

CITY OF ROYAL OAK
OAKLAND COUNTY, MICHIGAN



REQUEST FOR PROPOSAL
FOR
FARMERS MARKET KITCHEN DEMOLITION AND TURN-KEY
BUILD

BID NO.: ITB-SBP-PUR-09-002



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ROYAL OAK FARMERS MARKET INTRODUCTION

Market History

Royal Oak was incorporated as a village in 1891. It became a city in 1921 with a population of 6,000. By 1930, the population had grown to 23,000. The city's location just outside Detroit helped spur its growth, especially when train tracks were laid in 1934 for the Grand Trunk Railroad. The Royal Oak Farmers Market ([RO Farmers Market](#)) began about 1925 in the City of Royal Oak as the Curb Market, and became the Farmers Market with the construction of the current facility in about 1927. For many years the Market was jointly owned by Oakland County and the City. In 1997 the City of Royal Oak became the sole owner by purchasing Oakland County's share.

Over the years the Royal Oak Farmers Market played an important role in the City's commerce, providing a conduit between farmer and consumer. The building was also used for events, hosting such as "Home Shows", high school dances, community events and the like.

With the rise of modern grocery stores and broad availability of quality foodstuffs, there was a period where the Royal Oak Farmers Market was less and less successful as a farmers market. This led to the beginning of the Sunday Flea Market which provided the necessary revenue and client base to allow operations to continue. This has created the current base operational model with a Friday & Saturday Farmers Market and Sunday Flea/Antiques and Collectibles Market. In recent years many citizens lobbied to preserve the facility for fear that it was threatened with the sale of the property or to convert the site to parking. The City Commission heard the public and began a revitalization process. Currently, the Market is again a successful enterprise providing viable business opportunity for hundreds of vendors and shopping/entertainment for thousands of patrons and Royal Oak citizens.

With the City's purchase of the Royal Oak Farmers Market from Oakland County in 1997, an oversight committee (the Royal Oak Farmers Market Committee) was formed to help guide the operations of the Market and facility. Several projects have already been undertaken to preserve, update and improve the Market. Particularly the design, build and installation of new toilet facilities; various improvements in electrical power; the installation of permanent stalls for vendors, and most recently the completion of the replacement of the old roof, extension of the new roof over the East and West porches and the updated replacement of the HVAC system – all under the committee's guidance.

The Royal Oak Farmers Market Kitchen Replacement Project

Background

In the last three years an adjustment in the strategic direction and use of and for the Royal Oak Farmer Market has been implemented. This vision entails the utilization of

the RO Farmers Market for events outside of the historical Friday, Saturday and Sunday Farmers and Antique markets. The facility is now being marketed and rented as an event facility. With guidance from the RO Farmers Market Committee the Market Master is currently responsible for seeking rentals for the facility during non-traditional market days/times. To date the facility has been rented to host a variety of events, including and not limited to: concerts, business to business expos, fundraisers, political rallies, weddings, private parties, etc. The RO Farmers Market provides a unique venue situated in the downtown sector of Royal Oak with access to all of the other shops, restaurants and bars that Royal Oak has to offer.

The existing kitchen facility is dated, out of code and lacks some of the efficiencies and amenities that are needed to serve the current traditional market needs and assist with enhancing the marketing for new event venues. Both the Oakland County Health Department and the Royal Oak Fire Marshal are in support and requiring the update of the current food service area of the RO Farmers Market. In anticipation of the continual growth and robustness of the traditional market days, combined with new event marketing and possible event food warming and preparation, the RO Farmers Market Committee and the RO Farmers Market Master have determined the need to expand the current food service foot print as well as update all equipment and associated supporting infrastructure (i.e. – electrical, fire suppression, etc.).

The Project Opportunity

The Royal Oak Farmers Market Committee in support of the Market Master and City is seeking proposals from qualified area architectural and/or turn-key construction/build firms to bid on the demolition and turn-key build (including all related equipment, associated infrastructure improvements, all city code specifications, all required fire suppression and health department related requirements) of the NEW RO Farmers Market Kitchen. The qualified contractors should be either an Architectural Firm with a Construction Build team or a Construction Build contractor with an Architect on the team. Sealed drawings will be a mandatory requirement. This RFP contains both a proposed layout and generic equipment list for the new kitchen which have been carefully reviewed, discussed and agreed upon by the RO Farmers Market Master and Committee. The intent is to have all qualified bidders provide a bid for the proposed layout and equipment list as provided. This will allow for a direct comparison to our expectations and extensive due-diligence and give a baseline comparison between all bidders. Should you have an alternative construction layout for the physical structure and or equipment list we are also very interested in understanding what these concepts might be. However, they must be provided as a “Plan B” or Alternative Plan in your RFP Response. You **MUST** provide the baseline proposal in order to have your alternative accepted.

