

NOTICE

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

2013-14 COMPREHENSIVE PLAN UPDATE

If your firm plans to bid on this project, please send an e-mail response to johnsonj@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.

Issued: June 3, 2013

REQUEST FOR PROPOSALS
PROFESSIONAL SERVICES

The City of Portage invites interested Firms to submit information regarding their experience, qualifications, and fees for providing a Comprehensive Plan Update. The information submitted, including experience, qualifications, fee schedule, and information requested as a part of this Request for Proposal will be reviewed for the purpose of selecting the successful consulting firm. The City is desirous of receiving proposals for an amount not to exceed a specified dollar figure. The proposal submitted should cover any and all expenses related to the project.

Favorable pricing will be one element of the selection process. In addition, the experience of the firm, qualifications, experience and ability of assigned staff, resources, ingenuity, creativity, completeness of the level of service proposed, and timeliness of service proposed will be considered. The City of Portage reserves the right to reject any proposals or parts of proposals. The City also reserves the right to waive any irregularities, inconsistencies, negotiate or take what other action is appropriate as determined by the City to be in the best interest of the City.

Questions regarding the scope of work to be accomplished may be directed to Victoria Georgeau, Director of Community Development at (269) 329-4480 (telephone). Questions pertaining to the selection process, insurance requirements, or other procedural requirements should be directed to Purchasing Department at (269) 329-4534. Proposals may be mailed or delivered to the City of Portage Purchasing Department, 7900 South Westnedge Avenue, Portage, Michigan 49002. Sealed envelopes should be plainly marked:

REQUEST FOR PROPOSAL: Comprehensive Plan Update

FOR OPENING: June 24, 2013

A Pre-Proposal Meeting is scheduled for Wednesday, June 12, 2013 at 1:30 p.m. in the Portage City Hall Conference Room #1, 7900 South Westnedge Avenue, Portage, MI 49002.

A complete Request for Proposal may be viewed or downloaded at www.portagemi.gov, or mailed by contacting the Purchasing Department.

1 CITY OF PORTAGE INSTRUCTIONS FOR PROPOSAL SUBMISSION

1.1 Examination of Request for Proposal Documents

Before submitting a proposal, the Firm shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the proposal form.

1.2 Withdrawal of Proposals

1.2.1 Any Firm may withdraw its proposal, either personally, by facsimile or by letter, at any time prior to the scheduled closing time for receipt of proposals.

1.2.2 Each proposal shall be considered binding and in effect for a period ninety (90) days after the closing date.

1.3 Opening of Proposals

Proposals will be opened and evaluated as soon as practical after the closing date and time set forth in cover page.

1.4 Proposal Form

1.4.1 Whenever forms are provided, each proposal shall be made on the form provided and, except for proposals submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the Firm, and shall be signed by an individual authorized to execute the proposal on behalf of the Firm. The requested extra copies must be submitted with the original proposal.

1.4.2 Modifications: Alternate written proposals submitted may be considered; however, final determination as to suitability and compliance with specifications of the City will lie with the City. It is recommended that if an alternate proposal is to be suggested that the firm provide both a proposal that meets all specifications and any alternate proposals. In this way the Firm can have its alternate considered, but if the alternate is not acceptable, the city reserves the right to reject the proposal.

1.4.3 Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the Request for Proposals. It is the sole responsibility of the Firm to see that its proposal is received in the proper time. Any proposals received after the closing date and time will be returned unopened.

1.5 Proposals Submitted via Facsimile Equipment

Proposals may be submitted via facsimile equipment to (269) 329-4535 in the following manner.

1.5.1 Transmittal page must be plainly marked:

“Proposal Bid _____ for opening _____.”
Proposal Name Date

1.5.2 When bids are submitted via facsimile equipment, both the original document and the facsimile printout are considered counterpart originals.

1.5.3 Proposals submitted via facsimile equipment must meet all requirements of Section 1.12 to be considered responsive.

1.5.4 The Firm assumes all responsibility for errors due to illegibility, omission, or any other action(s) or inaction(s) whatsoever, pertaining to the receipt by the City of a proposal submitted via facsimile equipment.

1.5.5 In electing to use the facsimile option, the Firm assumes full responsibility for any and all errors, omissions, or mistakes that result in a proposal not being submitted in a timely manner, whether or not the mistake was the fault of the Firm.

1.6 Non-Discrimination

1.6.1 Upon submission of a proposal, the Firm agrees that it will comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act No. 453, Public Act of 1976 as amended; the Michigan Handicapper’s Civil Rights Act, Article 2, Act No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, providers are required not to discriminate against any employee or applicant for employment with respect to such person’s hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person’s height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract or purchase agreement and may be processed as provided under the State of Michigan laws.

