

City of Ferndale
Request for Proposals: Owner's Representative Services

Introduction

The City of Ferndale is requesting proposals for owner's representation services to facilitate the renovation and expansion of the City's Municipal Building, which may include construction of a District Court facility and renovation of City Hall and/or the Police Station as described below.

Background

Client

The City of Ferndale, a Michigan municipal corporation ("City"), operates under the Council-Manager form of Government. The City Council consists of the Mayor and four Council Members (City Charter Chapter III, Section 1). The City Council constitutes the legislative and governing body of the City and is empowered by the City Charter to exercise governmental authority (City Charter Chapter III, Sections 1 and 2). The City Council appoints a City Manager who is responsible to the City Council for the proper administration of such divisions of the City government under his supervision, direction and control (City Charter Chapter III, Section 14). The City Council and each of its Members deals with the administrative branch of the City government through the City Manager and neither the City Council nor any member thereof may give any order or direction either publicly or privately to any of the subordinates of the City Manager (City Charter Chapter III, Section 8). The Division of Public Works and Engineering is under the supervision, direction and control of the City Manager (City Charter Chapter III, Section 12). The Superintendent of Public Works has charge of the construction, improvement, repair and maintenance of all public buildings (City Charter Chapter III, Section 29).

The Owner's Representative will work with a team of elected officials and City staff ("City Project Team") to advise the City Manager on the project. The City Manager shall retain responsibility for the proper administration of the project. The team shall not be a public body empowered to exercise governmental or proprietary authority or perform a governmental or proprietary function. Therefore, meetings shall not be open to the public.

The Owner's Representative will also work with the Plan Commission to determine the location, character, and extent of the new District Court facility. Section 9 of Act 285 of 1931 (Municipal Planning) states no public building shall be constructed or authorized until the location, character, and extent thereof shall have been submitted to and approved by the Plan Commission. In the case of disapproval, the Plan Commission shall communicate its reasons to City Council, which shall have the power to overrule such disapproval by a recorded vote of not less than 2/3 of its entire membership. The failure of the Plan Commission to act within 60 days from and after the date of official submission to the Plan Commission shall be deemed approval.

City of Ferndale
Request for Proposals: Owner's Representative Services

Project Location

The Ferndale Municipal Building consists of City Hall (300 E 9 Mile Rd) and the Police Station (310 E 9 Mile Rd). It was built in 1964. Although these facilities operate independently, both are part of the Municipal Building. The 43rd Judicial District Court (305 E 9 Mile Rd) is located directly across E 9 Mile Rd and is not connected to the Municipal Building. See the attached Property Profile for more details.

The Ferndale Public Library (222 E 9 Mile Rd) is scheduled to undergo renovation and expansion beginning in the spring of 2009. The Library plans to use a portion of the City Hall parking lot (located between City Hall and the Ferndale Public Library) for staging. This must be taken into consideration as the Municipal Building renovation and expansion is planned.

Project Description

A building needs assessment and feasibility study was completed in 2008. Based on the results, the City has decided to expand the Municipal Building to the northeast to accommodate a new District Court facility and study the feasibility of renovating City Hall and the Police Station based on costs. The estimated total project cost is \$7,782,000 (new District Court \$3,558,000; Police Station renovation \$1,942,000; and City Hall renovation \$2,282,000).

Based on the City's existing staffing and workloads, the City has decided to request proposals for owner's representative services. The Owner's Representative will work with the City to select an architect to design all three components of the project (new District Court, Police Station renovation and City Hall renovation) and seek construction bids in a manner that will allow the City to prioritize and phase construction based on costs.

Project Schedule

The Owner's Representative shall begin work immediately upon execution of a contract with the successful firm and proceed as quickly as possible.