Documents shall be prepared for the Royal Oak Farmers Market Kitchen Demolition and Turn-key Build based on the attached concept and equipment list. As mentioned, an alternative approach and equipment list can be provided in your RFP Response package and will be considered only if the baseline concept is proposed. The following bullets summarize the process, accomplishments, the project synopsis and any related or supporting ideas. In no particular order:

- Review proposed concept and equipment list for completeness and gain understanding of the current and future use of the RO Farmers Market Kitchen
- Schedule and accept a pre-proposal walk-through for physical review of facility with RO Farmers Market Master and City officials
- Turn the base concept and or your alternative into acceptable sealed architectural drawings for submission with RFP Response
- Demo the existing food service area and clean up with minimal or no disruptions to the on-going market activities
- Build the new kitchen facility with all necessary and proposed upgrades to related infrastructure (electrical, mechanical, etc.) with minimal or no disruptions to the on-going market activities
- Turn-key with acquisition, delivery, installation, test and acceptance of all necessary new equipment
- Coordinate final feasible and aesthetic finish, colors and or materials with the RO Farmers Market Master
- Replace the current food service kitchen facilities to comply with health department, fire marshal and city building code requirements for public assembly occupancies and consider the potential to serve as a concession kitchen and preparation/warming kitchen for other RO Farmers Market events

The Project RFP

The architectural and/or turn-key construction/build firm shall prepare all necessary final plans, facility specifications, new equipment list, list all code and regulatory contract documents that will be required, a firm fixed fee with fixed effort description, project plan and or timeline. You should include anything else needed for public bidding and recommend the lowest total cost to construct, own and maintain the facility and equipment. While total cost will be a main driver in the RFP Response review our true focus is on the ease of maintainability and total cost of ownership over time. Any idea, facility component, construction material, or equipment change that would decrease on-going support, maintenance and/or man hours in the operation of the new RO Farmers Market Kitchen should be called out and proposed in an optional line item with a description of the value.

This work also includes architectural and/or turn-key construction/build construction observation services and project milestone checklists that will be maintained and supported by the construction build team and managed and signed off on by the architectural team member for report out to the RO Farmers Market Master, the Facilities sub-committee, City official(s) and the RO Farmers Market Committee as needed, scheduled and/or required. The winning bidder will coordinate all necessary reviews, permits and inspections with city, health and fire department personnel.

REQUEST FOR PROPOSAL PROCESS

The process of getting this RFP to the point of issuance has been a long journey for the RO Farmers Market Master, RO Farmers Market Committee and the City. The time spent has allowed us to gain a better understanding of what we want, need and insight to the most effective and efficient way to ensure delivery. Below are the major process steps that will be followed during the RFP response review, vendor selection and final award.

Kitchen Facility Concept Analysis & Assessment

The following items are intended as a guide to the major steps in reviewing the model of our kitchen concept. The selected firm is encouraged to apply innovative and creative thought to the possible mix of ideas and executions to determine, with the Farmers Market Master, the best value and easiest maintenance for the available budget, based on the included drawings and new equipment list. The RO Farmers Market Kitchen Demolition and Turn-key Build required under this RFP of the selected contractor includes, but are not limited to, the following:

- Review Farmers Market existing construction drawings, studies and documents to develop an understanding of the building design, electrical and mechanical systems, and function.

- Perform an on site evaluation of the existing RO Farmers Market Kitchen and surrounding area to develop an understanding of the condition of the facility including the requirements for architectural and/or turn-key construction/build; structural design; mechanical, electrical, and lighting system design; and any general building function as it relates to the proposed work covered under this RFP.
- Attend the RFP Vendor Facility Walkthrough to observe Market Operations and get an on site review of the current facility for demolition needs, view allocated new build area and meet key stakeholders including the Market Master, Ex-Officio City Officials and members of the Market Committee as needed.
- Develop any questions, concerns and or issues related to the baseline concept, equipment list, existing facility, specifications, etc. prior to the RFP Response due date for review and clarification with the appropriate RO Farmers Market key stakeholder starting with and always including the Market Master.
- Propose, as previously discussed, the provided concept kitchen layout and equipment list as part of your RFP Response.
 - Propose any alternative or adjustment to the provided concept and equipment list with the reasons why the alternative is being proposed, its value proposition and any associated specifications on the changes

New Kitchen Facility Recurrent Evaluation

It's our belief that an on-going review and evaluation process will be required between the chosen outsource vendor and the ROF Market Master in determining and maintaining a balance between associated and proposed turn-key costs, any changes/adjustments to the provided concept baseline, health and fire improvements and any necessary updates/upgrades and or repairs to infrastructure. We are also very interested, as previously stated, in the total cost of ownership or turn-key build and maintenance of the new kitchen facility. This RFP award should create a flexible affiliation between the Royal Oak Farmers Market Master and the chosen outsource vendor. Continual open communication, planning, on-going review and discussion sessions and review of build milestones between the vendor and Market Master will be essential. This may include, but not be limited to:

- 1) The current food service area and equipment for the market shall be completely replaced and will be required to comply with all public health department, fire marshal and state and local code and ordinance requirements for public assembly occupancies and shall meet or exceed the needs of the market. The kitchen replacement shall consider the following utilization scenarios (1) a concession kitchen servicing the current normal market activities and future rentals (2) a preparation/warming kitchen for special events where the client wants/needs to bring in their own food service.

