



**CITY COMMISSION/PLANNING BOARD
WORKSHOP SESSION AGENDA
SEPTEMBER 19, 2016
7:30 PM**



DPS Facility, 851 South Eton, Birmingham, MI 48009

Navigating through the agenda:

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**BIRMINGHAM CITY COMMISSION /
PLANNING BOARD JOINT WORKSHOP SESSION
SEPTEMBER 19, 2016
DPS FACILITY, 851 SOUTH ETON
7:30 P.M.**

WORKSHOP SESSION

This will be considered a workshop session. No formal decisions will be made. The purpose of this workshop format is to focus on problem definition and desired outcomes. Each commissioner will have an opportunity to share their perspective and thoughts on problems and possible solutions. Citizens will have an opportunity to make public comment at the end of the workshop meeting.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Rackeline J. Hoff, Mayor

II. ROLL CALL

Cheryl Arft, Deputy Clerk

III. ITEMS FOR DISCUSSION

A. Comprehensive Master Plan Update

IV. PUBLIC COMMENT

V. ADJOURN

NOTICE: Individuals requiring accommodations, such as mobility, visual, hearing, interpreter or other assistance, for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 (voice), or (248) 644-5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al [\(248\) 530-1880](tel:248-530-1880) por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).



MEMORANDUM

Planning Division

DATE: September 15, 2016

TO: Joseph A. Valentine, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Comprehensive Master Plan Update

The City of Birmingham has a history of implementing master plans and ordinances that are intended to guide and regulate the growth of the City in order to promote the type of development that the citizens and property owners value. Currently, the development of the City's planning and zoning regulations are principally governed by six documents which are currently available on the City website:

- The Birmingham Future Land Use Plan (1980);
- The Downtown Birmingham 2016 Plan (1996);
- The Eton Road Corridor Plan (1999);
- The Triangle District Plan (2007);
- The Alleys and Passages Plan (2012); and
- The Multi-Modal Plan (2013).

The Future Land Use Plan ("the Plan") was the last comprehensive master plan to be adopted by the City (1980). The Plan made specific recommendations throughout the City that are intended to protect residential areas while at the same time made recommendations that would allow the commercial areas to thrive. Since the adoption of the Plan, the City has updated the master plan through the additional subarea plans listed above. Those plans have been implemented through the three overlay zones (Downtown, Triangle and Alleys and Passages) and the rezoning of the rail district to MX (Mixed Used). The Multi-modal plan adopted in 2013 is now the guiding document for the City in regards to transportation infrastructure, major right of way improvements, and user accessibility issues. The cumulative effect of all the sub area plans has essentially updated the Future Land Use Plan in almost all of the commercially zoned areas of Birmingham.

The updating and implementation of master plans and subarea plans are important aspects of maintaining and improving the standard of excellence that is expected in Birmingham. Although there have been the subarea plans listed above established in the City over the past several years, there has not been a comprehensive Master Plan update completed since the 1980 Future Land Use Plan. There are several components of the plan that included demographic data and projections that were based on a twenty year time frame. In addition, many of the land use policies and system analysis may be considered outdated now considering the advancements in technology and lifestyle habits. Accordingly, much of the information provided in the plan was intended to be projections to the year 2000. The following list outlines

the information in the plan that is out of date or policies that should be considered for review and updating:

- Future population growth
- Existing land use
- Residential Development
- Multi-family Development
- Regional and National Development Trends
- Transportation System
- Land Use Policies
- Future Land Use Plan

Much of this information may just require a simple review to verify that the recommendations and analysis are still relevant. In other instances, there are areas of the plan such as the Transportation System chapter that has been addressed by the Multi-modal Plan. The City has effectively updated many sections of the Master Plan in recent years and the new subarea plans could be incorporated into a new comprehensive Master Plan document. In addition, there are many issues prevalent in the planning field today that were likely not considered at the time the current plan was created, such as aging in place, housing diversity, and green infrastructure.

At the June 20th, 2016 joint meeting of the City Commission and the Planning Board the need to update the City's existing comprehensive master plan was discussed in detail. A draft scope of work was reviewed by the group, and commission and board members provided input on the relevant sections to be updated, and expressed a desire to conduct a public visioning process to gather input from residents and business owners for integration into a strategic vision for the neighborhood and commercial areas within the Plan. Additional areas of study recommended to be included in the update as well were a City-wide parking analysis and the impact of emerging technology on future planning.

