City of Birmingham
A Walkable Community

MEMORANDUM

Fire Department

DATE: **August 28, 2015**

TO: **Joseph A. Valentine, City Manager**

FROM: **John M. Connaughton, Fire Chief**

SUBJECT: **Contract Award for an Architectural Firm**

The Chesterfield Fire Station was built in 1955 and has been in operation for the past sixty years. The building and its support systems have performed beyond their intended functional lifespan and it has become imperative that a replacement fire station be built.

The fire department issued a Request for Proposal (RFP) to Michigan Inter-Governmental Trade Network (MITN) to accept sealed BID proposals from qualified professional firms to provide full architectural design, to closeout phase services. Interested firms were required to attend a mandatory pre-bid meeting to review the RFP, tour the facility, and answer any questions. A total of six (6) proposals were received and publicly opened on August 10, 2015.

Firms	Bids
John D. Kohler Architect, P.C.	$321,000.00
Redstone Architects, Inc.	$247,505.00
Hamilton Anderson Transmittal	$211,800.00
CHMP, Inc.	$187,500.00
Sidock Group, Inc.	$154,600.00
Straub Pettitt Yaste	$139,000.00

Proposal evaluations were conducted by a panel consisting of one Architectural Review Committee member and three Fire Command Staff/Management, the top two firms; Sidock Group, Inc. and CHMP Inc. were brought in for additional questions. Evaluations of the two firms were conducted and Sidock Group, Inc. received the top score. The low bid firm was not brought in to respond to questions due to their limited experience dealing in fire stations as compared to Sidock Group, Inc. extensive experience. The city currently has $3,000,000 set aside in the capital projects fund for the development and construction of the Chesterfield Fire Station. The architectural drawings are the first step in this process. No funds were budgeted in fiscal year 2015-2016 for this project; therefore, a budget amendment will be necessary.

It is recommended that the City Commission award the contract to Sidock Group, Inc. to provide full architectural design to closeout phase services in an amount not to exceed $154,600.00.

SUGGESTED RESOLUTION:

To approve and execute a contract with Sidock Group, Inc. in the amount of $154,600 for the provision of full architectural design services for the Chesterfield Fire Station, to be funded from account number 401-339.000-977.0000; further, to authorize the mayor and clerk to sign the agreement on behalf of the City; and further, to approve the appropriation and budget amendment as follows:

Capital Projects Fund

Revenues:

Draw from Fund Balance #401-000.000-400.0000 $154,600

Expenditures:

Building Improvements #401-339.000-977.0000 $154,6004

REQUEST FOR PROPOSALS
For Chesterfield Fire Station Design

Sealed proposals endorsed **"Chesterfield Fire Station"**, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until **August 10, 2015 at 2:00 p.m**. after which time bids will be publicly opened and read.

Bidders will be required to attend a mandatory pre-bid meeting July 24, 2015 at 11:00 a.m. The meeting will take place at 1600 W. Maple, Birmingham, M.I. 48009. Bidders must register for the pre-bid meeting by July 23, 2015 by contacting Assistant Fire Chief John Connaughton at (248) 530-1903.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide full architectural design services for a new fire station located at 1600 W. Maple, Birmingham MI 48009. The scope of this project includes providing architectural programming, schematic design, design development, construction documents, bidding and construction assistance, and closeout phase services. Submitting firms are expected to include the necessary services and associated fees for all civil, landscape, structural, mechanical, electrical, fire protection, independent cost estimating and any other consultants as required for a complete design proposal. The architect will assist the City of Birmingham in procuring a site survey and geotechnical investigations. This work must be performed as specified accordance with the specifications contained in the Request for Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at http://www.mitn.info or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, or at the Birmingham Fire Department, 572 S. Adams, Birmingham MI 48009 ATTENTION: John Connaughton.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

Submitted to MITN:	July 15, 2015
Mandatory Pre-Bid Meeting:	**July 24, 2015 at 11:00 a.m.** 1600 W. Maple, Birmingham, MI 48009
Deadline for Submissions:	Monday, August 10, 2015 at 2:00 p.m.
Contact Person:	Assistant Fire Chief John Connaughton 572 S. Adams, Birmingham, M.I. 48009 Email: jconnaughton@bhamgov.org Phone: 248-530-1903

REQUEST FOR PROPOSALS
For Chesterfield Fire Station Design

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INTRODUCTION

For purposes of this request for proposals the City of Birmingham will hereby be referred to as “City” and the private firm will hereby be referred to as “Contractor.”