- 2) Meet with the RO Farmers Market Master (and Facilities sub-committee if requested by Market Master) as required, but not limited to:
 - a) Walk through stud framework for physical layout review of new kitchen area
 - b) Coordinate any site review and or permit walk through with Market Master
 - c) Coordinate and review with Market Master any options regarding finish materials and kitchen color coordination between the various components – walls, floor, etc.
 - d) Review additional exterior wall electrical outlet placement
 - e) Develop color alternatives that coordinate with the building architecture and the surroundings attempting to keep these options within project budget, construction schedule, and etc.
 - f) Review any additional required lighting, adjusted lighting placement, etc. both inside and on the exterior of the new kitchen enclosure
 - g) Review and decide on exact placement of order & pick-up windows, storage shelving, etc. after kitchen stud framework is in place for a physical review and placement last call
 - h) Any other items or issues that need coordination that may not be listed
 - i) We expect some flexibility with any post award changes that do not require additional components, extra build efforts, more materials or resources that are considered better for the market and or kitchen services.

RFP Requirements

The requirements of this RFP are listed here in the following paragraphs and or bullets in no particular order. Any issues and or questions regarding these requirements should be communicated to the RFP contacts in writing with a clear explanation and or question to be addressed. It will be our intent to gather all questions from the various vendors and then to publish the consolidated answers to all vendors once.

To expedite the build of the new Royal Oak Farmers Market Kitchen the Facilities sub-committee had the provided baseline kitchen concept and generic equipment list reviewed against the parameters provided by both the Oakland County Health Department and the Royal Oak Fire Marshall. We found that the baseline concept met or exceeded the provided requirements. The provided baseline concept and equipment list also provide a means to compare vendor bids with consistency. It is required that all vendor concepts, including the baseline and any proposed variations regardless of adjustments, shall meet all State of Michigan, Oakland County and City of Royal Oak Codes and Ordinances.

Additionally, all completed concepts once completed must continue to meet or exceed any rules and or regulations as provided for by the Oakland County Health Department and the Royal Oak Fire Marshall and pass the review and permit process. At the completion of the work, the Farmers Market new Kitchen facility shall be in compliance with all state and local Code and Ordinance requirements for "Public Assembly" and receive through the vendor all necessary operating permits and approvals.

There will be a **MANDATORY RFP Vendor Walkthrough** the Royal Oak Farmers Market on Saturday, July 30, 2009 at "11:00 A.M.. All bidders must attend the scheduled walkthrough of the facility. You are *strongly* advised to visit the Royal Oak Farmers Market again during market normal operations on Saturday or Sunday and coordinate a meeting time with the Market Master to develop an understanding of the market functions, operations, patron attendance and proposed project including the quality, distinction and aesthetic features of the project.

The Proposed RFP Requirements summary and process:

- Receipt and acknowledged acceptance of the RO Farmers Market Kitchen Demolition and Turn-key Build RFP and your intent to bid
- Attendance of the Mandatory RFP Vendor Walkthrough
- Development of any RFP related questions and or issues to be submitted back to the RFP contacts by COB on Friday, August 7, 2009
- Questions and answers will be consolidated and returned to the bidding vendors by COB on Friday, August 14, 2009
- Your Response to the RO Farmers Market Kitchen Demolition and Turn-key Build is due by 3:00 P.M. on August 24, 2009.
 - Refer to the following RFP sections for various details that must be reviewed and or included in/with your submission:
 1. Request for Proposal Process
 2. Proposal Contents
 3. Etc.
- Review of all successful bids
- Ranking of top bids ranked and vendors selected to make presentation to the RO Farmers Market Master, City Officials and RO Farmers Market Committee or Facilities sub- committee
- Award of RFP

Final Review and RFP Award Phase

The bidding vendor selected for the RO Farmers Market Kitchen Demolition and Turn-key Build will either be an Architectural firm with a build team or a Construction Build company with an Architect on the team. After the completion of the "Concept Phase" the Farmers Market Committee will review the Firm's performance and proposed fee system for the "Final Design and Construction Phase" of the work. The RO Farmers Market Master, RO Farmers Market City official and the RO Farmers Market Committee will review the timely RFP Responses and will rate and rank the bids based on the following high level criteria:

- Proposal completeness against the RFP
- Baseline concept and equipment list quote
- Firm Qualifications
- Details of the project plan, description of proposed materials, project management controls, project timing, etc.

- Any alternative bid with value description
- Price
- Estimated total cost of support and maintenance of the new kitchen facility and equipment
- Firm flexibility
- Firm's understanding of the RO Farmers Market, vendor community, events and future direction
- Other...

The RO Farmers Market Committee may make a recommendation to the Royal Oak City Commission to award the bid for the RO Farmers Market Kitchen Demolition and Turn-key Build to one of the bidders. It may augment and or combine concepts turned in and create a second tier RFP. And or it may choose not to accept any of the proposed bids and described work based on the Market's and the City's best interest.

