REQUEST FOR PROPOSALS
For West Bloomfield Fire Station #3 Design

Sealed Proposals endorsed “West Bloomfield Fire Station”, will be received at the Office of the Township Clerk, 4550 Walnut Lake Road, West Bloomfield Michigan 48325; until April 18, 2016 at 2:00 p.m. after which time bids will be publicly opened and read.

Mandatory Pre-Bid Meeting: Tuesday March 29, 2016 at 11:00 a.m.
3340 Green Lake Road
West Bloomfield Michigan 48324

Proposal Submission: West Bloomfield Clerk’s Office
4550 Walnut Lake Road
West Bloomfield, MI 48325

Deadline for Submissions: Tuesday April 18, 2016 at 2:00 p.m.
Contact Person: Chief Greg Flynn or Catherine Ellerson, Purchasing Agent
5425 W. Maple West Bloomfield Michigan 48322
Email: gflynn@wbtownship.org
Phone: 248-409-1505

Responders will be required to attend a mandatory pre-bid meeting: Tuesday March 29, 2016 at 11:00 a.m. at Fire Station #3 - located at 3340 Green Lake Road, West Bloomfield Michigan 48324. Sign-in on the Attendance Registry will be required.

The Charter Township of West Bloomfield, Michigan is accepting sealed Proposals from qualified professional firms to provide full architectural and engineering services for the design, engineering, and construction phases for a new fire station located at 3340 Green Lake Road. The scope of this project includes providing architectural programming, schematic design, design development, civil site engineering and design, construction documents, bidding and construction assistance, assistance obtaining municipal site plan and special land use approvals, and closeout phase services. Submitting firms are expected to include the necessary services and associated fees for all plans prepared for civil, landscape, structural, mechanical, electrical, plumbing, fire protection and any independent cost estimating and/or any other consultants as required for a complete design Proposal. The architect will assist the Charter Township of West Bloomfield in procuring a site survey and geotechnical investigations.

The RFP, including Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at http://www.mitn.info or at the Charter Township of West Bloomfield, Clerks Office 4550 Walnut Lake Road West Bloomfield Michigan 48325, or at the West Bloomfield Fire Department, 5425 W. Maple West Bloomfield Michigan 48322 ATTENTION: Dora Montgomery.

The acceptance of any Proposal made in response to this invitation shall not bind the Charter Township of West Bloomfield. A Proposal must be approved by the Township Board to be deemed accepted and an agreement executed by both the successful Responder and the Township.
REQUEST FOR PROPOSALS
For West Bloomfield Fire Station #3 Design

For purposes of this Request For Proposals, the Charter Township of West Bloomfield will hereby be referred to as “Township” and the private firm responding will hereby be referred to as “Responder” or “Architect.”

The Township is accepting sealed bid Proposals from qualified professional firms to provide full architectural design and engineering services for a new fire station located at 3340 Green Lake Road West Bloomfield MI 48324. The scope of this project includes providing architectural programming, schematic design, design development, civil site engineering and design, construction documents, bidding and construction assistance, assistance obtaining municipal site plan and special land use approvals, and closeout phase services. Submitting firms are expected to include the necessary services and associated fees for all plans prepared for civil, landscape, structural, mechanical, electrical, plumbing, fire protection, and any independent cost estimating and/or any other consultants required for a complete design Proposal. The architect will assist the Township in procuring a site survey and geotechnical investigations.

The Proposal shall substantially conform to the terms, conditions and specifications established in this RFP, otherwise it may be declared non-responsive and rejected. Responder shall provide a straightforward, concise description of its qualifications and capabilities to satisfy the requirements of the RFP in a timely manner. All work shall be performed in accordance with the specifications contained in this RFP, including any amendments thereto, and in compliance with all provisions of the executed agreement.

RESERVATIONS
The Township reserves the right to award the contract, not award the contract, split the award after review of Proposals and award more than one contract if deemed in the best interests of the Township.

The Township reserves the right to accept or reject any or all Proposals received in response to this Request for Proposals and may re-issue the Request for Proposals if deemed in the best interests of the Township.

The Township reserves the right to reject low Proposals, to accept a higher Proposal, or to allow corrections of errors or omissions if deemed in the best interests of the Township.

The Township reserves the right to request additional information or clarification from Responders during the evaluation process. At the discretion of the Township, firms submitting Proposals may be requested to make oral presentations as part of the evaluation.

