

cityofnovi.org

# CITY of NOVI CITY COUNCIL

Agenda Item O  
November 10, 2008

**SUBJECT:** Approval of staff and Consultant Review Committee recommendation to award a two-year contract with DRN & Associates, Architects, PC for architectural façade consulting services effective December 1, 2008.

**SUBMITTING DEPARTMENT:** City Manager's Office *puw*

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:** The City Council approved a two year agreement with METCO Services, Inc. in April 2007 for architectural façade review services. Staff was very satisfied with the services provided under the METCO agreement during the course of the past year and, in particular, with the primary consultant assigned to Novi, Doug Necci. Unfortunately, in September 2008, the City received notification from METCO that their Board of Directors elected to phase out all architectural services and would no longer be able to provide the architectural façade review services to the City.

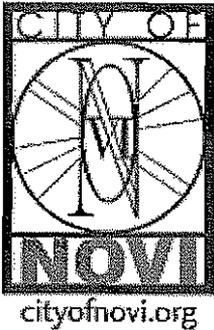
Since then, Doug Necci formed his own company, DRN & Associates, Architects, PC and submitted a proposal to continue the services under the same terms and fees as the City's agreement with METCO. Staff reviewed the information submitted and recommends that this contract be transferred to DRN & Associates for the architectural façade review services. The CRC reviewed these materials at their meeting of October 30<sup>th</sup> and concurs with the staff recommendation to approve a two-year contract with DRN Associates under the same terms and fee schedule as the previous agreement with METCO.

**RECOMMENDED ACTION:** Approval of staff and Consultant Review Committee recommendation to award a two-year contract with DRN & Associates, Architects, PC for architectural façade consulting services effective December 1, 2008.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

# MEMORANDUM



TO: Clay Pearson, City Manager  
Pam Antil, Assistant City Manager

FROM: Steve Rumble, Community Development  
Barbara McBeth, Community Development

SUBJECT: Architectural Façade Consultant

DATE: October 24, 2008

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We are receipt of a letter dated September 30, 2008 from Mr. Raj Vijayendran, President of METCO Services, expressing the desire of METCO to terminate façade consulting services with the City of Novi prior to the end of the contract. We note that METCO provided temporary services for the City of Novi when the previous consultant, NSA terminated the contract with the City in August 2006, and METCO was one of eight bidding contractors when the contract went out for bids in early 2007. METCO was awarded the contract and has served as the City's façade consultant since that time. The initial contract period was for a two-year period with an option for a third year and became effective on City Council's approval starting April 16, 2007.

Mr. Vijayendran states that his firm is committed to maintaining services to the City of Novi for a reasonable period of time. To maintain continuity of the services during the interim period, METCO entered into a subcontract arrangement with Mr. Douglas R. Necci, who has been a primary contact with the City staff and Planning Commission for the duration of the contract with METCO. Services will continue to be provided during this interim period per the approved contract.

We have received a proposal for continued architectural façade consulting services from Mr. Necci's new company, DRN and Associates, Architects, PC. The attached proposal mirrors the approved contract with METCO in terms of responsibilities and fee structure. Mr. Necci has pledged uninterrupted service to the City and would assume responsibilities for all of the reviews and reports currently underway. Mr. Necci has an arrangement to take possession of all files, reports, sample boards and other records held by METCO. Liability insurance for DRN & Associates has been demonstrated, as well.

We are satisfied with the services provided by Mr. Necci and pleased that he is able to offer continued services to the City of Novi. We are in support of the attached proposal to continue under the terms of the contract which will extend until April 16, 2009.