The firm shall prepare final detailed, sealed plans, drawings and specifications suitable for public bidding for Royal Oak City Commission for the RO Farmers Market Kitchen Demolition and Turn-key Build. The work shall include:

- 1) Perform all necessary field survey, building inspection and topographic work to enable the preparation of the construction plans.
- 2) Prepare the final construction plans and specifications, including the furnishing of sufficient prints for all necessary approvals. The firm shall apply for all Royal Oak Building Department approvals.
- 3) Prepare a finish schedule and any elevations or detail drawings necessary to convey the design intent to the Market Master, Committee, City, Commission and general public.
- 4) Prepare specifications and plans for any necessary investigation and or tests needed to complete the work as described under this contract. The cost of investigations and tests may be paid by the City dependent on the review and assessment.
- 5) Furnish consultation, advice and flexibility to the RO Farmers Market Master, RO Farmers Market Committee and the City during the project.
- 6) Prepare required preliminary and supplementary sketches to resolve actual field conditions encountered.
- 7) Check detailed construction, shop and erection drawings and proposed equipment lists submitted by contractors for compliance with any contract documents (plans and specifications).

- 8) Review and recommend your disposition on the handling of (1) work orders for changes and extras should they be required during the Contract, and (2) periodic progress and milestone reviews especially those tied to any required payments to the Contractor.
- 9) Make various project inspections during the project with the ROFM Master, representatives of the City of Royal Oak and Committee as required/needed including a final inspection and project sign off.
 1. Prepare and furnish to the RO Farmers Market Master two (2) complete sets of reproducible "as-built" drawings. The "as-built" drawings shall consist of one (1) set of "Mylar" plan sheets and or digital media representations viewed as acceptable visual replacement, and one (1) plan set on electronic media compatible to the latest version of "AutoCAD" or approved equal type facility software and shall become the property of the City of Royal Oak, Michigan for its use.
- 10) Prepare a final RFP Response with possible presentation to the Royal Oak Farmers Market Committee depicting the recommended RO Farmers Market Kitchen baseline concept, any additional concepts and or suggestions, along with costs, timeline schedules and an implementation plan.

All questions about this Request for Proposal should be directed to both of the following City Representatives in writing (letter or email) by the RFP Questions due date:

Market Master

Ms. Gwen Ross
Royal Oak Farmers Market Master
Farmers Market
316 E. 11 Mile Road
Royal Oak, MI 48067
Office: 248.246.3276
gwenross@ci.royal-oak.mi.us

City Representative

Mr. Greg Rassel
City of Royal Oak
Director Recreation & Public Service
1600 N Campbell Rd
Royal Oak, MI 48067
Office: 248.246.3300
gregr@ci.royal-oak.mi.us

PLANS AND STUDIES

Existing plans and studies, along with other general information about Farmers Market and surrounding area are available for review at the City Engineering Department, Royal Oak City Hall, 211 Williams Street, Royal Oak, Michigan 48067 (248) 246-3260.

1. Farmers Market Plans
2. Farmers Market Roof, Porch and HVAC Renovation Plans
3. Farmers Market Electrical Study
4. Farmers Market Master Plan

EVALUATION OF PROPOSALS

As previously described the RO Farmers Market Kitchen Demolition and Turn-key Build Proposals will be evaluated using the following various assessment criteria:

- A. Completeness of the RFP Response
 - a. Baseline Concept & Equipment List
- B. The Project Approach as described
- C. The demonstration of creativity, innovation and ability to provide value
- D. The firm's/individual's reputation, references and qualifications
- E. The firm's personnel, roles and responsibilities
- F. A demonstrated understanding of the needs of:
 - a. The Farmers Market Committee and Market Master
 - b. The vendor/events community
 - c. The user community
 - d. The Royal Oak City Commission
- G. Willingness and ability to provide the development relationship and flexibility with the RO Farmers Market during the course of the project
- H. Total cost and firm fixed effort, fixed fee turn-key build and ability to demonstrate cost/project management
- I. Total cost of maintenance and support of the new RO Farmers Market Kitchen facility driven by innovative approaches to materials, structure, etc.
- J. Proposed Milestone Payment Structure

Each proposal will be reviewed by the Farmers Market Facility Site Sub-Committee. The Committee may at its discretion request oral presentation from any or all finalists. When the firm is selected by the Committee, its recommendation will be forwarded to the City Commission for approval.

NO REIMBURSEMENT FOR PROPOSAL COSTS

The City of Royal Oak does not intend to pay for any information solicited or obtained. Further, the City will not be liable for any costs incurred in proposal preparation, presentation, or contract negotiation.

RIGHT TO RFP RESPONSES AND REQUEST ADDITIONAL INFORMATION

The City of Royal Oak reserves the right to request any additional information which might be deemed necessary after (RFP) information has been received. The City reserves the right to request interview(s) with firms that have submitted an RFP to

City of Royal Oak RFP Response Request for RO Farmers Market Kitchen Demolition and Turn-key Build Project

provide the proposed services. The City reserves the right to utilize any and all parts of any RFP Response for additional RFP needs, consolidation of ideas and or to the best use of the RO Farmers Market and City.

