



Department of Finance and Purchasing

NOTICE

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

Storm Water Basin Asset Management Plan (SAW Grant)

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 Division 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.

PROPOSAL INDEX
PROFESSIONAL ENGINEERING SERVICES

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Attachment:
Draft Contract

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 City of Portage Contract Conditions and Specifications

Any Firm that submits a proposal should be prepared to provide professional services being provided and for City of Portage/third party contracts that involve professional and/or administrative assistance of the Firm. The Contract Conditions and Specifications are available on the City's web-site at www.portagemi.gov.

1.3 Withdrawal of Proposals

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.

Each proposal shall be considered binding and in effect for a period of one hundred and twenty (120) days after the closing date.

1.4 Opening of Proposals

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

1.5 Evaluation of Proposals

It is the intent of the City of Portage to evaluate all proposals quickly and be prepared to recommend an award at the January 20, 2015 City Council meeting.

1.6 Proposal Form

1.6.1 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.

1.6.2 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 meeting specifications can still be considered.

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

1.7 **Proposals Submitted Via Facsimile Equipment**

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

1.7.1 Transmittal page must be plainly marked:

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

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

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

1.7.4 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.

1.7.5 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.

1.8 Non-Discrimination

The Contractor 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, contractors and subcontractors 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.

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.

1.9 Indemnity and Insurance

1.9.1 Indemnity:

To the fullest extent permitted by Laws and Regulations, the Firm shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants 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, 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, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

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 Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the 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 contractor 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 contractor's proper protection in the prosecution of the work.

1.9.2 Insurance:

The successful Firm agrees to provide insurance as outlined below:

- A) 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.
- B) 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
- C) 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 \$2,000,000/occurrence.
- D) 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

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.

If an “occurrence” policy is unavailable for the professional liability coverage, please include a statement from your insurance agent or broker indicating non-availability of the occurrence form. Under these circumstances, a “claims made” form will be considered if written in the requested amount.

The City of Portage, its agents, elected officials, and employees shall be included as additionally named insured with respect to all liability policies herein except the professional liability coverage and worker’s compensation which shall be indicated on all applicable certificates of insurance. 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. It shall be the responsibility of the Firm to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract. The contractor’s insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured.

1.9.3 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.

1.10 Representations

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

1.11 Project Information Sheet

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

1.12 Concept Statement

After fully evaluating proposal requirements and the project description, each Firm shall develop a concept statement that will describe the proposed method for project implementation. The City will use the concept statement to determine the degree of understanding of the project, evaluate methodology proposed and compare feasibility of the methods proposed in evaluating proposals received. The concept statement should be limited to ten 8-1/2 “ x 11” page(s) to be double-spaced. The estimated number of project hours reflected in the lump sum proposal shall be indicated in the Project Information Sheet Item Number 4.6.

1.13 Responsive Proposals

At a minimum, responsive proposals shall include the following:

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

1.13.2 A project concept statement (2 copies)

- 1.13.3 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.

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

1.14 Pre-Proposal Submission Meeting.

The City of Portage staff will be present on Tuesday, December 23, 2014 at 10:00 A.M. in Conference Room #1 at 7900 South Westnedge Avenue, Portage City Hall for the purpose of addressing these specifications and/or answering any inquiries you may have about the project or the process. Following this meeting when warranted an addendum to the request for proposals will be issued to address any changes or clarifications. Attendance at this meeting is not mandatory, but is strongly recommended since the purpose of the meeting is to address any questions or problems that might arise so that all interested parties can share the benefit of uniform oral and written inquiry responses. All questions or concerns regarding the selection process or procedural matters should be addressed at that meeting.

1.15 Award Criteria

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

- 1.15.1 Responsiveness to Request for Proposal specifications.
 - 1.15.2 Conformance to Project Budget.
 - 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.
- 1.16 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 PROFESSIONAL ENGINEERING SERVICE REQUIREMENTS

2.1 Professional Services Minimum Requirements

The scope of professional services to be provided shall be in compliance with the following provisions. Interested firms are expected to comply with all conditions outlined in the request for proposals, but if exception is taken to any provision, the exception taken shall be annotated and explained on a plain bond sheet that must be attached to the proposal page.

2.2 Proposed Scope of Work

The City of Portage currently maintains an extensive storm water system including 73 infiltration basins and retention ponds. These basins are either city-owned or are city-controlled with an easement to perform operational/maintenance activities. A listing and map of the basins is attached. When the city implemented its GIS system, the storm water piping system and manholes were inventoried and cataloged, but infiltration basins and retention ponds were merely noted for location. Existing basin and retention pond sizes, vegetation, functionality and infiltration rates were not documented.

