



Financial Services – Purchasing Department

NOTICE

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

Storm Water Retention Basin and Storm Water Outfall Monitoring Program

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.



Financial Services – Purchasing Department

Date of Issue: March 20, 2014

REQUEST FOR PROPOSALS PROFESSIONAL SERVICES

The City of Portage invites interested Firms to submit information regarding their experience, qualifications, and fees for providing professional services. 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 Firms to make presentations. The City is desirous of receiving proposals for an amount not to exceed a specified dollar figure for the duration of the project, as described in the following pages. In the event you are unable to submit such a proposal, you are invited to submit a proposal based on the fee/compensation structure that you deem most appropriate. In any case, the proposal submitted should cover any and all expenses related to the project. **PRIMARY CONSIDERATION WILL BE GIVEN TO PROPOSALS SUBMITTED IN THE FIRM SPECIFIC DOLLAR FORMAT REQUESTED.**

Favorable pricing will be one element of the selection process, 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 by the Firm will be significant factors in award of this professional service contract. Final decision on selection of the Firm for this project will be determined by the Portage City Council. 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, 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 W. Christopher Barnes, Director of Transportation & Utilities at (269) 324-4422. Questions pertaining to the selection process, insurance requirements, or other procedural requirements should be directed to Purchasing Department at (269) 324-9284. 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: Storm Water Retention Basin and Storm Water
Outfall Monitoring Program

PROPOSALS DUE: April 16, 2014, 3:00 p.m.

There will be a pre-bid meeting at 10:00 a.m. on Thursday, April 3, 2014 in Conference Room #1 in the Portage City Hall, 7900 South Westnedge Avenue, Portage, Michigan.

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

PROPOSAL INDEX
PROFESSIONAL ENGINEERING SERVICES

Storm Water Retention Basin and Storm Water Outfall Monitoring Program

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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 of one hundred twenty (120) days after the closing date.

1.3 Opening of Proposals

1.3.1 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 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 may be returned unopened.

1.5 Proposals Submitted via Facsimile Equipment

Proposals may be submitted via facsimile equipment in the following manner.

1.5.1 Transmittal page must be plainly marked and faxed to (269) 329-4535:

“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.

- 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 of the City by 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

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.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

1.7 Purpose

Conduct annual storm water retention basin sampling program to monitor the operation regarding potential impacts to the soil and groundwater table. Conduct storm water surface water monitoring and illicit discharge elimination monitoring.

1.8 Insurance

The successful Firm agrees to provide insurance as outlined below:

- 1.8.1 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.
- 1.8.2 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
- 1.8.3 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.
- 1.8.4 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

- 1.8.5 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. The contractor's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured.
- 1.8.6 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.
- 1.8.7 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.
- 1.8.8 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.
- 1.8.9 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.
- 1.8.10 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.

1.9 Indemnification

To the fullest extent permitted by Laws and Regulations, the Firm, 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 Firm, 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 Firm 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 firm'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.

1.10 Contract Term

The contract shall be for a four year term, with the first year of the contract through December 2019.

1.11 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.

1.12 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.

1.13 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. The estimated number of man hours reflected in the lump sum proposal shall be indicated in the Project Information Sheet Item Number 4.6.

1.14 Responsive Proposals

At a minimum, responsive proposals shall include the following:

1.14.1 A project information sheet in format provided in the Request for Proposal package (2 copies)

1.14.2 A project concept statement (2 copies)

- 1.14.3 A proposal cost summary page in format provided in the Request for Proposal package (2 copies). Maximum consideration will be given to projects quoted in the single not-to-exceed project cost format.
- 1.14.4 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.

1.15 Award Criteria

Favorable pricing will be one element of the selection process, but all of the following factors will be used in evaluating proposals received:

- 1.15.1 Responsiveness to Request for Proposal specifications.
- 1.15.2 Project Cost.
- 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 City administration and the Portage City Council. 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.

2 SCOPE OF THE PROJECT

2.1 Historical Overview

In 1994, the City of Portage began sampling and monitored groundwater at various city owned storm water retention basins. Samples have been taken annually at all basins, and quarterly at some basins exhibiting higher contamination risks. Basins are scheduled for monthly monitoring, annual monitoring are typically sampled in June, while some basins were sampled quarterly in February, April, June and November. Currently, the City wishes to monitor only groundwater elevations on a semi annual or annual basis at selected storm water basins. In 2005, the City began monitoring surface water discharged for illicit discharge elimination detection (IDEP). The City currently re-inspects the outfalls on a five year schedule.

2.2 Project Requirements

2.2.1 The proposed monitoring program consists of groundwater elevation monitoring of various storm water basins in the City of Portage. Additionally, surface water testing for selected surface water outlets shall be performed, as required by the City NPDES Stormwater Permit.

2.2.2 Storm Water Outfall Monitoring

The program also includes the surface water sampling at the locations shown in Section 2.2.3.2. Annual sampling of a representative sample shall be performed. Sampling parameters consist of dissolved oxygen, E.coli, pH, specific conductivity, temperature, total suspended solids, total phosphorus and total nitrogen. Annual results shall be accompanied by a letter report summary of the results.

2.2.3 Retention Basin Monitoring Schedule and Frequency

2.2.3.1 Semi-Annual Testing Locations

<u>Basin #</u>	<u>Location/Access</u>	<u># of Wells</u>
53	4731 Andover Wood Ct.	MW1, MW2
37	816 Black Forest	MW1, MW2, Staff Gauge
29	291 Bynmawr	MW1
9	3210 Coachlite	MW1
13	2217 Hickory Point	MW1, MW2
20	6140 Marlow-Milam Woods	MW1
5	6101 Oakland Dr. – Fire Station	MW1, MW2, MW3, MW4
16	7550 Oakland Dr. – Park	MW1
18	1105 E. Centre – Greenhouse	MW1
21	10137 S. Westnedge Access	MW1
26	1326 Schuring Rd.	MW1, MW2, MW3
40	10270 Shuman	MW1, MW2
2	Sturgeon Bay @I-94	MW1
10	6700 Sunburst	MW1
42	Valleywood Dr. Cul-de-Sac	MW1
6	NE Corner VanHoesen & Ohio	MW1
7	SW Corner VanHoesen & Ohio	MW1
22	3655 Westcove	MW1
3	2220 Winters Drive	MW1
31	Lori Court – Access 8905 Lori	MW1
86	North Montego Bay	MW1, MW4 (NW 4 @ 7235 Jamica)
49	7919 Wapiti	New Wells

2.2.3.2 Annual Surface Water Outfall Locations

<u>NPDES Outfall</u>	<u>Location</u>	<u>Pipe Size (Dia)</u>
01SES1	East of Berwick St.	36"
16NWS2	Behind 1223 Woodland Ave.	36"
16SES1	7901 Shaver Road	36"
21NWS3	865 Lenox Dr.	36"
15NWS1	7320 Garden Lane	72"

2.2.3.3 Black Forest & Jamaica Lane Groundwater Well Monitoring

Groundwater monitoring wells located at 7235 Jamaica Lane and at the Black Forest storm water basin shall be monitored monthly and recorded on a histogram in conjunction with corresponding precipitation data. The document shall be delivered to the city in an Excel and PDF format each month for website posting.

2.2.3.4 Monthly Testing Locations

<u>Basin #</u>	<u>Location/Access</u>	<u># of Wells</u>
37	8160 Black Forest Dr.	MW1
NA	7235 Jamaica Ln.	MW1

2.2.4 Illicit Discharge Elimination Program

The proposed program includes the monitoring, documentation, and submission of annual storm sewer outfalls as shown on the included IDEP inventory sheets. It is anticipated that all 120 outfalls will be monitored over the 4 years of the contract. The year of each outfall testing is shown on the sheets. Attached to this RFP is a sample IDEP reporting sheet. This sheet shall be completed for each outfall monitored. Discharges detected outside normal parameters shall be reported to the contract administrator for investigation/enforcement. A map of all the IDEP outfalls is included with this RFP.

2.2.5 Mapping

Basic basin location of retention basins and well elevations are required to be updated and continued – similar to the current format (attached). Groundwater depth and contouring will be required.

2.2.6 Graph

Each basin shall have a groundwater depth chart similar to the current format (attached). Figures shall be updated semi-annually or annually as the monitoring frequency required.

2.3 Reports

A yearly annual report (January) for all basins shall be submitted with complete figures, maps and charts. The annual report shall examine results and trends and make recommendations for future testing and/or corrective best management practices. Two copies of the report shall be submitted. Previous groundwater elevation data is available in a MS Excel format. The year end report shall be supplied with a PDF version for website upload.

The consultant annual contract shall include a \$500 allowance for maintenance and/or repair of monitoring wells. This allowance shall only be used if authorized by the contract administrator. Reproducible reports in electronic format (i.e. Excel spreadsheet) shall be made available to the City for future use.

3 PROFESSIONAL SERVICE REQUIREMENTS

3.1 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.

3.2 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.

3.3 Extra Work

During the period of this contract there may be occasions when extra services are required which are not a part of this contract. The Firm shall indicate the hourly rate to be paid for extra work on Section 4.8 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.

3.4 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.

3.5 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 Firm shall identify on the Cost Summary Proposal Page the estimated time necessary to complete each phase of the project in as short a period of time as possible that will allow for an overall high quality project.

3.5.1 The requested tentative preliminary timetable for the project shall be as identified:

- 3.5.2 Storm Water Retention Basins –Semi Annually
Surface Water Outfall Testing –Annually
Groundwater Sampling (2 Wells) - Monthly
- 3.5.3 Please note completion time should be expressed in weeks from approval by the Portage City Council of the proposal of the Firm to provide professional services for the project. Please note this timeline is not meant to hold the Firm responsible for conditions over which it has no control, but is intended to provide the City with information on how the project might progress using high quality standards necessary to implement a first class workmanlike project.
- 3.5.4 THIS TIMETABLE SHOULD NOT BE VIEWED AS FIRM. IT REPRESENTS THE BEST PROJECTION BASED ON VARIABLES KNOWN AT THIS TIME. The final schedule shall be negotiated following execution of the contract.