Scope of Services & Deliverables

Introduction

The Owner's Representative shall serve as the City's principal point of contact and liaison between the architect, builder and other consultants, contractors and vendors throughout the project. It shall advocate for the City interests of quality, timely and cost-sensitive construction and/or renovation of the selected Municipal Building components while maintaining professional relationships with contractors. The Owner's Representative will be responsible for ensuring the project is completed at the lowest possible cost and highest degree of functionality and quality. However, the Owner's Representative will not replace the architect, builder and other consultants. The Owner's Representative will be responsible for monitoring progress on all aspects of the project in every phase. This will include the following:

City of Ferndale
Request for Proposals: Owner's Representative Services

- Scheduling and attending all project meetings and preparing meeting agendas and minutes.
- Creating, maintaining, reconciling and tracking the project budget and schedule.
- Preparing and regularly updating a comprehensive issue list identifying all unresolved issues, responsible parties, resolution steps and dates.
- Preparing periodic project status reports.
- Attending City Council meetings to provide project status reports as directed by the City Manager.
- Establishing cost accounting procedures.
- Reviewing and processing vendor insurance certificates, invoices, payment applications, surety bonds, sworn statements and waivers for contract compliance.

Scope of Services

1. Planning Phase
 - a. Project Understanding & Approach
 - i. Refine building needs assessment, financial feasibility and preliminary space program with the City's Project Team.
 - ii. Develop project approach with the City's Project Team by establishing roles and responsibilities.
 - iii. Coordinate site due diligence.
 - b. Project Delivery Methods
 - i. Analyze project delivery methods with the City Project Team and recommend a project delivery method based on project goals and objectives.
 - c. Service Procurement
 - i. Analyze procurement methods with the City Project Team and recommend a procurement method based on project goals and objectives.
 - ii. Create and update interested and potential bidder or proposer list.
 - iii. Prepare and advertise bid solicitation or Request for Proposals and/or Qualifications as necessary depending upon the project delivery and procurement methods.
 - iv. Answer bidder or proposer questions during the solicitation or request process.
 - v. Conduct a pre-bid or pre-proposal conference to explain the project requirements to bidders or proposers.
 - vi. Conduct a post-bid or post-proposal conference to review the contract award process and other pertinent issues with bidders or proposers.
 - vii. Conduct bidder or proposer interviews with the City Project Team if necessary.
 - viii. Review bids or proposals and assist the City's Project Team with evaluation.
 - ix. Help the City assess funding and evaluate the financial feasibility of proceeding with City Hall and Police Station renovations.

City of Ferndale
Request for Proposals: Owner's Representative Services

- x. Prepare and present the City Project Team's award recommendation to City Council for consideration.
 - xi. Work with the City Attorney to develop and negotiate contract terms and conditions.
2. Pre-Construction Phase
- a. Design
 - i. Facilitate expeditious public input in the design process.
 - 1. Two or more public meetings including, but not limited to, meetings with the following:
 - a. Disability Advisory Committee
 - b. Downtown Development Authority Board
 - c. Environmental Impact Commission
 - d. Plan Commission
 - 2. Online survey
 - 3. Other non-traditional means as directed by the City Manager
 - ii. Seek Plan Commission approval of the proposed character, location and extent.
 - iii. Ensure electrical, plumbing, mechanical and vertical transit systems are coordinated during design.
 - iv. Work with the architect and other contractors to improve function and/or reduce costs by identifying alternative materials and/or methods.
 - v. Peer review building systems including, but not limited to electrical, exterior walls, interior, mechanical, plumbing, roofing, skin and structural systems at 50% and 75% project completion to improve function and/or reduce costs.
 - vi. Monitor market trends that could impact the project and propose design alternatives as necessary.
 - vii. Provide input on Furniture, Fixtures & Equipment (FF&E) specifications to improve function and/or reduce costs.
 - viii. Provide input on long lead-time equipment specifications to improve function and/or reduce costs.
 - b. Design Review
 - i. Peer review space program to ensure the City's needs are met.
 - ii. Peer review design to ensure full compliance with the Americans with Disabilities Act and meet with the City's Disability Advisory Committee.
 - iii. Peer review design to ensure consistence with original project scope.
 - iv. Peer review design to ensure construction and renovation can be certified by the U. S. Green Buildings Council's LEED standards at least at the Silver level.
 - v. Peer review FF&E standards to improve function and/or reduce costs.
 - vi. Peer review construction documents to improve function and/or reduce costs.

