

# CITY of NOVI CITY COUNCIL

**Agenda Item G**  
**April 18, 2011**

**SUBJECT:** Approval to award a one-year renewal option of the Civil Engineering Field Services contract with Spalding DeDecker with no changes to the terms, conditions, or fees in the contract through May 1, 2012.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *BIC*

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

**BACKGROUND INFORMATION:**

The City uses a consultant to provide Civil Engineering Field Services, such as inspection services for private development sites, review of floodplain permit applications, and soil erosion and sedimentation control inspections to ensure compliance with City ordinances. The current agreement for Civil Engineering Field Services was awarded to Spalding DeDecker Associates, Inc. (SDA) on March 23, 2009 with an effective date of May 1, 2009. This agreement contains a two-year term (through May 1, 2011) with a single one year renewal.

The enclosed letter from SDA dated March 21, 2011 requests consideration of the one year extension of the existing agreement with no fee increase. Staff is satisfied with the work performed by SDA and recommends a one-year renewal of the agreement through May 1, 2012.

**RECOMMENDED ACTION:** Approval to award a one-year renewal option of the Civil Engineering Field Services contract with Spalding DeDecker with no changes to the terms, conditions, or fees in the contract through April 30, 2012.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Fischer				
Council Member Margolis				

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

April 11, 2011

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P.O. Box 3040  
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Elizabeth M. Kudla  
Direct: 248-539-2846  
bkudla@secrestwardle.com

Rob Hayes, Public Services Director  
CITY OF NOVI  
26300 Delwal Drive  
Novi, Michigan 48375

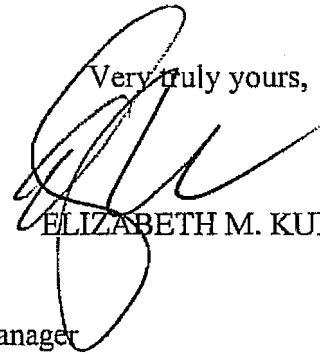
**Re: Civil Engineering Field Services Contract  
Our File No. 55142.NOV**

Dear Mr. Hayes:

We have reviewed the proposal and recommendation to renew the City's Civil Engineering Field Services Contract with Spalding DeDecker Associates, Inc. for an additional term by continuing the April 27, 2009 Agreement for Professional Engineering Services for an additional one-year term. We have no objection to the one-year renewal subject to review and approval of an updated Certificate of Liability Insurance meeting the requirements of the Agreement.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,



ELIZABETH M. KUDLA

EMK

C: Maryanne Cornelius, Clerk  
Brian Coburn, Engineering Manager  
Christopher Robbins and Ted Meadows, Spalding DeDecker  
Thomas R. Schultz, Esquire

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March 21, 2011

Mr. Brian Coburn, P.E.  
Engineering Manager  
Department of Public Services  
Field Services Complex – Engineering Division  
26300 Delwal Drive  
Novi, MI 48375

**Re: City of Novi  
Civil Engineering Field Services Contract**

Dear Mr. Coburn:

In accordance with our contract with the City of Novi for Civil Engineering Field Services, Spalding DeDecker Associates is requesting a one year extension to the contract under the current terms and conditions. We propose to perform all work during this additional year of service under the current contract rate structure.

If you have any questions, please do not hesitate to contact us at our office.

Sincerely,

**SPALDING DeDECKER ASSOCIATES, INC.**

Ted Meadows  
Contract Administrator

cc: Aaron Staup, Construction Engineering Coordinator (e-mail)  
Charles Boulard, Community Development Director (e-mail)  
Christopher Robbins, PE, SDA (e-mail)  
Jim Van Tiflin, PE, SDA (e-mail)



STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF NOVI

AGREEMENT FOR PROFESSIONAL ENGINEERING  
SERVICES BETWEEN

CITY OF NOVI

AND

SPALDING DEDECKER ASSOCIATES, INC.

This Agreement is effective this 27<sup>th</sup> day of APRIL, 2009, and is between the **City of Novi**, 45175 West Ten Mile Road, Novi, Michigan 48375 (hereafter "**City**") and Spalding DeDecker Associates, Inc., 905 South Blvd. East, Rochester Hills, Michigan 48307 (hereafter "**Consultant**").