Please find attached a draft Request for Proposals ("RFP") for your review that includes updates to the Scope of Work based on discussions from the joint meeting, and recent City Commission meetings.

Following the joint meeting with the Planning Board, the RFP will be presented to the City Commission for approval to issue at a regular meeting.



REQUEST FOR PROPOSALS FOR MASTER PLAN UPDATE

Sealed proposals endorsed **“MASTER PLAN UPDATE”**, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until **INSERT DUE DATE AND TIME** after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to conduct a comprehensive master plan update. This work must be performed as specified in accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, ATTENTION: Jana L. Ecker, Planning Director.

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

Submitted to MITN:	INSERT DATE POSTED
Deadline for Submissions:	INSERT DEADLINE DATE & TIME
Contact Person:	Jana L. Ecker, Planning Director P.O. Box 3001, 151 Martin Street Birmingham, MI 48012-3001 Phone: 248-530-1841 Email: jecker@bhamgov.org



**REQUEST FOR PROPOSALS
FOR MASTER PLAN UPDATE**

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INTRODUCTION

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

The City of Birmingham, Michigan is seeking a comprehensive update of the City-wide master plan, and is accepting sealed bid proposals from qualified professional planning firms who have experience drafting comprehensive master plan updates. Qualified Contractors must demonstrate experience in conducting strategic visioning sessions, community consensus building, demographic and land use analysis, parking analysis, planning best practices, and have a strong background working in dense urban communities.

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

It is anticipated the selection of a firm will be completed by **INSERT PROJECTED BID AWARD DATE**. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein as Attachment A. Contract services will commence upon execution of the service agreement by the City.

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide a comprehensive update of the City-wide master plan. The City’s current comprehensive master plan is entitled The Birmingham Plan, and was adopted in 1980. Since the adoption of the master plan, several sub-area plans have also been adopted for specific sections of the City:

- Downtown 2016 Plan (1996);
- Eton Road Corridor Plan (1999);
- Triangle District Plan (2007);
- Alleys and Passages Plan (2012); and
- Multi-modal Transportation Plan (2014).

Each of these sub-area plans continue to be relevant and have essentially acted as updates to the City’s comprehensive master plan for portions of the City.

At this time the City is seeking a comprehensive update of the 1980 Birmingham Plan, and the formal inclusion of each of the subarea plans into an updated comprehensive master plan (“the Plan”). While some portions of the Birmingham Plan may continue to be relevant today, specific areas that need to be updated include:

- Community vision and planning objectives;
- Update of Population section to include current demographic data and analysis;
- Update of Regional and Surrounding Development section to include current demographic data and analysis of the region, regional and downtown development trends and regional collaboration efforts;
- Update of Residential Housing section to include neighborhood goals, projections and future trends;
- Review and update of Transportation section to include current vehicular, pedestrian and bicycle data, recent and currently budgeted infrastructure improvements, current multi-modal trends and future recommendations based on regional and national best practices;
- Update and review of existing land use, updated recommendations for future land uses and an updated future land use map;
- Current parking analysis and recommendations for both public and private parking regulations throughout the entire City including the following components:
 1. Central Business District municipal system;
 2. Triangle District municipal system;
 3. Rail District recent analysis and recommendations;
 4. Residential Permit parking (City-wide);
 5. Zoning Ordinance parking regulations; and
- Review and update of the Policies section to encourage the implementation of the City's vision, current goals and best practices.

It is anticipated that the master plan update will commence in early 2017 and be completed in the fall of 2017.

Public Participation

Extensive public participation is vital to the success of the master plan update. During the master plan update process, the Contractor should garner the input of the public on the future vision for the City and build consensus to provide the basis for the overall direction of the master plan update. Extensive public input should also include specific discussions on residential areas, the downtown and commercial areas, and the transitional areas that connect these zones. The selected Contractor will be required to submit a detailed public involvement plan that allows for public input throughout the entire process from visioning to formal adoption of the Plan.