City of Ferndale
Request for Proposals: Owner’s Representative Services

- c. Coordination of FF&E, Information Technology and Other Contractors
 - i. Provide input on and coordinate selection of finishes (carpeting, wall coverings, lighting, etc) to improve function and/or reduce costs.
 - ii. Provide input on and coordinate selection of information technology to improve function and/or reduce costs.
 - iii. Provide input on and coordinate selection of other building systems to improve function and/or reduce costs.
 - d. American Recovery and Reinvestment Act
 - i. Take any and all steps necessary to secure American Recovery and Reinvestment Act funding as directed by the City Manager.
 - e. Construction Services Procurement (if necessary based on project delivery method)
 - i. Manage construction services procurement according to the “Service Procurement” process outlined above.
3. District Court Construction Phase
- a. Construction Oversight
 - i. Coordinate contractor and vendor activities with the architect and builder.
 - ii. Monitor construction progress and quality on-site as necessary.
 - iii. Evaluate any project changes as they arise and provide recommendations.
 - iv. Facilitate change order tracking and facilitate issue resolution.
 - v. Ensure the builder procures long lead-time equipment at the proper time to avoid delays.
 - vi. Review test reports and identify non-conforming issues that require follow-up and resolution.
 - b. Product & Service Procurement
 - i. Coordinate contractor and vendor activities with the architect and builder.
 - ii. Monitor artwork, data system, FF&E, security system, signage and all other necessary product service procurement and installation according to the “Service Procurement” process outlined above.
 - iii. Coordinate contractor activities with the architect and builder.
4. District Court Occupancy Phase
- a. Building Commissioning
 - i. Facilitate communication among team members to prevent problems.
 - ii. Develop an occupancy checklist and schedule.
 - iii. Coordinate building systems functional testing and performance verification.
 - iv. Provide documented confirmation that building systems function according to criteria set forth in the project documents to satisfy the City’s operational needs and Certificate of Occupancy requirements.
 - v. Coordinate staff training on building systems.

City of Ferndale
Request for Proposals: Owner’s Representative Services

- b. Move Management
 - i. Manage moving services procurement according to the “Service Procurement” process outlined above.
 - ii. Coordinate move logistics with contractors and staff to minimize operational disruptions.
- 5. District Court Project Closeout Phase
 - a. Monitor closeout activities performed by the architect/engineer and builder.
 - b. Coordinate punch-list completion.
 - c. Collect and deliver as-built/record drawings, guarantee certificates, operational manuals, sworn statements, warranties, waivers of liens, etc.
 - d. Help the City reassess funding and reevaluate the financial feasibility of proceeding with City Hall and Police Station renovations.
- 6. Police Station Relocation Phase
 - a. Procure temporary facilities if necessary.
 - b. Commission temporary facilities if necessary.
 - c. Manage moving services procurement according to the “Service Procurement” process outlined above.
 - d. Coordinate move logistics with contractors and staff to minimize operational disruptions.
- 7. Police Station Renovation Phase (same as District Court Construction Phase above)
- 8. Police Station Occupancy Phase (same as District Court Occupancy above)
- 9. Police Station Project Closeout Phase (same as District Court Project Closeout above)
- 10. City Hall Relocation Phase (same as Police Station Relocation above)
- 11. City Hall Renovation Phase (same as District Court Construction Phase above)
- 12. City Hall Occupancy Phase (same as District Court Occupancy above)
- 13. City Hall Project Closeout Phase (same as District Court Project Closeout above)

Deliverables

Proposals must include samples of the following:

- 1. Agendas and Meeting Minutes: Owner’s Representative will prepare detailed agendas and accurate, timely minutes for project meetings and work sessions.
- 2. Budget: The Owner’s Representative will update the project budget periodically as new information becomes available. All project expenditures will be tracked through cost control system.
- 3. Progress Reports: The Owner’s Representative will provide periodic progress reports as directed by the City Manager.
- 4. Schedule: The Owner’s Representative will develop a master project schedule. The Owner’s Representative will monitor and regularly update the schedule and communicate changes to the Project Team.

