

**REQUEST FOR PROPOSALS**  
**For Expansion and Renovation of Front Entrance and Circulation Area of**  
**Baldwin Public Library**

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Sealed proposals endorsed **“EXPANSION AND RENOVATION OF FRONT ENTRANCE AND CIRCULATION AREA OF BALDWIN PUBLIC LIBRARY”**, will be received at the Administrative Office of the Baldwin Public Library, 300 West Merrill Street, Birmingham, Michigan, 48009; until 3:30 p.m. on Thursday, March 31, 2022, after which time bids will be publicly opened and read.

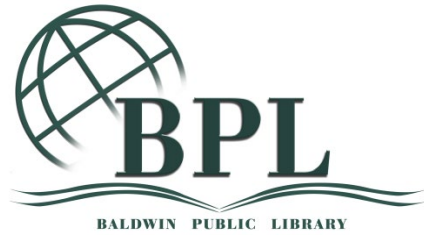
**Bidders will be required to attend a mandatory pre-bid meeting on Tuesday, March 15, 2022, at 2:00 p.m. at the Baldwin Public Library. Bidders must register for the pre-bid meeting by 4:00 on Friday, March 11, 2022, by contacting Library Director Rebekah Craft at [rebekah.craft@baldwinlib.org](mailto:rebekah.craft@baldwinlib.org).**

The Baldwin Public Library, in conjunction with the City of Birmingham, Michigan, is accepting sealed bid proposals from qualified professional firms to carry out design development, construction drawings, provide bid assistance and construction administration for the expansion and renovation of the front entrance and circulation area of the Baldwin Public Library, based on the conceptual/schematic design developed by Merritt Cieslak Design. This work must be performed as specified in accordance with the specifications contained in this 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 Baldwin Public Library, 300 West Merrill St., Birmingham, Michigan, ATTENTION: Rebekah Craft, Director.

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

<b>Submitted to MITN:</b>	March 1, 2022
<b>Mandatory Pre-Bid Meeting:</b>	March 15, 2022
<b>Deadline for Submissions:</b>	3:30 p.m. on Thursday, March 31, 2022
<b>Contact Person:</b>	Rebekah Craft, Director 300 W Merrill St. Birmingham, MI 48009 Phone: 248.554.4681 Email: <a href="mailto:rebekah.craft@baldwinlib.org">rebekah.craft@baldwinlib.org</a>



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## **INTRODUCTION**

For purposes of this request for proposals the City of Birmingham, Michigan (hereby known as “City”) and the Baldwin Public Library (hereby known as “Library”) will be referred to as “Client” and the private firm will hereby be referred to as “Architect.”

The Client is accepting sealed bid proposals from qualified professional firms to provide architectural services to carry out design development, construction drawings, provide bid assistance, and construction administration for the expansion and renovation of the Front Entrance and Circulation area of the Baldwin Public Library, based on the conceptual/schematic designs of January 19, 2022, included as Attachment E herein. This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

During the evaluation process, the Client reserves the right, where it may serve the Client’s best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the Client, 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 April 25, 2022. An Agreement for services will be required with the selected Architect. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the Client.

The Architect will work with the Library on the Design Development and Construction Drawing phases, with the City in a supportive role. The Architect will then work with the City during the Bidding and Construction Administration phases, with the Library in a supportive role.

## **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 architectural services to carry out design development, construction drawings, provide bid assistance and construction administration for the expansion and renovation of the Front Entrance and Circulation area of the Baldwin Public Library, based on the conceptual/schematic designs of January 19, 2022, included as Attachment E herein.

## **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. The pre-bid meeting is scheduled for Tuesday, March 15, 2022, at 2:00 p.m. at the Baldwin Public Library.

## INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 3:30 p.m. on Thursday, March 31, 2022 to:

Baldwin Public Library  
Attn: Rebekah Craft  
300 W. Merrill St.  
Birmingham, Michigan 48009

[rebekah.craft@baldwinlib.org](mailto:rebekah.craft@baldwinlib.org)

One (1) print and one (1) electronic copy, in PDF format, of the proposal shall be submitted. The two print copies of the proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **"EXPANSION AND RENOVATION OF FRONT ENTRANCE AND CIRCULATION AREA OF BALDWIN PUBLIC LIBRARY."** 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 Architect'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 print or by email and delivered to: Rebekah Craft, Director, 300 W. Merrill St., Birmingham, MI 48009 or [rebekah.craft@baldwinlib.org](mailto:rebekah.craft@baldwinlib.org). Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions. Any request will be reviewed by the Client, and all questions and responses will be shared with all bidders who signed in at the Pre-Bid Meeting.
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 Client 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. The Baldwin Public Library is a sub-unit of the City of Birmingham, a tax-exempt municipal government located in Oakland

County. Do not include such taxes in the proposal figure. The Client 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, and telephone 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 and Library should be directed as part of their proposal.