The Township reserves the right to award the contract to the Responder it deems to best serve the overall interests of the Township.

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 to make inquiries about the RFP.
MANDATORY PRE-BID MEETING: March 29, 2016 at 11:00 a.m.
3340 Green Lake Road
West Bloomfield MI 48324

INVITATION TO SUBMIT A PROPOSAL
Proposals shall be submitted no later than April 18, 2016 at 2:00 p.m. to:

The Charter Township of West Bloomfield
Attn: Clerks Office
4550 Walnut Lake Road
West Bloomfield, Michigan 48325

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, “West Bloomfield Fire Station #3”. Any Proposal received after the deadline cannot be accepted and will be rejected and returned, unopened to the Responder. Responders may submit more than one Proposal provided each Proposal meets the functional requirements.

BID SECURITY

Each proposal shall be accompanied with security in the form of a surety bond, a certified check, cashier’s check, or money order in the amount of $5,000 as a guarantee on the part of the Responder that he/she will enter into the contract to perform the work at the prices stated in the proposal. All pricing shall remain in effect for a period of ninety (90) days from the submission deadline. The bid security will be returned upon either the rejection of the proposal; or upon execution of the Agreement by all parties.

Responders who do not have the required security attached to their submission will be disqualified.

INSTRUCTIONS TO RESPONDERS

1. Any and all forms requesting information from the Responder must be completed on the attached forms contained herein, see Architect’s Responsibilities. If more than one Proposal is submitted, a separate Proposal form must be used for each.

2. Any request for clarification of this RFP shall be made in writing and delivered to: Greg Flynn, Fire Chief, 5425 W. Maple, West Bloomfield Michigan 48322, or gflynn@wbtownship.org (248-409-1505). Such request for clarification shall be delivered, in writing, no later than April 1, 2016. Responses to requests for clarification shall be posted on MITN by the end of business Wednesday April 6, 2016.

3. All Proposals shall be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the Instructions to Responders Section. All Proposals must be responsive in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the Respondent.

4. The Proposal shall include a list of all services that will be included and the names of the members assigned to the design/construction management team, and their respective qualifications.
5. The Proposal shall specifically identify if any services are excluded from the Proposal.

6. Each Responder shall include in his or her Proposal, in the format requested, the cost of performing the work for each phase of the project. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the Proposal figure. The Township will furnish the successful company with tax exemption information when requested.

7. Each Responder shall include in their Proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The Responder shall also provide the name, address, telephone number and e-mail address of a contact person in their organization to whom notices and inquiries by the Township should be directed as part of their Proposal.

8. Each Responder shall disclose any relationship, business or personal, to a Township employee or official. This includes immediate family, employment, or other professional relationship or engagement.

9. Failure to comply with the requirements, procedures, or provide the information requested by this RFP may result in disqualification.

10. The contract will be awarded upon approval of the Township Board to the most responsive and responsible Responder with the lowest price. A Professional Architectural Services Agreement must be executed by the successful Responder. The contract will require the completion of the work pursuant to the contract documents in a timely manner.

11. Each Responder shall include examples of similar previous projects for which they have provided professional architectural design services and/or engineering/construction services for a municipal fire station or other similar facility. Include dates of project, renderings, cost of project, whether project came in at, below, or over budget, whether composition of project team is the same as proposed for Fire Station 3 and any other pertinent information related to experience with similar/same scope of services.

**SCOPE OF WORK**

1) **DESCRIPTION**

The Township is seeking licensed professional architectural and engineering services for the design, engineering, and construction phases for a new fire station to replace the current station located at 3340 Green Lake Road, West Bloomfield Michigan. It is the intent of the Township to replace the current aging station with a new one which will better service the Township and its residences. The new fire station shall be designed to accommodate six (6) full-time firefighters, including accommodations for both men and women.

The project’s defined goals include:

- Design a station achieving all design considerations outlined herein, without exceeding 10,000 sq. ft.
- Fire station 3 is located in a residential area. While brick is desired, other low maintenance, cost effective, aesthetically pleasing materials consistent with the
surrounding area should be considered. The new station exterior shall provide harmony with its surrounding environment, fit aesthetically with the neighborhood, and provide overall curb appeal to Township residents.

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

2) DESIGN REQUIREMENTS

All designs shall comply with all applicable codes and ordinances, including the Township Zoning Ordinance. The services shall be performed in accordance with generally accepted professional standards, and all advice and consultation provided shall be within the architect’s authority and capacity as a professional. Compliance with all applicable codes, laws, ordinances and regulations is required.