City of Ferndale
Request for Proposals: Owner's Representative Services

Proposal Content

Proposals must be organized according to the mandatory sections listed below. Proposals that do not address all the mandatory sections listed below may be considered non-responsive and may not be evaluated. Proposals should be of sufficient length and detail to demonstrate the proposer has a thorough understanding of the skills necessary to deliver the services requested.

1. General Information

Provide a company profile including principal areas of expertise and experience providing owner's representative services. Include an organizational chart depicting the management of the firm's organization and its relationship to any other business entity. Proposals must include the following information:

- Date, state and type of business organization (close, general, or S corporation; LLC or PLLC; sole proprietorship).
- Federal and state tax ID numbers.
- Names of Owners, Principals and/or Officers.
- Civil or criminal claims, judgments or suits within the last ten (10) years.
- Evidence of the firm's financial wherewithal to complete the project.
- The name, title, e-mail address, mailing address, fax and telephone number of the officer authorized to represent the consultant in any correspondence, negotiations and sign any contract that may result.
- The project manager's name, title, e-mail address, mailing address, fax and telephone number.
- Describe the firm's current staffing, workload and ability to competently and expeditiously provide owner's representation services for the City of Ferndale.
- Describe the firm's contingency plan to respond with appropriate back-up staff in the case of death, disability, illness or separation.

2. Project Understanding & Approach

Describe your understanding of the project and approach to delivering owner's representation services. It is important to demonstrate the ability to advocate for the City while maintaining professional relationships with the architect and contractors during the project. Most importantly, you must demonstrate the ability to help the City make important decisions during the project by collecting and interpreting technical information from the architect and contractor. Proposals must include the following information:

- A proposed schedule based on the Scope of Services.
- Describe how you will organize and perform tasks in each phase of the project.
- Describe how you will expedite the Planning and Pre-Construction phases.
- Describe the resources you will use to complete each task.
- Describe how you will use information technology in the performance of project duties.

City of Ferndale
Request for Proposals: Owner's Representative Services

- Describe how you will identify critical milestones and ensure progress.
- Describe how you will address contingencies that may arise during the project.
- Describe how you will manage the project budget, schedule and scope.
- Describe how you will ensure quality control.

3. Staffing Proposal

Provide a staffing proposal including a narrative description, organization chart of the proposed team and résumés of key personnel. The firm must demonstrate the ability to provide support for the Project Team in each phase of the project. The firm must also demonstrate the ability to provide architectural, building commissioning, engineering, estimating and financial professionals as necessary during the project. Furthermore, any key personnel substitutions will be limited to those beyond the firm's control and not out of convenience. Key personnel substitutions will not be permitted without consent of the City. Proposals must include the following information:

- Identify the key personnel responsible for leading and staffing each phase of the project.
- Key personnel's resumes including name, title, education, experience, references, professional affiliations, certifications, licenses and registrations.
- Key personnel's hours in each phase of the project.
- Key personnel's current assignments and the percentage of their time each will devote to each assignment if selected for this project.
- Key personnel's office location(s) and the number of other staff in each office.
- Identify any external sub-consultants and describe their roles and responsibilities with the Project Team.

4. Similar Project Experience & References

Describe the firm's current and recent experience representing Michigan cities, villages and/or townships on similar projects. The similar projects described shall be limited to those staffed by the key personnel in your staffing proposal. Proposals must include the following information:

- Brief descriptions of **no less than three or more than ten** recent similar projects where the firm represented Michigan cities, counties, school districts, townships and/or villages including the owner, project delivery methods (design-bid-build, design-build, construction manager at risk, etc.), architect, builder, owner reference including name, title, phone number and e-mail address.
- Describe how successful the firm was in managing the recent similar projects on time and within budget.
- Copies of the RFP for owner's representative services (if one was issued) and contract for owner's representative services for each similar project.
- Describe the roles and responsibilities of the key personnel in your staffing proposal.