## **EVALUATION PROCEDURE AND CRITERIA**

The evaluation panel will consist of members of the Baldwin Public Library Board of Directors and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to 1) the ability to provide services as outlined, 2) related experience with similar projects, Architect background, and personnel qualifications, 3) quality of materials proposed, 4) overall costs, and 5) references. This review will consider the following criteria:

1. Experience and qualifications of the proposed team members, including interior design staff and partners, who will be assigned to the Project.
2. Experience and demonstrated ability in the design of libraries and similar public projects, with priority given to experience and ability in the design of libraries.
3. Demonstrated understanding of the expectations of Birmingham and/or similar communities that place high value on aesthetics of public spaces, as well as an understanding of the importance of the Library as part of Birmingham's civic center.
4. Bid price for design development, preparation of construction documents, bidding assistance, and construction administration for the project.
5. Demonstrated performance in execution of projects on time and within budget.
6. Quality and completeness of proposal.

## **TERMS AND CONDITIONS**

1. The Client 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 Client reserves the right to award the contract to the next most qualified Architect if the

successful Architect does not execute a contract within ten (10) business days after the award of the proposal.

2. The Client reserves the right to request clarification of information submitted and to request additional information of one or more Architects.
3. The Client 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 Client may terminate this Agreement at any point in the process upon notice to Architect sufficient to indicate the Client's desire to do so. In the case of such a stoppage, the Client agrees to pay Architect 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 Architect and shall not be chargeable in any manner to the Client.
6. Payment will be made within thirty (30) days after invoice has been accepted by the Client. Acceptance by the Client is defined as authorization by the designated Client 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 Client.
7. The Architect will not exceed the timelines established for the completion of this project.
8. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.
9. The Client will own the final designs and documents prepared by the Architect as part of this RFP.

## **ARCHITECT'S RESPONSIBILITIES**

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

1. All completed and signed forms requested for completion within this RFP.
  - a. Bidder's Agreement (Attachment B)
  - b. Cost Proposal (Attachment C)
  - c. Iran Sanctions Act Vendor Certification Form (Attachment D)
  - d. Agreement (Attachment A - **only if selected by the Client**).

2. Provide a description of completed projects (including library projects) that demonstrate the firm's ability to complete projects of similar scope, size, and purposed, and in a timely manner, and within budget.
3. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project, as well as all others associated with the firm that are assigned to the project and include names, titles, phone numbers, email addresses and assigned role for the project.
4. Provide a list of sub-architects and their qualifications, which include names, titles, phone numbers, email addresses and their respective role in this project as applicable.
5. Any changes in the staff members assigned to the project (principals, staff and/or others) shall be communicated to the Client in writing within two (2) business days.
6. Provide three (3) client references from past projects, include name of contact, title, and current phone number. At least two (2) of the client references should be for projects of a similar size and scope for a municipal client.
7. 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 Architect will be available according to the proposed timeline.
8. The Architect will be responsible for any changes necessary for the plans to be approved by the Client.
9. The Architect must receive budgetary approval before performing and billing for additional work outside the project scope.

## **CLIENT RESPONSIBILITIES**

1. The Client will provide a designated representative to work with the Architect to coordinate both the Client and the Architect's efforts and to inspect and verify any work performed by the Architect. During the design development and creation of construction document phase, the lead agency will be the Library, and during the bidding and construction administration phase, the lead agency will be the City.
2. The Library will provide access to the building during regular business hours.

## **SETTLEMENT OF DISPUTES**

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 19 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 11 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **CONTINUATION OF COVERAGE**

The Architect also agrees to provide all insurance coverages as specified. Upon failure of the Architect to obtain or maintain such insurance coverage for the term of the agreement, the City and Library may, at their option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, the Client 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 Client 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 the Library and various associated persons. Please refer to paragraph 10 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 Architect 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. Mandatory pre-bid meeting will be held at the Library on Tuesday, March 15, 2022, at 2:00 p.m.
2. Proposals will be submitted by 3:30 p.m. on Thursday, March 31, 2022



3. The Library Board will recommend the successful candidate to the Birmingham City Commission, which will make the final decision to execute an agreement at its regularly scheduled meeting on April 25, 2022.
4. Architect will have the Design Development and Construction Document elements outlined in the Scope of Work section of this RFP completed by November 7, 2022.
5. The Bidding and Construction Administration phases will occur only after funding for the Project has been confirmed. The project is anticipated to begin in the summer of 2023 and to be completed in early 2024.

