

**PUBLIC NOTICE**  
**Request for Qualifications (RFQ):**  
**2025 City of Battle Ground Comprehensive Plan Update**

The city is asking qualified consultants to an electronic copy of your RFQ by **5:00 p.m. July 14, 2023**.

Sam Crummett, Community Development Director  
City of Battle Ground  
109 SW 1<sup>st</sup> Street, Suite 127  
Battle Ground, WA 98604  
[sam.crummett@cityofbg.org](mailto:sam.crummett@cityofbg.org)

**WEBSITE:** [www.cityofbg.org/RFQ-RFP](http://www.cityofbg.org/RFQ-RFP)

**CITY OF BATTLE GROUND**

The City of Battle Ground is located in the heart of Clark County, Washington, just four miles from Interstate 5. The community lies between the Pacific Ocean and the Cascade Mountains, providing citizens and visitors with scenic and pristine landscapes. The City has seen tremendous growth through the last 20 years; it currently consists of approximately 8.6 square miles and has a current population of 21,780 (2022 estimate). Battle Ground is split into four quadrants due to State Route 503 running north-south through the center and State Route 502 running east-west through the middle. These routes receive over 50,000 daily trips.

**SUMMARY**

The City of Battle Ground is looking for a qualified consultant team to assist in the periodic update of the Comprehensive Plan and any resulting development code amendments. For the last few years Battle Ground has completed several long-range plans that will be incorporated into the new plan. This started with a city vision and strategic action plan adopted in 2019.

The City will have dedicated planning staff to lead the public participation process and writing of the Comprehensive Plan. The consultants will provide technical analysis and provide services that go beyond staff resources and expertise. This is further detailed under the scope of work below.

The new Comprehensive Plan must be adopted prior to June 30, 2025. The goal is to have an updated plan that is in compliance with the Growth Management Act, State Environmental Policy Act, and requirements of state law, specifically, RCW 36.70A.

**BUDGET**

The budget will be based on time and materials, not to exceed the amounts allocated for each year. At this time, it is anticipated a total of \$325,000 is available over a two-year planning period. This will be subject to approval during two annual budget cycles. Anticipated funds are as follows: 2023 – \$50,000; 2024 - \$100,000 plus \$125,000 from a grant from the State Dept of Commerce; and 2025 - \$50,000.

## **SCOPE OF WORK**

Given the duration of the project and the complexity of the process, the following scope is subject to change. Staff anticipates refining this scope with the selected consultant and expects that the scope and work schedule might change given this is a dynamic process.

### Consultant Responsibilities

1. Provide technical advisement throughout the update process.
2. Provide GIS mapping and analysis, particularly as it relates to employment and residential growth capacities, urban growth boundary expansion/retraction options.
3. Assist in the SEPA Process; Clark County will serve as the lead agency; however, staff will need to provide environmental information for the Environmental Impact Statement.
4. Provide assistance for housing needs, in respect to housing types, income levels, supportive housing, and other requirements of recent bills plus the Growth Management Act.
5. Provide an update to the City's economic development chapter. Incorporate any relevant information from the economic analysis provided in the city's vision.
6. Create neighborhood districts and provide goals and strategies to create "20-minute neighborhoods." Assist staff in expanding the livability element of the plan to include arts, culture, branding, youth initiatives.
7. Serve as a collaborative partner and incorporate any plans and policies that result from the City's Old Town Plan. The Old Town Plan will run concurrently with the comprehensive plan update process.
8. Assist in any open houses as needed. Create an online open house or story board.
9. Provide a final draft that incorporates a visually appealing plan that captures Battle Ground's vision through a combination of graphics, maps, and pictures. Data shall be displayed as indicators and graphics.
10. Address any requirements resulting from recent changes from state law such as housing and climate change initiatives.
11. Update the Airpark District to introduce employment uses. This will likely require a separate planning process to involve stakeholders and particular to this issue.
12. Draft any development code changes that result from the comprehensive plan update.