Civil Engineering Documents

Architect shall be responsible for the preparation of the following:
- Topographic surveys.
- Develop an engineered site grading plan.
- Develop a storm water management plan in compliance with Township Ordinances.
- Landscape design plans.
- Water and sewer lead plans.
- Soil Erosion and Sediment Control Plan

The above plans shall comply with the applicable Township ordinance setting forth the requirements for the specific documents to be prepared by Architect.

Exterior

- Pedestrian-scaled architectural details in the design.
- Exit/enter apron must be at least fifteen feet (15’) longer than the longest apparatus to allow for safe turning radius.
- Parking area provided for ten (10) vehicles and one (1) handicap only space.
- Slab construction not exceeding 10,000 sq. ft.
- Context sensitive building and site lighting and landscaping.
- Storm water treatment/detention facilities.

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 six (6) firefighters
- Kitchen with connected day room
- Workout room
- Janitorial closet
- Laundry room
- Bathrooms with showers to accommodate both male and female firefighters
- Locker rooms with to accommodate both male and female firefighters
- Dorm room for up to five (5) fighters to accommodate both male and female firefighters
- Fire Officer quarters with workstation and sleeping area
- Small information technology room/closet

**Apparatus Bay**
- Minimum of 3,200 sq. ft. of apparatus floor space with four (4) bay doors providing access from both Green Lake and Fieldstone Roads
- EMS supply room/closet
- 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

3) **PHASES.**

There are three (3) phases to the scope of services.

I. **Schematic Design and Design Development Phase.** Working closely with the Township team members assigned to the project, the Architect shall provide architectural programming, schematic design, design development, and civil site engineering and design consistent with this RFP. The Architect shall also assist the Township in refining the scope of the project; assist the Township in acquiring site data including property boundaries, topographic survey, soil characteristics and any other necessary data; perform necessary research and supplemental field survey and geotechnical work, if determined to be necessary; provide recommendations or solutions to solve a defined need; review preliminary design documents and refine as needed; furnish all design documents; obtain all required approvals of all governmental agencies and authorities having jurisdiction over the project. The Architect may be required to refine the schematic design during the design development phase and/or construction phase. The Architect shall establish an opinion of probable cost at the Schematic Design Phase.

The Architect shall attend approximately four (4) formal meetings and provide presentations to the Planning Commission and Township Board as part of final design and site plan approval.

II. **Construction Document Phase.** After final design and site plan approval by the Township, the Architect shall prepare final project plans, construction specifications and construction contract documents approved by the Township and, where applicable, local, state and federal compliance requirements; furnish all design documents and plans, and obtain required approvals of any governmental agencies and authorities having jurisdiction over the project. Keep project timeline and maintain project budget.

III. **Construction Engineering and Construction Phase.** The Architect shall assist the Township with the development of bid documents, and the selection of a Construction Contractor. The Architect shall attend pre-construction meetings to review specifications
and design requirements; conduct a review of all submittals from Responders, provide ongoing consultation with the Township throughout the construction phase; provide all material testing, including geotechnical, foundation bearing capacity, soil compaction, concrete quality, welding, etc.; review and submit pay request submittals to the Township for approval; conduct bi-weekly progress meetings and as required at critical phases of construction; prepare initial punch list for review by the Township for completion; complete punch list items in a timely manner; provide final walk through and review, and prepare “as-built” record drawings.

The Architect will be required to work closely with the Development Services Director during the course of this project and other Township representatives as designated by the Township.

**ADDITIONAL REQUIREMENTS**

1. **Schedule.** Responders to include a projected project schedule including at a minimum:

   - Award Professional Architectural Services Agreement: May ___, 2016
   - Submission of Site Plans for Planning Commission Review: (Date required)
   - Special Land Use review/Approval: (Date required)
   - Planning Commission Courtesy Review: (Date required)
   - Township Board Site Plan Approval: (Date required)
   - Construction Document Development Phase (Date required)
   - Review of Construction Plans by Twp. Departments: (Date required)
   - Bid Schedule for Demolition/Construction Phase (Date required)
   - Demolition Date (Date required)
   - Commencement of Construction Date (Date required)
   - Construction Completion Goal (Date required)

2. **Budget.** The Architect shall maintain the project budget during all phases of the project.