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

## **SCOPE OF WORK**

The Architect shall perform the following services in accordance with the requirements as defined herein.

### **Overview**

The Baldwin Public Library—located at 300 West Merrill in downtown Birmingham—was built in 1927, with major additions completed in 1960, 1982, and 2020. The original building was designed by Marcus Burrowes; the 1960 addition was designed by Linn Smith; and the 1982 building was designed by Gunnar Birkerts. The 2020 addition was designed by Luckenbach Ziegelman Gardner Architects.

The main purpose of this RFP is to secure design development, construction drawings, bidding assistance, and construction administration services for the expansion and renovation of the Front Entrance and Circulation Area of the Baldwin Public Library, based on a concept plan previously developed. That design is detailed in Attachment E.

### **Program Confirmation**

- 1) Assist Library in determination of responsibilities, procedures, and schedule requirements. The Architect will be responsible for documentation of all meetings associated with the Project.
- 2) Review existing studies, space programming, layouts and designs provided by Library with regard to the Scope of Work of the project. Provide early advice to the

Library on possible changes to the objectives to assure feasibility, quality, meeting cost budget, and minimizing reductions in service during construction.

3) Confirm with Library the professional fees and the schedule.

## **PHASE 1**

### Design Development

- 1) Based on the conceptual/schematic designs of January 19, 2022, develop Design Development Documents for the Library's approval. The process will include meetings with Library staff to hear their opinions, meetings with Library administration and the Library Board Building Committee, and a presentation to the Library Board.
- 2) The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents—including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems—to fix and describe the size and character of the Project as to architectural; interior design; structural, mechanical, and electrical systems; and landscaping—including lighting, acoustics, and internal materials and finishes--and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
- 3) The Architect shall update project total cost estimates (including an operable Excel spreadsheet with line-by-line breakout of all fees, architectural costs, construction costs, furnishings, shelving, technology, and construction and design contingencies) and submit them to the Library.
- 4) The Architect shall provide and develop the project phasing plan and construction timeline and submit those to the Library. The Library wishes to remain open during regular business hours for the duration of the project.
- 5) The Architect shall provide renderings of internal and external features suitable for public viewing and preliminary code compliance review by the City's Building Department.

## Construction Documents

- 1) Construction documents shall include, but not be limited to, detailed civil, architectural, engineering, and shop drawings for the construction of this project.
- 2) Based on the Library's approval of the Design Development Documents and the Library's authorization of any adjustments in the Project requirements and the budget for the cost of work, the Architect shall prepare Construction Documents for the Library's approval.
- 3) The process will include meetings with Library staff, the Library Board Building Committee, and the City's Building Department.
- 4) The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of drawings, specifications, and structural calculations, setting forth in detail the quality levels of materials and systems. Any and all terms and conditions associated with construction documents will be subject to the review and approval of the City.
- 5) The Architect shall provide 4 sets of the completed construction documents to the City's Building Department for code compliance review.
- 6) The Architect shall make any necessary updates to the cost estimates.
- 7) Design Development and Construction Documents shall be completed by November 7, 2022.

## **PHASE 2**

### Bidding Assistance

1. The Architect, following the approval of the Construction Documents and the latest preliminary cost estimate of construction cost, shall assist the Client in obtaining bids and shall assist in the bidding process by:
  - a) Assisting the Client in the preparation of the Architectural specifications for the City's bid documents.
  - b) Assisting the Client by participating in a mandatory pre-bid meeting with bidders for construction.

- c) Assisting the Client in the preparation of responses to questions from the prospective bidders and providing clarifications and interpretations of the bidding specification documents to all prospective bidders in the form of addenda.
- d) Assist in the evaluation of bids for the selection of a construction contractor.