We respectfully recommend that DRN & Associates be offered the opportunity to provide façade consulting services as the same rate of fees as the previous contract approved for METCO in March 2007 and request that this matter be forwarded to the Consultant Review Committee for consideration.

c Tom Schultz, City Attorney  
Charles Boulard, Building Official

**SEPTEMBER 30, 2008 LETTER  
METCO SERVICES, INC.**

# **METCO SERVICES, INC.**

*ENGINEERS, ARCHITECTS & SURVEYORS*

1274 Library · Detroit · Michigan · 48226 · (313) 961-4560 · Fax (313) 961-1698

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September 30, 2008

City of Novi  
45175 W. 10 Mile Rd.  
Novi, MI 48375

Attn: Clay Pearson – City Manager

Re: Architectural Façade Consultant Services

Dear Mr. Pearson,

This letter is to inform you that METCO's Board of Directors has elected to phase out all architectural services and as such will no longer be able to provide the requisite staff to perform work under said Contract and therefore, we request to be released from the current contract for Architectural Façade Consultant Services with the City of Novi.

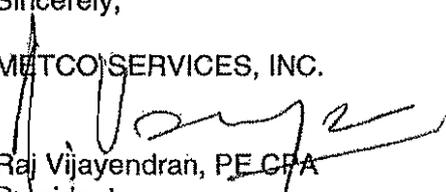
METCO would be happy to continue to provide services for a reasonable period of time until other alternates can be made by the City of Novi. To maintain the continuity of services during the interim period, METCO has entered into a sub-contract arrangement with Mr. Douglas R. Necci under which required services will be rendered as per the current contract. We would anticipate that a more permanent arrangement suitable to the City can be made within approximately one month.

We understand that Mr. Necci will be available to assume Architectural Façade Consultant Services and we are fully supportive of this and will cooperate in effecting an orderly transition in every way possible.

If you have any questions please do not hesitate to call the undersigned at (313) 961-4560.

Sincerely,

METCO SERVICES, INC.

  
Raj Vijayendran, PE, CFA  
President

cc: Steve Rumble  
Barb McBeth  
Charles Boulard  
Douglas R Necci

**OCTOBER 24, 2008  
PROPOSAL FOR FAÇADE SERVICES  
DRN & ASSOCIATES, ARCHITECTS, PC**



Phone: (248) 880-6523  
E-Mail: dnecci@drnarchitects.com  
Web: drnarchitects.com

DRN & ASSOCIATES, ARCHITECTS, PC

50850 Applebrooke Dr., Northville, MI 48167



**CITY OF NOVI**  
**CONSULTANT - ARCHITECTURAL FAÇADE SERVICES**  
**PROPOSAL**

October 24, 2008

City of Novi  
45175 W. 10 Mile Rd.  
Novi, MI  
48375

Attn: Clay Pearson – City Manager

Re: Architectural Façade Consultant Services

Dear Mr. Pearson,

DRN & Associates PC is pleased to submit this Proposal for Façade Consultant Services. DRN & Associates PC proposes herewith to assume all terms, conditions, duties and responsibilities set forth in the Contract for said services dated March 19, 2007, and effective April 16, 2007. The specific duties and responsibilities are outlined in Exhibit B of that contract. A copy of the Contract including Exhibit B is attached herewith for reference (Exhibit Y). This proposal is submitted pursuant to current consultant request to be released from said contract.

DRN & Associates PC proposes to maintain uninterrupted service to the City. For that purpose DRN will assume responsibility for and complete all reviews that are in-progress at this time and honor all current deadlines for said reviews.

DRN & Associates will take possession of all files, reports, sample boards, and other records in the possession of the current consultant and will maintain them in suitable facilities.

DRN & Associates, Architects PC has obtained the requisite liability insurance as evidenced by the attached Certificate of Insurance (Exhibit Z).

DRN & Associates, Architects PC proposes to provide the above reference services for the fees listed below, which are identical to those contained in the current contract. It is understood that these fees will remain in effect through the term of the contract which ends on approximately April 16, 2009.

## **Fees for Services**

### A. Single Family Detached Dwelling Units (Building Dept.)

A.1	Similar/Dissimilar Review	\$120.00 ea.
	Additional Reviews	\$95.00 ea.
	Review of rear Façade	\$35.00 ea.
A.2	Michigan Residential Code (MRC) Reviews (Note 1)	\$140.00 ea.
	Additional Reviews	\$115.00 ea.
	Truss Review (no longer required)	\$35.00 ea.