City of Ferndale
Request for Proposals: Owner's Representative Services

5. Fee Proposal

Describe your not-to-exceed fee proposals for professional services and reimbursable expenses. **A range of fees or rates is not acceptable and may disqualify the proposal.** The firm may not bill the City for any other products or services without the City's written approval. Proposals must include the following information:

- Proposed hourly rates and hours of key personnel for the phases outlined below.
 - A not-to-exceed fee proposal for professional services for the phases outlined below.
 - Proposed reimbursable expenses and mark-up.
 - A not-to-exceed fee proposal for reimbursable expenses.
 - Monthly payment proposal based on proposed hours and hourly rates for the phases outlined below.
1. Planning; Pre-Construction; District Court Construction; Occupancy; and Project Closeout
 2. Police Station Relocation; Renovation; Occupancy; and Project Closeout
 3. City Hall Relocation; Renovation; Occupancy; and Project Closeout

6. Proximity to the Project Site

Provide information regarding key personnel's office and project locations. The firm must demonstrate key personnel's ability to attend meetings and visit the project site as necessary to monitor and oversee the project. Proposals must include the following information:

- Key personnel's office location(s) and the number of other staff in each office.
- Key personnel's current project location(s).

7. DBE, MBE, SDB and WBE Participation

Provide a description of the firm's history and proposed efforts to promote diversity in employment and utilization of certified Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Small Disadvantaged Business (SDB) and Women's Business Enterprise (WBE) firms as partners, subcontractors or suppliers on previous contracts. Describe any innovative or particularly successful measures the firm has undertaken to work with these firms. Also describe how the firm is currently utilizing minorities and women in the workforce and how the firm has historically provided opportunities for minorities and women to receive training and work within the firm. Proposals must include the following information:

- Indicate whether or not the firm is currently certified in the State of Michigan as a DBE, MBE, SDB or WBE.
- Include a list of those certified DBE, MBE, SDB or WBE firms with which the firm has had a contractual relationship during the last 12 months.
- Document any other efforts the firm has undertaken that may demonstrate the firm's efforts toward promoting workforce diversity and/or utilization of DBE, MBE, SDB or WBE firms.

City of Ferndale
Request for Proposals: Owner's Representative Services

Proposal Evaluation

Proposals submitted in response to this RFP will be evaluated in accordance with the following:

#	Proposal Content	Points
1	General Information	5
2	Project Understanding & Approach	10
3	Staffing Proposal	25
4	Similar Project Experience & References	25
5	Fee Proposal	25
6	Proximity to the Project Site - Within 25 miles (5 points) - Within 50 miles (2.5 points)	5
7	DBE, MBE, SDB and WBE Participation	5
Total:		100

Proposal Submissions

All pages must be sequentially numbered within each section. An identifiable tab sheet must precede each proposal section. Include a detailed index for easy reference to the proposal.

To be considered, one (1) electronic copy and ten (10) hardcopies of the proposal must be submitted in sealed envelopes to:

Owner's Representative Services Proposal

C/O Robert J. Bruner, Jr., City Manager
City of Ferndale
300 E 9 Mile Rd
Ferndale MI 48220

RFP Schedule

The City reserves the right to delete or modify any part of this schedule.