1.7 Insurance

- 1.7.1 The successful Firm agrees to provide insurance as outlined below:
- 1.7.2 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.
- 1.7.3 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
- 1.7.4 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.
- 1.7.5 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
- 1.7.6 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 contractor's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured
- 1.7.7 The certificates of insurance indicated above shall be endorsed to provide prior written notice to the City of cancellation, material change in policy or of intent not to renew or cancellation notice for non-payment of premium.
- 1.7.8 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.

1.8 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 Firm, 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 Firm 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 Firm under the terms of the contract. The Firm 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 Firm's proper protection in the prosecution of the work.

1.9 Pre-Proposal Submission Meeting

The City of Portage staff will be present on Wednesday, June 12, 2013 at 1:30 p.m. in the City Hall Conference Room #1 for the purpose of addressing these specifications and/or answering any inquiries you may have about the project or the process. Attendance at this meeting is not mandatory, but is strongly recommended since the purpose of the meeting is to address any questions or problems that might arise so that all interested parties can share the benefit of uniform oral and written inquiry responses. All questions or concerns regarding the selection process or procedural matters should be addressed at that meeting.

1.10 Representations

If any questions or responses require revision to the Request for Proposal as originally published, such revisions will be by formal amendment only. If the Request for Proposal includes a contact person for technical information, firms are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the Request for Proposal shall not be relied upon unless subsequently ratified by a written addendum to the Request for Proposal issued by the Purchasing Department. For determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Department.

All questions must be submitted in writing no later than 5:00 p.m., June 17, 2013 to Victoria Georgeau, the Contract Administrator. Questions may be submitted via facsimile at (269) 329-4506.

1.11 Project Information Sheet

Responsive proposals must include a fully executed interested party information sheet located in the document proposal, Section 4.0. This document is self explanatory.

1.12 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 six 8-1/2" x 11" page(s) to be double spaced (not including attachments) and include the following.

- List of services to be provided.
- Detailed cost of services (maximum not-to exceed cost) for all work to be performed in response to this RFP.
- The proposal must also include a breakdown of the tasks to be performed, assigned staff, phasing and sequencing of work with a timeline, estimated number of hours for each task, and a not-to-exceed cost for each task.
- Availability, credentials and related experience of the firm and key staff with similar studies, preferably with municipal governments.
- Identify who will be the project manager and other key staff assigned to the project. It is desired that the project manager, main author of the written Comprehensive Plan, and the public participation coordinator should possess a masters degree in Urban Planning or a related field from an accredited college or university and should also possess current American Institute of Certified

Planners (A.I.C.P.) certification or Professional Community Planner (PCP) certification from the State of Michigan. One person can fill one or more of these highly desirous credentials, if that person is assigned these multiple roles.

- State your firm's ability to meet and exceed the requirements set forth this RFP, including timeline and proposed completion date.
- Include how your firm will keep the City informed of the project progress.
- Provide the names and references of any sub-contractors your firm may engage during the Plan update process.

Provide copies of resumes of the proposed project manager and key staff that will be working on the project. Also, include specific information on the disciplines mentioned above for each staff member. Provide information on specific experiences with successful outcomes involving the preparation of comprehensive plans and making presentations to public bodies.

All consultants must include a list of at least three (3) current references for whom comparable work has been performed in the past three (3) years, with preference given to work in communities similar to Portage. Include the municipality's name, contact person, address, telephone number, e-mail address, and a brief description of work performed.

1.13 Minimum Desired Professional Requirements

It is desired that the project manager, main author of the written Comprehensive Plan, and the public participation coordinator should possess a masters degree in Urban Planning or a related field from an accredited college or university and should also possess current American Institute of Certified Planners (A.I.C.P.) certification or Professional Community Planner (PCP) certification from the State of Michigan. One person can fill one or more of these highly desirous credentials if that person is assigned multiple roles.

1.14 Proposals

1.14.1 At a minimum, proposals shall include the following:

1.14.2 A project information sheet in format provided in the Request for Proposal package (4 copies)

1.14.3 A project concept statement (4 copies)

1.14.4 A proposal cost summary page in format provided in the Request for Proposal package (4 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.

1.15 Award Criteria

- 1.15.1 Favorable pricing
- 1.15.2 Responsiveness to Request for Proposal specifications.
- 1.15.3 Qualifications of Firm.
- 1.15.4 Qualifications and experience of the staff to be assigned to the project.
- 1.15.5 References.
- 1.15.6 Demonstrated capability to perform the type of work requested.
- 1.15.7 Understanding of project requirement including the estimated number of hours of work.
- 1.15.8 Professional creativity including proposal preparation and presentation.
- 1.15.9 Scope of services to be provided.
- 1.15.10 Timeliness of services to be provided.