The city has an established Storm Water Master Plan, Storm Water Design Criteria Manual, and conducts annual groundwater and surface water monitoring including storm water outfall sampling. Per the city's Storm Water Design Criteria Manual, infiltration basins and retention ponds are defined as follows:

Infiltration Basin – A facility without a positive outlet in which storm water runoff is collected and allowed to infiltrate into the ground.

Retention Pond – A wet infiltration basin designed to capture runoff that does not discharge directly to a surface water body. The water is discharged by infiltration or evaporation.

The city maintains an annual budget for operation and maintenance of these facilities which includes activities such as mowing, repair of eroded pipe outfalls, and fence repairs/replacement, etc. However, a detailed Asset Management Plan does not exist for the basins. The SAW grant awarded for this project will include an Asset Management Plan for the infiltration basins/retention ponds including an Inventory and Condition Assessment, Level of Service, Criticality Assessment, O&M Strategies, Long Term Funding and Capital Improvement Planning. This will create clear criteria for prioritizing short-term and long-term operation and maintenance activities for these storm water basins. The following tasks will be completed for this project.

2.2.1 Project Initiation

Meet with the City to kick-off the project and obtain background information to assist in understanding the City's storm water infiltration/retention basins. This will include obtaining and reviewing available paper/electronic mapping of the storm sewer system, historical records, complaint records, existing condition assessments, O&M history, costs and revenue structure, applicable ordinances, and groundwater measurement data. This will also include creating a preliminary map with approximate study area boundaries for visual presentation of focus/problem areas.

2.2.2 Asset Inventory and Condition Assessment

The goal of the Asset Inventory portion of this task will be to identify data gaps and other information needed regarding the City's infiltration basins and retention ponds. Condition assessment will include an evaluation of each infiltration/retention basin in order to assess the current state of the asset. This will include GPS locations of each infiltration/retention basin, physical measurements of the basins as they exist today, comparison to the original

construction plans and as-builts, identification of existing and proposed monitoring wells, evaluation of the flora and fauna and micro-environment conditions that exist today, identification and evaluation of existing or potential invasive species, and categorization for desired environmental conditions. The condition assessment information, along with historic asset performance and theoretical performance expectations will form the basis for infrastructure deterioration forecasting.

2.2.3 Level of Service and Criticality of Assets

The goal of this task will be to determine the level of service warranted by the City to deliver reliable storm water collection services consistent with applicable MDEQ regulations. In addition, this task will identify areas of the system that have the highest risk and consequence of failure in the community. This includes a determination of how to prioritize projects identified in the Asset Management Program. This will include determining the City's risk tolerance for performance of their infiltration basin and retention ponds. Failure impact severity factors will be identified through discussions with City personnel and public meetings to solicit city-wide feedback. Factors shall include location of the basins within the system, intended service function, depth and access barriers, proximity to public areas and environmental resources, micro-environmental factors, groundwater depth, etc. In addition, this task will include integration of the data gathered from the assessment into the city's GIS system incorporating the criticality factors.

2.2.4 Operation & Management (O&M) Strategies/Revenue Structure

This task will include a review of current operation and maintenance costs and how these costs can be balanced with a proactive program. The goal of strategic planning is to find the point in an asset's life cycle where the cost of major repairs/replacement is balanced against the accelerating cost to maintain it and declining level of service. The goal of O&M Strategies is to improve system performance and preserve the asset's condition (i.e. maximize planned maintenance and minimize emergency maintenance). This task will include discussions with the City and the city contract operator, United Water, to determine current O&M activities (cleaning and repair activities, training programs, etc.) and potential efforts required to enhance the City's O&M program.

2.2.5 Long Term Funding/Capital Improvement Planning

The goal of the Long Term Funding/Capital Improvement Planning (financial management) will be to identify how much and when money will be needed, based on projects identified, to meet the level of service goals to maintain the system at or above the identified minimum condition. This task will include discussions with the City and historical/projected infrastructure cost information to assure that adequate information will be available to perform the funding/CIP analysis. The results of this discussion and analysis will be 5, 10 and 20 year Capital Improvement plans that will assist the city in long-term funding strategies

2.3 Information Furnished by the City

The City of Portage has limited information including preliminary drawings, quarter section drawings identifying individual parcels, full section drawings showing existing sanitary sewers, water mains, and storm sewers, and full section aerial drawings flown in April 2012.