3.6 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.

3.7 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.

3.8 City Contract Administrator

The Director of Transportation & Utilities or his 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.

3.9 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.

3.10 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.

3.11 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 4.9. 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.

3.12 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 you Firm up for sale? Yes No

If yes, please explain (use additional page).

4.5 Primary staff to be assigned to the project:

4.5.1 Owner/Partner: _____

4.5.2 Project Supervisor: _____

4.5.3 Principal Professional(s): _____

4.5.4 Other Significant Technicians and Employees to be Assigned:

4.5.4.1 _____

4.5.4.2 _____

4.5.4.3 _____

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

4.6 Estimated project hours of work reflected in the lump sum proposal are as follows:

4.6.1 Owner/Partner: _____ hours

4.6.2 Professionals: _____ hours

4.6.3 Technicians: _____ hours

4.6.4 Clericals: _____ hours

4.6.5 Others (Please Identify)

4.6.5.1 _____ hours

4.6.5.2 _____ hours

4.7 Experience: Please indicate below the experience of the individuals listed in Item 4.5 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.

4.7.1 Please list professional service projects similar to work requested for this project where staff identified in Section 4.5 have provided professional services.

	<u>Project</u>	<u>Name of Unit/ Company</u>	<u>Contact Person</u>	<u>Phone</u>	<u>Cost</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.)

4.7.2 Please list other related projects that staff identified in Section 4.5 have provided professional services for.

<u>Name of Unit/ Project</u>	<u>Contact Company</u>	<u>Person</u>	<u>Phone</u>	<u>Cost</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.)

4.7.3 List any other professional service projects that you feel may indicate the ability of your firm to perform the work requested {use additional page(s) if necessary}.

4.8 If it becomes necessary to perform extra work as defined in Section 3.2 the following hourly rates will apply:

4.8.1 Owner/Partner: \$ _____ /hour

4.8.2 Professionals: \$ _____ /hour

4.8.3 Technicians: \$ _____ /hour

4.8.4 Clericals: \$ _____ /hour

4.8.5 Others (Please Identify)

4.8.6 _____ \$ _____ /hour

4.8.7 _____ \$ _____ /hour

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

4.9 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:

4.10 Subcontractors

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.)

4.11 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.

4.12 Section 1.2 requires that proposals be submitted in compliance with the City of Portage Contract Conditions and Specifications. Do you agree to comply with the Contract Conditions and Specifications?

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

4.13 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.)

4.14 Section 3.5 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 3.5 {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: _____

5. **CITY OF PORTAGE REQUEST FOR PROPOSALS
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:

Storm Water Retention Basin and Storm water Outfall Monitoring Program

Including:

- Monthly Groundwater Elevation Monitoring
- Semi Annual Groundwater Elevation Monitoring
- Annual Storm water Outfall Sampling
- Report Analysis and Recommendations
- IDEP Monitoring

	Monitoring	Allowance	Total
Total December 31, 2015	\$ _____	+\$500.00	\$ _____
Total for January 2015 – December 2016	\$ _____	+\$500.00	\$ _____
Total for January 2016 – December 2017	\$ _____	+\$500.00	\$ _____
Total for January 2017 – December 2018	\$ _____	+\$500.00	\$ _____
Grand Total			\$ _____

I would propose to meet the timetable for project completion as noted in Proposal Section 3.5, or as provided in Section 4.13.

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.