Evaluation of the above criteria shall be the responsibility of the City. 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.

2 SCOPE OF THE PROJECT

2.1 Purpose and Background

The City of Portage is seeking creative and innovative proposals from qualified planning consulting firms to update the Comprehensive Plan. The purpose of this Request for Proposal (RFP) is to convey to prospective planning consultants: 1) basic background information regarding the community so an RFP can be prepared that best addresses the needs of the community; and 2) an outline of the scope of work to be undertaken.

The first Comprehensive Plan for the City of Portage was completed in 1982 with subsequent Plan updates accomplished in 1996, 2002 and 2008. In accordance with MCL 125.3845, Michigan communities are required to review the Comprehensive Plan every five years and determine whether or not to commence the process to amend the Plan or adopt a new Plan. The 2008 Plan has been reviewed and a comprehensive update is warranted based on several factors including: growth and development patterns influenced by economic changes at the local, state and national levels; demographic changes; 50th anniversary and rebranding initiative; shift from expanding public improvements to primarily maintaining/enhancing existing improvements; and the potential need for an increased focus on redevelopment activities, among others.

The updated Plan needs to include unique, innovative and creative ideas/concepts that address the needs of a maturing suburban community. Due to limited staff resources, completion of the 2013 Comprehensive Plan Update by a qualified consultant is desired. City staff, however, will be available to provide assistance throughout the Plan update process.

2.2 2013 Comprehensive Plan Update Scope of Services

The Comprehensive Plan is regularly used by the City Administration, Planning Commission, City Council and others with respect to community planning issues including zoning matters, proposed development projects, programming of capital improvements, consideration of public facilities and so forth. While the physical aspects of the community are important, social and economic issues/policies are also considered an important component to the community. Once adopted, the Plan will represent an official statement of policies that express a future vision about the physical and non-physical attributes of the community. The Plan will serve as a guide for the Administration, Planning Commission, City Council, area public agencies, private individuals and corporations to address community-planning issues during the next 20 years. Consequently, consultant proposals should include proposals to develop the plan based on vision or scenario based methods or a combination thereof.

It is important to the City of Portage that the successful consultant focuses on innovative methods to address a wide range of issues that affect a growing and maturing full-service city with a suburban development pattern. Continued growth and development, and also redevelopment of property as may be necessary, while

protecting residential neighborhoods, to ensure future economic, environmental and community stability/sustainability and enhancement is considered to be essential.

2.3 Comprehensive Plan Background Information.

Since completion of the 2008 Plan, several related elements of the Plan and other planning documents have been updated and will be provided to the consultant in electronic format. These documents include the following: (documents with * are available on the city web-site at www.portagemi.gov. The remaining documents are available electronically upon request.)

- 2008 Comprehensive Plan and Summary Report*
- 2008 City Centre Area Plan*
- Open Space and Recreation Plan (2013)*
- 2012-2022 Capital Improvement Program*
- 2012-2013 City Budget*
- 2011-2015 Community Development Block Grant Consolidated Plan*
- 2010 Census of Population and Housing: Analysis and General Trends (2011)*
- Community Survey (2011)*
- Portage 2025 Visioning Project*
- Major Thoroughfare Plan Status Update (2013)*
- Lake Center Business Area-Informational Planning Meeting Summary Report (2013)
- Existing Land Use Survey (2012)
- Sensitive Land Inventory (2011)

The City of Portage also maintains a Geographic Information System (GIS), which is linked to the BS&A assessing information. The data in the GIS, which includes current zoning, future land uses, parcels/road right-of-ways, utility mains, soils, sensitive land areas, 2013 aerial photographs, among others, will be made available to the consultant as part of the work effort.

In addition to the above listed documents, a City Profile is provided in the Appendix, and provides additional summary information regarding the community.

2.4 Project Budget

The project budget for the Comprehensive Plan update is not to exceed \$35,000.

3 **CONSULTANT RESPONSIBILITIES AND TASKS**

3.1 Plan Style, Organization and Layout

As described in the January/February 2012 Planners Advisory Service Memo, Delivering Better Plans by John Houseal and Devin Lavigne, the Plan must be user-friendly, text must be clear and concise and incorporate photos, maps, charts, graphs and other illustrations as appropriate. The Plan must tell a “compelling story” about the City of Portage, provide recommendations that are clear and understandable and organized so the information is easily retrievable by the reader. Potential candidates should review the January/February 2012 Planners Advisory Service Memo to gain an understanding of the general style, organization and layout of the Plan desired by the City of Portage.