#### Construction Administration

1. The Architect shall assist the City in providing administration of the construction project. The Architect's responsibility to provide assistance under this section of the Scope of Work shall commence upon the award of the initial contract for construction and terminates upon the payment of the final payment to the construction contractor.
2. The Architect shall be a representative of and shall advise and consult with the City during the administration of the contract for construction. The Architect shall regularly advise and consult with the City during the construction phase.
3. The Architect shall visit the site and may be accompanied by a representative of the City's Building Department at intervals appropriate to the stage of construction, or as otherwise agreed by the City and Architect, (1) to become generally familiar with and to keep the City informed about the progress and quality of the portion of the work completed, (2) to endeavor to guard the City against defects and deficiencies in the work, and (3) to determine in general if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the contract documents. However, the Architect shall not be required to make exhaustive continuous on-site inspections to check the quality or quantity of work. The Architect shall neither have control over or charge of, not be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work.
4. The Architect shall report to the City all known deviations from the contract documents and from the most recent construction schedule submitted by the construction contractor. However, the Architect shall not be responsible for the construction contractor's failure to perform work in accordance with the requirements of the contract documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the construction contractor, subcontractors, or their agents or employees, or of any acts of any other persons or entities performing portions of the work.

5. The Architect shall, at times outlined in this RFP, have access to the construction site to facilitate its visits.
6. Except for code compliance or permit related issues as deemed necessary by the City, the Architect shall serve as the primary contact in communicating with the construction contractor concerning matters arising out of or relating to the construction documents. Communications by and with the Architect's consultants shall be through the Architect.
7. The Architect has the authority to reject work that does not conform to the contract documents, following consultation with the City.
8. The Architect shall review and respond to requests for information about the contract documents.
9. The Architect shall maintain a record of submittals and copies of submittals supplied by the construction contractor.
10. The Architect may authorize minor changes in the work that are consistent with the intent of the contract documents and do not involve an adjustment in the contract sum or an extension of the contract time, upon review and approval by the City and Library.
11. The Architect shall conduct inspections to determine the date or dates of substantial completion and the date of final completion.
12. The Architect shall prepare change orders and construction change directives, with supporting documentation and data if deemed necessary by the City for the City's approval and execution in accordance with the construction documents.
13. The Architect shall review and certify the amounts due the construction contractor to the designated City representative.

## **ATTACHMENT A**

**AGREEMENT**  
**For Expansion and Renovation of Front Entrance and Circulation Area of**  
**Baldwin Public Library**

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**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and \_\_\_\_\_(name of party) a Michigan \_\_\_\_\_ (Corporation, P.C., LLC, etc.), whose address is \_\_\_\_\_, (hereafter referred to as Architect) and the foregoing shall collectively be referred to as the parties.

**WHEREAS**, the City of Birmingham, in conjunction with the Baldwin Public Library desires having work completed to perform design development, creation of construction drawings, provide bidding assistance, and construction administration for the expansion and renovation of the Front Entrance and Circulation Area of the Baldwin Public Library, based on the approved concept plan of January 19, 2022, and in connection therewith has requested proposals for the Expansion and Renovation of the Front Entrance and Circulation Area of Baldwin Public Library; and

**WHEREAS**, Architect has qualifications that meet the project requirements and has provided a response and cost proposal to perform design development, creation of construction drawings, provide bidding assistance, and construction administration for the expansion and renovation of the Front Entrance and Circulation Area of the Baldwin Public Library.

**NOW, THEREFORE**, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. **MUTUALLY AGREE:** It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform design development, creation of construction drawings, provide bidding assistance, and construction administration for the expansion and renovation of the Front Entrance and Circulation Area of the Baldwin Public Library, based on the approved concept plan of January 19, 2022, and the Architect's cost proposal dated \_\_\_\_\_, 2022 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. (attached hereto as Attachment "A").

2. **TERM:** This Agreement shall have a term of two (2) years from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Architect shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all drawings prepared by the Architect through such date.

**3. TERMS OF PAYMENT:** The Architect will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

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

**5. INSURANCE SUBMISSION REQUIREMENTS:** The Architect has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Architect throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Architect acceptance of the terms of this Agreement.

**6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** The Architect 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 Architect recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. 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 Agreement. The Architect further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

**7. INDEPENDENT Architect:** The Architect and the City agree that Architect is acting as an independent contractor with respect to the Architect'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 Architect 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 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 Agreement, and this Agreement shall not be construed as a contract of agency. The Architect 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.

**8. COMPLIANCE WITH LAWS:** Architect agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Architect is subject, Architect hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

**9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS:** Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Architect, either by offset to any amounts due and owing Architect for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Architect agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, the Architect and any entity or person for whom the Architect 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 their behalf 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, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Architect including its employees and agents, in the performance of 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.

**11. STANDARD INSURANCE REQUIREMENTS:**

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

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Architect 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.

For Sole Proprietorships: Architect shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Architect 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 Architect Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability, as described above, shall include an endorsement stating the following **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.

D. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Architect will provide services that are customarily subject to this type of coverage.

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

F. Proof of Insurance Coverage: Architect 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, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
- 4) If so requested, Certified Copies of all policies mentioned above will be furnished.

G. Maintaining Insurance: Upon failure of the Architect 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.

**12. WRITTEN NOTICES:** Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham  
P.O. Box 3001  
Birmingham, Michigan 48012  
Attn: Rebekah Craft, Library Director

Architect:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

**13. COVID:** The Architect shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Architect staff which will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of Architect staff. Failure to provide proof of vaccination when requested will cause the City to request unvaccinated personnel to leave, request alternate staff, and if the Architect is unable to comply, this violation of safety protocols will constitute a breach of contract by the Architect.

**14. AMENDMENTS:** No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

**15. WAIVER OF BREACH:** No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

**16. COMPLETE AGREEMENT:** The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Architect agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Architect shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

**17. DIRECT OR INDIRECT INTEREST:** 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 Architect, the City shall have the right to terminate this Agreement without further liability to the Architect if the disqualification has not been removed within thirty (30) days after the City 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.

**18. FAILURE TO PERFORM.** If Architect 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.

**19. LEGAL PROCEEDINGS:** 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 48<sup>th</sup> 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 a federal or state court with jurisdiction over Oakland County, Michigan.

**20. RESPONSE TO REQUESTS FOR PROPOSALS:** The Architect shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated \_\_\_\_\_, to the City's Request for Proposals dated \_\_\_\_\_ (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Architect \_\_\_\_\_ (date of response) response, the terms of this Agreement shall prevail.

**21. 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 parties hereto agree to be bound by the above terms and conditions, and Architect, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Architect

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
                                          ) ss:  
COUNTY OF OAKLAND    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, who acknowledged that with authority on behalf of \_\_\_\_\_ to do so he/she signed this Agreement.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

**CITY OF BIRMINGHAM:**

By: \_\_\_\_\_  
Therese Longe, Mayor

By: \_\_\_\_\_  
Alexandria D. Bingham, City Clerk

**APPROVED:**

\_\_\_\_\_  
Thomas M. Markus, City Manager  
(Approved as to substance)

\_\_\_\_\_  
Rebekah Craft, Library Director  
(Approved as to substance)

\_\_\_\_\_  
Mary M. Kucharek, City  
Attorney  
(Approved as to form)

\_\_\_\_\_  
Mark A. Gerber, Finance Director  
(Approved as to Financial  
Obligation)



**ATTACHMENT B - BIDDER'S AGREEMENT**  
**For Expansion and Renovation of Front Entry and Circulation Area of**  
**Baldwin Public Library**

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In submitting this proposal, as herein described, the Architect 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.

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**PREPARED BY**  
**(Print Name)**

**DATE**

---

**TITLE**

**DATE**

---

**AUTHORIZED SIGNATURE**

**E-MAIL ADDRESS**

---

**COMPANY**

---

**ADDRESS**

**PHONE**

---

**NAME OF PARENT COMPANY**

**PHONE**

---

**ADDRESS**



**ATTACHMENT C - COST PROPOSAL**  
**For Expansion and Renovation of Front Entry and Circulation Area of**  
**Baldwin Public Library**

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**In order for the bid to be considered valid, this form must be completed in its entirety.** The cost for the Scope of Work shall be itemized by a dollar amount based on the Phases and elements included in this Request for Proposal as follows:

COST PROPOSAL	
ITEM	BID AMOUNT
Phase 1	
Design Development	\$
Construction Documents	\$
Phase 2	
Bidding Assistance	\$
Construction Administration	\$
<b>TOTAL BID AMOUNT</b>	\$

Firm Name\_\_\_\_\_

Authorized signature\_\_\_\_\_ Date\_\_\_\_\_

**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM**  
**For Expansion and Renovation of Front Entry and Circulation Area of**  
**Baldwin Public Library**

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

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**PREPARED BY**  
**(Print Name)**