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

Signed: _____ Name: _____

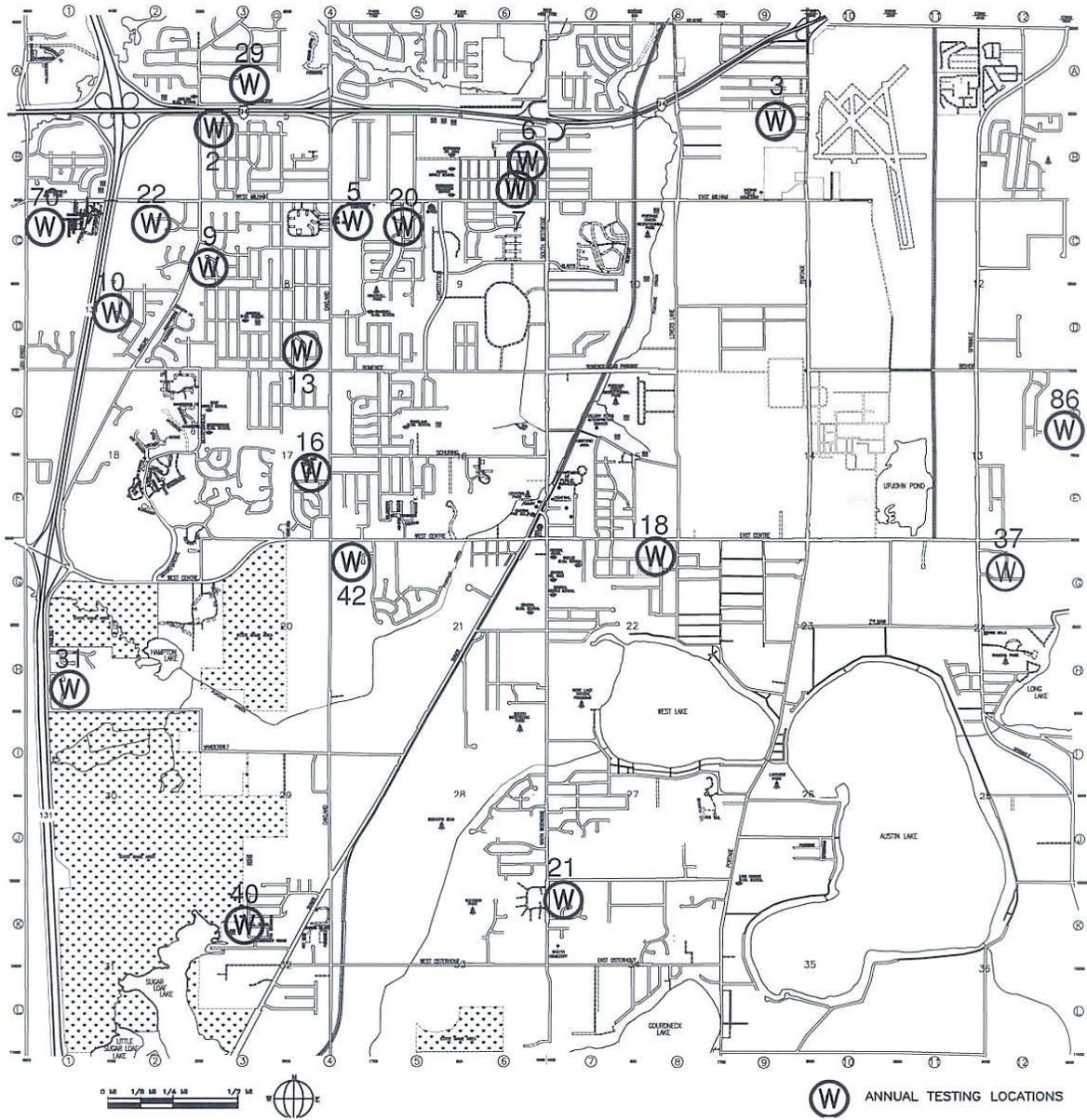
Title: _____ Date: _____

Firm Name: _____

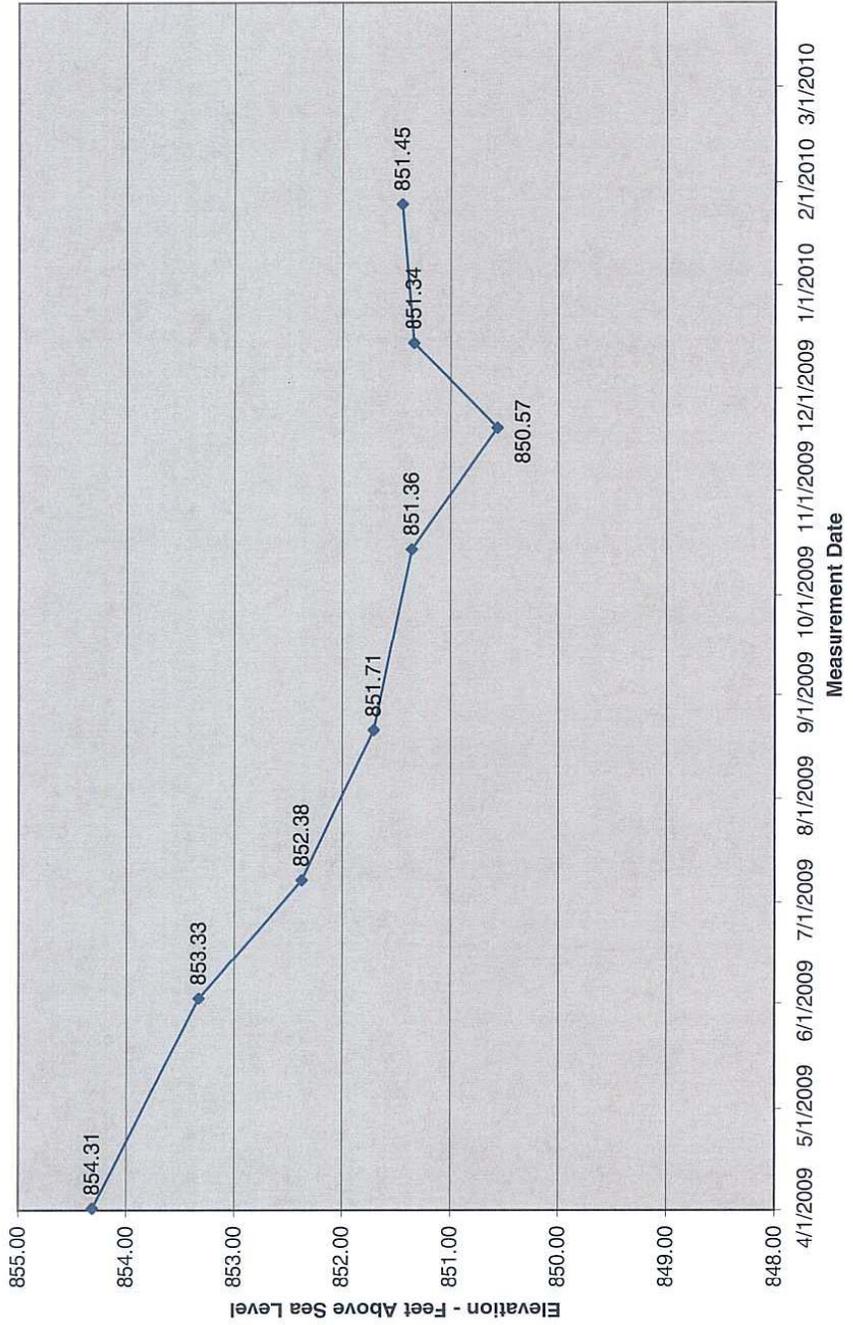
Address: _____

Phone: _____

CITY of PORTAGE RETENTION BASIN LOCATIONS



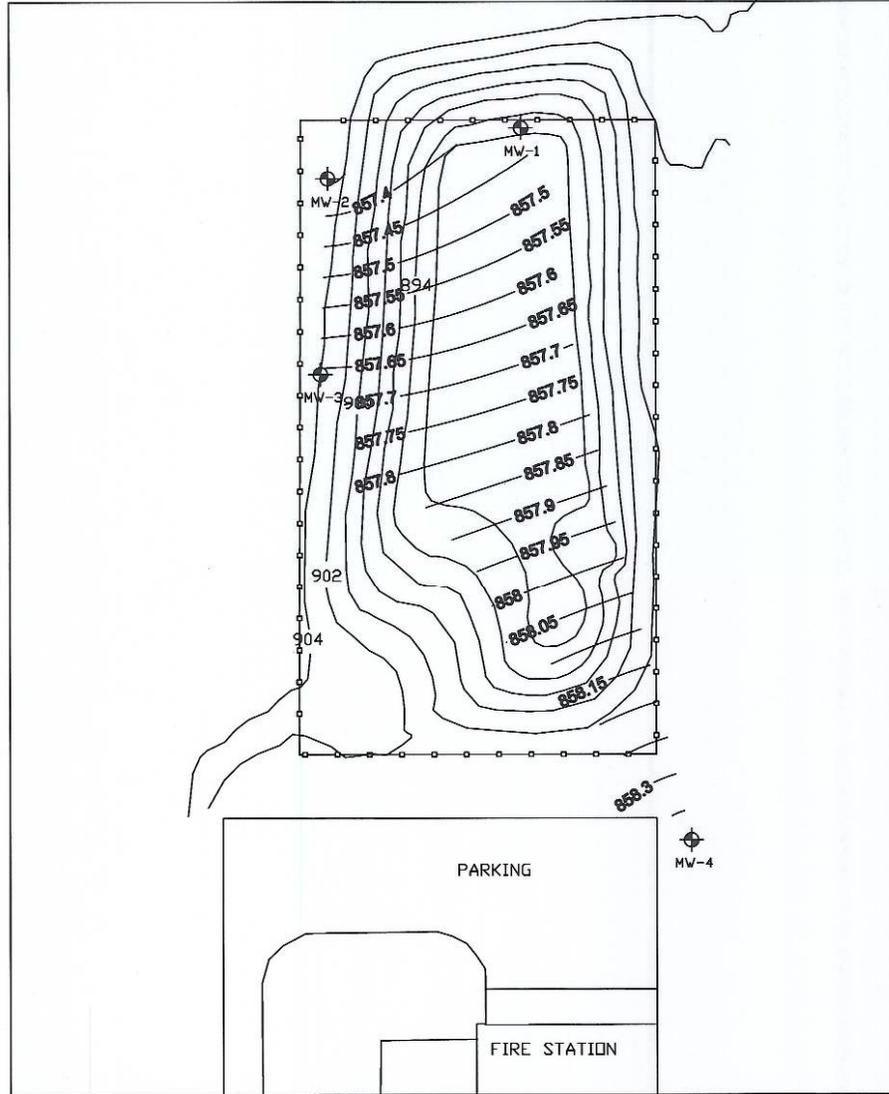
Jamaica Lane Groundwater Elevation



SAMPLE

Example Report

FIGURE 3
GROUNDWATER FLOW MAP
OAKLAND DRIVE FIRE STATION-BASIN #5
PORTAGE, MI



FENCE
 902 CONTOUR
 CONTOUR INTERVAL=2.0'

FOR: CITY OF PORTAGE	 WIGHTMAN ENVIRONMENTAL, INC. 4050 King Drive, P.O. Box 95 Sodus, MI 49126 Phone: (269) 934-7707 Fax: (269) 934-7414 www.wightman-env.com	SCALE: 1"=65'
JOB NUMBER: 100040		DRAWN BY: ASW
DATE: SEPTEMBER 12, 2012		

Table 1
Groundwater Elevation Data Summary
June 5, 2012
City of Portage Stormwater Retention Basin Monitoring

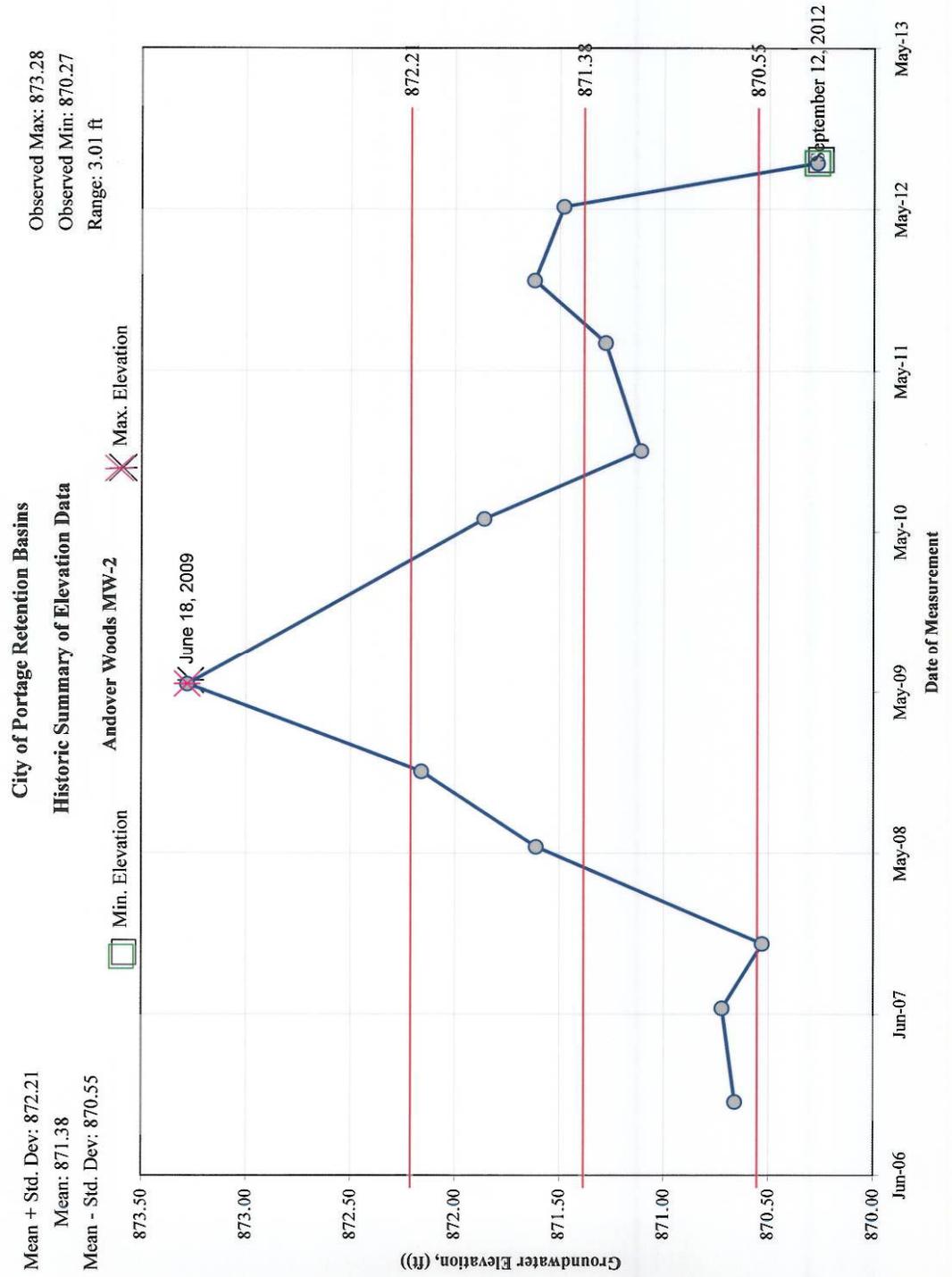
Basin Location	Basin Number	Monitoring Well	Total Well Depth (ft)	Top of Casing Elevation (ft)	Depth to Water (ft)	Water Level Elevation (ft)	Observations & Notes
Andover Wood Ct.	53	MW-1	36.2	901.09	29.58	871.51	
Andover Wood Ct.	53	MW-2	36.72	901.11	29.63	871.48	
Black Forest	37	MW-1	16.38	861.32	7.34	853.98	
Black Forest	37	MW-2	16.34	859.71	5.95	853.76	
Black Forest	37	Staff Guage	N/A	N/A	3.36		8149 Black Forest
Bynmawr	29	MW-1	66	923.06	60.80	862.26	
Coachlitz	9	MW-1	35.1	897.25	31.02	866.23	
Hickory Point	13	MW-1	19.19	874.54	13.27	861.27	
Hickory Point	13	MW-2	38.35	892.89	31.82	861.07	
Marlow-Milham Woods	20	MW-1	54	902.92	47.71	855.21	
Oakland Drive-Fire Station	5	MW-1	60.9	908.92	50.51	858.41	
Oakland Drive-Fire Station	5	MW-2	60.8	910.79	52.45	858.34	
Oakland Drive-Fire Station	5	MW-3	59.8	907.85	49.19	858.66	
Oakland Drive-Fire Station	5	MW-4	51.5	902.59	43.25	859.34	
Oakland Drive-Park	16	MW-1	14.69	869.43	9.87	859.56	
E. Centre-Greenhouse	18	MW-1	33.95	874.16	25.96	848.20	
S. Westnedge	21	MW-1	21.90	872.74	17.01	855.73	
Schuring Rd.	26	MW-1	12.8	861.57	5.79	855.78	
Schuring Rd.	26	MW-2	13.9	862.31	8.13	854.18	
Schuring Rd.	26	MW-3	12.1	862.09	8.75	853.34	
Shuman	40	MW-1	13.15	864.33	7.91	856.42	
Shuman	40	MW-2	14.39	863.31	6.94	856.37	
Sturgeon Bay	2	MW-1	60.57	920.69	57.41	863.28	
Sunburst	10	MW-1	42	905.66	35.29	870.37	
Valleywood Dr. Cul-de-Sac	42	MW-1	7.5	855.66	4.13	851.53	8440 Valleywood Lane
VanHoesen-Ohio (NE)	6	MW-1	22	863.17	14.27	848.90	
VanHoesen-Ohio (SW)	7	MW-1	18	860.54	11.46	849.08	
Westcove	22	MW-1	37.09	900.61	32.76	867.85	
Winters Dr.	3	MW-1	31	866.55	23.87	842.68	
Lori Ct.	31	MW-1	28.33	889.01	24.18	864.83	
N. Montego Bay	86	MW-1	14.99	864.38	***		
N. Montego Bay	86	MW-4	11.09	859.40	7.42	851.98	7235 Jamaica Lane
Wapiti	49	MW-1	15.11	863.01	8.88	854.13	
Wapiti	49	MW-2	14.8	863.41	9.37	854.04	