Scope of Work

The selected Contractor will work with the public, City staff, the Planning Board, and the City Commission to review and update Birmingham's master plan. The Contractor will coordinate with City staff and the City Attorney to ensure compliance with all State and/or Federal laws related to a community master plan update.

The scope of services is as follows:

1. **Visioning Process.** Facilitate a public charrette to gather input from residents and business owners for integration into the strategic vision for the neighborhood and commercial areas within the Plan. This process is expected to be a multi-day workshop that provides various opportunities, including visioning sessions, roundtable discussions and presentations for local stakeholders to comment on and provide additional input to achieve consensus on the vision and direction of the City moving forward.
2. **Updated Data Collection and Analysis.** Review and update all demographic, social, economic and market data and provide future projections and trends. Review and update existing land use and zoning patterns and evaluate future land uses. Evaluate current trends and best practices in other urban areas to make policy recommendations for the future success of Birmingham.
3. **Infrastructure Analysis.** Review existing infrastructure, evaluate future needs and provide recommendations. Specific emphasis should be placed on transportation infrastructure, including analysis of existing vehicular, pedestrian, bicycle and transit facilities, current multi-modal trends and the formulation of recommendations based on future projections and best practices.
4. **Parking Analysis.** Review current parking regulations in effect in the City of Birmingham for both private and public property. Provide best practice analyses and recommendations for updating current parking regulations for both private developments and on street public parking in residential and commercial areas. Recommendations should include consideration of current multi-modal infrastructure enhancement goals, potential for shared parking and emerging and innovative technologies.
5. **Attendance at Meetings.** The Contractor shall expect to attend the following meetings and base their fees accordingly:
 - A multi-day charrette as noted in subsection (1) above.
 - One (1) meeting with the Planning Board to discuss process and finalize a schedule to meet the requirements of this RFP.
 - Up to five (5) work sessions with City staff to discuss progress and recommendations.
 - Up to three (3) work sessions/monthly meetings with the Planning Board to discuss updates to key segments of the Plan.
 - One (1) public hearing for review of the final draft at the Planning Board.
 - One (1) public hearing for review of the final draft at the City Commission.

The City reserves the right to reduce or increase the number of meetings depending on the progress of the project with an adjustment in the contract accordingly.

6. **Plan Preparation.** The Contractor will prepare drafts of each key segment of the Plan for review by the Planning Board, and shall make changes as directed throughout the process. The Contractor will prepare one draft version of the Plan including updated census information, maps, charts, exhibits and graphics to create a vital and compelling statement of public policy. The Contractor will work with the public and the Planning Board to refine the draft Plan into a final draft for approval by the City Commission.
7. **Finalization and Adoption.** A draft of the updated Plan will be presented to the Planning Board for initial recommendation and to the City Commission for their concurrence. The Contractor will participate in the required public hearing(s) and prepare a completed final document with all necessary changes.

This outline is not necessarily all-inclusive and the Contractor shall include in the proposal any other tasks and services deemed necessary to satisfactorily complete the project.

Deliverables

The Contractor shall provide a master graphic format of the Plan that includes an extensive use of illustrations, photos, charts and tables in the following formats upon adoption of the final version of the Plan:

1. One PDF digital file of the Plan for publication on the web and social media; and
2. Ten (10) hard color copies the Plan.

All materials shall become the sole property of the City of Birmingham.

Time Schedule and Cost Proposal

All proposals must include a proposed time schedule for completion of the project and a fixed price agreement with an associated fee schedule for extra meeting costs, should they be required. Reimbursable expenses will be billed at direct cost plus a 10% administrative charge. Normal reimbursable expenses associated with the project are to be included in the estimated fees as outlined in the proposal.

The Contractor shall perform all services outlined in this RFP in accordance with the requirements as defined and noted herein.

This section, the RFP and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **INSERT DEADLINE DATE AND TIME** to:

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

One (1) electronic copy and ten (10) hard copies of the proposal must be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "**MASTER PLAN UPDATE**". 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.