Note 1 - Michigan Energy Code Review, Brick Ledge, and Top of Footing Review are included in A.2. Brick ledge and Top of Footing reviews consist of examining elevations on approved Plot Plan to correspond to sectional view showing elevation of brick ledge on foundation.

### B. Commercial Building Architectural Review (Planning Dept.)

B.1	Façade Reviews (Note 2)	
	Buildings up to 5,000 S.F.	\$300.00 ea.
	Buildings 5,001 S.F. to 15,000 S.F.	\$700.00 ea.
	Buildings 15,001 S.F. to 50,000 S.F.	\$1,100.00 ea.
	Buildings 50,001 S.F. and above	\$1,300.00 ea.
B.2	Site Inspections for Material Sample Board Compliance	\$130.00 / Trip
	Each Subsequent Trip	\$70.00 / Trip

Note 2 – Multiple building on the same submission shall be treated as separate submissions. Reviews of the initial response from the applicant are included in above fees. Additional re-submissions for the same project shall receive full additional flat rate fees.

### C. Generic Services

C.1	Attendance at (Tuesday) Consultant Meetings	\$250.00/Mtg.
C.2	Attendance at City Council or Planning Commission Meetings	\$400.00/Mtg.
C.3	Additional Meetings (non-review related)	Hourly (see D.5)
C.4	Expert Witness	Hourly (see D.5)
C.5	Development and/or Revisions to Façade Ordinance	Hourly (see D.5)
C.6	Other Special Projects requested by the City	Hourly (see D.5)
C.7	In-house Training of staff	N/C
C.8	Continuing Education for Public Act 54 Registration	N/C
C.9	Expert Witness or related activity	Hourly (see D.5)
C.10	Development / Revision to Façade Ordinance	Hourly (see D.5)

#### D. Reimbursable Cost

D.1	Mileage (within 50 mile radius)	N/C
D.2	Postage, phone, fax, E-Mail, and in-office reproduction	N/C
D.3	Outside Office Reproductions	Cost + 3%
D.4	Storage of in-process plans and Material Sample Boards	N/C
D.5	Personnel Hourly Rate Classifications: *	
	Licensed Architect (Doug Necci)	\$125.00
	Graduate Architect / ACT 54 Certified	\$90.00
	Graduate Architect	\$80.00
	Clerical / Administrative Support	\$35.00

The above rates shall apply to the remaining term of the contract.  
N/C = No Charge

#### **Experience**

All reviews will be performed by Mr. Necci whose experience spans over 24 years in the following areas of service to the City of Novi.

- Façade Ordinance Review
- Attending Pre-Application Meetings, when requested
- Façade Inspections
- Ordinance Maintenance – development and / or revisions
- Providing periodic Planning Commission Orientations
- Similar / Dissimilar Ordinance Reviews
- Responding to inquiries from applicants
- Attending Planning Commission and City Council meetings, when requested.
- Michigan Residential Code Reviews
- Residential Structural Review
- Michigan Energy Code Reviews
- Attending Consultant coordination meeting bi-weekly Tuesday meetings)
- Expert witness, when requested
- Façade sample board inventory, storage and delivery
- Coordination with related Consultants (Woodlands, Wetlands, Engineering)
- Participate in orientations with Builders (BASM)
- Continuing education for ACT 54 and AIA certifications

#### **Approach to Facades Reviews**

As Façade Consultant, we believe our principal responsibility is to assist the City Administration in maintaining consistently high quality architectural design in Novi. While the Façade Ordinance provides an excellent framework for this, it is not a guaranteed formula for quality architecture. Therefore, as a first step, we look at every application through the eyes of an Architect. We ask; “Will it harmonize with its surroundings or stand out like a sore thumb”, “Are the proportions balanced or disjointed”, “Is it unique while being tasteful, or gimmicky so as to be out of style in a short time.” If a building falls short, we first attempt to resolve things with the applicant. This is always done within the context of the Ordinance, in a friendly and constructive manner, without imposing our design ideals on the applicant. When the applicant asks “how can we meet the Ordinance”, we will offer suggestions. We find that in almost every case this dialogue is welcomed by the applicant and has positive results allowing a positive recommendation to the Planning Commission. When we are unable to recommend approval, a negative

recommendation letter will be provided to the Staff Planner. A negative recommended will always include a detailed explanation of how the design was inconsistent with the Ordinance and give some direction as to how compliance may be achieved. In such cases the matter of Facades will likely be discussed in greater detail during the Planning Commission public meeting. We are available to participate in all Planning Commission and City Council meetings, and would anticipate being invited in cases where Façade Ordinance issues exist, and in particular when a "Not Recommended" letter was written.