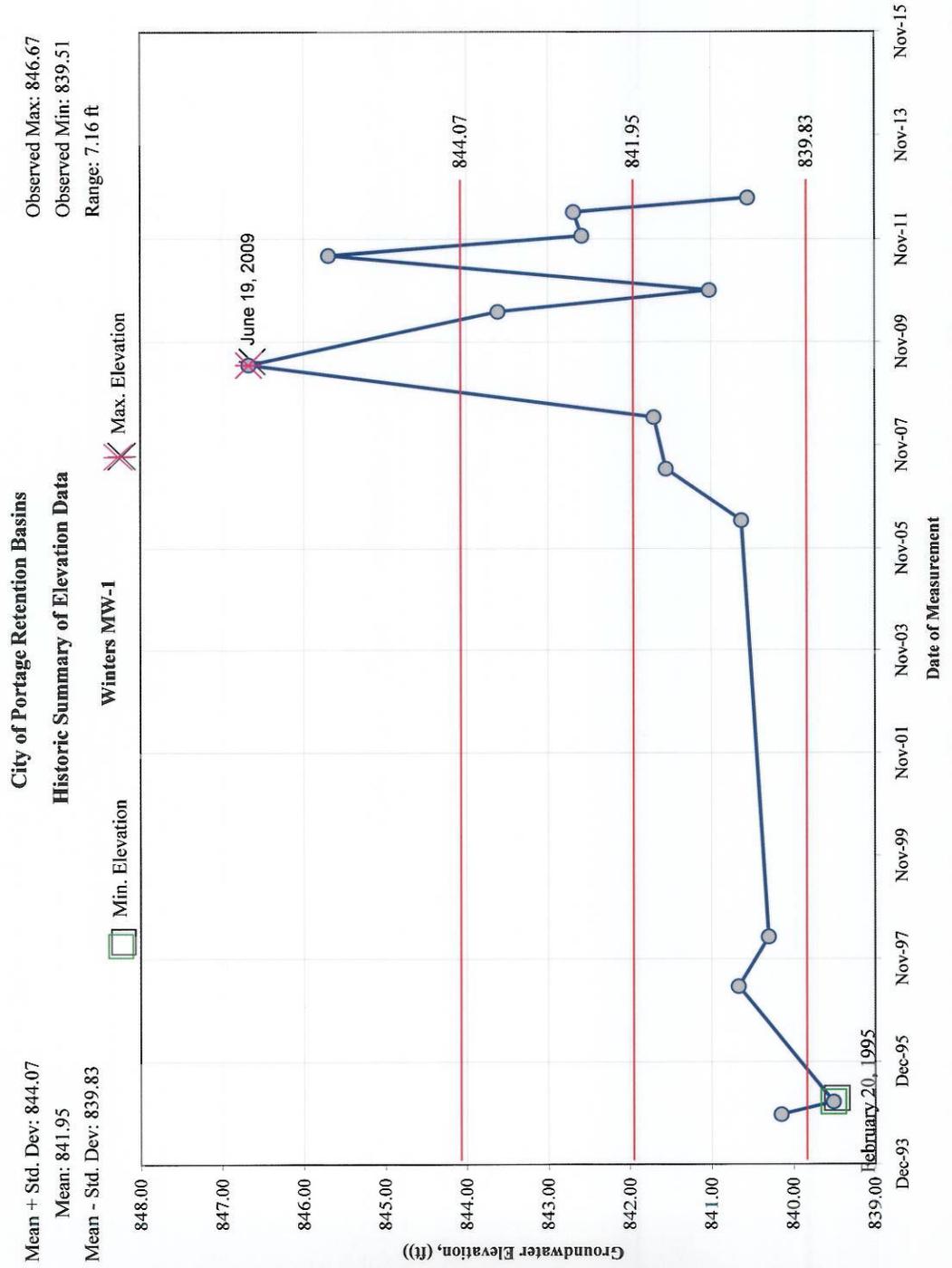
Notes:

***Monitoring Well is locked. No access to key.



Example Report





SAMPLE DATA

2013 IDEP Outlet Inventory

Portage Illicit Discharge Elimination Plan
City of Portage
Portage, MI

Table 1 - Dry Weather Flow Evaluation

Outlet ID	Flow	Material	Ownership		Type of Outfall		Observations					Comments	Last Year of Inspection	Process of Inspection
			Public	Private	Size (ft)	Depth	Color	Turbidity	Floatables	Debris	Stems/Vegetation			
01NES3	standing	RCP	X		12	12	none	none	none	none	none	Part of the Lexington Green Park which was covered and covered in 2009	2009	2014
01SES1	standing	CMP	X	X	36	36	grey	none	none	none	none	Outlet thru Lexington Green Park cleaned and restored in 2009	2009	2014
01SES2	standing	RCP	X		15	15	clear	slight	none	sediment	normal	Outlet thru Lexington Green Park cleaned and restored in 2009	2009	2014
01SES3	standing	RCP	X		15	15	none	none	none	none	normal	Outlet thru Lexington Green Park cleaned and restored in 2009	2009	2014
01SES4	standing	RCP	X		12	12	clear	slight	trash	none	normal	Outlet thru Lexington Green Park cleaned and restored in 2009	2009	2014
01SES5	standing	RCP	X		24	24	clear	clear	trash	none	normal	Outlet thru Lexington Green Park cleaned and restored in 2009	2009	2014
03MES4	1' deep	RCP	X		24	24	clear	clear	none	mineral	Algae	Outlets from west bank of Portage Creek behind and between 5211 and 5221 Woodmont Drive	2009	2014
03NES5	none	RCP	X		8	8	none	none	none	none	none	Concrete FES in riprap below southeast wing wall of Kijigore Road bridge. This outfall no longer has any Fountain discharge	2013	2017
03NES6	none	RCP	X		12	12	none	none	none	none	none	Rebuilt in 2013	2013	2017
03NES7	none	RCP	X		12	12	none	none	none	none	none	Rebuilt in 2013	2013	2017
03NES8	submerged	concrete	X		12	12	clear	clear	none	none	none	Left bank of Portage Creek between 5307 and 5247 Woodmont Drive	2009	2014
03NWS1	none	RCP	X		15	15	none	none	mineral	mineral	normal	Riprap bank of Portage Creek between 5307 and 5351 Woodmont Drive	2009	2014
03NWS2	none	RCP	X		15	15	none	none	mineral	mineral	normal	Riprap bank of Portage Creek between 5307 and 5351 Woodmont Drive	2009	2014
03NWS3	none	RCP	X		30	30	none	none	sediment	sediment	normal	Outlet from east bank of creek just north of Old Kijigore	2009	2014
03NWS4	none	CMP	X		30	30	none	none	sediment	sediment	normal	Outlet from east bank of creek just north of Old Kijigore	2009	2014
03NWS5	none	RCP	X		15	15	none	none	none	none	normal	Outlet from concrete retaining wall south of Old Kijigore along east bank of creek	2009	2014
03NWS6	standing	RCP	X		36	36	lt. brown	slight	none	sediment	normal	Outlet with headwall on south bank of creek about .25' east of Westmeade. Improved in 2008 to 36" with treatment	2008	2014
03SES1	none	RCP	X		24	24	clear	clear	none	none	none	3 feet NE of 03SES5, and covered with large riprap	2008	2014
04MES1	none	GPP	X		12	12	none	none	sediment	sediment	normal	Outlets from west of Conspian structure near inlet west of Westmeade	2012	2017
04MES2	none	GPP	X		36	36	none	none	sediment	sediment	normal	Outlets from west of Conspian structure near inlet west of Westmeade	2012	2017
04NES3	none	CMP	X		24	24	none	none	sediment	sediment	normal	Outlets about 200' west of 1711 Portage	2012	2017
04NES4	none	GPP	X		12	12	none	none	none	none	normal	Outlets into ravine about 200' behind 809 Dukeshire	2012	2017
04NES5	none	GPP	X		12	12	none	none	none	none	normal	Storm sewer from West Fork Crossing outlets into detention basin west of West Fork. Crossing across from Gander Mountain	2012	2017
04NES6	none	RCP	X		10	10	none	none	none	none	normal	Storm sewer from West Fork Crossing outlets into detention basin west of West Fork. Crossing across from Gander Mountain	2012	2017
04NWS7	standing (8' deep)	CMP	X		12	12	none	none	none	none	normal	Outlets behind and between 1260 and 1260 Holiday Lane	2012	2017
04NWS8	standing (8' deep)	CMP	X		12	12	none	none	none	none	normal	Outlets behind and between 1260 and 1260 Holiday Lane	2012	2017
04NWS9	standing (8' deep)	RCP	X		12	12	none	none	leaves	sediment	normal	Outlets from road embankment across from 5245 Stronoga	2013	2017
04NWS10	standing (8' deep)	RCP	X		12	12	none	none	leaves	sediment	normal	Outlets from road embankment across from 5245 Stronoga	2013	2017
04NWS11	standing (12' deep)	RCP	X		18	18	none	none	none	none	normal	Outlets into stand pipe near north bank of creek behind 5217 Morningdale	2013	2017
05NES1	none	RCP	X		24	24	none	none	none	none	normal	Beaver tail to creek from roadway adjacent and south of driveway to 5227 Morningdale	2013	2017
05NES2	none	RCP	X		15	15	none	none	sediment	sediment	normal	Outlets behind and between 1410 and 1416 Holiday Lane. Reconstructed in 2007	2013	2017
05NES3	none	RCP	X		24	24	none	none	none	none	normal	Outlets behind and between 1922 and 1926 Greenbrier	2010	2015
05NES4	none	RCP	X		12	12	none	none	sediment	sediment	normal	Outlets south of Imbriane between 1926 and 1797 Imbriane	2010	2015
05NES5	none	RCP	X		12	12	none	none	sediment	sediment	normal	Outlets south of Imbriane between 1926 and 1797 Imbriane	2010	2015
05NES6	none	RCP	X		12 & 18	12 & 18	none	none	sediment	sediment	normal	Outlets south of Imbriane between 1815 and 1803 Imbriane	2010	2015
05NWS7	none	RCP	X		24	24	none	none	none	none	normal	Outlets from embankment west of Oakland Drive about 20' south of culvert under Oakland	2010	2015
05NWS8	none	RCP	X		8	8	none	none	none	none	normal	Outlets from south bank of creek about 10' east of culvert under Oakland Drive	2010	2015
05NWS9	none	RCP	X		12	12	none	none	none	none	normal	Outlets behind and between 1926 and 2008 Greenbrier	2008	2014
05SES1	none	RCP	X		24	24	none	none	sediment	sediment	normal	Outlets behind and between 5088 and 5088 Trumpeter Drive. concrete energy dissipator at outlet	2009	2014
05SES2	standing (24" deep)	RCP	X		24	24	none	none	sediment	sediment	normal	Outlets west of 5088 and 5088 Trumpeter Drive. concrete energy dissipator at outlet	2009	2014
05SES3	standing (24" deep)	CMP	X		24	24	none	none	sediment	sediment	normal	Outlets from embankment about 200' behind and between 3007 and 3007 Westmeade	2009	2014
05SES4	standing (4" deep)	CMP	X		15	15	none	none	none	none	normal	Outlets from embankment east of 12th Street and adjacent to culvert under 12th Street	2009	2014
05SWS1	none	CMP	X		24	24	none	none	none	none	normal	Outlets from south bank of creek about 50' east of 12th Street	2009	2014
05SWS2	none	CMP	X		12	12	none	none	none	none	normal	Outlets from south bank of creek behind and between 4658 and 4642 Benthall	2009	2014
05SWS3	standing (24" deep)	Box Structure	X		36"	36"	lt. brown	slight	none	sediment	none	'Bubble' structure at north end of Consolidated Drain	2013	2017
05SWS4	standing (4" deep)	Box Structure	X		48"	48"	clear	clear	none	mineral	none	'Bubble' structure on east bank of Consolidated Drain with riprap channel to Consolidated Drain. Outlet from	2013	2017
05SES5	standing (24" deep)	Box Structure	X		24	24	clear	slight	none	sediment	none	'Bubble' structure on west bank of Consolidated Drain just south of pedestrian bridge over drain. Storm water outfall from	2013	2017
10NES1	standing	GPP	X		24	24	lt. brown	clear	none	sediment	normal	Crossroads mall	2013	2017
10NES2	standing	GPP	X		24	24	lt. brown	slight	none	sediment	normal	Crossroads mall	2013	2017
10NES3	standing	GPP	X		24	24	clear	clear	none	sediment	normal	Crossroads mall	2013	2017
10SES1	standing	CMP	X		30	30	clear	clear	none	none	normal	Storm sewer outlet into railroad between 6310 and 654 S. Lovers Lane. Trash rack on FES	2005	2014
10SWS1	none	CMP	X		12	12	none	none	none	none	normal	Outlets into ditch near NW corner of parking lot of 6666 Lovers Lane, about 100 yards west of Lovers Lane. Trash rack on FES	2005	2014
10SWS2	none	CMP	X		12	12	none	none	none	none	normal	50 yards east of overhead power lines. Roadway storm sewer discharge	2011	2014
10SWS3	none	CMP	X		12	12	none	none	none	none	normal	100 feet west of railroad tracks	2011	2014
10SWS4	none	CMP	X		24	24	none	none	none	none	normal	15 feet west of 36-inch CPP culvert. Trash rack over FES	2012	2014

SAMPLE DATA

2013 IDEP Outlet Inventory

Portage Illicit Discharge Elimination Plan
City of Portage
Portage, MI

Outlet ID	Flow Evaluation	Inspection	Proposed Year of Inspection	Notes
15NES1	none	X	2012	normal
16NES1	none	X	2012	normal
16NES2	none	X	2012	normal
16NES3	none	X	2012	normal
16NES4	none	X	2012	normal
16NES5	none	X	2012	normal
16NES6	none	X	2012	normal
16NES7	none	X	2012	normal
16NES8	none	X	2012	normal
16NES9	none	X	2012	normal
16NES10	none	X	2012	normal
16NES11	none	X	2012	normal
16NES12	none	X	2012	normal
16NES13	none	X	2012	normal
16NES14	none	X	2012	normal
16NES15	none	X	2012	normal
16NES16	none	X	2012	normal
16NES17	none	X	2012	normal
16NES18	none	X	2012	normal
16NES19	none	X	2012	normal
16NES20	none	X	2012	normal
16NES21	none	X	2012	normal
16NES22	none	X	2012	normal
16NES23	none	X	2012	normal
16NES24	none	X	2012	normal
16NES25	none	X	2012	normal
16NES26	none	X	2012	normal
16NES27	none	X	2012	normal
16NES28	none	X	2012	normal
16NES29	none	X	2012	normal
16NES30	none	X	2012	normal
16NES31	none	X	2012	normal
16NES32	none	X	2012	normal
16NES33	none	X	2012	normal
16NES34	none	X	2012	normal
16NES35	none	X	2012	normal
16NES36	none	X	2012	normal
16NES37	none	X	2012	normal
16NES38	none	X	2012	normal
16NES39	none	X	2012	normal
16NES40	none	X	2012	normal
16NES41	none	X	2012	normal
16NES42	none	X	2012	normal
16NES43	none	X	2012	normal
16NES44	none	X	2012	normal
16NES45	none	X	2012	normal
16NES46	none	X	2012	normal
16NES47	none	X	2012	normal
16NES48	none	X	2012	normal
16NES49	none	X	2012	normal
16NES50	none	X	2012	normal
16NES51	none	X	2012	normal
16NES52	none	X	2012	normal
16NES53	none	X	2012	normal
16NES54	none	X	2012	normal
16NES55	none	X	2012	normal
16NES56	none	X	2012	normal
16NES57	none	X	2012	normal
16NES58	none	X	2012	normal
16NES59	none	X	2012	normal
16NES60	none	X	2012	normal
16NES61	none	X	2012	normal
16NES62	none	X	2012	normal
16NES63	none	X	2012	normal
16NES64	none	X	2012	normal
16NES65	none	X	2012	normal
16NES66	none	X	2012	normal
16NES67	none	X	2012	normal
16NES68	none	X	2012	normal
16NES69	none	X	2012	normal
16NES70	none	X	2012	normal
16NES71	none	X	2012	normal
16NES72	none	X	2012	normal
16NES73	none	X	2012	normal
16NES74	none	X	2012	normal
16NES75	none	X	2012	normal
16NES76	none	X	2012	normal
16NES77	none	X	2012	normal
16NES78	none	X	2012	normal
16NES79	none	X	2012	normal
16NES80	none	X	2012	normal
16NES81	none	X	2012	normal
16NES82	none	X	2012	normal
16NES83	none	X	2012	normal
16NES84	none	X	2012	normal
16NES85	none	X	2012	normal
16NES86	none	X	2012	normal
16NES87	none	X	2012	normal
16NES88	none	X	2012	normal
16NES89	none	X	2012	normal
16NES90	none	X	2012	normal
16NES91	none	X	2012	normal
16NES92	none	X	2012	normal
16NES93	none	X	2012	normal
16NES94	none	X	2012	normal
16NES95	none	X	2012	normal
16NES96	none	X	2012	normal
16NES97	none	X	2012	normal
16NES98	none	X	2012	normal
16NES99	none	X	2012	normal
16NES100	none	X	2012	normal