### Staff Responsibilities

1. Staff will be responsible for writing the narrative portions of comprehensive plan elements.
2. Staff will use the recent long range planning documents to serve as a basis for relevant elements in the plan update. This includes: City Vision (2019); Land Use Master Plan (2020) Shorelines Master Plan Update (2021); Housing Action Plan (2021); Transportation System Plan (2021); Parks, Recreation and Open Space Plan (2022). Staff will incorporate these plans into the comprehensive plan. All noted long range plans may be viewed at: <https://www.cityofbg.org/989/RFPRFQ>
3. Staff will create and lead the public participation process. The City Vision provides a good foundation of intensive public participation and reflects where we want to go. As part of this process, staff will continue outreach to see what adjustments may be needed to the vision as well as creating new opportunities to participate as it pertains to the plan update.
4. Staff will lead the legislative effort and primary liaison with the County and other stakeholders during this process.

5. If budget allows, staff may ask for assistance for the above tasks.

## **SCHEDULE**

- July 2023 adopted public participation plan (to be completed by staff). Public participation will occur throughout the process leading up to a final draft.
- August 2023 project kick off and scoping
- Fall 2023 through end of 2024 review and compile background data
- Fall 2023 through December of 2024 draft provide content and chapters of the updated plan
- Summer 2024 provide environmental analysis for the County led Environmental Impact Statement
- Fall/Winter 2024 finalize development code updates
- Spring 2025 complete all Department of Commerce checklists and documentation
- Spring 2025 complete final draft the 2025 – 2045 Comprehensive Plan for adoption

## **CONTRACT**

The City's proposed contract, with the terms and conditions including insurance and indemnification requirements, is attached to this RFQ as "Attachment A." Please note the City expects all submitting entities to consent to the City's proposed contract, including all terms and conditions, and does not anticipate agreeing to any modifications or exceptions. Any exceptions or modifications to this contract proposed by an entity shall be explicitly noted in the responsive proposal. The exception to this is in the drafting of the Scope of Services; specific time for performance; and the agreed payment amount. The City reserves the right to negotiate and revise any or all contract terms and conditions prior to contract signature.

## **NON-COLLUSIONS**

By submitting a proposal, the signatory of the proposal swears that the document and proposal is genuine and not a sham or collusive, and not made in interest of any person not named, and that the responding entity has not induced or solicited others to submit a sham offer, or refrain from submitting a proposal.

## **NO COSTS**

The City shall not be responsible for any costs incurred by any respondents in preparing, submitting, or presenting its response to the RFQ or the subsequent interview process, if applicable. The City shall not be responsible for any costs incurred by the responding entity selected by the City prior to the date of contract nor shall the City be responsible for any costs incurred by the responding entity outside of any costs specifically included within the fully executed contract

## **NON-ENDORSEMENT**

As a result of the selection of a responding entity, the City is neither endorsing nor suggesting the responding entity's services are the best or only solution. The responding entity agrees to make no reference to the City in any literature, promotional materials, brochures, sales

presentation or the like without prior express written consent from the City.

### **OWNERSHIP OF DOCUMENTS**

All proposals submitted to the City shall become the property of the City and are public record and subject to disclosure. Any reports, studies, conclusions and summaries submitted by the responding entity shall become the property of the City.

### **PUBLIC RECORDS**

Under Washington State law, the documents (including all such items as described in RCW 42.56.010 for the term “writing”) submitted in response to this RFP (the “documents”) become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted by a specific provision of law. If the City receives a request for inspection or copying of the documents, it will promptly notify the person submitting the documents to the City (by U.S. mail and electronic mail if the person has provided an e-mail address) and upon written request of such person, received by the City within five days of the providing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of such documents. The City assumes no contractual obligation to enforce any exemption.

### **Governing Law and Venue**

Any resulting contracts (if any) shall be construed under the laws of the State of Washington. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of resulting contract shall be brought in the Superior Court of Clark County, Washington.

### **TITLE VI – Discrimination Prohibited**

The City of Battle Ground in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all submitting entities that it will affirmatively ensure that any contract entered into pursuant to this request for proposal will be done so in full compliance with Title VI of the Civil Rights Act of 1964, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The City is an equal opportunity provider and employer.

In submitting a proposal, the signatory of the proposal agrees that the Consultant, for itself, its assignees, and successors in interest comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964

(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973

(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973

(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975

(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987

(Public Law 100-259)

Americans with Disabilities Act of 1990

(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180