PROPOSAL CONTENTS

Proposal

Each proposal shall, at a minimum contain, but not necessarily be limited to, the following:

1. A cover letter with the name of the firm, its address, telephone number and the name of a contact person acknowledging the firm's participation in the bid process and accepting the terms, conditions and descriptions set forth in this RFP.
2. A summary statement which would demonstrate that the prospective firm has a clear understanding of the RO Farmers Market and City's objectives and how it expects to address them. This summary statement should be a short narrative that supports the bid materials list, project plan, etc.
3. A work plan and or project plan. This should define the proposed approach to completing the work for the Royal Oak Farmers Market Kitchen Demolition and Turn-key Build Project including the baseline concept and equipment list, any alternative approach, a project schedule (with time lines of major tasks/milestones) progress and interim meetings and reporting procedures and the presentation of the completed final sealed plans and the final design narrative plan with materials list, etc. to members of the RO Farmers Market Committee and City Engineer.

The work plan should define clearly the methodology and project schedule of events in chronological order to allow for an objective evaluation of the proposal by the RO Farmers Market Master, RO Farmers Market Committee, City officials and the Royal Oak City Commission. Please note the estimated man-hours of key individuals that will be dedicated to the project according to work category.

Firm Qualifications

The response to this request for proposals should, at a minimum, include the following information:

- Name, address, and brief history of firm. Proposer will identify business entity as individual or, if doing business under assumed name, indicate

assumed name; partnership (naming partners); corporation, foreign or domestic (naming principal officers); and indicate official capacity of person executing proposal.

- The size of the firm in both annual sales dollars and personnel
- Examples of other like projects of similar scope
- Related and or recent experience with like projects
- Provide examples of project budgeting, cost estimating and achieved results.
- Provide a biography and or resume of the key personnel who will be directly involved on this project.
 - List of key personnel in order of reporting structure for this project
 - The information should include educational background, experience, licenses, years with your firm or working with your firm and relevant work experience.
- Provide a list of references. Include, where applicable, officials from other governmental agencies for similar projects, including addresses, telephone number and email addresses.
- The successful bidder will be required to furnish insurance as specified in the Contract. Please concur that you carry and will be able to furnish the said insurance requirements.

Contractual Requirements/Fees

The selected firm will be required to enter into a formal agreement with the City of Royal Oak to provide RO Farmers Market Kitchen Demolition and Turn-key Build services for the City. The City "Agreement for Professional Services" is attached. You should provide any needed commentary and or issues you see with the attached Contract. In addition:

- The City of Royal Oak reserves the right to terminate the contract should the firm fail to provide services to the satisfaction of the City of Royal Oak as outlined in their RFP Response
- The contract shall specify the proposed start date and completion date for the work
- Any exceptions to the Request for Proposal shall be provided in the RFP Response with an explanation for consideration
- The fee for the **RO Farmers Market Kitchen Demolition and Turn-key Build** work shall be a Lump Sum Payment unless RFP Responses contain a milestone payment schedule that is accepted by the RO Farmers Market Committee and the City.
- The City reserves the right to utilize all or parts of any and all RFP Responses in any way to add value to the City and or the RO Farmers Market.
- Proposals marked "confidential" will not be accepted.

Submission of Request for Proposals (RFP)

Sealed Proposals [12 copies] shall be submitted to the Office of the City Clerk, 211 Williams Street, Room 100, Royal Oak, Michigan, 48067, no later than specified on Page 15 of this RFP. Proposals must be clearly marked **“REQUEST FOR PROPOSALS FOR RO FARMERS MARKET KITCHEN DEMOLITION AND TURN-KEY BUILD ”. BID NO: ITB-SBP-PUR-09-002,**

- **Contact Person**
 - o Any firm having questions concerning the RFP should contact either Mr. Greg Rassel and or Ms. Gwen Ross.
- **Rejection of Proposals**
 - o The City of Royal Oak reserves the right to reject any and all proposals received and the right to waive defects in proposals as a result of this Request for Proposals.
- The successful firm shall not provide services until a fully executed Contract has been received by the City of Royal Oak.

Estimated Contract Award Schedule

- o Advertise and or post the RO Farmers Market Kitchen Demolition and Turn-key Build RFP on July 7, 2009.
- o Mandatory Pre-Proposal ROFM RFP Vendor Walkthrough on July 30, 2009, at 11:00 a.m.
- o All RFP questions due on August 7, 2009
- o Answers to RFP Questions provided to vendors in consolidated format on August 14, 2009
- o Sealed Proposals Due Date – August 24, 2009
- o Select Firm(s) short list for Interviews on September 8, 2009
- o Conduct Interviews on September 15, 2009
- o Contract Award by October 5, 2009.

CONTRACTOR'S AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

The undersigned, _____ hereby represents that on the
_____ day of _____, 20 ____, it was awarded a Contract by the City of

Royal Oak, hereinafter called the Owner _____,
and the undersigned further represents that the subject work has now been accomplished and
the said Contract has now been completed.

The undersigned hereby warrants and certifies that all of its indebtedness arising by reason of
the said Contract has fully been paid or satisfactorily secured; and that all claims from
subcontractors and others for labor and material used in accomplishing the said project, as
well as all other claims arising from the performance of the said Contract, have been fully
paid or satisfactorily settled. The undersigned further agrees that, if any such claim should
hereafter arise, it shall assume responsibility for the same immediately upon request to do so
by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledge,
does further hereby waive, release and relinquish any and all claims or right of lien which the
undersigned now has or may hereafter acquire upon the subject premises for labor and
material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this
_____ day of _____, 20 ____.