Submission Requirements

All proposals that wish to be considered must contain the following:

- (1) Cover Letter;
- (2) Outline of qualifications of the Contractor and of the key employees that will be involved in the project, demonstrating the experience of each team member, particularly with preparation of similar master plan updates. (Portions of sample plans prepared by the Contractor should be submitted with the proposal, up to a maximum of twenty-five (25) pages);
- (3) Outline presenting a description of the scope of work to be completed, broken down into the following separate components:
 - (i) Data collection and analysis;
 - (ii) Parking and infrastructure Analysis;
 - (iii) Public Involvement Process;
 - (iv) Preparation of draft plan;
 - (v) Presentation and Adoption;
- (4) Proposed time frame for completion of each component of the scope of work; A statement of any additional services that you recommend, if any. Define hourly rates for additional services.
- (5) Bidders Agreement (Attachment B);
- (6) Cost Proposal (Attachment C); and
- (7) Iran Sanctions Act Vendor Certification (Attachment D).

INSTRUCTIONS TO BIDDERS

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

2. Any request for clarification of this RFP shall be made in writing and delivered to: Jana L. Ecker, Planning Director, 151 Martin Street, Birmingham, MI, or via email to jecker@bhamgov.org. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in their proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

The City will utilize a qualifications-based selection process in choosing a Contractor for the completion of this work. The evaluation panel will consist of City staff, board members, and/or any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

- Ability to provide services as outlined.
- Experience of the Contractor with similar projects.
- Professional qualification of key employees assigned to the project.
- Public Involvement Process.
- Content of Proposal.
- Cost of Services.
- References

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
6. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
7. The Contractor 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.

CONTRACTOR'S RESPONSIBILITIES

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

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

2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work.
4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
6. Provide a list of sub-contractors and their qualifications, if applicable.
7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for similar projects.
8. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

CITY RESPONSIBILITY

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

SETTLEMENT OF DISPUTES

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

INSURANCE

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

CONTINUATION OF COVERAGE

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage,

Birmingham shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

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

INDEMNIFICATION

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

CONFLICT OF INTEREST

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

EXAMINATION OF PROPOSAL MATERIALS

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

PROJECT TIMELINE

Evaluate Respondents	October 2016
Interview Contractors	November 2016
Award Contract	December 2016
Project Kick Off Meeting	January 2017
Final Draft of Plan Completed	Fall 2017

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

**ATTACHMENT A - AGREEMENT
FOR MASTER PLAN UPDATE**

This AGREEMENT, made this _____ day of _____, 2016, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and _____, Inc., having its principal office at _____ (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to complete an update to the City-wide comprehensive master plan, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to complete an update to the City-wide comprehensive master plan.

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to complete an update to the City-wide comprehensive master plan and the Contractor's cost proposal dated _____, 2016 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed _____, as set forth in the Contractor's _____, 2016 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or

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

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

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

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

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

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

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

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

- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

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

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

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

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

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

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

of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

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

City of Birmingham
Attn: Jana L. Ecker
151 Martin Street
Birmingham, MI 48009
248-530-1841

CONTRACTOR
(Insert Contractor Information)

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

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

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

WITNESSES:

CONTRACTOR

By: _____

Its:

CITY OF BIRMINGHAM

By: _____
Rackeline J. Hoff
Its: Mayor

By: _____
Laura Pierce
Its: City Clerk

Approved:

Jana L. Ecker, Planning Director
(Approved as to substance)

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

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

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

**ATTACHMENT B - BIDDER'S AGREEMENT
FOR MASTER PLAN UPDATE**

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

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

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

PREPARED BY (Print Name)	DATE
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TITLE	DATE
--------------	-------------

AUTHORIZED SIGNATURE	E-MAIL ADDRESS
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COMPANY

ADDRESS	PHONE
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NAME OF PARENT COMPANY	PHONE
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ADDRESS

**ATTACHMENT C - COST PROPOSAL
FOR MASTER PLAN UPDATE**

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

TOTAL AMOUNT	\$
Additional Meeting Charge	\$ per meeting

Firm Name _____

Authorized signature _____ Date _____

**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
FOR MASTER PLAN UPDATE**

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

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

PREPARED BY (Print Name)	DATE
------------------------------------	-------------

TITLE	DATE
--------------	-------------

AUTHORIZED SIGNATURE	E-MAIL ADDRESS
-----------------------------	-----------------------

COMPANY

ADDRESS	PHONE
----------------	--------------

NAME OF PARENT COMPANY	PHONE
-------------------------------	--------------

ADDRESS

TAXPAYER I.D.#