3.2 Consultant Responsibilities and Tasks

The consultant will be responsible for the following:

- 3.2.1 Develop a public participation plan. Public participation is an important component in the planning process to ensure ownership of the plan by the community resulting in a greater desire to implement the goals and policies. The consultant will coordinate public outreach and participation. The public participation process should involve community residents, business owners, organizations through the implementation of appropriately scheduled and discussion formats utilizing the city website, and information dissemination using traditional and internet-based media sources. Consultant proposals must include a plan for public participation.
- 3.2.2 Conduct a public input session. The public participation plan should include at a minimum one meeting with the Planning Commission and the broader public for the purpose of identifying existing and future issues and challenges facing the city. Prior to the public input session, the consultant must review the 2008 Comprehensive Plan as well as updated elements, planning studies, previous visioning efforts, surveys/participation efforts to gain a thorough understanding of existing conditions and goals of the community. The public input process should also identify alternative directions and new opportunities. The public input process will identify important themes that can be used to develop goals and policies for the various plan elements.
- 3.2.3 Develop an existing conditions analysis report. This portion of the plan development will include a complete review and assessment of current conditions, trends and projected conditions. Special study topics include those plan elements addressed in the 2008 Comprehensive Plan, and the following:
 - Analysis of the current mix of residential, commercial and industrial land uses and provide recommendations regarding near and long-term demands.

- Community character/identity. Provide an assessment of desired community, social and cultural character and sustainability methods to help promote/identify the community.
- Review and modify, as appropriate, the 2008 City Centre Area Plan and incorporate into the 2013 Comprehensive Plan.
- South Westnedge Avenue Commercial corridor and the Portage Commerce Square.
- Sprinkle Road and Shaver Road Industrial corridors.
- Review/recommendations large vacant land holdings (e.g. vacant Pfizer land, MDNR land, greenhouse facilities, amongst others).
- Review lake front development patterns, future land use recommendations and potential changes to the Zoning Code
- Review Complete Streets concepts, pedestrian and bicycle connectivity and develop a formal sidewalk and bikeway plan.
- Review/recommendations involving an age-in-place friendly community.
- Review/recommendations involving area specific redevelopment options.

3.2.4 Develop sub-area plan for the Lake Center business area. The Lake Center business area is an established commercial corridor located along Portage Road between East Centre Avenue and East Osterhout Avenue and is identified as a commercial revitalization area in the 2008 Comprehensive Plan. A meeting with business owners, property owners, developers, area residents and other interested citizens was held on April 23, 2013 to discuss recent investment and development activities, existing conditions, and challenges and opportunities within the corridor. Feedback from attendees regarding potential strategies to spur revitalization of the business area was obtained and will be provided to the consultant. In preparation of the sub-area plan, the consultant will need to hold at least one focus group session with the Lake Centre business area stakeholders.

3.2.5 Develop draft of Comprehensive Plan update (including Lake Center business area plan). Assemble the final plan document and include goals, recommendations and implementation strategies. The plan document must be user-friendly, clear and concise, and incorporate photos, maps, charts, graphs and other illustrations as appropriate.

3.2.6 Present final Comprehensive Plan document for public hearing. The consultant will attend and present an overview of the plan development process, existing conditions, and recommendation and implementation strategies during the required public hearing before the Planning Commission.

3.2.7 Deliver final documents to city. After the public hearing process, any necessary final revisions to the plan document must be made by the consultant. The final plan document will be provided to the city as specified in Section 3.3 below.

As individual sections of the Plan are completed, each section must be submitted for review and comment by staff and the Planning Commission. A minimum of four (4) to six (6) meetings with the Planning Commission as development of the Comprehensive Plan proceeds is anticipated, as noted below:

- Public input session with the Planning Commission and broad public;
- Lake Center Business Area Focus Group to present draft plan concept;
- Present completed draft 2013 Comprehensive Plan;
- Attend the public hearing to adopt the plan; and
- Two contingency meetings, as may be needed.

In addition to the above public meetings with the Planning Commission, it is anticipated that periodic meetings with city staff will be necessary throughout the planning process.

3.3 Consultant Deliverables

Consultant deliverables are to include: hard copies of the 2013 Plan update, and an electronic version compatible with Microsoft Word 2003 and PDF formats that can be uploaded to city’s website. In addition to printed format, maps, graphics and other illustrations must be provided in a digital format compatible with ESRI Shape file. Mapping of information must be completed on separate layers, when/where applicable.

3.4 Payment Milestones

The following milestone payments will be made after successful completion and/or submission and acceptance of the following meetings and Comprehensive Plan elements in accordance with Section 3.15. The percentage represents that portion of the not-to-exceed lump sum price to be paid for each Milestone, upon acceptance by the City.