3. **Insurance, Bonds, Warranties.** All required insurances and bonds are to be maintained by the Architect during the course of the Agreement.

4. **License.** All licenses required for a discipline by the State of Michigan shall be maintained during the course of the Agreement.

5. **Contact.** The Architect shall provide a single point of contact for the duration of the Agreement, shall perform with a consistent designated team, and shall be responsible for team performance and deliverables.

6. **Stay on Schedule.** The Architect shall ensure a timely completion of plans, specifications and construction coordination to keep project on schedule.

7. **Team Approach.** The Architect will work closely with designated Township 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.
8. **Township Procedures.** The Architect shall comply with administrative procedures related to the project such as change orders, shop drawings, contract pay requests, etc. and work with the Township regarding these items.

9. **Meetings.** The Architect shall meet with applicable Township committees, boards and commissions to review project status, design, project budget and project planning, as required.

10. **Status Reports.** The Architect shall provide regular status reports to the Township during all phases of project design and construction.

11. **Professional Standards.** All tasks shall be performed in accordance with generally accepted professional standards and all advice and consultation provided by the Architect shall be within its authority and capacity as a professional.

**EVALUATION PROCEDURE AND 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 and complete services in a timely manner.
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.

**AGREEMENT**

It is anticipated the selection of a firm will be completed in May of 2016. Upon approval of the Township Board, a Professional Architectural Services Agreement must be executed by both the successful Responder and the Township.

A sample copy of the Agreement is attached hereto for reference. This is a preliminary document which may be updated or revised to reflect the terms and conditions of the agreement between the Township and the successful Responder. Contract services will commence upon final execution of the Professional Architectural Services Agreement by both the Township and the Architect.
ATTACHMENT A - COST PROPOSAL

For West Bloomfield Fire Station #3 Design

In order for the Proposal 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 Architect’s Responsibilities Section of the RFP*

<table>
<thead>
<tr>
<th>ITEM</th>
<th>BID AMOUNT</th>
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<tbody>
<tr>
<td>Design Development Phase</td>
<td>$</td>
</tr>
<tr>
<td>Construction Document Phase</td>
<td>$</td>
</tr>
<tr>
<td>Construction Engineering &amp; Construction Phase</td>
<td>$</td>
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<tr>
<td><strong>TOTAL BID AMOUNT</strong></td>
<td><strong>$</strong></td>
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Firm Name______________________________________________________________

Authorized Signature___________________________________ Date________
ATTACHMENT B- INSURANCE REQUIREMENTS

For West Bloomfield Fire Station #3 Design

A. The Architect shall provide the Township with proof of all insurance required in this section evidencing such coverage at the time of the Architect’s execution of this contract. The Township, and all elected and appointed officials, employees and volunteers as individuals acting within the scope of their authority, shall be named as additionally insured. Coverage shall be primary to any other coverage that may be available to the additional insured.

1. **Workers' Compensation Insurance.** Architect shall procure and maintain during the life of the Contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. **Commercial General Liability Insurance.** Architect 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, $2,000,000 Aggregate, 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; and (D) Broad Form General Liability Extensions or equivalent.

3. **Motor Vehicle Liability.** Architect 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, $2,000,000 Aggregate. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. **Professional Liability.** Professional liability insurance, including errors and omissions coverage with limits of not less than $1,000,000 per claim.

B. **Cancellation Notice.** Policies shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, Charter Township of West Bloomfield, 4550 Walnut Lake Road, West Bloomfield MI 48325."

C. **Coverage Expiration.** If any of the above coverages expire during the term of this Contract, Architect shall deliver renewal certificates and/or policies to the Township at least (10) days prior to the expiration date.

D. **Maintaining Insurance.** Upon failure of the Architect to obtain or maintain such insurance coverage for the term of the Contract, the Township may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Contract amount. In obtaining such coverage, the Township shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
ATTACHMENT C – SAMPLE AGREEMENT

For West Bloomfield Fire Station #3 Design
THIS CONTRACT, made effective this __ day of __________ 2016, by and between the CHARTER TOWNSHIP OF WEST BLOOMFIELD, having its principal municipal office at 4550 Walnut Lake Road, West Bloomfield, MI 48325 (hereinafter "Township"), and ______________, (hereinafter "Architect") having its principal office at ____________________________ ____________________________, provides as follows:

Project. This Contract is for a project referred to as West Bloomfield Fire Station #3 Design.