Contractor: _____

By: _____

Title: _____

Subscribed and sworn to before me, a Notary Public
in and for _____ County, _____
on this day of _____, 20 ____.

Notary Public
My Commission expires _____

AGREEMENT FOR PROFESSIONAL SERVICES:

RO FARMERS MARKET KITCHEN DEMOLITION AND TURN-KEY BUILD

BID NO.: ITB-SBP-PUR-09-002

THIS AGREEMENT is made and entered into on this the _____ day of _____, 2009, by and between the **CITY OF ROYAL OAK**, a Michigan Municipal Corporation, having offices at 211 Williams Street, Royal Oak, Michigan 48067 (hereinafter "CITY"), and, Kenneth Neumann/Joel Smith and Assoc., Inc., having offices at 400 Galleria Office Center, Suite 555, Southfield, Michigan hereinafter "CONTRACTOR",

RECITALS

WHEREAS, the CITY desires to enter into a professional service contract for RO Farmers Market KITCHEN DEMOLITION AND TURN-KEY BUILD, and;

WHEREAS, the architectural and/or turn-key construction/build service desired by the CITY is for **FARMERS MARKET** and _____ ;

WHEREAS, CONTRACTOR desires to perform these services for the CITY under the terms and conditions set forth below.

THEREFORE, in consideration of and reliance upon the recitals, terms, promises, covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and CONTRACTOR agree as follows:

AGREEMENT

1. **Services:** CONTRACTOR agrees to render professional KITCHEN DEMOLITION AND TURN-KEY BUILD for the CITY as described in the Request for Proposal and Specifications and RO Farmers Market Kitchen baseline concept and equipment list in a professional manner and within the time prescribed. The Request for Proposal and Specifications (RFP) and baseline facility layout and equipment list are attached hereto and incorporated herein.

The Contractor's proposal for the work is attached hereto and incorporated herein.

2. **Payment for Services:** The CITY agrees to pay CONTRACTOR the amount of \$ _____ Dollars for the RO FARMERS MARKET KITCHEN DEMOLITION AND TURN-KEY BUILD.
3. **Time:** CONTRACTOR agrees to complete the work under this Agreement by the date supplied and agreed upon in their RFP Response. The CITY may deduct and retain out of monies that may be due, or become due under this Agreement, the sum of five-hundred (\$500.00) dollars for each and every working day that the work remains uncompleted beyond the time limit named above, as amended by such extension of time as may be allowed under paragraph 4 below, and that in view of the difficulty of ascertaining the loss which the CITY will suffer by reason of delay in the performance of the work hereunder, the deduction and retention of such sum is to be considered not a penalty but the payment of liquidated damages stipulated by the parties as representing the cost of the additional work

Delay and Extension: The parties agree that should CONTRACTOR be obstructed or delayed in the prosecution or completion of work by disastrous storms, acts of Providence, general strikes, Court Injunction, or by any neglect or delay on the part of the CITY, the RO Farmers Market or other outside influences, the CONTRACTOR shall have no claim for damages for such causes or delay, but may in such case be entitled to such extension of time limit specified herein for the completion of the work as the RO Farmers Market Master, Market Facilities Site sub-Committee, and or City Engineer shall adjudge to be just and reasonable, provided however, that any claim for such extension be made in writing by the CONTRACTOR within a week after the time when such alleged cause or delay shall have occurred and turned in to both Mr. Greg Rassel and Ms. Gwen Ross. A revised schedule of completion for all work covered by this Agreement is required as part of any formal claim for extension.

4. **Plans, Specifications, and RFP Cooperative:** The Plans, Specifications, and RFP are intended to be cooperative. They shall be construed as supplementary and explanatory each to the other, and any work called for on the Plans and not particularly shown on the Plans is to be as included under this Agreement the same as is set forth in the Specifications and exhibited on the Plans.
5. **Conflict.** In case of any conflict between the Specifications and the Plans, or in case the meaning of either or both should be obscure or uncertain or in dispute, the City Engineer shall decide as to the true intent, and his decisions shall be binding and final.
6. **Supervision of Work.** All work shall be subject to the approval of the City Engineer and the RO Farmers Market Master and the Facilities Site sub-committee.
7. **Standard of Care.** CONTRACTOR shall perform all services required under this Agreement in accordance with the usual and customary standard of professional care and practice applicable to these services. CONTRACTOR shall provide qualified personnel and suitable equipment to enable it to perform the services as required by this Agreement.
8. **Compliance with Laws and Ordinances.** CONTRACTOR shall obey and abide by all the laws of the State of Michigan relating to the employment of labor and public work, and all ordinances and requirements of the City regulating or applying to public improvements. CONTRACTOR agrees not to discriminate against any employee or applicant for employment to be employed in the performance of the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, because of age, sex, race, religion, or national origin. CONTRACTOR further agrees that every subcontract entered into for the performance of the Agreement will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each sub consultant. Breach of this covenant may be regarded as a material breach of the Agreement.
9. **Assignment and Subletting.** In the execution of the Agreement it may be necessary for CONTRACTOR to sublet part of the work to others. However, CONTRACTOR shall not award any work to any sub-contractor without prior