Milestone Payment No. 1	Development of a Public Participation Plan and completion of a public input session	20%
Milestone Payment No. 2	Development of an Existing Conditions Analysis Report	15%
Milestone Payment No. 3	Development of a sub-area plan for the Lake Center business area, including a focus group meeting.	15%
Milestone Payment No. 4	Development of complete draft of Comprehensive Plan update	30%
Milestone Payment No. 5	Presentation of final draft of Comprehensive Plan for public hearing	10%
Milestone Payment No. 6	Deliver final documents to city.	10%

3.5 Report Standards

Reports or written material prepared by the consultant in response to the requirements of the Contract shall be thoroughly researched for accuracy of content, shall be

grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Contract Administrator. The cost of correcting grammatical errors, correcting report data, or other revisions require to bring the report or written material into compliance with the contract requirements shall be included in the lump sum proposal.

3.6 Coordination of Work Required

Unless specifically identified as work to be provided by the City staff, the Firm shall furnish supervision and all labor, equipment, supplies, materials (except as otherwise noted herein), and perform satisfactorily the professional services at the frequencies and during the times as specified herein. The professional services shall include all functions normally considered a part of completing this work in a satisfactory manner. Compensation to cover any and all expenses shall be included in the proposed project cost.

3.7 Default

The City may, by written notice to the Firm, terminate the right to proceed as to the whole or any part of the contract (1) if the Firm fails to perform the services within the time specified or any extension thereof, (2) so fails to make progress as to endanger performance of the contract in accordance with its terms, or (3) the Firm fails to perform any other provisions of the contract. The Firm shall not be subject to this provision if failure to perform the contract arises out of any cause beyond its control and without any fault or negligence by the Firm or subcontractors.

3.8 Extra Work

During the period of this contract there may be occasions when extra services are required which is not part of this contract. The Firm shall indicate the hourly rate to be paid for extra work on Section 4.5 of the Project Information Sheet. Rates for any expense items related to extra work shall also be indicated on the Project Information Sheet (i.e., copy/duplication, telephone calls, lodging, mileage, etc.). The hourly rates provided shall be inclusive of all labor, overhead, and profit. Costs for services provided in these situations will be negotiated at the time of each occurrence and will be based on the rates quoted. Any such work must have pre-approval of the City contract administrator. The City will not be responsible for additional invoices for work or materials that did not have written pre-approval.

3.9 Status of Firm

The Firm and its employees at all times shall be considered as independent contractors and not as City employees. In delivering services, the Firm shall exercise all supervisory control and general control over all day-to-day operations, including control over all workers' duties, payment of all wages to its employees, and the right

to hire, fire, and discipline all employees. As an independent contractor, payment to the Firm under this contract shall not be subject to any withholding for tax, social security, or other purposes, nor shall the Firm or employees of the Firm be entitled to any City of Portage fringe benefit programs.

3.10 Time and Progress

It is understood and agreed that TIME IS OF THE ESSENCE in respect to the work contemplated hereunder, and the Firm agrees to do the work covered by the contract in conformity with the provisions set forth herein and to prosecute all work with all due diligence, so as to complete any work required under the contract within the shortest reasonable period of time.

The preliminary timetable for the project shall be as identified:

Pre-bid meeting	June 10, 2013
Request for Proposals due.....	June 24, 2013
Consultant interviews	Week of July 8th
Contract Award.....	July/August, 2013
Initiation of project	August 2013
Development of Public Participation Plan and completion of a public input session	2 Months from Contract execution
Development of an existing conditions analysis report	4 Months from Contract execution
Development of a sub-area plan for the Lake Center Business area, including focus group meeting.....	5 Months from Contract execution
Submittal of a complete draft report/public comment	6 Months from Contract execution
Submittal of final report/public hearing/adoption	9 Months from Contract execution

3.11 Employees of the Firm

The Firm shall at all times be responsible for the conduct and discipline of its employees and/or any subcontractor or persons employed by the Firm. All workers must have sufficient knowledge, skill, and experience to properly perform the work assigned to them. Any worker employed by the Firm, who in the opinion of the City Contract Administrator, does not perform work in a skilled manner, or acts in a disorderly or intemperate manner, or engages in sexual harassment or other forms of inappropriate behavior as defined by the City Contract Administrator, shall, at the written request of the City Contract Administrator, be removed immediately from the project and shall not be utilized again in any portion of the work without approval of the City Contract Administrator.

3.12 Laws and Municipal Ordinances

The Firm shall keep fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Firm shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, City Ordinances, as well as all other bodies having jurisdictional authority.

If the corporation is not a Michigan corporation, a “Certificate of Authority to Transact Business in the State of Michigan” if required by MCLA 450.2001, et. Seq., shall be submitted to the City by the successful bidder.