Work. The work under this Contract shall consist of all items listed and described in this Contract, in the Request for Proposals, attached as Exhibit A, and in the Architect Proposal, attached as Exhibit B, including all incidentals necessary to fully complete the project in accordance with the contract documents in a competent, efficient, timely, good and workmanlike manner and in compliance with the following terms and conditions.

Contract Documents. The Contract Documents shall consist of the Contract, Request for Proposal, Architect’s Proposal, all Specifications, Bidder Information Form, Architect Questionnaire, Insurance Attachment, Vendor Certification Attachment, Payment Procedure, Detailed Contract Price, any Plans and Drawings, and any supplements to the foregoing. The Architect shall be responsible to comply with the provisions of all Contract Documents. If any conflict shall arise between the terms and conditions in the Contract Documents, the terms of the RFP shall take precedence, then the standard contract language then the proposal.

Contract Price and Payment. The Contract Price is $ __________.00. The Township agrees to pay the Architect the Contract Price in exchange for and consideration of the timely and satisfactory completion of the work. Requests for payment shall be made for work satisfactorily completed within thirty (30) days of the Township receiving the bill or invoice for the work from the Architect. Payment requests may not be submitted more than once per month.

Architect shall present monthly Requests for Payment to the Township detailing the Architect’s Services and the approved Reimbursable Expenses incurred for the Project in the previous month. With each Request for Payment, Architect shall submit payroll information, receipts, invoices and any other support for payment which the Township or its designated representatives shall deem necessary to support the amount requested.

The Township shall review the Request for Payment and notify Architect in writing if any Request for Payment or Reimbursable Expense is disapproved, in whole or in part. The Architect may resubmit any Request for Payment that is disapproved together with supporting documents required by the Township.
The Township shall have the right to withhold from payments due Architect such sums as are necessary to protect the Township against any loss or damage which may result from failure of Architect to perform its obligations under this Contract.

**Detailed Contract Price.** The Architect shall submit to the Township for approval, a detailed cost estimate including a total amount for each phase of the Project. The total amount of the detailed estimate shall equal the total amount of the Contract price. After approval, the detailed estimate shall become a part of the Contract. No payment or payments shall be made to the Architect until such detailed estimate is submitted.

**Retainage.** The Township reserves the right to withhold 10% from each payment as retainage until at least 50% of the work has been satisfactorily completed. Thereafter, the Township may not withhold the 10% retainage from progress payments unless the Architect is not making satisfactory timely progress on the work or has defaulted on one or more of its obligations under this Contract. If the Contract Price is $30,000.00 or more that is payable in more than 3 payments, (i) the Township shall not commingle the retainage with other Township funds, shall deposit the retainage in an interest bearing account in a regulated financial institution in Michigan where all such retained funds are kept by the Township, with the retainage and interest on it under this Contract to be separately accounted for, and (ii) the payment, retainage and dispute resolution provisions of Public Act No. 524 of 1980, as amended, will apply, with disputes subject to that Act to be submitted to an agent designated by the Township who has background, training and experience in the work to be performed under this Contract and who is not an employee of the Township.

**Reimbursable Expenses.** Reimbursable Expenses are in addition to Compensation for Architect’s Services and include actual and reasonable expenses incurred by the Architect and its employees solely and directly in connection with the performance of Architect’s services for the following:

- Expense of transportation as directed and approved in advance by the Township.
- Fees paid for securing approval of authorities having jurisdiction over the Project.
- Reproductions, printing, binding, collating and handling of reports, and drawings and specifications or other project-related work product, other than that used solely in-house for Architect.
- Shipping or mailing of all reports, drawings, specifications, and other items in connection with the Project.

**Architect’s Responsibilities.** Architect agrees to use Architect's best efforts, skill, judgment, and abilities so as to perform the Architectural Services in an expeditious and timely manner consistent with professional standards of care and the orderly progress of the Project. Architect shall at all times provide sufficient personnel to accomplish the Architectural Services in a timely manner. Architect shall manage its services, administer the Project and coordinate other
professional services as necessary for the complete performance of Architect's obligations under this Contract.

Architect agrees to perform the Architectural Services in compliance with all applicable federal, State, and Township laws, regulations, codes, ordinances, orders and in compliance with any approval or conditions to approval issued by any other body having jurisdiction over the Project.