- Mon 2/23/2009 City Manager distributes and publishes RFP
- Mon 3/2/2009 1:00 PM Pre-Proposal meeting (optional)
- Fri 3/20/2009 1:00 PM Proposals due and distributed to RFP Committee
- Tue 3/24/2009 2:00 PM RFP Committee meets to determine need for interviews

City of Ferndale
Request for Proposals: Owner's Representative Services

Mon 3/30/2009 2:00 PM RFP Committee meets to conduct interviews (optional)
4:00 PM RFP Committee meets to develop recommendation for City Council

Mon 4/13/2009 City Council Meeting - City Council awards and approves contract

Questions

Submit questions to Robert Bruner via e-mail at rbruner@ferndale-mi.com and copy saahlgrim@ferndale-mi.com or call (248) 546-2360.

General Terms

1. Nothing contained here will create any contractual relationship between the Owner and the firm submitting a proposal. Statements contained in the response of the successful firm may become part of the agreement for services.
2. Information received from each firm will become the property of the Owner. Information submitted by the firm cannot be considered confidential unless specifically identified as such by the firm.
3. Owner receives the right to approve all assigned personnel and may require the firm to replace members of the project team as deemed necessary.
4. The owner, Principal, or Corporate Officer of the responding firm shall sign the response to the Request for Proposal attesting that all the information provided is true.
5. The Owner reserves the right to accept or reject any or all Proposals, waive any irregularities, and to award the contract to other than the lowest fee firm. No proposals may be withdrawn for a period of sixty (60) calendar days following the due date of the Proposal.
6. The Owner is not responsible for any costs incurred by any firm for any work performed relative to the preparation of the Response to this Request for Proposal or subsequent negotiations of a contract for owner representative services.
7. Provide name, address, telephone and fax number, and e-mail address of the firm responding to this Request for Proposal. Please designate a single representative or prime contact through whom the Owner may communicate at the firm.
8. Owner's Representative agrees to indemnify and defend and hold harmless the Owner, together with its employees, agents, architects and engineers, and authorized representatives, from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault or negligence whether active or passive of Owner's Representative, or of anyone acting under its direction or control or on its behalf in connection with or incidents to

City of Ferndale
Request for Proposals: Owner's Representative Services

the performance of this Contract. Owner's Representative's indemnity and hold harmless obligations shall apply to the fullest extent permitted by law.

9. The Owner's Representative shall provide insurance with the coverage stated below:
- (a) Broad Form, commercial general liability insurance, including Contractual liability coverage, against claims for personal injury, bodily injury and property damage on an "occurrence basis" with coverage in the amount of One Million Dollars (\$1,000,000) per occurrence combined single limit, together with excess/umbrella coverage equal to Two Million Dollars (\$2,000,000).
 - (b) Workers compensation insurance with Michigan statutory limits and Employer's liability insurance with minimum limit of One Hundred Thousand Dollars (\$100,000).
 - (c) Comprehensive automobile liability insurance, including coverage for any and all owned, non-owned, hired or borrowed vehicles, in an amount not less than One Million Dollars (\$1,000,000) combined single limit, per occurrence of personal injury and property damage.
 - (d) Professional liability insurance coverage in the amount of One Million Dollars (\$1,000,000) for each claim.

All insurance policies shall be primary policies. The policies, except professional liability insurance, shall provide coverage on an occurrence basis. The policies shall provide that the insurance companies shall notify Owner at least thirty (30) days in advance of the effective date of any modification or termination of the policy. The Owner's Representative shall provide Owner, prior to execution of this Agreement and upon its request from time to time, a certificate or certificates of insurance evidencing the coverage above issued by insurance companies authorized to conduct business under the laws of the State of Michigan.

Professional Services Contract

The successful proposer shall enter into the following professional services contract ("Contract"). The Contract shall not be modified without the City's written approval.

THIS CONTRACT, is between the City of Ferndale, a Michigan Municipal Corporation (hereinafter "City") and _____, an independent contractor, not an employee of the City of Ferndale, (hereinafter "Contractor").