We also anticipate participating in occasional workshops with City Commissions and staff to reach a shared vision for the high aesthetic quality of all buildings in Novi, and to facilitate feedback critical to assuring that the City's overall goals are being achieved.

### **Approach to Similar / Dissimilar Reviews**

Similar/Dissimilar Ordinance applies to all single-family detached dwellings, and is handled in much the same way as the Façade Ordinance, with respect to working with the applicant to achieve compliance. As with all of our reviews, rejections are a means of last resort. While this requires more time and effort it is essential to being pro-active and providing better service to the City's clients. The Ordinance has been in effect for over 20 years and has contributed significantly to Novi's unique and high valued residential market. Mr. Necci has in fact provided these reviews for approximately 18, of those years.

### **Approach to Building Code Reviews**

Residential plans will be reviewed for compliance with the 2006 Michigan Residential Code. Unlike Facades, Building Code reviews are much less subjective in nature and essentially involve making sure that code compliance information is adequately indicated on the drawings to be used in the field for construction. Maintaining the quality of these reviews requires a thorough knowledge of the Building Code, including periodic updates, interpretations, and changes that are an integral part of the Building Code process. In addition, meetings between the Consultant and the Building Department are held to not only keep us abreast of code changes, but more importantly to provide feedback from inspectors as to issues that are being encountered in the field.

### **Quality of All Reviews**

Applicants are more satisfied with the review process if a few simple qualities are observed. Obviously, the reviews must be fair and consistent. But just as importantly, they must be delivered in a timely manner. DRN & Associates typically does a thorough review within a few days of receipt. We have found by experience that while unfavorable reviews are never really welcomed by the applicants, a timely response is always appreciated and encourages constructive dialogue. But an incomplete review delivered quickly accomplishes little. There is nothing more frustrating that issues being raised in a second or third review that were present on the plans in the first review.

Sincerely,  
DRN & Associates, Inc.

  
Douglas R. Necci AIA – President

Attachments: Exhibit "Y" – Façade Consultant Contract  
Exhibit "Z" – DRN Certificate of Insurance

EXHIBIT "Y" - CURRENT CONTRACT

## EXHIBIT "Y" - CURRENT CONTRACT

### CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract"), dated March 19, 2007 and effective April 16, 2007, is by and between the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi Michigan, 48375 (hereinafter referred to as "Client"), and METCO Services, Inc., whose address is: 23917 Cass Street, Farmington, MI 48335 (hereinafter referred to as "Consultant").

#### THE CLIENT AND CONSULTANT AGREE AS FOLLOWS:

##### Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Consultant shall perform the work, duties and responsibilities described on and in Exhibits A (fees) and B (the "work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

##### Article II. Timing of Performance.

Performance of this Contract shall commence on April 16, 2007 upon execution by both parties, and performance of the work shall be completed according to the timing set forth as part of this agreement, including Exhibits A (Fees) and B (Scope of Work). The timing for performance of any such work may be extended for additional specified periods of time, if allowed in writing by the Client in its sole discretion. Services on each phase after the first phase shall commence only after Client's authorization to proceed. Out-of-sequence services (i.e., commencement of work on a future phase, before completion of a prior phase), if requested and ultimately not accepted by Client as part of the overall project, shall be compensated as Additional Services.