Architect's Services shall be reasonably accurate and free from material errors or omissions. Architect shall promptly correct any known or discovered error, omission, or other defect in the plans, drawings, specifications, or other services provided by Architect without any additional cost or expense to Township.

Ownership of Documents. The Design Documents and plans prepared pursuant to this Contract as instruments of service are and shall remain the property of the Township whether the Project for which they are created is executed or not.

Changes in Work. Any request for changes, additions, deductions, adjustment of prices, or extensions of time shall be made in writing to the Township. No changes, additions, deductions, adjustment of prices, or extensions of time shall be made or allowed without written order from the Township specifically authorizing the change, addition, deduction, adjustment of price or extension of time.

Subcontractors. Architect shall not sub-contract the project without the prior written approval of the Township.

Permits. The work to be performed includes applying and paying for, obtaining issuance of, and complying with and satisfying all required Township and other governmental permits and all conditions of such permits.

Performance and Payment Bonds. As required by the Architect’s Bond for Public Buildings or Works Act, P.A. 213 of 1963, MCL 129.201 et seq., this Contract is conditioned on Architect furnishing at its own cost, a Performance Bond for the protection of the Township and a Payment Bond for the protection and payment of claimants which shall be attached hereto, each for ___% of the Contract Price.

Termination or Suspension. If Architect fails to perform its obligations hereunder, the Township may take any and all remedial actions permitted by law.

Termination for Cause. This Contract may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured prior to the expiration of the notice period. If a termination for cause under this section is later determined to be improper, the termination shall automatically convert to a termination for convenience and Project Architect’s recovery for termination shall be strictly limited to the compensation allowable under a termination for convenience.
Termination for Convenience: This Contract may be terminated for convenience by the Owner in whole or in part, upon at least ten (10) days written notice to the Architect.

Compensation: In the event of termination not the fault of the Architect, the Architect shall be entitled to compensation for all services satisfactorily performed to the termination date, together with approved Reimbursable Expenses then due, provided Architect delivers to Owner statements, accounts, reports, and other materials as required for payment along with all reports, documents, and other materials prepared by Architect prior to termination.

Inspections, Notices and Remedies Regarding Work. During the construction phase, the Township shall have the right to inspect the work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the work performed or other default in this Contract, Township shall provide Architect with written notice to take measures to have the defect or default corrected within a specified number of days of the notice. Upon a failure to do so, the Township may terminate this Contract by written notice, and finish the work through whatever method it deems appropriate. All costs incurred by the Township to complete shall be a valid claim and charge against the Architect. The Township reserves the right to preserve any claims of defect or default without termination by written notice to Architect.

Compliance with Laws. This Contract and all of Architect's work and practices shall be subject to all applicable federal, State, and local laws, rules, or regulations including without limitation, those which apply because Township is a public governmental agency or body. Architect represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

Status Reports. The Architect shall provide regular monthly status reports to the Township during all phases of project design and construction.

Notices. All notices required to be sent pursuant to this Contract shall be mailed to the following addresses:

Charter Township of West Bloomfield  
Attn: Chief Greg Flynn  
West Bloomfield Fire Department  
5425 W. Maple Road  
West Bloomfield, MI 48322  
(248) 409-1505

ARCHITECT  
Attn: ____________________________  
_______________________________  
_______________________________  
Tx: ( )

Moral Character of Employees. The Architect shall employ personnel of good moral character and fitness in performing all services under this Contract.

Independent Contractor. The Architect and the Township agree that the Architect is acting as an Independent Contractor with respect to the Architect's role in providing services to the Township pursuant to this Contract, shall be liable for its own actions, and neither the Architect nor its employees shall be construed as employees of the Township. Nothing contained in this Contract shall be construed to imply a joint venture or partnership and neither party, by virtue of this
Contract, 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 Township nor the Architect 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 Contract, and this Contract shall not be construed as a contract of agency. The Architect shall not be entitled or eligible to participate in any benefits or privileges given or extended by the Township, or be deemed an employee of the Township for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation, or any other employer contributions on behalf of the Township.

Proprietary Information. The Architect acknowledges that in performing services pursuant to this Contract, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel, emergency responder procedures and policies and financial information, etc.) may become involved. The Architect recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the Township. Therefore, the Architect agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Architect 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 Contract. The Architect further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Contract.

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

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

No Assignment. This Contract shall be binding upon the successors and assigns of the parties hereto, but no assignment shall be made by the Architect without the prior written consent of the Township. Any attempt at assignment without prior written consent shall be void and of no effect.