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide full architectural design services for a new fire station located at 1600 W. Maple, Birmingham MI 48009. The scope of this project includes providing architectural programming, schematic design, design development, construction documents, bidding and construction assistance, and closeout phase services. Submitting firms are expected to include the necessary services and associated fees for all civil, landscape, structural, mechanical, electrical, fire protection, independent cost estimating and any other consultants as required for a complete design proposal. The architect will assist the City of Birmingham in procuring a site survey and geotechnical investigations. This work must be performed as specified accordance with the specifications contained in the Request for Proposals (RFP). This work must be performed as specified accordance with the specifications outlined by the Scope of Work contained in this Request for Proposals (RFP).

During the evaluation process, the City reserves the right where it may serve the City’s best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by August 25, 2015. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide full architectural design services for a new fire station located at 1600 W. Maple, Birmingham MI 48009. The scope of this project includes providing architectural programming, schematic design, design development, construction documents, bidding and construction assistance, and closeout phase services. Submitting firms are expected to include the necessary services and associated fees for all civil, landscape, structural, mechanical, electrical, fire protection, independent cost estimating and any other consultants as required for a complete design proposal. The architect will assist the City of Birmingham in procuring a site survey and geotechnical investigations. This work must be performed as specified accordance with the specifications contained in the Request for Proposals (RFP).

MANDATORY PRE-BID MEETING

Prior to submitting a bid, interested firms are required to attend a pre-bid meeting to conduct an on-site visit of the location and access to the project location to make inquiries about the RFP.

MANDATORY PRE-BID MEETING: **July 24, 2015 at 11:00 a.m.**
1600 W. Maple, Birmingham M.I. 48009

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than August 10, 2015 at 2:00 p.m. to:

City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009

One (1) original, four (4) paper copies, and one (1) electronic copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **"Chesterfield Fire Station"**. Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.

2. Any request for clarification of this RFP shall be made in writing and delivered to: John Connaughton, Assistant Fire Chief, 572 S. Adams, Birmingham M.I. 48009 (jconnaughton@bhamgov.org, 248-530-1903). Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.

3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.

4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.

5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.

6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail

address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services as outlined.
2. **Prior experience designing and/or constructing fire stations.**
3. Overall costs.
4. References.
5. Ability to meet schedule
6. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities.
7. Qualifications of personnel assigned to the project.
8. History of previous projects final cost compared to original budget
9. Quality and completeness of proposal.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.

2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.

3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.

4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.

5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.

6. The successful bidder will be required to furnish a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.

7. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.

8. The Contractor will not exceed the timelines established for the completion of this project.

9. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

10. The City of Birmingham desires a single contract with lead contractor rather than separate contracts with each company represented by the proposed team.

CONTRACTOR'S RESPONSIBILITIES

Each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested for completion within this RFP.
   a. Bidder's Agreement (Attachment B - p. 20)
   b. Cost Proposal (Attachment C - p. 21)
   c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 21)

2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.

3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 9).

4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.

5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.

6. Provide a list of sub-contractors and their qualifications, if applicable.

7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for previously completed fire station projects.

8. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

9. During the design phase, the Contractor will meet frequently with the City of Birmingham for approval of the design as it progresses.

CITY RESPONSIBILITY

1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to inspect and verify any work performed by the Contractor.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, Birmingham shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandonment of all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

PROJECT TIMELINE

1. Proposals shall be submitted by August 10, 2015, at 2:00 p.m.
2. All proposals will be reviewed by representatives of the City of Birmingham
3. A successful candidate will be recommended to the City Commission, at which time the City Commission will be asked to confirm the selection of the preferred architectural firm.

The Contractor will not exceed the timelines established for the completion of this project.

SCOPE OF WORK

1) DESCRIPTION:

Overview

The City of Birmingham is seeking licensed professional architectural design services for the design and engineering of a new fire station to replace the current station located at 1600 West Maple in the City of Birmingham MI. It is the intent of the City of Birmingham to replace the current aging station with a new one which will better service the City and its residences. The City would also like to improve the overall curb appeal of the entire fire station through the use of exterior materials and an urban design consistent with adjacent development. The current station staff consists of two full-time firefighters with a potential use of up to four full-time firefighters in the future, including accommodations for both men and women.

The project's defined goals include:

- Upgrade existing exterior materials consistent with the adjacent area and development.
- Design a station achieving all design considerations outlined herein, without exceeding 8,000 sq. ft.

- Design firefighter restrooms, locker rooms and showers to accommodate both male and female firefighters, such as having individual unisex facilities.

