



Department of Public Services
851 S. Eton, Birmingham, Michigan 48009
(248) 644-1807 / (248) 642-6888 / Fax (248) 644-5349

Sealed proposals endorsed "Barnum Project – Professional Design Services, August 14, 2007" will be received at the office of the Staff and Services Manager for the Department of Public Services, 851 S. Eton Birmingham, Michigan 48009 until 2:00 p.m., Tuesday, August 14, 2007, after which time no late bids will be accepted, and at which time the bids received will be publicly opened and read aloud.

The proposal will be for Professional Design Services to the City of Birmingham for the Barnum Center, herein described in the specifications. The Barnum Center is located at 746 Purdy in Birmingham, MI. Submit eight (8) copies of the proposal.

Go directly to www.mitn.info to review the bid information. Feel free to contact Lauren Wood at the DPS office should you have any questions 248.644.1807 ext. 113.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until a Contract is executed by both parties. All proposals shall specify terms and show delivery date. The City Commission reserves the right to reject any or all proposals; waive any irregularity in the proposals received; and to accept any proposal which it shall deem to be most favorable to the interest of the City.

Lauren A. Wood
Staff and Services Manager
City of Birmingham

Submitted to MITN: July 24, 2007

CITY OF BIRMINGHAM
REQUEST FOR PROPOSAL/QUALIFICATIONS

Purpose:

The City of Birmingham is looking for Professional Design Services as it relates to the Barnum Park Development project. The purpose of this Request for Proposal (RFP) is to request detailed design, architectural services along with providing construction administration services for the park at the property location referred to as the Barnum Center. The proposals shall be from competent and qualified vendors presenting their background, qualifications, capabilities and costs to provide independent professional services to the City of Birmingham, Michigan. It is expected that the selected vendor will provide some of these services directly while other services may be sub-contracted by the Design Consultant, so that a full-service accountability for the process may be achieved. In such cases, the design team will be responsible for the identification of at least two sources capable of providing out-of-house expertise. The City of Birmingham will have the right to select those recommended subcontractors. The options developed must be self-sustaining.

The Design Consultant will be responsible for the documentation of the final recommendation(s) to be delivered to the City Commission and provide the supporting data and information garnered throughout the process.

History:

The Barnum Center property located at 746 Purdy was acquired in 2002 by the City of Birmingham and encompasses an 8.32 acre parcel. The property is located just south of downtown Birmingham and is bordered by Pierce, Frank, Purdy and George Streets. The building on the property was a former school building and consists of approximately 106,000 square feet. A feasibility study was prepared to determine whether the city should obtain the Barnum property and whether the property can be used for public purposes. A copy of the October 2001 City of Birmingham Community Center Feasibility Study is available on the city's website www.ci.birmingham.mi.us. Other documents are also available on the city website which include the City of Birmingham Recreation Master Plan, the 2005 Ad Hoc Steering Committee Final Barnum Report and the 2006 Ad Hoc Barnum Property Committee Final Report.

Project Scope:

The City Commission has projected a budget amount of \$1,500,000 to cover costs of park design and development, including building demolition and site preparation. Some public grants and/or private fund raising efforts are expected for additional park design features.

The selected design consultant will be expected to:

- 1.) assist the City and Boards/Committees throughout this master plan process,
- 2.) act as the leader in the process of gathering public input by soliciting views and opinions of a broad community base, including but not limited to; conducting focus groups and/or design charettes to determine the best outcome for the property,

- 3.) prepare conceptual and final drawings to be reviewed by various boards and the public for the proposed park design,
- 4.) determine park development cost estimates,
- 5.) prepare bid documents and construction drawings,
- 6.) establish a construction timeline including phasing opportunities,
- 7.) meet and work with City Administration, the Ad Hoc Barnum Park Design Committee, the Parks and Recreation Board, the City Commission and the public to create and implement a park master plan design,
- 8.) provide construction administration services during park design implementation.

Several factors will need to be incorporated while developing a park design along with recommendation(s) to the City Commission. This will include, but not be limited to, such items as:

- Current Inventory Review/Parks and Recreation Master Plan
- Review Previous Barnum Final Reports
- Examine Rea/Peterhans conceptual park plan as a desirable design, but well beyond current budget as a reference document (see enclosure)
- Develop preliminary site/space plan and construction cost estimate

Design Objectives:

The park design should result in an urban community park that includes a variety of features for a mix of user groups. It may include areas for selected active recreation, but also will include a place for members of the community to gather for an assortment of activities: such as community events and gatherings, playing, picnicking, reading, resting, sitting, sun bathing, talking and watching others. The park design may be formal or informal, but its mixture of elements must be integrated to reinforce each other with a focus upon being people friendly.

Proposed Format:

At a minimum, the following information shall be provided to the City of Birmingham. Attending public meetings as required to present and respond to questions concerning the proposal may be required. Interviews will be conducted of the finalists by the Ad Hoc Barnum Park Design Committee and city staff before the recommendation is sent to the City Commission.

1. Vendor Description and Qualifications
2. Description of Project Understanding
3. Overall Approach/Work plan
4. Outcome/Results
5. Project Assigned Staffing and Credentials
6. Project Schedule
7. Price/Fee Structure – hourly rate schedule plus other direct incurred expenses
8. Project Experience/References
9. Independence Verification

In addition to the above format, please submit a completed Bid Proposal Form hereto attached.

Firm Qualifications:

The City of Birmingham stresses it is seeking the services of a park designer which should have expertise and a **demonstrated ability** in the following key areas.