Non-Discrimination. The Architect 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 Architect shall inform the Township of all claims or suits asserted against it by the Architect's employees who work pursuant to this Contract. The Architect shall provide the Township with periodic status reports concerning all such claims or suits at intervals established by the Township.

Insurance. The Architect shall not commence work under this Contract until it has, at its sole expense, obtained the insurance required under this paragraph. All coverage's shall be with
insurance companies licensed and admitted to do business in the State of Michigan. All coverage’s shall be with carriers acceptable to the Township.

The Architect shall provide the Township with proof of all insurance required in this section evidencing such coverage at the time of the Architect’s execution of this contract.

The Township, and all elected and appointed officials, employees and volunteers as individuals acting within the scope of their authority, shall be named as additionally insured.

Coverage shall be primary to any other coverage that may be available to the additional insured.

The Architect shall maintain during the life of this Contract the types of insurance coverage and minimum limits as set forth below:

1. **Workers' Compensation Insurance**: Architect shall procure and maintain during the life of the Contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. **Commercial General Liability Insurance**: Architect 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, $2,000,000 Aggregate, 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; and (D) Broad Form General Liability Extensions or equivalent.

3. **Motor Vehicle Liability**: Architect 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, $2,000,000 Aggregate. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. **Professional Liability**: Professional liability insurance, including errors and omissions coverage with limits of not less than $1,000,000 per claim.

**Cancellation Notice Required.** Policies shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, Charter Township of West Bloomfield, 4550 Walnut Lake Road, West Bloomfield MI 48325."

**Coverage Expiration.** If any of the above coverages expire during the term of this Contract, Architect shall deliver renewal certificates and/or policies to the Township at least (10) days prior to the expiration date.

**Maintenance of Insurance Required.** Upon failure of the Architect to obtain or maintain such insurance coverage for the term of the Contract, the Township may, at its option, purchase such
coverage and subtract the cost of obtaining such coverage from the Contract amount. In obtaining such coverage, the Township shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

**Indemnification/Hold Harmless.** The Architect expressly agrees to indemnify and hold harmless the Township of West Bloomfield, its elected and appointed officials, employees and others working on behalf of the Township against all claims, demands, suits, losses and liabilities arising out of personal injury, bodily injury, or property damage to the extent of any negligent act, grossly negligent act, error or omission of the Architect or anyone acting on the Architect’s behalf, in connection with or incidental to, the contract or work to be performed, except that the Architect shall not be responsible to indemnify the Township for any losses or damages to the extent that such losses or damages are caused by or result from the sole negligence of the Township. The parties acknowledge that the Township being a public entity is immune from liability under the Governmental Liability for Negligence Act, MCL 691.1401 et seq., and nothing herein shall abrogate or impair the immunity granted thereby.

**Conflict of Interest.** If, after the effective date of this Contract, any official of the Township, or spouse, child, parent, or in-law of such official or employee shall become directly or indirectly interested in this Contract or the affairs of the Architect, the Township shall have the right to terminate this Contract without further liability to the Architect if the disqualification has not been removed within thirty (30) days after the Township has given the Architect 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.

**Conflict Resolution.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be addressed either by commencement of a suit in Oakland County Circuit Court or the 48th District Court.

**Fair Procurement Opportunity:** Procurement for the Charter Township of West Bloomfield 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 Township of West Bloomfield.

**Waivers.** No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

**Amendments.** Any changes in the provisions of this Contract must be in writing and signed by the Township and Architect.

**Force Majeure.** Each party shall be excused from any delay or failure in performance under this Contract for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, or other causes beyond its control.
IN WITNESS WHEREOF, the said parties have caused this Contract to be executed as of the date and year specified.

WITNESS

________________________

CHARTER TOWNSHIP OF WEST BLOOMFIELD

By
Michele Economou Ureste, Supervisor
Date: ______________________

By
Catherine Shaughnessy, Clerk
Date: ______________________

ARCHITECT

By: ______________________
Its: (authorized representative)
Date: ______________________
ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For West Bloomfield Fire Station #3 Design

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the Township 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.

PREPARED BY
(Print Name)         DATE

TITLE         DATE

AUTHORIZED SIGNATURE E-MAIL ADDRESS

COMPANY

ADDRESS PHONE

NAME OF PARENT COMPANY PHONE

ADDRESS

TAXPAYER I.D.#