SAMPLE DATA

DRY WEATHER FLOW EVALUATION

GENERAL ID

_____ IDEP ID _____ NPS ID*

Date _____ Time _____ Air Temp _____ °F

Crew Name _____ Date of Last Rain _____ _____ Clear/Sunny

Photograph # _____ _____ Partly Cloudy

GPS Coordinates _____ °N _____ °W _____ Overcast

TYPE OF OUTFALL

Material _____	Size (in) _____	Condition _____	Flow Observations _____
_____ Concrete	_____ PVC	_____ Like New	_____ Depth (in)
_____ RCP	_____ Metal	_____ Good	_____ Standing water in pipe, no flow
_____ CMP	_____ Clay	_____ Broken	_____ Trace, insufficient to quantify
_____ CPP	_____ Ditch	_____ Impaired	_____ Dry, no water present
_____ Other-describe _____		Ownership _____	

OBSERVATIONS

Odor _____ None _____ Musty _____ Sewage _____ Rotten Egg _____ Gas _____ Oil _____ Other**
Color _____ Clear _____ Light Brown _____ Dark Brown _____ Green _____ Grey _____ Black _____ Other**
Turbidity _____ Clear _____ Slightly _____ Moderate _____ Highly _____ Opaque _____ Other**
Floatables _____ None _____ Trash _____ Sewage _____ Foam _____ Oil Sheen _____ Other**
Deposits/ Stains _____ None _____ Mineral _____ Sediment _____ Oily _____ Grease _____ Other**
Vegetation _____ None _____ Normal _____ Excessive _____ Algae _____ Other**

**If Other, include comments

CHEMICAL ANALYSIS

Temperature _____ °C	Ammonia _____ ppm
Conductivity _____ µS	Copper _____ ppm
pH _____	Nitrate _____ ppm
	Nitrite _____ ppm
	Phosphorus _____ mg/L
	Surfactants _____ high _____ low _____ none

RECEIVING SURFACE WATER Name: _____

OBSERVATIONS

Odor _____ None _____ Musty _____ Sewage _____ Rotten Egg _____ Gas _____ Oil _____ Other**
Color _____ Clear _____ Light Brown _____ Dark Brown _____ Green _____ Grey _____ Black _____ Other**
Turbidity _____ Clear _____ Slightly _____ Moderate _____ Highly _____ Opaque _____ Other**
Floatables _____ None _____ Trash _____ Sewage _____ Foam _____ Oil Sheen _____ Other**
Deposits/ Stains _____ None _____ Mineral _____ Sediment _____ Oily _____ Grease _____ Other**
Vegetation _____ None _____ Normal _____ Excessive _____ Algae _____ Other**

CHEMICAL ANALYSIS

Temperature _____ °C	Ammonia _____ ppm
Conductivity _____ µS	Copper _____ ppm
pH _____	Nitrate _____ ppm
	Nitrite _____ ppm
	Phosphorus _____ mg/L
	Surfactants _____ high _____ low _____ none

Follow Up _____ None _____ High Priority _____ Other - explain _____ Additional information on attached sheet

_____ Low Priority _____ Immediate

Comments _____

SAMPLE DATA



USER: JMS
 PLOT INFO: D:\WORK\01586\MAP_DOCUMENT\PORTAGE-2005-dep-update.MXD DATE: 11-29-05

LEGEND

- GROUND OUTLET
- SURFACE OUTLET
- KALAMAZOO STORM SEWER
- PORTAGE FORCEMAIN
- PORTAGE STORM SEWER
- DESIGNATED COUNTY DRAINS
- STORM WATER SERVICE AREA
- OBSERVED WETLANDS
- MUNICIPAL BOUNDARY
- SURFACE WATER

DATA SOURCES: CITY OF PORTAGE GIS 2005
 MICHIGAN DNR MIRIS, 1978, PROJECTED TO
 MICHIGAN SPCS NAD 83, FEET



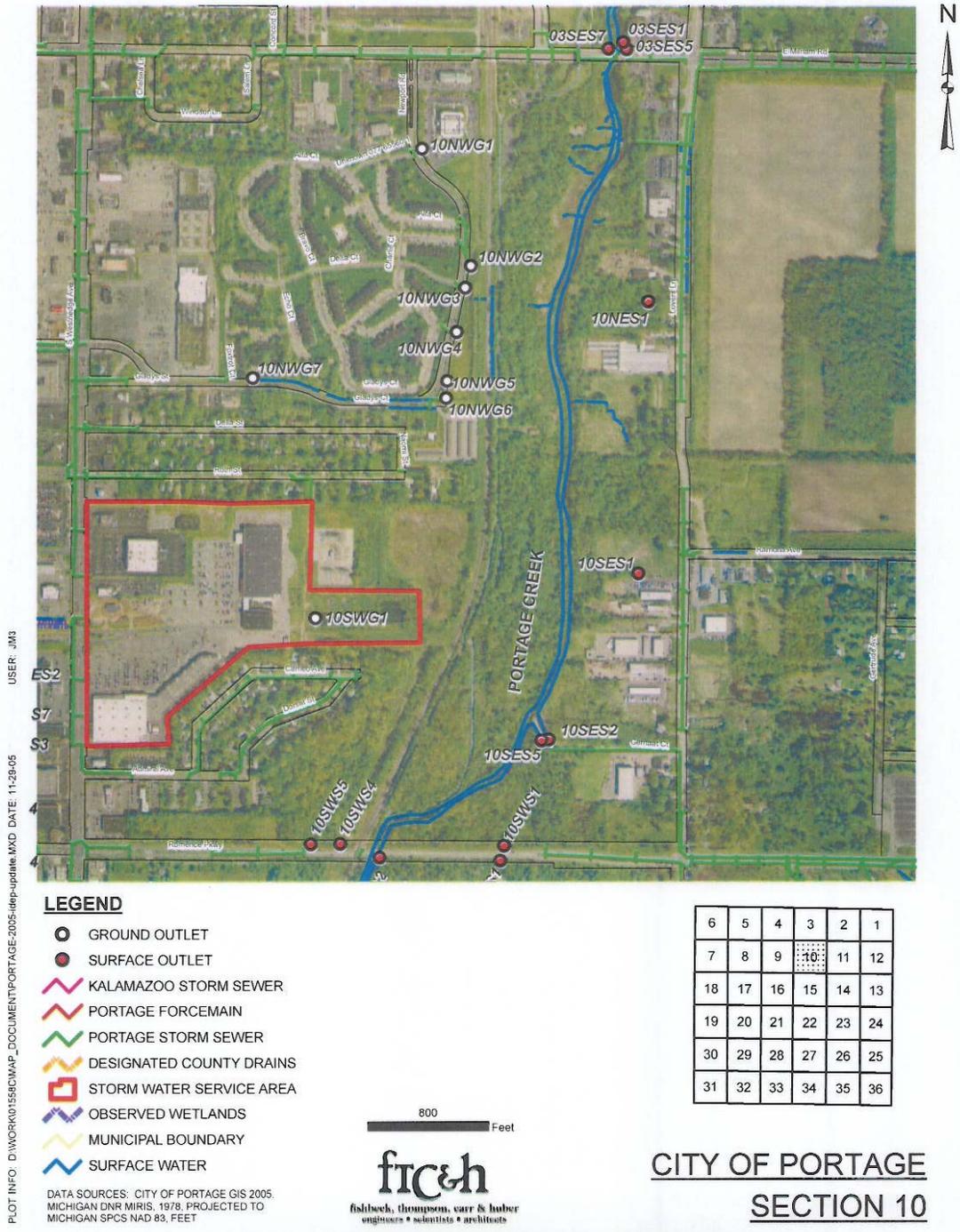
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**CITY OF PORTAGE
SECTION 3**

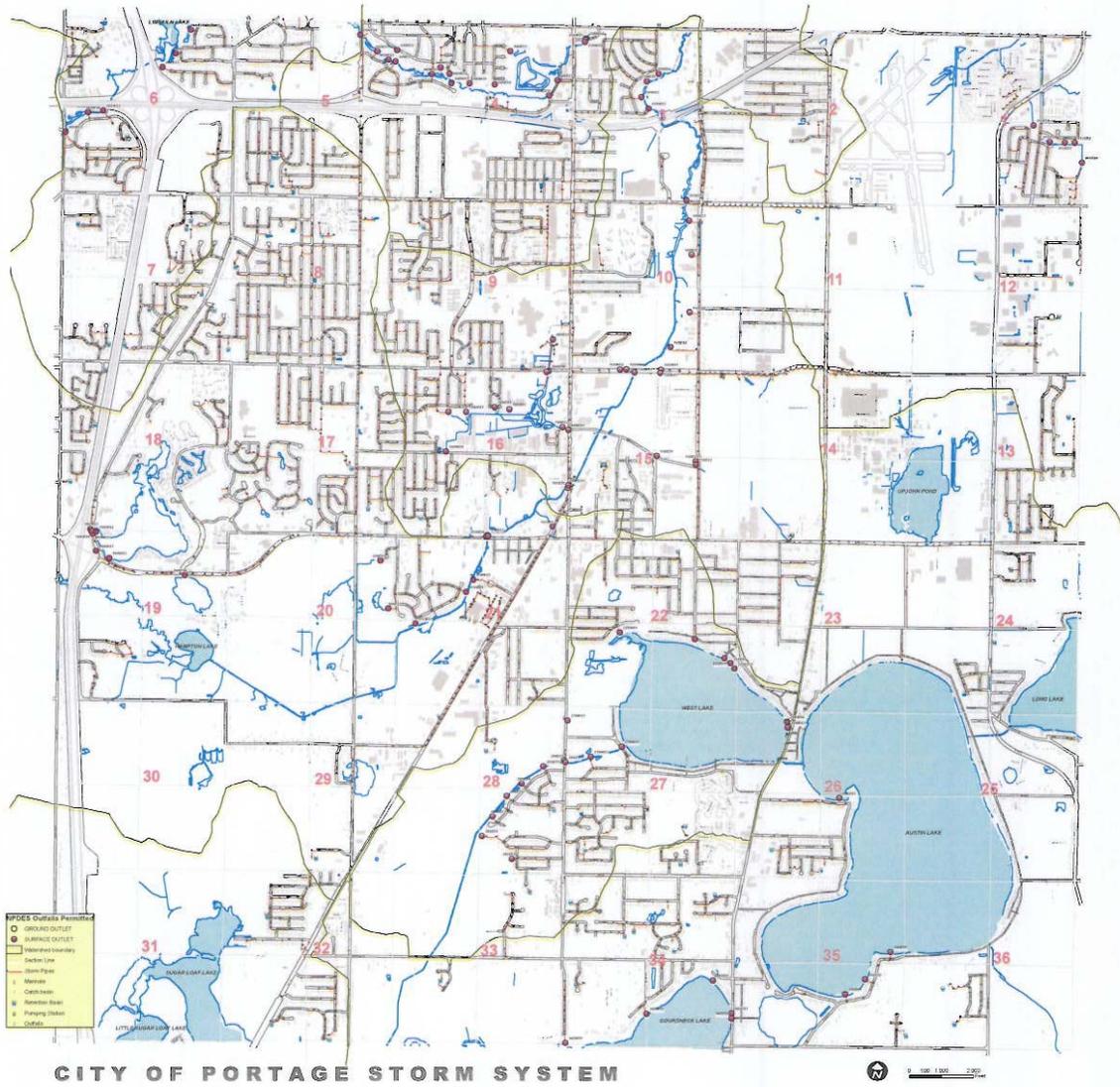
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DRAFT CONTRACT AGREEMENT