2.4 Design Criteria

The Consultant shall prepare the Asset Management Plan consistent with standard design practice, meet the overall design requirements of the Michigan Department of Environmental Quality (MDEQ)

and the City of Portage storm water design criteria.

2.5 Length of Service

The consultant's services shall be required up to and including the final acceptance of the plan by the City of Portage.

2.6 Responsibilities of the City

The City's representative through the Department of Transportation and Utilities will closely follow progress of the work and will provide the following:

- A. Execute overall project management functions.
- B. Ensure compliance of all financial obligations.
- C. Transmit instructions, receive information, interpret and define the City policies and provide decisions in a timely manner.
- D. Furnish pertinent City records and/or information for use by the Consultant.
- E. Provide access to public lands as required by the Consultant.
- F. Promptly notify the Consultant when the Department observes or becomes aware of any deviation in the project.
- G. Review progress submission and offer in writing decisions pertaining thereto in a timely fashion.

3 PROFESSIONAL SERVICE REQUIREMENTS

3.1 Available Information

The City of Portage has limited information, including parcel maps, topographic maps and construction drawings of existing projects.

3.2 Funding

Project funding has been approved by the City of Portage City Council in the amount of \$21,752 (city share) and the State of Michigan has approved a grant amount of \$195,768 for a total project cost of \$217,520. City share funds will be provided through dedicated utility funds.

3.3 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 service 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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. 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.

It is of utmost importance that the following timetable be adhered to:

<u>Phase</u>	<u>Completion Date</u>
Consultant Proposals Due	January 5, 2015
Award of Project	January 20, 2015
Begin Plan Preparation	February 2015
Submit Initial Draft Report	TBD by Firm
Submit Final Draft Report	TBD by Firm
Submit Final Asset management Plan to MDEQ	TBD by Firm*

* In no instance shall the final submittal date to MDEQ be after August .2017.

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 Consultant with direction on how the project must progress using high quality standards necessary to implement a first class and workmanlike project.

3.8 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.

3.9 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.

3.10 City Contract Administrator

The Director of Transportation and 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.

3.11 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.

3.12 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. Payment to the firm will be made by the City and the City will request disbursement of funds from the State of Michigan on a bi-monthly basis. The firm shall not invoice more than the City share (\$21,752) in any two month period.

3.13 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.

3.14 Copyright

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

4 CITY OF PORTAGE PROJECT INFORMATION SHEET

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

4.1 Please indicate the response that best describes your business:

____ Sole Proprietor ____ Partnership ____ Corporation

____ Other (please explain) _____

4.2 Firm Name: _____

Address: _____

Telephone Number: _____ Fax: _____

First Date in Business: _____

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

____ Yes ____ No

If yes, please explain (use additional Page)

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

If yes, please explain (use additional page).

4.5 Primary staff to be assigned to the project:

Owner/Partner: _____

Project Supervisor: _____

Principal Professional(s): _____

Other Significant Technicians and Employees to be Assigned:

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

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

Plan Preparation

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)

_____ hours
_____ 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>Name of Unit/ Company</u>	<u>Project Contact Person</u>	<u>Phone</u>	<u>Construction Cost (if any)</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/ Company</u>	<u>Project Contact Person</u>	<u>Phone</u>	<u>Construction Cost (if any)</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}.

4.9 If it becomes necessary to perform extra work as defined in Section 3.5, the following hourly rates will apply:

4.9.1 Owner/Partner: \$_____ /hour

4.9.2 Professionals: \$_____ /hour

4.9.3 Technicians: \$_____ /hour

4.9.4 Clericals: \$_____ /hour

4.9.5 Others (Please Identify)

_____ \$_____ /hour

_____ \$_____ /hour

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

4.10.1 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:

4.11 Subcontractors

4.11.1 Do you propose to use any subcontractors to perform work in accordance with this proposal?
____ Yes ____ No. (If yes, please identify subcontractor and work to be performed.)

4.12 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.

4.13 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

- 4.14 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.)