Site

The topographical survey from this project will be made available to the awarded team;

Surrounding Area and Context

The adjacent buildings are primarily brick with masonry accents. While brick is desired, other low maintenance, cost effective, aesthetically pleasing materials should be considered. It is important that the new station exterior provides harmony with its surrounding environment while providing overall curb appeal to the City residents.

DESIGN CONSIDERATIONS:

Exterior

- Pedestrian-scaled architectural details in the design.
- Exit/Enter apron must be at least fifteen feet longer than the longest apparatus to allow for safe turning radius.
- Parking area provided for ten vehicles and one handicap only space, with all parking areas screened in accordance with the requirements of the Birmingham Zoning Ordinance.
- Slab construction not exceeding 8,000 sq. ft.
- Context sensitive building and site lighting and landscaping.

Interior Elements

- Small lobby with counter space
- Communication/Work station adjacent to lobby
- Training/conference room
- File/storage room
- Public unisex restroom
- Living space for up to four firefighters
- Kitchen with connected day room
- Work out room
- Janitorial closet
- Laundry room
- Bathrooms with showers with male/female considerations
- Locker rooms with male/female considerations
- Dorm for up to four fighters with male/female considerations

Apparatus Bay

- 80 ft. X 54 ft. apparatus floor space with three bay doors exiting out to Chesterfield Street

- EMS supply room
- Firefighter turn out gear storage area
- Work room/Equipment room
- Hose storage/Hose dryer room
- Bio-Hazard room
- Laundry room for turnout gear
- SCBA/O2 tank storage room
- Small bathroom

Anticipated Project Schedule

Award Architectural Service Agreement:	August 25, 2015
Submit Site Plans for Planning Board Courtesy Review:	September 28, 2015
Planning Board Courtesy Review:	October 14, 2015
City Commission Approval of Site Plans:	October 26, 2015
Construction Document Development Completion	January 8, 2016
Bid Station Demolition/Construction	February, 2016
Award Demolition/Construction Contract	March, 2016
Construction Completion Goal	August, 2017

2) SCOPE OF SERVICES:

These guidelines are provided to assist participating firms in formulating a thorough response. The successful firm shall ensure/understand that:

1. The Contractor will work closely with City of Birmingham designated staff during all phases of the work. The successful firm will be considered a key part of the project team. A strong, positive working relationship must be maintained.
2. All licenses required for a discipline by the State of Michigan shall be maintained during the course of the contract.
3. The Contractor will provide a single point of contact for the duration of the contract and perform with a consistent team.
4. The Contractor will ensure a timely completion of plans, specifications and construction coordination.
5. The Contractor will comply with administrative procedures related to the project such as change orders, shop drawings, contract pay requests, etc. and work with the City regarding these items.
6. The Contractor will create and utilize a format for design contract documents that have been approved by the City of Birmingham.
7. The Contractor will meet with applicable City of Birmingham committees, boards and commissions to review project status, design, project budget and project planning, as required.

8. All required insurances and bonds are to be maintained by the Contractor during the course of the contract.
9. The Contractor will provide regular status reports to the City of Birmingham during all phases of project design and construction.
10. Assisting the City of Birmingham in acquiring site data, (e.g. property boundaries, topographic survey, soil characteristics).
11. Establishing an opinion of probable cost at the Schematic Design Phase
12. Refining the Schematic Design to move into the Design Development phase and construction phase.

The following is a general outline of the type of work to be performed by the successful firm. Broadly stated, the City of Birmingham desires to seek design services to provide:

Basic Services: The design build team shall perform professional services including all required insurance, bonds, two year warranty, architecture, interior design, structural /mechanical / civil / electrical engineering, supplemental surveying and geotechnical services and other services as required by the project in addition to the general construction. The team shall represent that all tasks will be performed in accordance with generally acceptable professional standards and further represent that the advice and consultation provided shall be within its authority and capacity as a professional. The team will comply with the regulations, laws, ordinance and requirements of all levels of government applicable to this project. The team will be required to work closely with the City Engineer during the course of this project as requested by the City of Birmingham.

Schematic Design and Design Development Phase: The Contractor shall work closely with the City of Birmingham and its appointed team members on the final programing of the improvements and overall design, including approximately four formal meetings and presentations to the Planning Board and City Commission. The team shall also assist the City of Birmingham in further determining the scope of the project; performing necessary research and supplemental field survey work and geotechnical work, (as determined to be necessary by the teams design professional and when requested); providing recommendations or solutions to solve a defined need; reviewing preliminary design documents and refining as required; maintaining project budget; and furnishing all design documents; obtaining approvals of all governmental agencies and authorities having jurisdiction over the scope of the project..