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

AGREEMENT BETWEEN CITY OF PORTAGE AND THE FIRM

AGREEMENT

made as of the _____ day of _____ in the year of Two Thousand Fourteen

BETWEEN the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan, hereinafter referred to as the "City" and _____, hereinafter referred to as the "firm":

For the City of Portage project in accordance with the Request for Proposal and the proposal submitted by the Firm dated _____ which by reference are incorporated into this contract as part of this binding Agreement.

ARTICLE 1 -- RESPONSIBILITIES OF THE FIRM

1. SERVICES OF THE FIRM

- 1.1. The services of the Firm consist of those services performed by the Firm, its employees and subcontractors as enumerated in Articles 2 and 3 of this agreement and any other services included in Article 13.
- 1.2. The services of the Firm shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the City, the Firm shall submit for the approval by the City, a schedule for the performance of the services of the Firm which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the review and approval of the City of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the City shall not, except for reasonable cause, be exceeded by the Firm or the City. 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.
- 1.3. The services covered by this Agreement are subject to other conditions and other services described in Article 13.

ARTICLE 2 -- BASIC SERVICES OF THE FIRM

2. BASIC SERVICES

2.1. Definitions

- 2.1.1. The Basic Services of the Firm consist of those described in Paragraphs 2.2 through 2.8 and any other services identified in Article 13 as part of Basic Services.
- 2.1.2. The Firm shall submit a progress report biweekly in the form as may be required by the City showing status of all work. If progress is delayed, the report shall state the reasons for that delay. Further, if the Firm believes a deadline established by this contract will not

be met, the Firm shall inform the City contract administrator as soon as the Firm becomes aware of such delay.

2.1.3. During all phases required under this contract, the Firm shall attend conferences as scheduled by the City. The Firm shall attend scheduled job meetings at the site and other meetings as reasonably required by the City to ensure a timely project completion. The Firm shall at reasonable times be available for all required interpretations of the plans and specifications and shall promptly advise the City of inadequacies of, or conflicts between drawings, specifications, or both.

2.2. Professional Engineering Services Minimum Requirements -- The scope of professional services to be provided shall be in compliance with the following provisions.

2.3. Historical Overview – Storm Water Retention Basins

In 1994, the City of Portage began sampling and monitored groundwater at various city owned storm water retention basins. Samples are taken annually at all basins, and quarterly at some basins exhibiting higher contamination risks. Basins are scheduled for monthly monitoring, annual monitoring are typically sampled in June, while basins were sampled quarterly in February, April, June and November. Currently, the city wishes to monitor only groundwater elevations on a semi annual or annual basis at selected storm water basins. In 2005, the City began monitoring surface water discharge for illicit discharge elimination detection (IDEP). The City currently re-inspects the outfalls on a five year schedule

2.4. Project Requirements

2.4.1. The proposed monitoring program consists of groundwater elevation monitoring at various storm water basins in the City of Portage. Additionally, surface water testing for selected surface water outlets shall be performed, as required by the City NPDES Stormwater Permit.

2.4.2. Storm Water Outfall Monitoring

The program also includes the surface water sampling at the locations shown in Section 2.4.3.2. Annual sampling of a representative sample shall be performed. Sampling parameters consist of dissolved oxygen, E.coli, pH, specific conductivity, temperature, total suspended solids, total phosphorus and total nitrogen. Annual results shall be accompanied by a letter report summary of the results.

2.4.3. Retention Basin Monitoring Schedule and Frequency

2.4.3.1. Semi-Annual Testing Locations

<u>Basin #</u>	<u>Location/Access</u>	<u># of Wells</u>
53	4731 Andover Wood Ct.	MW1, MW2
37	816 Black Forest	MW1, MW2, Staff Gauge
29	291 Bynmawr	MW1
9	3210 Coachlite	MW1
13	2217 Hickory Point	MW1, MW2
20	6140 Marlow-Milam Woods	MW1
5	6101 Oakland Dr. – Fire Station	MW1, MW2,

		MW3, MW4
16	7550 Oakland Dr. – Park	MW1
18	1105 E. Centre – Greenhouse	MW1
21	10137 S. Westnedge Access	MW1
26	1326 Schuring Rd.	MW1, MW2, MW3
40	10270 Shuman	MW1, MW2
2	Sturgeon Bay @I-94	MW1
10	6700 Sunburst	MW1
42	Valleywood Dr. Cul-de-Sac	MW1
6	NE Corner VanHoesen & Ohio	MW1
7	SW Corner VanHoesen & Ohio	MW1
22	3655 Westcove	MW1
3	2220 Winters Drive	MW1
31	Lori Court – Access 8905 Lori	MW1
86	North Montego Bay	MW1, MW4 (NW 4 @ 7235 Jamaica)
49	7919 Wapiti	

2.4.3.2. Annual Surface Water Outfall Locations

<u>NPDES Outfall</u>	<u>Location</u>	<u>Pipe Size (Dia)</u>
01SES1	East of Berwick St.	36"
16NWS2	Behind 1223 Woodland Ave.	36"
16SES1	7901 Shaver Road	36"
21NWS3	865 Lenox Dr.	36"
15NWS1	7320 Garden Lane	72"

2.4.3.3. Black Forest & Jamaica Lane Groundwater Well Monitoring

Groundwater monitoring wells located at 7235 Jamaica Lane and at the Black Forest storm water basin shall be monitored monthly and recorded on a histogram in conjunction with corresponding precipitation data. The document shall be delivered to the city in an Excel and PDF format each month for website posting.

2.4.3.4. Monthly Testing Locations

<u>Basin #</u>	<u>Location/Access</u>	<u># of Wells</u>
37	8160 Black Forest Dr.	MW1
NA	7235 Jamaica Ln.	MW1

2.4.4. Illicit Discharge Elimination Program

The proposed program includes the monitoring, documentation, and submission of annual storm sewer outfalls as shown on the included IDEP inventory sheets. It is anticipated that all 120 outfalls will be monitored over the 4 years of the contract. The year of each outfall testing is shown on the sheets. Attached to this RFP is a sample

IDEP reporting sheet. This sheet shall be completed for each outfall monitored. Discharges detected outside normal parameters shall be reported to the contract administrator for investigation/enforcement. A map of all the IDEP outfalls is included with this RFP.

2.4.5. Mapping

Basic basin location of retention basins and well elevations are required to be updated and continued – similar to the current format (attached). Groundwater depth and contouring will be required.

2.4.6. Graph

Each basin shall have a groundwater depth chart similar to the current format (attached). Figures shall be updated monthly, semi-annually, or annually as the monitoring frequency required.

2.5. Reports

A yearly annual report (January) for all basins shall be submitted with complete figures, maps and charts. The annual report shall examine results and trends and make recommendations for future testing and/or corrective best management practices. Two copies of the report shall be submitted. Previous groundwater elevation data is available in a MS Excel format. The year end report shall be supplied with a PDF version for website upload.

The consultant annual contract shall include a \$500 allowance for maintenance and/or repair of monitoring wells. This allowance shall only be used if authorized by the contract administrator. Reproducible reports in electronic format (i.e. Excel spreadsheet) shall be made available to the City for future use.

ARTICLE 3 -- PROJECT REQUIREMENT

3. **PROJECT REQUIREMENT**

- 3.1. **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 services at the frequencies and during the times as specified herein. The services shall include all functions normally considered a part of completing this work in a satisfactory manner as determined by the City of Portage. Compensation to cover all expenses shall be included in the proposed project cost.
- 3.2. **Extra Work** During the period of this contract there may be occasions when extra services are required which are not a part of this contract. Costs for services provided in these situations will be negotiated at the time of each occurrence. Any such work must have pre-approval of the City of Portage. The City will not be responsible for additional invoices for work or materials that did not have pre-approval.
- 3.3. **Engineering Firm Status** The Firm employees at all times shall be considered as independent contractors and not as City employees. 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 employees, and the right to hire, fire, and discipline all employees. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security, or other purposes, nor shall employees be entitled to any of the City's fringe benefit programs.