##### Article III. Contract Price and Payment.

- A. Subject to the terms and conditions of this Contract, the Client agrees to pay Consultant in the amount, manner, and according to the timing for making such payments set forth in Exhibit A (referred to in this Contract as "payments"). Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract.
- B. Consultant acknowledges that the attached Exhibits A (Fees) & B (Scope of Work) include certain "pay for performance" provisions. Project plan reviews shall be due fifteen (15) days from the date of delivery to Consultant by the City (or by an applicant directly) of all materials necessary to complete a plan review assignment. For project plan reviews delivered on time, Consultant shall be entitled to 100% of the fee established for the review. On time delivery of reviews means delivery to the City employee responsible for coordination of a project on or before the due date. Late delivery of a project plan review shall entitle the City to reduce the fee paid to Consultant by five (5%) percent for each day the review is not delivered on time not to exceed \$500 per day. At Consultant's request, in unusual circumstances in which delivery of the review on time is prevented by circumstances beyond Consultant's control, such as a delay in required response(s) by other consultants or City employees, this reduction may be waived by the City Manager or his or her designee. Consultant may also request an extension of the project due date in advance, in the case of an usually extensive or complicated review or project.

## EXHIBIT "Y" - CURRENT CONTRACT

- C. The Client agrees to pay Consultant amounts due within thirty (30) days of receipt of an itemized billing/invoice from Consultant detailing all work performed and provided in connection with the billing and the hours and charges applicable to each such item of work. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.
- D. All costs and expenses incurred by Consultant in the course of performing the work under this Contract are deemed to be included in the hourly fees and amounts set forth in Exhibit A, unless specifically identified in Exhibit A as reimbursable expenses and such expenses have been approved by the Client or its designee.
- E. Consultant will obtain written approval of the Client prior to proceeding with any services or work that is not stated on Exhibit B; otherwise the Client will not be billed for such extra/additional services or work.
- F. Payments shall be made upon verification of invoices received by the Client. All payments to Consultant shall be submitted by mail at Consultant's address first listed above, unless Consultant provides written notice of a change in the address to which such payments are to be sent.

### Article IV: Termination.

- A. This Contract, including any extension or amendment of this Contract, may be terminated at any time, with or without cause, by the Client upon thirty (30) calendar days' written notice to the other party. In such event, the effective date of such termination shall be the 30<sup>th</sup> calendar day following the date of the written notice of such termination.
- B. In the event this Contract is terminated prior to completion of the work, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Consultant for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Consultant continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination. Additionally, termination shall not relieve Consultant of its obligation to provide Client with all of the plans and product generated under this Contract through the effective date of termination. Articles V, VI, VII and VIII of this Contract shall survive completion of the work and any termination of this Contract.
- C. Prior to the effective date of any termination or prior to the completion of the work (including any extension of the timing for completion), whichever is the first to occur, Consultant shall deliver to the Client all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, applications, manuals, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and other materials in its possession or control that is gathered or generated in the course of performing the work or that relates to the work in any way; provided that Consultant may retain a copy of such materials for its files. The Client shall be permitted to withhold any payments and reimbursements otherwise owing to Consultant under the terms of this Contract until all such materials are delivered to the Client in accordance with the terms and conditions of this Contract.

## EXHIBIT "Y" - CURRENT CONTRACT

### Article V:            **Independent Contractor Relationship.**

- A. In the performance of this Contract, the relationship of Consultant to the Client shall be that of an independent contractor and not that of an employee or agent of Client. Consultant is and shall perform under this Contract as an independent contractor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.
- B. Consultant, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client. Although Consultant is required under this Contract to advise, make recommendations to and to a limited extent represent the Client, all plans, studies, applications, submittals, surveys, reports and any other information relating to the work must be submitted to and approved by the Client or the Client's authorized official prior to being disseminated to any third party and shall only be so disseminated if such dissemination is approved in advance by the Client or an authorized Client official.
- C. Consultant represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Exhibit B in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Exhibit B, Consultant shall perform all of the work under this Contract and no other person or entity shall be assigned or subcontracted to perform the work, or any part thereof, unless approved by the Client in advance.

### Article VI:            **Liability and Insurance.**

- A. Consultant agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Consultant in performing or failing to perform the work, or (ii) civil damages which arise out of any dispute between Consultant and its subcontractors, affiliates, employees or other private third parties in connection with this Contract.
- B. Consultant shall provide evidence of adequate insurance coverage in the types and amounts set forth in the Request for Qualifications dated January 2007, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Consultant in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the Request for Qualifications dated January 2007.