RECITALS:

City is empowered to procure from time to time certain professional/technical services, and

City is in need of professional/technical services, and

City of Ferndale
Request for Proposals: Owner's Representative Services

Contractor represents it is duly qualified and willing to perform the services set forth in this contract,

NOW, THEREFORE, the parties agree as follows:

I. Term of Contract. This Contract shall be effective on _____, 2009 or upon the date the final required signature is obtained by City, whichever occurs later, and shall remain in effect until all obligations set forth in this Contract have been satisfactorily fulfilled. The Contractor understands that no work should begin under this Contract until all required signatures have been obtained and the Contractor is notified to begin work by City's authorized representative.

II. Contractor's Duties. The Contractor's duties shall be the Scope of Services & Deliverables in the Request for Proposals.

III. Consideration and Terms of Payment.

A. Consideration for all services performed and goods or materials supplied by the Contractor pursuant to this contract shall be paid by City as follows:

1. Compensation of _____

2. Reimbursement for expenses actually and necessarily incurred by the Contractor in performance of this Contract in an amount not to exceed_____. Reimbursement expenses shall include _____

3. The total obligation of City for all compensation and reimbursement to the Contractor shall not exceed _____.

B. Terms of Payment. Payment shall be made by City promptly after the Contractor's presentation of invoices for services performed and acceptance of such services by City's authorized representative within thirty (30) days. All services provided by the Contractor pursuant to this Contract shall be performed to the satisfaction of City, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The Contractor shall not receive payment for work found by City to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation.

City of Ferndale
Request for Proposals: Owner's Representative Services

IV. Authorized Representatives. All official notifications, including but not limited to, cancellation of this Contract must be sent to the other party's authorized representative.

A. City's authorized representative for the purpose of administration of this Contract is:

Such representative shall have final authority for acceptance of the Contractor's services and, if such services are accepted as satisfactory, shall certify on each invoice presented pursuant to Clause III, paragraph B.

B. The Contractor's authorized representative for the purpose of administration of this Contract is:

V. Cancellation and Termination.

A. This Contract may be canceled by City at any time, with or without cause, upon thirty (30) days written notice to the Contractor. In the event of such a cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or services actually and satisfactorily performed.

B. Termination for Insufficient Funding. City may immediately terminate this Contract if funding cannot be continued at a level sufficient to allow for the payment of the services covered under this Contract. Termination must be by written or fax notice to the Contractor within a reasonable time of City determining that sufficient funding is not available.

VI. Assignment. The Contractor shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of City. Contractor shall not utilize any sub-contractors without prior written consent of City.

VII. Liability. The Contractor shall indemnify, save, and hold City, its representatives and employees harmless from any and all claims or causes of action, including all reasonable attorneys' fees incurred by City, arising from the performance of this contract by the Contractor or Contractor's agents, employees or sub-contractors.

City of Ferndale
Request for Proposals: Owner's Representative Services

VIII. Insurance.

- A. Workers Compensation Insurance: The Contractor shall procure and maintain during the life of this Contract, workers compensation insurance, including employer's liability coverage, in accordance with all applicable statutes.
 - B. Commercial General Liability Insurance: The Contractor shall procure and maintain for the life of this Contract commercial general liability insurance, including Contractual liability coverage, against claims for personal injury, bodily injury and property damage on an "occurrence basis" with coverage in the amount of One Million Dollars (\$1,000,000) per occurrence combined single limit, together with excess/umbrella coverage equal to Two Million Dollars (\$2,000,000).
 - C. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this Contract motor vehicle liability insurance with limits of liability of not less than \$1,000,000 per occurrence. Coverage shall include all owned, non-owned and hired vehicles.
 - D. Additional Insured: Commercial general liability insurance and motor vehicle liability insurance as described above shall name the City as an additional insured including all elected and appointed officials, all employees, all boards, commissions and/or authorities and board members.
 - E. Professional Liability Insurance. Professional liability insurance coverage in the amount of One Million Dollars (\$1,000,000) for each claim.
 - F. Cancellation Notice: All insurance policies listed above shall include an endorsement substantially similar to the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, or non-renewal, reduction and/or material change shall be sent to: City Clerk, City of Ferndale, 300 East Nine Mile Road, Ferndale, Michigan 48220."
 - G. Proof of Insurance Coverage: Upon request, the Contractor shall provide to the City Certificates of Insurance for all policies listed above, or at the request of the City, certified copies of all policies. If any of the above coverage expires during the term of this Contract, the Contractor shall deliver renewal Certificates of Insurance and/or policies to the City at least ten (10) days prior to the expiration date.
- IX. Living Wage Ordinance. Contractor shall comply with the requirements of City's Ordinance No. 933, Living Wage Ordinance.
- X. Ownership of Materials. City shall own all rights, title and interest in all of the materials conceived or created by the Contractor, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Contract, created and paid