- 3.4. **Engineering Firm Employees** The Firm shall at all times be responsible for the conduct and discipline of 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 workers employed by the Firm, who in the opinion of the Contract Administrator, does not perform his work in a skilled manner, or acts in a disorderly or intemperate manner, or engages in sexual harassment or other forms of inappropriate behavior at the written request of the Contract Administrator, shall be removed immediately from the project and shall not be utilized again in any portion of the work without approval of the Contract Administrator.
- 3.5. **Laws and Municipal Ordinances** The Firm shall be 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.
- 3.6. **Contract Administrator** The Director of Transportation/Utilities or his designated representative, shall be the Contract Administrator. The Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.
- 3.7. **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.
 - 3.7.1. Please note this timeline is not meant to hold the Firm responsible for conditions over which it has no control, but is intended to provide the City with information on how the project might progress using high quality standards necessary to implement a first class workmanlike project.
- 3.8. In the event that any changes required in the plans, drawings, specifications, or other documents because of defect of design or unworkability of details, or because of any other fault or errors of the Firm, no additional compensation shall be paid to the Firm for making those changes.

ARTICLE 4 -- RESPONSIBILITIES OF THE CITY

4. RESPONSIBILITIES OF THE CITY

- 4.1. The City shall provide all available information regarding requirements for the Project, including the objectives of the City, schedule, constraints and criteria.
- 4.2. The City shall establish and update an overall budget for the Project, including the Construction Cost.
- 4.3. If requested by the Firm, the City shall furnish evidence that financial arrangements have been made to fulfill the obligations of the City under this Agreement.
- 4.4. The City shall designate a Project Manager authorized to act on behalf of the City with respect to the Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Firm in order to avoid unreasonable delay in the orderly and sequential progress of services of the Firm.
- 4.5. The City may furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the City shall require to verify Applications for

Payment of the Contractor or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the City.

- 4.6. Prompt written notice shall be given by the City to the Firm if the City becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.
- 4.7. Execute overall project management functions.
- 4.8. Ensure compliance of all financial obligations.
- 4.9. Transmit instructions, receive information, interpret and define the city policies and provide designs in a timely manner.
- 4.10. Furnish pertinent city record and/or information for use by the Consultant.
- 4.11. Provide access to public lands as required by the Consultant.
- 4.12. Promptly notify the Consultant when the department observes or becomes aware of any deviation in the project.
- 4.13. Review progress drawings and specifications and offer in writing decisions pertaining thereto in a timely fashion

ARTICLE 5 --

USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS OF THE FIRM

5. USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS OF THE FIRM

- 5.1. The Drawings, Specifications, and other documents prepared by the Firm for this Project are instruments of the Service of the Firm for use solely with respect to this Project and, unless otherwise provided, the Firm shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The City shall be permitted to retain copies, including reproducible copies, of the Drawings, Specifications and other documents of the Firm for information and reference in connection with the Project. The Drawings, Specifications or other documents of the Firm may be used by the City or others on other projects, for additions to this Project or for completion of this Project by others provided that such use is for improvement of the City of Portage infrastructure.
- 5.2. Submission or distribution of documents to meet official, regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Firm.
- 5.3. Copyright
- 5.4. 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.

ARTICLE 6 -- ARBITRATION

6. ARBITRATION

- 6.1. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.
- 6.2. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations. A demand for arbitration shall not limit or affect the rights of the City to withhold payment pursuant to Article 9.
- 6.3. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner any additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the City, Firm, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described herein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- 6.4. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 7 -- TERMINATION, SUSPENSION OR ABANDONMENT

7. TERMINATION, SUSPENSION OR ABANDONMENT

- 7.1. This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 7.2. If the project is suspended by the City for more than 30 consecutive days, the Firm shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the compensation of the Firm shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the services of the Firm. Suspension of the project under this section shall not give rise to any claim against the City.
- 7.3. This Agreement may be terminated by the City upon not less than seven day's written notice to the Firm in the event that the Project is permanently abandoned. If the Project is abandoned by the City for more than 90 consecutive days, the Firm may terminate this Agreement by given written notice.

- 7.4. In the event of termination not the fault of the Firm, the Firm shall be compensated for services performed prior to termination.
- 7.5. Termination not the fault of the Firm shall not give rise to any claim against City for damages or for compensation in addition to that provided under this section. Such payment so made to Firm shall be in full settlement for services rendered under and pursuant to this agreement. In the event of termination by either party, all finished or unfinished documents, data studies and reports prepared by Firm under and pursuant to this agreement for which the Firm has been compensated shall, at the option of the City, be available to be used by the City.
- 7.6. In the event of termination by the City for the default of the Firm, the City may take over the work and services and prosecute them to completion by contract or otherwise, and the Firm shall be liable to the City for any excess cost caused the City by reason of such completion of work.

ARTICLE 8 -- MISCELLANEOUS PROVISIONS

8. MISCELLANEOUS PROVISIONS

- 8.1. This agreement shall be governed by the law of the State of Michigan.
- 8.2. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.
- 8.3. The City and the Firm, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the City nor the Firm shall assign this Agreement without the written consent of the other.
- 8.4. 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.
- 8.5. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Firm.
- 8.6. The Firm shall have the right to include representations of the design of the Project, including photographs, among the promotional and professional materials of the Firm. The materials of the Firm shall not include the confidential or proprietary information of the City if the City has previously advised the Firm in writing of the specific information considered by the City to be confidential or proprietary. The City shall provide professional credit for the Firm on the construction sign and in the promotional materials for the Project.

ARTICLE 9 -- PAYMENTS TO THE FIRM

9. PAYMENTS WITHHELD

- 9.1. Except as provided in 9.2, no deductions shall be made from the compensation of the Firm on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Firm has been found to be liable. Reimbursable expenses shall include preparation and duplication of plans and specifications required by a contractor to bid on this project. Reimbursable expenses may also include any other

expenses agreed to by the Firm and the City, provided the expenses were identified and agreed to prior to the expense being incurred.

- 9.2. When the City has reasonable grounds for believing that a claim exists or will exist against the Firm, arising out of the negligence of the Firm or breach of any provisions of this agreement, then the City may withhold payment of any amount otherwise due and payable to the Firm under this agreement. The amount withheld may be retained by the City for that period as it may deem advisable to protect the City against any loss and may, after written notice to the Firm, be applied in satisfaction of any claim described. No interest shall be payable by the City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the City.
- 9.3. 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.

ARTICLE 10 -- BASIS OF COMPENSATION

10. THE CITY SHALL COMPENSATE THE FIRM AS FOLLOWS

10.1. FOR BASIC SERVICES, as described in Article 2 and Article 3, the City of Portage Request for proposal Document, and any other services, terms, and conditions included in Article 13 as part of Basic Services, Total Compensation shall be:

	Monitoring	Allowance	Total
Total through December 31, 2015	\$ _____	+\$500.00	\$ _____
Total for January 2016 – December 2017	\$ _____	+\$500.00	_____
Total for January 2017 – December 2018	\$ _____	+\$500.00	\$ _____
Total for January 2018 – December 2019	\$ _____	+\$500.00	\$ _____
Grand Total			\$ _____

10.2. Actual compensation paid up to the maximum for the scope of work addressed herein shall be at the hourly rates listed on Attachment C for the actual number of hours worked.

10.3. Compensation for Additional Services

10.3.1. **Reimbursable Expenses.** The Firm is to be reimbursed for the direct costs associated with printing expenses of the final bid set of documents, including plans, specifications, final computer plotting of the documents, distribution, and the like for the purposes of bidding the project to General Contractors. Any printing, plotting, or distribution costs as a result of changes made by the Owner or Contractor shall be reimbursed at direct cost to the Firm.

10.3.2. Additional services shall be provided at the rates agreed to by the City and Firm in accordance with the proposal submitted.

10.3.3. If it becomes necessary to perform extra work as defined in Section 3.2, the following hourly rates will apply:

10.3.3.1.Owner/Partner: \$_____/hour

10.3.3.2.Professionals: \$_____/hour

10.3.3.3.Technicians: \$_____/hour

10.3.3.4.Clericals: \$_____/hour

10.3.3.5.Others (including subconsultants/subcontractors -- please specify)

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

10.3.4. Expenses and Charge Back Rates:

ARTICLE 11 – INDEMNITY AND INSURANCE

11. INDEMNITY AND INSURANCE

11.1. Insurance

The successful Firm agrees to provide insurance as outlined below:

11.1.1. 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.

11.1.2. 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

11.1.3. 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.

11.1.4. 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

11.1.5. 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.

- 11.1.6. 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.
- 11.1.7. 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.
- 11.1.8. 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.

- 11.1.9. 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.
- 11.1.10. 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.
- 11.1.11. 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.

11.2. Indemnification

To the fullest extent permitted by Laws and Regulations, the Firm, 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 Firm, 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 Firm 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 firm 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 firm'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.

ARTICLE 12 -- OTHER CONDITIONS OR SERVICES

12. OTHER CONDITIONS OR SERVICES

- 12.1. **SUPERVISION BY THE FIRM** The Firm will supervise and direct the work covered under this contract. It will be solely responsible for the means, methods, techniques, sequences, and procedures of the work performed. The Firm will appoint a Project Supervisor who shall have full 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.
- 12.2. **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. It shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees.
- 12.3. **WARRANTY AND GOOD FAITH** The Firm shall remain available and on-call to address any potential warranty claims that may result from any phase of the project. The Firm shall also be available to evaluate any possible system failure that may be allegedly attributable to a design criteria provided by the Firm. This provision shall be defined as a basic service for which compensation is represented in Section 11.1.
- 12.4. **ATTORNEY FEES** In the event that any actions filed in any court as a result of the breach of this agreement by the Firm, in addition to all the sums that the Firm may be called upon to pay for said breach, it is also responsible for all the actual attorney fees and costs of the City in pursuing the litigation.
- 12.5. **NON-DISCRIMINATION** The Firm agrees to 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, the Firm is 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 race, color, religion, national origin, ancestry, age, sex or disability, as defined by law.

- 12.6. **AGREEMENT VALIDITY** 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.

This Agreement entered into as of the day and year first written above.

CITY OF PORTAGE

FIRM

(signature)

(signature)

Maurice S. Evans, City Manager
Name and Title

Name and Title

Approved as to form:

Randall Brown
Portage City Attorney