Construction Document Phase: After final design approval by the City the Contractor shall prepare final project plans, specifications and contract documents and, where applicable, local, state and federal compliance requirements; furnish all design documents and obtain approvals of all governmental agencies and authorities having jurisdiction over the scope of the project; while maintaining project budget.

Construction and Construction Engineering Phase: The Contractor shall assist the City with the development of bidding documents and selection of a contractor for construction. The Contractor shall attend a preconstruction meeting to review specifications and design requirements; provide ongoing consultation with the City throughout the construction phase; provide all material testing, including geotechnical,

foundation bearing capacity, soil compaction, concrete quality, welding, etc.; submit pay request submittals to the City for approval; conduct bi-weekly progress meetings and as required at critical phases of construction; prepare initial punch list for review by the City for completion; complete punch list items in a timely manner; provide final walk through and review, and prepare “as-built” record drawings.

ATTACHMENT B - BIDDER'S AGREEMENT

For Chesterfield Fire Station Design

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Stacy Peterson, RA	August 10, 2015
PREPARED BY (Print Name)	**DATE**
Project Manager/Senior Project Architect	August 10, 2015
TITLE	**DATE**
	SPETERSON@SIDOCKGROUP.COM
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
Sidock Architect, A Sidock Group Company	
COMPANY	
43155 Main Street, Suite 2306, Novi, MI 48375	248-349-4500
ADDRESS	**PHONE**
Sidock Group, Inc.	248-349-4500
NAME OF PARENT COMPANY	**PHONE**
45650 Grand River Avenue, Novi, MI 48374	
ADDRESS	

ATTACHMENT C - COST PROPOSAL

For Chesterfield Fire Station Design

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 6)

COST PROPOSAL	
ITEM	**BID AMOUNT**
Design Development Phase	$ 50,100
Construction Document Phase	$ 65,200
Construction & Construction Engineering Phase	$ 39,300
TOTAL BID AMOUNT	$ 154,600

Firm Name Sidock Architects, A Sidock Group Company

Authorized signature _____ Date 8-10-2015

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For Chesterfield Fire Station Design

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

Stacy Peterson, RA	August 10, 2015
PREPARED BY (Print Name)	**DATE**
Project Manager/Senior Project Architect	August 10, 2015
TITLE	**DATE**
	SPETERSON@SIDOCKGROUP.COM
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
Sidock Architects, A Sidock Group Company	
COMPANY	
43155 Main Street, Suite 2306, Novi, MI 48375	248-349-4500
ADDRESS	**PHONE**
Sidock Group, Inc.	248-349-4500
NAME OF PARENT COMPANY	**PHONE**
45650 Grand River Avenue, Novi, MI 48374	
ADDRESS	
#38-3521484	
TAXPAYER I.D.#	

AGREEMENT

For Chesterfield Fire Station Design

This AGREEMENT, made this_____ day of_____, 2015, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Sidock Group, Inc., having its principal office at 45650 Grand River Ave. Novi, Michigan 48374 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, is desirous of having work completed to design and assist with the replacement of the Chesterfield Fire Station in the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform the reconstruction of Chesterfield Fire Station, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform the reconstruction of Chesterfield Fire Station.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform the reconstruction of Chesterfield Fire Station and the Contractor's cost proposal dated August 10, 2015 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed $154,600, as set forth in the Contractor's August 10, 2015 cost proposal.

3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.

4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor 's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing

contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor’s employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall

be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

12. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

E. Professional Liability: Professional liability insurance with limits of not less than $1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than $1,000,000, per occurrence preferred, but claims made accepted.

G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than $3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be “Name Insured” on said coverage. Thirty (30) days’ Notice of Cancellation shall apply to this policy.

H. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

I. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
5) If so requested, Certified Copies of all policies mentioned above will be furnished.

J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.

K. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham
Attn: John Connaughton
572 S. Adams
Birmingham, MI 48009
248-530-1903

CONTRACTOR:
Sidock Group, Inc.
45650 Grand River Ave.
Novi, Michigan 48374

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

18. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

WITNESSES:

_____

_____

CONTRACTOR

By: _____
William A. Sidock
Its: President

CITY OF BIRMINGHAM

By: _____

Its: Mayor

By: _____

Laura Pierce
Its: City Clerk

Approved:

_____
John M. Connaughton, Fire Chief
(Approved as to substance)

_____
Mark Gerber, Director of Finance
(Approved as to financial obligation)

_____
Timothy J. Currier, City Attorney
(Approved as to form)

_____
Joseph A. Valentine, City Manager
(Approved as to substance)