### Article VII:            **Information.**

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Consultant during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Consultant under this Contract or that are otherwise related or relevant to the

## EXHIBIT "Y" - CURRENT CONTRACT

work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request

### Article VIII: Accuracy.

Consultant promises that the information it provides in the work to be performed under this Contract will be accurate, excepting only inaccuracies resulting from incorrect information provided by the Client, the Township, other consultants and/or other public sources. Consultant will not charge Client for necessary corrections to its work and will be responsible for any increased cost incurred by the Client as a result of any inaccuracies in the work, excepting inaccuracies resulting from incorrect information provided by the Client, the Township, other consultants and/or other public sources.

### Article IX: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Exhibits, contains the entire Contract between the Client and Consultant. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. Compliance with Laws. This Contract and all of Consultant's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Consultant represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Consultant shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Dispute Resolution/Arbitration. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.
- F. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Consultant that it is hired by Client to work exclusively for Client (and by extension for the Township should the

**EXHIBIT "Y" - CURRENT CONTRACT**

work be accepted and implemented by the Township) and Consultant agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Consultant's performance of the work.

G. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

Client: City Manager Clay J. Pearson and City Clerk Maryanne Cornelius  
Consultant:

H. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.

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

J. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.

K. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Exhibits, the provisions in the above text shall govern.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Contract in Oakland County, Michigan, as of the date first listed above.

City of Novi ("Client"):

By: David B. Landry ; Mayor

By: Maryanne Cornelius  
MARYANNE CORNELIUS-CITY CLERK

[Signature]  
METCO Services, Inc.  
("Consultant"):

By: Rosana Santos  
, Its V.P.

**EXHIBIT "Y" - CURRENT CONTRACT**

**EXHIBIT A**

See Attached Fee Exhibit effective 04.16.07

EXHIBIT - FEE SCHEDULE

EXHIBIT - FEE SCHEDULE

## EXHIBIT "Y" - CURRENT CONTRACT

### EXHIBIT B

#### PROJECT OVERVIEW, SCOPE & REQUIREMENTS

The following describes the duties and responsibilities of the Architectural Façade Consultant:

1. Michigan Residential Code Reviews.
2. Similar/dissimilar ordinance review for residential construction.
3. Exterior building wall façade materials reviews, reports, and field inspections for commercial, industrial, and residential projects as part of the City's site plan review process.
4. Consultant must be able to complete applicant reviews, including all field inspections and written documentation and reports to City, within fifteen (15) business days from receipt. A penalty will be applied by the City for each day the review is not delivered on time by Consultant. Subsequent follow-up reviews must be completed within fifteen (15) business days. The same penalty shall apply if this review timeline is not met by Consultant.
5. At the request of the City, Consultant must be able to complete some applicant reviews within five (5) business days to meet an expedited schedule as determined by the City.
6. Coordination with all other disciplines (e.g., Planners, City attorneys).
7. Must be able to provide court testimony for ordinance enforcement, litigation, etc.
8. Attend public meetings, hearings, homeowner association meetings, etc. as directed and coordinated by the City of Novi.
9. A registered architect must be identified as one of the principals who would be assigned to the City of Novi.
10. All individuals assigned to the City of Novi must meet Public Act 54 State of Michigan Registration requirements for building code review and all applicable State and local requirements.

**CITY OF NOVI  
CONSULTANT ARCHITECTURAL FAÇADE SERVICES**

**PROPOSED FEES:** Please note that the fee structure shown below is currently being used by the City.

(The fees that are currently in effect are shown in blue, for reference. These have been in effect for approximately 2 years. In general METCO's proposed fees represent a marginal increase of approximately 4% to 6%).

A. Single Family Detached Dwelling Units (Building Dept.)

A.1	Similar/Dissimilar Review	\$120.00 ea.
	Additional Reviews	\$95.00 ea.
	Review of rear Façade	\$35.00 ea.
A.2	Michigan Residential Code (MRC) Reviews (Note 1)	\$140.00 ea.
	Additional Reviews	\$115.00 ea.
	Truss Review (no longer required)	\$35.00 ea.