3.13 City Contract Administrator

The Director of Community Development or her designated representative, shall be the City Contract Administrator. The City Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

3.14 Supervision by Firm

The Firm will supervise and direct the work of its employees. The Firm will be solely responsible for the means, methods, techniques, sequences, and procedures of the professional services performed. The Firm will appoint a Project Supervisor who shall have been designated in writing by the Firm at the time the Request for Proposal is submitted. The Project Supervisor shall have fully authority to act on behalf of the Firm and all communications given to the Project Supervisor shall be as binding as if given to the Firm. The Project Supervisor shall be present to the extent necessary so as to perform adequate supervision and coordination of the work.

3.15 Billing and Payment

The Firm shall present an invoice in duplicate at the appropriate identified times, billing for services rendered. The billing shall be at the contracted price. The billing shall reference the appropriate purchase order number. The billing shall contain, if applicable, adjustments for additions, deletions, or changes in service. The City will strive to pay the billed amount within thirty (30) days after receipt of invoice, but the City will not pay any interest penalties for late payments.

3.16 Assignability

The Firm agrees that the work proposed shall be accomplished by the Firm identified under Section 4.2 and any subcontractors identified under Section 4.6. The Firm

agrees that any work under the contract to be assigned to another firm, and/or subcontractor shall be done only with the prior approval of the City Contract Administrator.

3.17 Copyright

The Firm shall irrevocably transfer, assign, set over, and convey to the City of Portage all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the Contract. The Firm further agrees to execute such documents as the City of Portage may request to effect such transfer or assignment. Further, the Firm agrees that the rights granted to the City of Portage by this paragraph are irrevocable. The Firm's remedy in the event of termination of or dispute over any agreement entered into as a result of this solicitation shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as a result of this solicitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

4 **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.

4.1 Please indicate the response that best describes your business:

_____ Sole Proprietor _____ Partnership _____ Corporation

_____ Other (please explain) _____

4.2 Firm Name: _____

Address: _____

Telephone Number: _____ Fax: _____

First Date in Business: _____

4.3 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)

4.4 Is your Firm up for sale? _____ Yes _____ No

If yes, please explain (use additional page).

4.5 If it becomes necessary to perform extra work as defined in Section 3.8, the following hourly rates will apply:

4.5.1 Owner/Partner: \$ _____ /hour

4.5.2 Professionals: \$ _____ /hour

4.5.3 Technicians: \$ _____ /hour

4.5.4 Clericals: \$ _____ /hour

4.5.5 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.

4.5.6 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:

4.6 Subcontractors

4.6.1 Do you propose to use any subcontractors to perform work in accordance with this proposal? ____Yes ____No. (If yes, please identify subcontractor and work to be performed.

4.7 A project Information Sheet (4 copies), and Project Concept Statement (4 copies), and a Request for Proposal Cost Page (4 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.

4.8 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.)

- 4.9 Section 3.10 establishes a tentative timeline for this project. Can your Firm implement the project fully and professional within the timeline outlined? _____Yes
_____No.

If no, please explain why the timeline cannot be met and provide a timeline below that addresses the major landmarks addressed in Section 3.10 {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 4.2 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: _____

E-MAIL: _____

**5 CITY OF PORTAGE REQUEST FOR PROPOSALS
2013 COMPREHENSIVE PLAN UPDATE COST SUMMARY**

I the undersigned, certify that I have read and fully understand all of the specifications supplied by the City of Portage in this Request for Proposals.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE CITY OF PORTAGE ARE ATTACHED AND IDENTIFIED BY NUMERICAL REFERENCE TO THE REQUEST FOR PROPOSAL SECTION ON A PLAIN SHEET IMMEDIATELY FOLLOWING THE PROPOSAL PAGE.

I propose to provide professional services as specified in the Request for Proposals, except as outlined on the attached sheet entitled "Exception to Specification", for the total sum of:

_____ \$ _____
(in words)

If you cannot submit a proposal in the format requested, please attach a schedule of total compensation that will cover any and all expenses and services related to the project.

I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted by the City of Portage. I further state that I have not communicated with nor otherwise colluded with any other person or Firm, nor have I made any agreement with nor offered or accepted anything of value from an Official or employee of the City of Portage that would tend to destroy or hinder free competition.