- 4.15 Section 3.7 establishes a firm 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 3.7 {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)

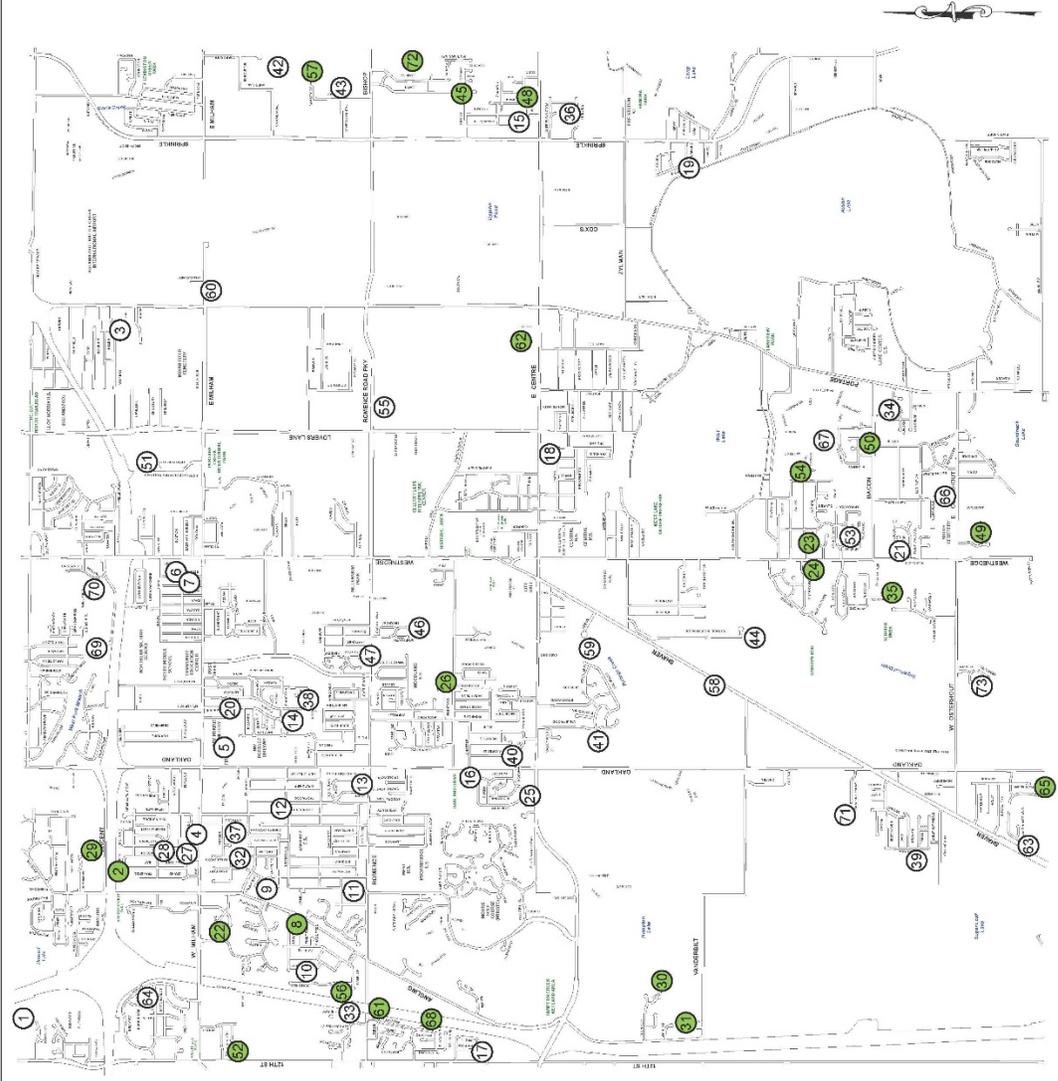
NAME: _____
(Please Print

POSITION: _____

TELEPHONE: _____

City of Portage Infiltration Basins / Retention Ponds

Basin #	Basin ID	Address/Access	Property Owner
1	3011	10110 North of Colgate	City of Portage
2	3012	10110 North of Colgate	City of Portage
3	3013	10110 North of Colgate	City of Portage
4	3014	10110 North of Colgate	City of Portage
5	3015	10110 North of Colgate	City of Portage
6	3016	10110 North of Colgate	City of Portage
7	3017	10110 North of Colgate	City of Portage
8	3018	10110 North of Colgate	City of Portage
9	3019	10110 North of Colgate	City of Portage
10	3020	10110 North of Colgate	City of Portage
11	3021	10110 North of Colgate	City of Portage
12	3022	10110 North of Colgate	City of Portage
13	3023	10110 North of Colgate	City of Portage
14	3024	10110 North of Colgate	City of Portage
15	3025	10110 North of Colgate	City of Portage
16	3026	10110 North of Colgate	City of Portage
17	3027	10110 North of Colgate	City of Portage
18	3028	10110 North of Colgate	City of Portage
19	3029	10110 North of Colgate	City of Portage
20	3030	10110 North of Colgate	City of Portage
21	3031	10110 North of Colgate	City of Portage
22	3032	10110 North of Colgate	City of Portage
23	3033	10110 North of Colgate	City of Portage
24	3034	10110 North of Colgate	City of Portage
25	3035	10110 North of Colgate	City of Portage
26	3036	10110 North of Colgate	City of Portage
27	3037	10110 North of Colgate	City of Portage
28	3038	10110 North of Colgate	City of Portage
29	3039	10110 North of Colgate	City of Portage
30	3040	10110 North of Colgate	City of Portage
31	3041	10110 North of Colgate	City of Portage
32	3042	10110 North of Colgate	City of Portage
33	3043	10110 North of Colgate	City of Portage