written approval of the CITY, which approval shall not be given until CONTRACTOR submits to the CITY a written statement concerning the proposed award to the sub consultant, which statement shall contain such information as the CITY may require. CONTRACTOR shall be fully responsible to the CITY for the acts and omissions of his sub-consultants and of persons either directly or indirectly employed by them. Nothing contained in this Agreement shall create any contractual relation between any sub consultant and the CITY. CONTRACTOR shall not assign, transfer, convey, or otherwise dispose of this Agreement or any part thereof, or his right, title or interest in the same or any part thereof, without the previous consent of the CITY, in writing. CONTRACTOR shall not assign by power-of-attorney or otherwise, any of the monies due or to become due and payable under this Agreement, without the previous written consent of the CITY.

10. **Insurance Requirements.** CONTRACTOR shall not commence work under this Agreement until it has obtained the insurance required under this paragraph. All coverage's shall be with insurance carriers, licensed and in good standing with the State of Michigan and acceptable to the CITY.

A. **Worker's Compensation Insurance:** CONTRACTOR shall procure, and maintain in effect during the life of this Contract, Worker's Compensation and Employer's Liability Insurance in accordance with the Worker's Compensation Act of the State of Michigan, or state having jurisdiction, protecting all persons employed by CONTRACTOR during the life of this Agreement, and shall provide evidence to the CITY that such insurance is in force. Employer's liability limits of at least **\$100,000** each employee is required.

B. **Comprehensive General Liability Insurance:** CONTRACTOR shall procure, and maintain in effect during the life of this Agreement, Comprehensive General Liability Insurance in an amount not less than **\$300,000** combined single limit of liability.

C. **Comprehensive Automobile Liability Insurance:** CONTRACTOR shall procure, and maintain in effect during the life of this Agreement, Comprehensive Automobile Liability Insurance with limits of not less than **\$300,000** combined single limit of liability.

D. **Professional Liability Insurance:** Professional Liability Insurance shall be supplied by the Consulting Engineer with a limit of liability of **\$1,000,000**. The coverage afforded by such insurance will continue in effect for up to two (2) years following written acceptance of the work.

The above requirements should not be interpreted to limit the liability of the CONTRACTOR under this Agreement.

11. **Additional Insured.** All Certificates of Insurance forwarded to the CITY by CONTRACTOR must name the City of Royal Oak as an additional named insured, excluding Worker's Compensation and Professional Liability insurance certificates. All certificates forwarded to the CITY by the CONTRACTOR shall include a clause which shall state that the CONTRACTOR shall defend, indemnify, and hold the CITY harmless from any and all claims and judgments to which the CITY may be subjected or which it

may suffer or incur by reason of contract with the primary insured named in the certificate. All certificates will give thirty (30) days notice of intent to cancel or of non-renewal to the CITY. Insurance coverage must be written through an insurance company that is licensed as an admitted carrier to do business in the State of Michigan by the State of Michigan Department of Insurance.

12. **Indemnification.** CONTRACTOR agrees that it shall indemnify and hold harmless the CITY and its officers, employees, and agents from any and all liability, loss or damage as a result of claims, actions, suits, causes of action, proceedings, costs, expenses, judgments and liabilities of any kind whatsoever arising out of the

CONTRACTOR'S performance of the work described herein. It is further agreed that the CONTRACTOR shall have the responsibility to the CITY for the proper performance of its professional services in conformance with the customary and usual practice in the industry and shall be liable to the CITY for any damage suffered by the CITY as a result of the failure of such performance, provided such damages are caused by the CONTRACTOR'S error, omission or negligent act, or the error, omission or negligent act of its officers, agents or employees. No compensation will be paid to CONTRACTOR for services required to correct work arising out of the CONTRACTOR'S errors or omissions; however, the CONTRACTOR shall be responsible for any payment to other consultants/contractors to correct work arising from the CONTRACTOR'S errors or omissions.

13. **Proof of Insurance Coverage:** CONTRACTOR shall provide the CITY, at the time Agreements are returned for execution, certificates and policies as listed below:

- A. Three (3) copies of Certificate of Insurance for Worker's Compensation Insurance;
- B. Three (3) copies of Certificate of Insurance for Comprehensive General Liability Insurance;
- C. Three (3) copies of Certificate of Insurance for Comprehensive Automobile Liability Insurance;
- D. Three (3) copies of Certificate of Insurance for Professional Liability Insurance.

If any of the above coverage's expire during the term of this Contract, the CONTRACTOR shall deliver renewal certificates and/or policies to the City of Royal Oak at least ten (10) days prior to expiration date.

14. **Service of Notice.** Any notices required by this Agreement shall be served personally or by registered mail, certified receipt requested, to the party to whom it is requested, to the party for whom it is intended at the address listed at the beginning of this Agreement.