Note 1 - Michigan Energy Code Review, Brick Ledge, and Top of Footing Review are included in A.2. Brick ledge and Top of Footing reviews consist of examining elevations on approved Plot Plan to correspond to sectional view showing elevation of brick ledge on foundation.

B. Commercial Building Architectural Review (Planning Dept.)

B.1	Façade Reviews (Note 2)	
	Buildings up to 5,000 S.F.	\$300.00 ea.
	Buildings 5,001 S.F. to 15,000 S.F.	\$700.00 ea.
	Buildings 15,001 S.F. to 50,000 S.F.	\$1,100.00 ea.
	Buildings 50,001 S.F. and above	\$1,300.00 ea.
B.2	Site Inspections for Material Sample Board Compliance	\$130.00 / Trip
	Each Subsequent Trip	\$70.00 / Trip

Note 2 -- Multiple building on the same submission shall be treated as separate submissions. Reviews of the initial response from the applicant are included in above fees. Additional re-submissions for the same project shall receive full additional flat rate fees.

EXHIBIT "A" - 1  
Effective 04.16.07

C. Generic Services

C.1	Attendance at (Tuesday) Consultant Meetings	\$250.00/Mtg. ;
C.2	Attendance at City Council or Planning Commission Meetings	\$400.00/Mtg.
C.3	Additional Meetings (non-review related)	Hourly (see D.5)
C.4	Expert Witness	Hourly (see D.5)
C.5	Development and/or Revisions to Façade Ordinance	Hourly (see D.5)
C.6	Other Special Projects requested by the City	Hourly (see D.5)
C.7	In-house Training of staff	N/C
C.8	Continuing Education for Public Act 54 Registration	N/C
C.9	Expert Witness or related activity	Hourly (see D.5)
C.10	Development / Revision to Façade Ordinance	Hourly (see D.5)

D. Reimbursable Cost

D.1	Mileage (within 50 mile radius)	N/C
D.2	Postage, phone, fax, E-Mail, and in-office reproduction	N/C
D.3	Outside Office Reproductions	Cost + 3%
D.4	Storage of in-process plans and Material Sample Boards (Please note that METCO has already rented a heated, Mini-Storage Suite, conveniently located midway between METCO and City Hall, for the sole purpose of storing the Material Sample Boards and files.	N/C
D.5	Personnel Hourly Rate Classifications: *	
	Licensed Architect (Doug Necci)	\$125.00
	Graduate Architect / ACT 54 Certified (Al Hall)	\$90.00
	Graduate Architect (Dan Martel)	\$80.00
	Clerical / Administrative Support	\$35.00

The above rates shall apply to the two year term of this contract.

\*Additional categories are available on METCO 2007 Rate Schedules, available upon request.

N/C = No Charge

EXHIBIT "A" - 2  
Effective 04.16.07

EXHIBIT "Z" – CERTIFICATE OF INSURANCE

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/21/2008

PRODUCER (800)969-4041 FAX (800)969-4081  
Professional Concepts Insurance Agency Inc.  
1127 South Old US Highway 23  
Brighton, MI 48114-9861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED D.R.N. & Associates, Architects, P.C.  
50850 Applebrooke Dr.  
Northville, MI 48167

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: Hartford Fire Insurance Co

00914

INSURER B: XL Specialty Ins. Co.

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	35SBUVS0422	10/15/2008	10/15/2009	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY	35SBUVS0422	10/15/2008	10/15/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
						AUTO ONLY: AGG	\$
		GARAGE LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> ANY AUTO				AGGREGATE	\$
		EXCESS/UMBRELLA LIABILITY					\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTH-ER	
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
B		OTHER Professional Liability Claims Made	DPS9615105	10/15/2008	10/15/2009	Limits: \$1,000,000 Per Claim \$1,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

City of Novi

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Mike Cosgrove/JB

*Michael Cosgrove*