34	3044	10110 North of Colgate	City of Portage
35	3045	10110 North of Colgate	City of Portage
36	3046	10110 North of Colgate	City of Portage
37	3047	10110 North of Colgate	City of Portage
38	3048	10110 North of Colgate	City of Portage
39	3049	10110 North of Colgate	City of Portage
40	3050	10110 North of Colgate	City of Portage
41	3051	10110 North of Colgate	City of Portage
42	3052	10110 North of Colgate	City of Portage
43	3053	10110 North of Colgate	City of Portage
44	3054	10110 North of Colgate	City of Portage
45	3055	10110 North of Colgate	City of Portage
46	3056	10110 North of Colgate	City of Portage
47	3057	10110 North of Colgate	City of Portage
48	3058	10110 North of Colgate	City of Portage
49	3059	10110 North of Colgate	City of Portage
50	3060	10110 North of Colgate	City of Portage
51	3061	10110 North of Colgate	City of Portage
52	3062	10110 North of Colgate	City of Portage
53	3063	10110 North of Colgate	City of Portage
54	3064	10110 North of Colgate	City of Portage
55	3065	10110 North of Colgate	City of Portage
56	3066	10110 North of Colgate	City of Portage
57	3067	10110 North of Colgate	City of Portage
58	3068	10110 North of Colgate	City of Portage
59	3069	10110 North of Colgate	City of Portage
60	3070	10110 North of Colgate	City of Portage
61	3071	10110 North of Colgate	City of Portage
62	3072	10110 North of Colgate	City of Portage
63	3073	10110 North of Colgate	City of Portage
64	3074	10110 North of Colgate	City of Portage
65	3075	10110 North of Colgate	City of Portage
66	3076	10110 North of Colgate	City of Portage
67	3077	10110 North of Colgate	City of Portage
68	3078	10110 North of Colgate	City of Portage
69	3079	10110 North of Colgate	City of Portage
70	3080	10110 North of Colgate	City of Portage
71	3081	10110 North of Colgate	City of Portage
72	3082	10110 North of Colgate	City of Portage
73	3083	10110 North of Colgate	City of Portage