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

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

Signed: _____ Name: _____

Title: _____ Date: _____

Firm Name: _____

Address: _____

Telephone: _____

—

E-Mail Address: _____

APPENDIX

City Profile

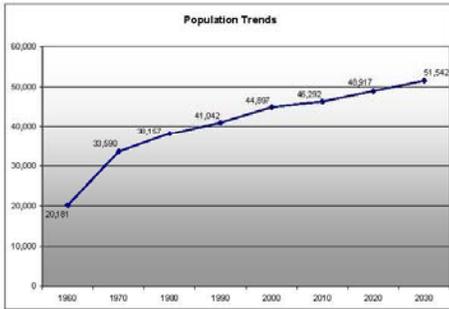
Portage is located in Kalamazoo County in southwest Michigan approximately half way between Chicago and Detroit at the crossroads of I-94 and US-131 and encompasses approximately 35 square miles. Though originally known for its fertile farmland and agricultural production, Portage has grown into a community of excellent residential neighborhoods and as the retail trade center for southwest Michigan. The city has also taken a progressive approach to economic development by providing unique opportunities for businesses and industries to grow. The community has a growing population, desirable housing, an excellent school system, numerous shopping and recreational opportunities, is located in close proximity to a variety of post-secondary education institutions and maintains a highly educated workforce. These characteristics, coupled with one of the largest employment bases in the region, make Portage a very attractive place in which to live, work and learn.



The year 2013 marks the 50th anniversary when the Township of Portage officially incorporated as the City of Portage on December 31, 1963. During the year-long celebration, the community will reflect on the accomplishments of the past but also recommit to the future. This commitment entails, among others, the desire of the community to promote active, healthy lifestyles through the use of the city's natural resources and development of sustainable, year-round, well maintained recreational amenities. As a result of this refreshed commitment to a quality community environment, the mid-century mark was used as a pivot-point to re-brand the community from "*A Place for Opportunities to Grow*" to "*A Natural Place to Move*" in support of active, healthy lifestyles and strong neighborhoods.

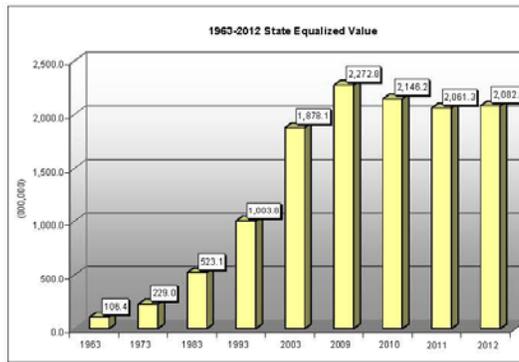
During the 1960's, and with the completion of I-94 through southern Michigan, the community experienced significant growth. Southland Mall, one of the first suburban shopping complexes in Kalamazoo County, was developed and expanded in the 1950's and early 1960's. Due to the large population growth as shown in the chart below, commercial facilities were developed in Portage to capture disposable income from families in newly constructed residential neighborhoods. Additional retail growth continued to occur and in the late 1970's, the first regional mall was built on former celery fields along South Westnedge Avenue. The Crossroads Mall, southwest Michigan's only regional mall, took advantage of the growing residential base in the south and west portions of Kalamazoo County and the market access provided by I-94 and US-131, the major traffic routes serving southwest Michigan.

The population of Portage grew at steady rates during the 1980's and 1990's and more than doubled since 1960. By 2010, the population had grown to 46,292. The population is currently estimated to grow to nearly 52,000 by 2030 as shown on the graph below.



The City of Portage continues to have the largest State Equalized Value (SEV) of any other unit of government in Kalamazoo County. As the table to the left shows, the SEV of real and personal property has increased from \$106.4 million in 1963 when the township incorporated as a city to more than \$2.08 billion in 2012. Although total SEV decreased between 2009 and 2011, as it did in the majority of Michigan communities, this trend is beginning to reverse itself as evidenced by the increase in SEV between 2011 and 2012.

Portage is the home of several major employers in Kalamazoo County. Included on the list is the Stryker Corporation. Stryker is one of the world's leading medical technology companies and offers innovative medical technologies, including reconstructive, medical and surgical, and neuro-technology and spine products. Stryker Corporation employs approximately 2,300 people within the City of Portage. Other major employers in the city include:

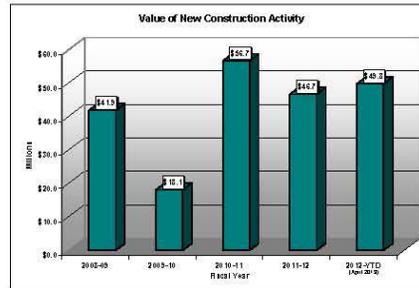


- Pfizer Corporation, a global manufacturer of pharmaceutical products whose primary U.S. manufacturing activities are located in Portage. The Pfizer Corporation employs approximately 2,100 people within the City of Portage;
- Portage Public Schools, which employs 950 people;
- State Farm Insurance Company also employs 950 people;
- Meijer, Inc., a general merchandise/grocer employs approximately 600 people.