**DATE**

---

**TITLE**

**DATE**

---

**AUTHORIZED SIGNATURE**

**E-MAIL ADDRESS**

---

**COMPANY**

---

**ADDRESS**

**PHONE**

---

**NAME OF PARENT COMPANY**

**PHONE**

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**ADDRESS**

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**TAXPAYER I.D.#**

## ATTACHMENT E – CONCEPTUAL/SCHEMATIC ESTIMATES & DESIGNS

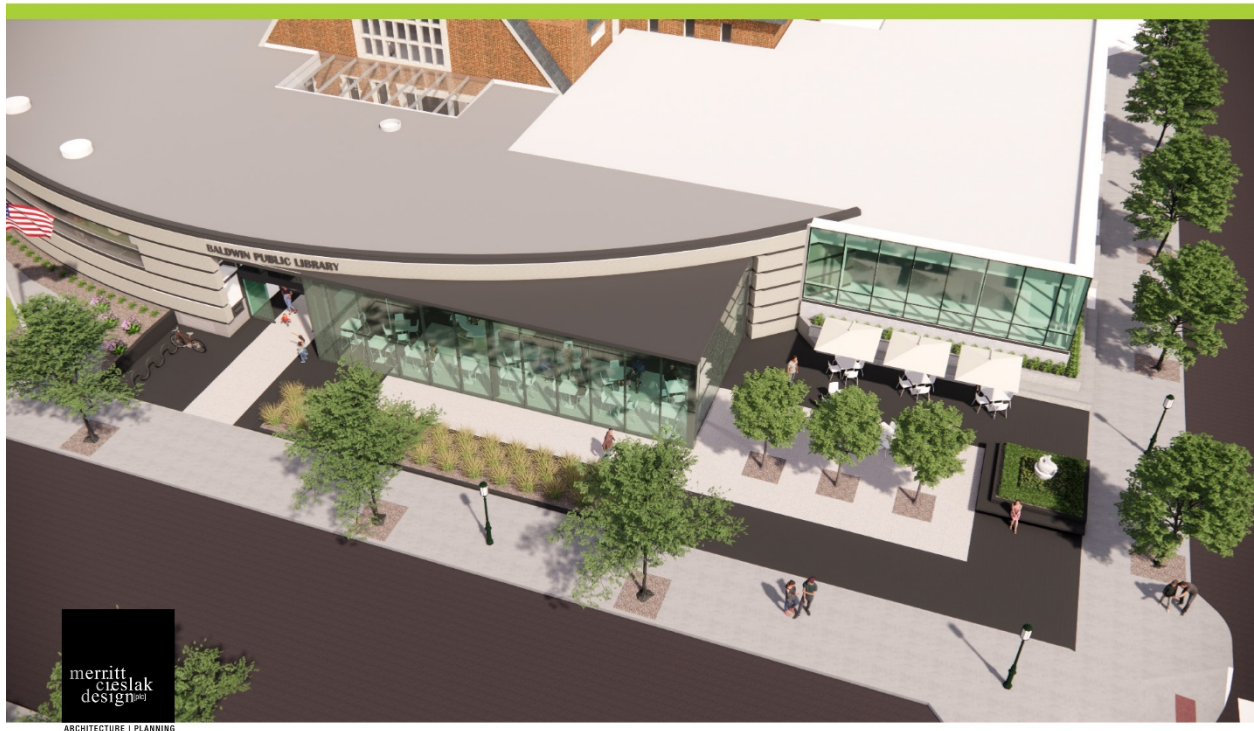
### For Expansion and Renovation of Front Entry and Circulation Area of Baldwin Public Library

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The expansion and renovation of the Front Entrance and Circulation Area is the final phase of a proposed three-phase project.

The designs on the following pages were developed jointly by Merritt Cieslak Design and the Baldwin Public Library Board of Directors and Library Staff.

## AERIAL VIEW







## VIEW FROM SHAIN PARK



## VIEW FROM PLAZA





## VIEW FROM PLAZA



## VIEW FROM WEST





## VIEW FROM COMMUNITY HOUSE



## VIEW OF ENTRY



## VIEW OF MATERIAL RETURN



## VIEW OF COLLABORATION & CAFE





## VIEW OF COLLABORATION & CAFE



## VIEW FROM VESTIBULE



## VIEW TOWARDS CIRCULATION DESK



## VIEW FROM CIRCULATION DESK





## SKYLIGHT (STEEL STRUCTURE)



## SKYLIGHT (STEEL STRUCTURE)



## VIEW OF FRIENDS AREA



## VIEW FROM GRAND HALL



## **Front Entrance and Circulation Area Expansion and Renovation Cost Estimates as of January 2022**

The cost of the project, in 2023 dollars, ***including owner's contingency***, is estimated to be \$3,526,316. The project includes two optional add-ons:

- Full east-side Nanawall (instead of Hangar Door) with an estimated cost of \$15,000 in 2023 dollars
- Snow melt system for full plaza with an estimated cost of \$50,000 in 2023 dollars