ABONMARCHÉ
Confidence By Design

95 West Main Street
Benton Harbor, MI 49022
F 269.927.1017

Monksie, MI
South Haven, MI
South Bend, IN
Portage, IN

CITY OWNED

CITY EASEMENT

CITY OF PORTAGE - INFILTRATION BASINS/RETENTION PONDS

Basin #	Basin ID	Address/Access	Property Owner
1	Foxfire	Foxfire North of Cul-de-sac	City of Portage
2	Sturgeon Bay	Between Sturgeon Bay and I-94	Condo/Easement
3	Winters Drive	2220 Winters Drive	City of Portage
4	Heverly	2711 Heverly W	City of Portage
5	Oakland Dr.	6101 Oakland- Behind Fire Station	City of Portage
6	Ohio	NE Corner Ohio/VanHoesen	City of Portage
7	Ohio	SW Corner Ohio/VanHoesen	City of Portage
8	Angling Rd	6610 Angling Rd. S. Arbutis Trail	Timothy Albercht
9	Coachlite	3210 Coachlite- By Lift Station	City of Portage
10	Sunburst	6700 Sunburst	City of Portage
11	Romence	3312 Davcliff	City of Portage
12	Evergreen	6475 Evergreen	City of Portage
13	Hickory Pt.	2217 Hickory Point	City of Portage
14	Haverhill	6577 Hampton-Haverhill Park	City of Portage
15	Autumn	4221 E. Centre	City of Portage
16	Oakland Dr.	7550 Oakland Dr. - Park	City of Portage
17	Norfolk Cir.	7699 S. 12th St	City of Portage
18	Pasma	1105 E. Centre-Greenhouses	City of Portage
19	Pompano	8846 Balmoral	City of Portage
20	Marlow	6140 Marlow- Milham Woods	City of Portage
21	Point-O-Woods Cir	S. Westnedge	City of Portage
22	Westcove	3655 Wescove	Stickney/Davidhoff
23	Gabardine/Trafalgar	Access 214 Gabardine	Remi Harrington
24	Cherry View	Access School View	Country Brook Estates #2
25	Chippewa	7960 Chippewa	City of Portage
26	Schuring	1326 Schuring	Woodland Meadows Dev. Co.
27	Old Mission	Old Mission/French Bay	City of Portage
28	Old Mission	Old Mission/Beacon Harbor	City of Portage
29	Brynmawr	Access 2917 Brynmawr	Not owned by City
30	Conestoga	Access 8709 Conestoga	David Peterson
31	Lori	Access 8905 Lori	Hull
32	Lost Pine Way	Access Rothbury-CPC ROW	City of Portage
33	Brickleton Woods	6926 Shallowford Way	City of Portage
34	Hawthorne Woods	1553 Auburn Woods	City of Portage
35	Tuscany Estates	10100 Tuscany Ct	Keith Wester
36	Sprinkle Woods	8160 Black Forest	City of Portage
37	Pfizer	Access 2719 Pfizer	Krischer/Dubray
38	Sussex	6608 Sussex	City of Portage
39	Fox Valley	10270 Shuman	City of Portage
40	Andrea Lane	S. of Cul-de-sac	City of Portage
41	Valleywood Ln	W. of Cul-de-sac	City of Portage
42	Corporate	S. of Cul-de-sac	City of Portage
43	Quality Way	6775 Quality Way	City of Portage
44	Portage Industrial	S. of Cul-de-sac	City of Portage
45	Holiday Village	7565 Tiffany	WTM, Inc.
46	Romence Ridge	7250 Bolingbrook	City of Portage
47	Meadows at Constitution	6935 Crest Point	City of Portage
48	Deer Crossing	7919 Wapiti	Sky King Development

CITY OF PORTAGE - INFILTRATION BASINS/RETENTION PONDS

Basin #	Basin ID	Address/Access	Property Owner
49	Lake Haven Estates	10649 Abigail	Lake Haven Estates LTD
50	The Pines	1607 Drayton Ct	William Jackson Trustee
51	Tech Parkway	5930 Tech Parkway	City of Portage
52	Andover Woods	4731 Andover Woods	AEG Development LLC
53	Steeplechase	Pimlico Cul-de-sac	City of Portage
54	Southern Oaks	Gabardine/Corduroy	Southern Oaks LLC
55	Romence Parkway	700' East of Lovers Lane	City of Portage
56	Ashton Farms	4250 Isabelle	AEG Development LLC
57	Quality Ct	E. of Cul-de-sac	DSL Enterprises
58	Shaver Rd. (Kuiper Bro.)	9102 Shaver Rd	City of Portage
59	Shaver Road	Wal-Mart North Side	City of Portage
60	E. Milham	E. Milham E. of Portage Rd	City of Portage
61	Ashton Farms West	7041 Provence	AEG Development LLC
62	Engle Ct	N. of E. Centre	Centre Street Village LLD
63	Avalon Woods	2819 Avalon Woods	City of Portage
64	Briarhill Ct	5701 Briarhill Ct.	City of Portage
65	Avalon Forest	1995 Country Grove	Gems Associates
66	Jonathan Woods	680 Cliffwood	City of Portage
67	Pine View Water Tower	Not a Stormwater Basin	City of Portage
68	Ashton Farms West	7355 Milan	AEG Development LLC
69	Trade Center	850 Trade Center	City of Portage
70	Trade Center/West Fork	N.W. Corner	City of Portage
71	Oakland Farms Trail	2451 Oakland Farms (dead end)	City of Portage
72	Montego Bay	Montego Bay	Easement
73	Bear Lake	Bear Lake Trail	City of Portage

= City Owned
 = Easement for Operation & Maintenance

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.

DRAFT AGREEMENT BETWEEN CITY OF PORTAGE AND THE FIRM

AGREEMENT

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

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 Firm agrees to a preliminary timetable for the project as follows:

<u>Phase</u>	<u>Completion Date</u>
Consultant Proposals Due	January 5, 2015
Award of Project	January 20, 2015
Begin Plan Preparation	February 2015
Submit Initial Draft Report	TBD by Firm
Submit Final Draft Report	TBD by Firm
Submit Final Asset management Plan to MDEQ	TBD by Firm

1.4 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 2.2.1 through 2.2.9.10 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 SERVICE REQUIREMENT

2.3 Professional Services Minimum Requirements

The scope of professional services to be provided shall be in compliance with the following provisions. Interested firms are expected to comply with all conditions outlined in the request for proposals, but if exception is taken to any provision, the exception taken shall be annotated and explained on a plain bond sheet that must be attached to the proposal page.