From the initial "Portage" settlements to the early suburban Portage Township, the modern City of Portage is now a community with an educated workforce, excellent residential neighborhoods to accommodate a growing population, and is a regional retail trade center with more than four million square feet of commercial and office building space along South Westnedge Avenue Commercial Corridor. The residential and commercial sectors are complemented by an expanding industrial base, anchored by the Stryker and Pfizer Corporations and many other manufacturers, and together have converged to create a vibrant, progressive community resulting in an appropriate mix of land uses: 73 percent of the land zoned for residential use, 19 percent for industrial and 8 percent zoned for commercial uses. This appropriate mix of land uses

together with a conservative financial strategy employed by the city has allowed the community to weather the continuing economic recession affecting the country.

Economic development activity has shown some improvement since the peak of the recent recessionary period. As shown in the chart to the right, only \$18.2 million in new construction value occurred in FY2009-10. During FY2010-11 and FY2011-12 construction value increased significantly to \$56.7 and \$46.7 million, respectively. Through the first ten months of FY2012-2013, \$49.8 million of new investment has occurred.



Pfizer, Inc. and Stryker Corporation continue to expand within the Sprinkle Road Industrial Corridor as well as several other industries including Mueller Industries, Mann+Hummel, Summit Polymers, and Bower Manufacturing, among others. Several new retail projects are underway or have just been completed within the South Westledge Avenue Corridor including the Marriott Courtyard Hotel, Riviera Maya Restaurant, Dick's Sporting Goods, Hobby Lobby, and Celebration Cinema IMAX, among others. The 2012 annual unemployment rate for the City of Portage was 5.2 percent.

A quality public school system is also an important component to the continued strength of the local economy. Portage voters overwhelmingly approved \$119 million bond proposal in November 2007 to construct two new elementary schools, a new Central High School and renovate Portage Northern High School. Also included in the bond project were new facilities for Transportation and Maintenance as well as Technology and Training. Construction of the new or renovated facilities is complete: The Transportation and Maintenance facility and 12th Street Elementary School opened in 2009, Lake Center Elementary School in 2010 and the new Portage Central and renovated Portage Northern high schools opened in the Fall of 2011.



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
DRAFT 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 transportation services required to perform and complete in a workmanlike manner all the work required for the 2013-14 Comprehensive Plan Update all in strict accordance with the Specifications, including any and all addenda, which specifications 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 FIRM

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 for material and labor as set forth in the conformed copy of the Firm's proposal as filed with the City on the _____ day of _____ the sum of which shall not exceed:

_____	\$ _____
(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 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 Specifications 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 - ASSIGNMENT AND SUBCONTRACTORS

The Firm agrees to perform the work included in Article I using its employees. No work required under this contract shall be subcontracted or otherwise assigned to another party without the expressed written consent of the City.

ARTICLE IV - 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. Request for Proposal
- 3. Firm’s Proposal

This agreement represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Firm.

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.

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provision shall be deemed to be in full force and effect as if it had been executed by both parties subsequent to the expungement of the invalid provision.

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

(SEAL)

FIRM

Attest:

By: _____

Signature

Print name and Title

Print Name and Title

(SEAL)

CITY OF PORTAGE

Attest:

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 FIRM 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. [If the corporation is not a Michigan corporation, then
a "Certificate of Authority to Transact Business in the State of Michigan" must be attached.] I
certify that the contract between the City of Portage and _____,
print or type name of corporation
Inc., was validly executed on behalf of the corporation by _____
print or type name
who was then the _____ of said corporation and has the
print or type name of title
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 the FIRM 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. [If the LLC is not a Michigan LLC, then a
"Certificate of Authority to Transact Business in the State of Michigan" must be attached.] I certify
that the contract between the City of Portage and _____
print or type name of LLC
LLC was validly executed on behalf of the LLC by _____
print or type name
who was then a member of said 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: _____

C. If the FIRM is a sole proprietorship/partnership, the following certificate must be executed:

I, _____, certify that I am the
owner/partner of the company named as the FIRM in the contract and that I have the authority to
bind _____,
to contractual agreements.

_____ Print or type name of company/DBA

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

Notes to Certificate:

1. The full name and business address of the FIRM must be inserted in the contract and the contract must be signed with his/her official signature. The name of the signing party or parties are to be typewritten or printed under all signatures of the contract.
2. If the contract is signed by the secretary of the corporation, the above certificate must be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate, there may be attached to the contract copies of so much of the records of the corporation and will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.
3. If the FIRM is operating as a partnership, each partner must sign the contract, or if not signed by each partner, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such contract and on behalf of the partnership.
4. If the FIRM is an individual, the trade name (if the FIRM is operating under a trade name) must be indicated in the contract and the contract must be signed by such individual. If signed by someone other than the FIRM, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the FIRM.
5. If an LLC, the contract must be signed by a member of the LLC. If signed by someone other than the member, there must be attached to the contract the duly authenticated power of attorney evidencing the signer's authority to execute such contract for and on behalf of the contractor.