15. **Default.** When, in the opinion of the City Engineer, the work or any part of the work to be done under this Agreement has been abandoned, is unnecessarily delayed, cannot be completed at the rate of progress or within the time specified, or CONTRACTOR is willfully violating any of the covenants, carrying it out in bad faith, or has been adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, then the City Engineer shall so certify in writing to the CITY, and the CITY, in writing may declare CONTRACTOR in default and so notify him to discontinue the work. The CITY may then call upon the Sureties to complete the work or may complete it by other means. The CITY

may take over and use materials and equipment at the site of the work and other materials and equipment used elsewhere for the work at the time of default, and may procure other materials, equipment, and all else necessary for the completion of the work. The CITY may recover the cost of completing the work by deducting the amount thereof from any monies due or which may become due the CONTRACTOR under this Agreement, and when such monies are insufficient to pay said cost, the amount of said cost in excess of such monies shall be paid by the CONTRACTOR or by the Surety.

16. **Progress Payments and Estimates.** At the end of each month, or at such other time interval as may be mutually agreeable, the City Engineer will make an estimate of the quantity and value of the work done by CONTRACTOR since the date of the previous estimate and, as soon as practicable thereafter, the CITY will pay CONTRACTOR, the amount of such estimate, except that the CITY may at any time retain from such partial payments a sum sufficient to meet any undischarged indebtedness of the CONTRACTOR in connection with the work performed.
17. **Final Estimate and Payment.** As soon as practicable after completion of all the work included in this Agreement and after all known defects and deficiencies have been remedied, the City Engineer will make a final inspection of said work and prepare a final estimate of the amount of money due to CONTRACTOR. The CONTRACTOR shall file with the City Engineer, as a condition precedent to final payment, an affidavit (in the form attached hereto) that all payrolls, material bills, and all other indebtedness incurred in connection with the work have been paid, or an affidavit showing in detail the nature and amount of any such indebtedness that is unpaid. The CITY shall hold from final payment an amount of money sufficient to meet any such undischarged indebtedness of the CONTRACTOR until an affidavit that any such indebtedness is paid is filed with the City Engineer. The CITY may also withhold from final payment an amount of money, not to exceed 10% of the total Agreement price for not more than six months as security against hidden defects in the work included in this Agreement. If, at the end of said six-month no such defects have been discovered, the CITY shall make payment to the CONTRACTOR of any such money withheld. If, at the end of such period, such defects have been discovered, the CITY may continue to withhold said sum of money until such defects have been repaired by the CONTRACTOR, or may use such money to make necessary repairs and pay to the CONTRACTOR any money unexpended.
18. **Ownership of Documents.** Original documents, drawings, design and survey notes represent the product of training, experience and professional skill. They belong to and remain the property of CONTRACTOR who produced them. At such time as ninety percent (90%) of full compensation has been made, original documents, drawings, design and survey notes or satisfactory copies thereof shall, at the request of the CITY, be delivered to and become the property of the CITY.
19. **Extra Work.** It is agreed by the parties that any extra work not specifically mentioned in this Agreement but which is obviously necessary to the complete performance of the Agreement and which may be fairly implied as included, will

be considered included and be performed by CONTRACTOR without extra charge therefore.

20. **Entire Agreement.** This Agreement contains all the representations by each party to the other and expresses the entire understanding between the parties with respect to the contemplated transaction. All prior communications concerning the subject matter are merged in or replaced by this Agreement.

21. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

22. **Amendment.** This Agreement may not be amended except in writing by the person against whom enforcement of any waiver, change or discharge is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

WITNESSES:

CITY OF ROYAL OAK

By: _____
James B. Ellison, Mayor

By: _____
Melanie Halas, City Clerk

WITNESSES:

(_____)

By: _____
It's:

APPROVED AS TO FORM:

David Gillam
City Attorney

Addendum Baseline

**Royal Oak Farmers Market Kitchen Baseline
Concept Layout & Equipment List**

EQUIPMENT

ITEM NO	EQUIPMENT CATEGORY
1	3 COMPARTMENT SINK - 96" L
2	Hand Sink w/ Splash Guards
3	Hood System - NSF & UL Listed
4	UL 300 Fire Suppression System For Hood System
5	DEEP FRYER - Floor Model - Natural Gas
5A	DEEP FRYER - Floor Model - Natural Gas
6	RANGE, 6 Burner w/ 24" Grill- Natural Gas
7	Custom Pass Thru Shelf w/ Window
8	93" REFRIGERATOR, 3 Door Prep Unit
9	93" L x 20" W - DBL. OVER SHELF
10	93" L x 24" W - WORK TABLE W/2 DRAWERS
11	SHELVING, WIRE
12	MICROWAVE
13	EXISTING FREEZER
14	Existing Cooler, Reach-In
15	SHELVING, WIRE
16	FREEZER, REACH-IN
17	REFRIGERATOR, REACH-IN
18	SINK, MOP - 24" x 24"
19	CHEMICAL SHELF
20	HOT WATER TANK - 75 Gallons - Natural Gas
21	Existing 100 Amp Elec. Panel - Upgrade Per 2006 Electrical Codes
22	All Plumbing Per Plan - 2006 Plumbing Codes
23	Build Out Per Plan Using 2006 Building Code