2.4 Proposed Scope of Work

The City of Portage currently maintains an extensive storm water system including 73 infiltration basins and retention ponds. These basins are either city-owned or are city-controlled with an easement to perform operational/maintenance activities. A listing and map of the basins is attached. When the city implemented its GIS system, the storm water piping system and manholes were inventoried and cataloged, but infiltration basins and retention ponds were merely noted for location. Existing basin and retention pond sizes, vegetation, functionality and infiltration rates were not documented.

The city has an established Storm Water Master Plan, Storm Water Design Criteria Manual, and conducts annual groundwater and surface water monitoring including storm water outfall sampling. Per the city's Storm Water Design Criteria Manual, infiltration basins and retention ponds are defined as follows:

Infiltration Basin – A facility without a positive outlet in which storm water runoff is collected and allowed to infiltrate into the ground.

Retention Pond – A wet infiltration basin designed to capture runoff that does not discharge directly to a surface water body. The water is discharged by infiltration or evaporation.

The city maintains an annual budget for operation and maintenance of these facilities which includes activities such as mowing, repair of eroded pipe outfalls, and fence repairs/replacement, etc. However, a detailed Asset Management Plan does not exist for the basins. The SAW grant awarded for this project will include an Asset Management Plan for the infiltration basins/retention ponds including an Inventory and Condition Assessment, Level of Service, Criticality Assessment, O&M Strategies, Long Term Funding and Capital Improvement Planning. This will create clear criteria for prioritizing short-term and long-term operation and maintenance activities for these storm water basins. The following tasks will be completed for this project.

A. Project Initiation

Meet with the City to kick-off the project and obtain background information to assist in understanding the City's storm water infiltration/retention basins. This will include obtaining and reviewing available paper/electronic mapping of the storm sewer system, historical records, complaint records, existing condition assessments, O&M history, costs and revenue structure, applicable ordinances, and groundwater measurement data. This will also include creating a preliminary map with approximate study area boundaries for visual presentation of focus/problem areas.

B. Asset Inventory and Condition Assessment

The goal of the Asset Inventory portion of this task will be to identify data gaps and other information needed regarding the City's infiltration basins and retention ponds. Condition assessment will include an evaluation of each infiltration/retention basin in order to assess the current state of the asset. This will include GPS locations of each infiltration/retention basin, physical measurements of the basins as they exist today, comparison to the original construction plans and as-builts, identification of existing and proposed monitoring wells, evaluation of the flora and fauna and micro-environment conditions that exist today, identification and evaluation of existing or potential invasive species, and categorization for desired environmental conditions. The condition assessment information, along with historic asset performance and theoretical performance expectations will form the basis for infrastructure deterioration forecasting.

C. Level of Service and Criticality of Assets

The goal of this task will be to determine the level of service warranted by the City to deliver reliable storm water collection services consistent with applicable MDEQ regulations. In addition, this task will identify areas of the system that have the highest risk and consequence of failure in the community. This includes a determination of how to prioritize projects identified in the Asset Management Program. This will include determining the City's risk tolerance for performance of their infiltration basin and retention ponds. Failure impact severity factors will be identified through discussions with City personnel and public meetings to solicit city-wide feedback. Factors shall include location of the basins within the system, intended service function, depth and access barriers, proximity to public areas and environmental resources, micro-environmental factors, groundwater depth, etc. In addition, this task will include integration of the data gathered from the assessment into the city's GIS system incorporating the criticality factors.

D. Operation & Management (O&M) Strategies/Revenue Structure

This task will include a review of current operation and maintenance costs and how these costs can be balanced with a proactive program. The goal of strategic planning is to find the point in an asset's life cycle where the cost of major repairs/replacement is balanced against the accelerating cost to maintain it and declining level of service. The goal of O&M Strategies is to improve system performance and preserve the asset's condition (i.e. maximize planned maintenance and minimize emergency maintenance). This task will include discussions with the City and the city contract operator, United Water, to determine current O&M activities (cleaning and repair activities, training programs, etc.) and potential efforts required to enhance the City's O&M program.