City of Ferndale
Request for Proposals: Owner's Representative Services

for under this Contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter "Materials"). The Contractor represents and warrants that Materials produced or used under this Contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names.

- XI. Jurisdiction and Venue. This Contract, and amendments and supplements, shall be governed by the laws of the State of Michigan. Venue for all legal proceedings arising out of this contract, or any breach, shall be in the state or federal court with competent jurisdiction in Oakland County, Michigan.

- XII. Amendments. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

IN WITNESS WHEREOF, the parties have caused this contract to be fully executed as of the date noted below.

CITY OF FERNDALE

Date: _____

By: _____

Craig S. Covey, Mayor

By: _____

J. Cherilynn Tallman, City Clerk

Contractor

Date: _____

By: _____

Its: _____



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Residential Property Profile

Note: If you use the 'Reload' function of your browser, you will be billed again. You will not be billed for using the 'Back' and 'Forward' buttons. Last updated on 01/25/2009 for City of Ferndale.

300 E 9 MILE RD , FERNDAL, MI 48220-1731		
View Photos View Map		
Parcel ID 25-34-201-029	Municipality City of Ferndale	Owner(s) CITY OF FERNDAL
Mailing Address of Property Owner 300 E 9 MILE RD, FERNDAL, MI 48220-1731		
Property Description T1N, R11E, SEC 34 THE LITTLE FARMS SUB W 66.67 FT OF LOT 249, ALSO ALL OF LOTS 250 TO 253 INCL, ALSO LOTS 260 TO 263 INCL, ALSO WLY 66.70 FT OF LOT 264 1-9-97 FR 007 & 023		
Use 402 RES VAC (Includes prior SV-Suburban Vac & ME-Miscellaneous Exempt)	School District 110 Ferndale City Schls	Neighborhood Code CME
Current Assessed Value \$0	Capped Value \$0	State Equalized Value \$0
Split/Combination Information		
Added Status Added Parcel	Date Added 1/13/1997	Added From FR 007 & 023
No sales since 1994		
Taxable Value \$0	Effective Date for Taxes 12/1/2008	Homestead % 0
2007 Taxes		2008 Taxes
Summer	Winter	Village
Summer	Winter	Village

Lot Information	Description LEVEL	Width	Depth 2.33
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Next Parcel ID Locate this parcel

[Return to Search Menu](#)

- [County Home](#)
- [Info A-Z](#)
- [Departments](#)
- [Jobs](#)
- [Online Services](#)

Page Layout: [2 per Page](#) [6 per Page](#)



25-34-201-029

Use **402** *Print Date* **1/30/2009**

300 E 9 MILE RD

Nbrhd Code **CME**

FERNDALE, MI 48220 *CVT* **City of Ferndale (24)**



Status **Current** *Improvement* **1** *View* **Front** *Photo Date* **6/2/1999**
Comments

Access Oakland Property Viewer



Disclaimer: The information provided in this system has been compiled from recorded deeds, plats, tax maps, surveys and other public records and data. It is not a legally recorded map or survey and is not intended to be used as one. Users of this data are hereby notified that the information sources mentioned above should be consulted for verification of the information.

- LEGEND**
- Lake and Stream
 - Tax Parcel
 - Lot
 - Subdivision
 - Railroad
 - Interstates
 - U.S. Highway
 - State Highway