1. Group Facilitation ability
2. Understanding of urban planning and park planning concepts
3. Understanding of architectural and civil engineering concepts
4. Knowledge of recreational and programming operations
5. Ability to perform construction bid documents and accurate cost estimates
6. Independence from organizations that provide construction, recreation or programming services

The services of the selected vendor may extend beyond this scope of work. Consulting services may be required throughout the course of the Barnum project. If so, the rate will be on an hourly basis, unless mutually agreed otherwise.

Selection/Evaluation Criteria:

The evaluation panel will consist of City staff and members of the Ad Hoc Barnum Park Design Committee who will evaluate the proposals based on, but not limited to, the following criteria:

1. Firm/Management/Staff Qualifications/Experience
2. Fee Structure
3. References – Proven Track Record with similar projects/within budget
4. Independence and ability to provide desired services
5. Familiarity with municipal financial and park development issues
6. Understanding of the current task
7. Park Development Time Table

**CITY OF BIRMINGHAM
BID PROPOSAL FORM**

The undersigned is providing a proposal for Professional Design Services to the City of Birmingham for the Barnum Center property, herein described in the specifications.

Company Name and Address: _____

Contact Person: _____

Phone Number: _____

List all Sub Consultants: _____

Task 1 Fee: (Master Plan, Cost Estimates, Meetings and Phasing Plan)

Lump Sum (not to exceed) \$ _____

Task 2 Fee: (Construction Drawings, Bid Documents and Bid Assistance)

Percent of Construction _____

Task 3 Fee: (Construction Administration)

Attach Hourly Fee Schedule

Signature of Authorized Bidder: _____

Title: _____

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, as 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. Payment will be made within thirty (30) days after invoice has been received and accepted by the City. 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.
7. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

PURCHASE ORDER

The successful bidder will be required to sign three (3) copies of **Attachment A** known as the Agreement, which will include all provisions of the bid proposal including specifications.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 16 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 13 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 coverage 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 coverage 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 12 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.

SUBCONTRACTORS

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Birmingham City Commission.

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.

MICHIGAN CONSTRUCTION LIEN ACT

The bidder agrees that, if awarded the Contract(s) he/she will abide by all requirements of the Michigan Construction Lien Act (P.A. 1980, No. 497) as amended and effective March 1, 1982, and to provide full and complete Sworn Statements on Owner-approved forms.

ATTACHMENT A

AGREEMENT

This Agreement ("Agreement"), made this _____ day of _____, 2007, by and between the City of Birmingham, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter "CITY"), and _____ having its principal office at _____

(hereinafter "CONTRACTOR"), provides as follows:

WITNESSETH:

WHEREAS, the CITY, through its Department of Public Services, desires to have Professional Design Services, for the Barnum Property Improvement Project, to be performed on its behalf and in connection therewith, has advertised for and sought sealed proposals endorsed "Barnum Project – Professional Design Services", which includes certain qualifications, instructions to bidders, specifications, and Terms and Conditions (collectively the "RFP"), and,

WHEREAS, the CONTRACTOR has professional qualifications that meet the generally accepted standards and guidelines for the industry and has made a bid ("Bid") to perform the Professional Design Services as requested and in accordance with the RFP, for the designated Task #s _____ along with their corresponding amounts as specified in the Bid Proposal Form and which Proposal has been accepted by the CITY.

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 RFP documents, this Agreement and the Contractor's Bid dated _____, 2007 required for this project 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 these documents are in conflict with this Agreement, the terms of this Agreement shall take precedence, then the RFP documents, then the Bid.
2. The CONTRACTOR agrees to perform the Professional Design Services in accordance with the specifications and conditions contained in the RFP documents, this Agreement and the Bid.
3. The CITY agrees to pay the CONTRACTOR for the services rendered pursuant to this Agreement in the amounts set forth in the CONTRACTOR'S Bid Proposal Form.

4. The CONTRACTOR agrees that it will apply for and secure all permits and approvals as may be required from the CITY in accordance with the provisions of applicable laws and ordinances of the CITY, State of Michigan or federal agencies.

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

6. 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 considered 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 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 contract. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the CITY, its elected or appointed officials, employees, volunteers or others working on behalf of the CITY OF BIRMINGHAM.

13. The CONTRACTOR shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. 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 contract, 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 contract, 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 contract 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 employees, all boards, commissions and/or authorities and board members. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and noncontributing with this insurance required from CONTRACTOR under this Section.
- E. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, 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: Director of Finance, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- F. Proof of Insurance Coverage: CONTRACTOR shall provide the CITY at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the CITY, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- If so requested, Certified Copies of all policies mentioned above will be furnished.
- G. Coverage Expiration: If any of the above coverages expire during the term of this contract, CONTRACTOR shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.

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. Any disputes arising under this Agreement shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the CITY. The CONTRACTOR shall notify the CITY of any dispute it has arising out of this Agreement and shall demand that the CITY elect whether the dispute is to be resolved by submitting it to compulsory arbitration or by commencement of a suit in Oakland County Circuit Court. The CITY shall make its election in writing within thirty (30) days from the receipt of such notice. If the CITY elects to have the dispute resolved by compulsory arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan, with each of the parties appointing one arbitrator and the two thus appointed appointing a third. In the event the CITY fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court.

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

WITNESS:

CITY OF BIRMINGHAM

Tom McDaniel, Mayor

Nancy Weiss, Clerk

APPROVED:

Lauren A. Wood, Staff and Services Manager
Approved as to Substance

Thomas M. Markus
City Manager
Approved as to Substance

B. Sharon Ostin
Director of Finance
Approved as to Financial Obligation

CONTRACTOR:

By: _____

Its: _____

Timothy J. Currier
City Attorney
Approved as to Form