E. Long Term Funding/Capital Improvement Planning

The goal of the Long Term Funding/Capital Improvement Planning (financial management) will be to identify how much and when money will be needed, based on projects identified, to meet the level of service goals to maintain the system at or above the identified minimum condition. This task will include discussions with the City and historical/projected infrastructure cost information to assure that adequate information will be available to perform the funding/CIP analysis. The results of this discussion and analysis will be 5, 10 and 20 year Capital Improvement plans that will assist the city in long-term funding strategies

2.5 Information Furnished by the City

The City of Portage has limited information including preliminary drawings, quarter section drawings identifying individual parcels, full section drawings showing existing sanitary sewers, water mains, and storm sewers, and full section aerial drawings flown in April 2012.

2.6 Design Criteria

The Consultant shall prepare the Asset Management Plan consistent with standard design practice, meet the overall design requirements of the Michigan Department of Environmental Quality (MDEQ) and the City of Portage storm water design criteria.

2.7 Length of Service

The consultant's services shall be required up to and including the final acceptance of the plan by the City of Portage.

2.8 Responsibilities of the City

The City's representative through the Department of Transportation and Utilities will closely follow progress of the work and will provide the following:

- A. Execute overall project management functions.
- B. Ensure compliance of all financial obligations.

- C. Transmit instructions, receive information, interpret and define the City policies and provide decisions in a timely manner.
- D. Furnish pertinent City records and/or information for use by the Consultant.
- E. Provide access to public lands as required by the Consultant.
- F. Promptly notify the Consultant when the Department observes or becomes aware of any deviation in the project.
- 2.8.1 G. Review progress submission and offer in writing decisions pertaining thereto in a timely fashion.

ARTICLE 3 -- PROJECT REQUIREMENT

3 PROJECT REQUIREMENT

- 3.1 **Available Information** The City of Portage has limited information, including parcel maps, topographic maps and construction drawings of existing projects.

Funding Project funding has been approved by the City of Portage City Council in the amount of \$21,752 (city share) and the State of Michigan has approved a grant award of \$195,768, for a total project cost of \$217,520. City share funds will be provided through dedicated utility funds.
- 3.2 **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.
- 3.3 **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. 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.
- 3.4 **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.
- 3.5 **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.

- 3.6 **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.
- 3.7 **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.
- 3.8 **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.

It is of utmost importance that the following timetable be adhered to:

<u>Phase</u>	<u>Completion Date</u>
Begin Plan Preparation	February 2015
Submit Initial Draft Report	TBD by Firm
Submit Final Draft Report	TBD by Firm
Submit Final Asset management Plan to MDEQ	TBD by Firm

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 Consultant direction on how the project must progress using high quality standards necessary to implement a first class and workmanlike project.

- 3.9 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.

ARTICLE 56 --
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.

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 Section 10.1.2.
- 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.

from the State of Michigan on a bi-monthly basis. The firm shall not invoice more than the City share (\$21,752) in any 2 month period.

10.2 Compensation for Additional Services

10.2.1 **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.

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

If it becomes necessary to perform extra work as defined in Section 3.7, the following hourly rates will apply:

10.2.2.1 Owner/Partner: \$ _____ /hour

10.2.2.2 Professionals: \$ _____ /hour

10.2.2.3 Technicians: \$ _____ /hour

10.2.2.4 Clericals: \$ _____ /hour

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

List any expense rates that may apply to extra work. If no expense rates are indicated, no expenses will be allowed.

ARTICLE 11 – INDEMNITY AND INSURANCE

11 INDEMNITY AND INSURANCE

11.1 Indemnity:

To the fullest extent permitted by Laws and Regulations, the Firm shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants 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, 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, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and

Regulations regardless of the negligence of any such person or entity.

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 Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the 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 contractor 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 contractor's proper protection in the prosecution of the work.

11.2 Insurance:

The successful Firm agrees to provide insurance as outlined below:

11.2.1 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.

11.2.2 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

11.2.3 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 \$2,000,000/occurrence.

11.2.4 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

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.

If an "occurrence" policy is unavailable for the professional liability coverage, please include a statement from your insurance agent or broker indicating non-availability of the occurrence form. Under these circumstances, a "claims made" form will be considered if written in the requested amount.

The City of Portage, its agents, elected officials, and employees shall be included as additionally named insured with respect to all liability policies herein except the professional liability coverage and worker's compensation which shall be indicated on all applicable certificates of

insurance. 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. It shall be the responsibility of the Firm to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract. The contractor's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured.

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.

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 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 12.1.
- 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 Contractor 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, contractors and subcontractors 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.
- 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)

Laurence Shaffer, City Manager
Name and Title

Name and Title

Approved as to form:

Randall Brown
Portage City Attorney