**RECITALS:**

The City desires to engage the professional services of the Consultant as a consulting municipal engineer, to perform certain day-to-day and project-based services as required by a growing municipality.

The Consultant desires to provide such services, as set forth below and in the attached and incorporated Exhibits, under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. General Scope of Services and Term of Agreement:**

- a. For and in consideration of payment by the City as provided in this Agreement, Consultant shall perform the services described herein, including the services described in the SDA Work Description Exhibit attached hereto, in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, and in compliance with all terms and conditions of this Agreement.
- b. The term of this Agreement shall be two years from the date set forth above, and will be open for review and negotiation by mutual agreement of SDA and the City

of Novi for an additional 1-year term. However, either party may terminate this Agreement upon ninety (90) days written notice to the other party. In the event of termination, Consultant shall be paid as compensation in full for services performed to that date an amount calculated in accordance with SDA Proposal, including Fee Proposal, date February 20, 2009, attached to this agreement. Such amount shall be paid by the City upon Consultant's delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Consultant in performing the services included in this agreement, whether completed or in progress.

- c. This Agreement is based on the ordinances, policies, procedures, or requirements in effect on the date of the Agreement. Any additional office or field services required as a direct and apparent result of the change of such ordinances, policies, procedures, or requirements shall be negotiated to the mutual consent of the City and Consultant.
- d. City agrees that the plans, drawings, or other contracted services are primarily for the use of City. All documents prepared by the engineer, including tracings, drawings, estimates, specifications, field notes, investigations, studies, reports, computer files, field data, notes, etc., in connection with the performance of its duties under this agreement shall become the property of the City upon completion of the services and payment in full of all monies due to the Consultant with respect to the preparation of such document.

## **2. Payment for Services:**

- a. Consultant shall Invoice City monthly on account of Consultant's services. City shall pay Consultant within thirty (30) calendar days of the time of receipt of invoice from Consultant on account.
- b. City agrees that the periodic billing from Consultant to City are presumed to be correct, conclusive with regard to the Scope of Service, and binding on City unless City, within thirty (30) calendar days from the date of receipt of such billing, notifies Consultant in writing of alleged disagreements on the Scope of Services. Errors or discrepancies in billing recognized after 30 calendar days but not more than 180 calendar days after receipt of invoice from Consultant shall be resolved to the mutual satisfaction of both parties. After 180 calendar days after receipt of invoice from Consultant, the professional services provided by SDA shall be viewed as acceptable and closed.
- c. All fees and/or costs associated with or due to any governmental or review agencies arising from the services are the sole responsibility of the City.

## **3. Indemnification and Liability:**

- a. The Consultant agrees to hold harmless and indemnify the City, its officers, agents, employees from and against all claims, demands, suits liability, losses, damages or

costs (including reasonable attorney fees and defense costs) arising out, of or resulting from the Consultant's tortious or negligent acts, errors, or omissions in performing this Agreement.

- b. The City and Consultant acknowledge that the Consultant's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential damages, suspend performance of its services under this Agreement until such time as the City retains appropriate Consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.
- c. The City agrees, to the extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees, stockholders, and Consultants (collectively Consultant) from and against any and all claims, suits, demands, liability, losses, damages or costs, including reasonable attorney's fees and defense costs arising out of or resulting from the City's tortious or negligent acts or errors in performing this Agreement.
- d. Consultant makes no representations concerning site conditions, and Consultant is not responsible for any liability that may arise out of the making or failure to make site surveys, or subsurface tests, or general testing; provided, however, that if the provision of such surveys and testing is required in order for Consultant to provide the particular service being rendered by Consultant under this Agreement in accordance with the professional standard of care set forth in Paragraph 2 below, the making of such representations or the provision of such surveys and testing shall be required.
- e. In providing opinions of probable construction costs, it is recognized that neither the City nor the Consultant has control over the costs of labor, equipment, materials, contractor safety practices, or over a contractor's methods of determining prices or bidding. An opinion of probable construction costs shall be based on a reasonable professional judgment and experience, but shall not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work will not vary from the City's budget or from any opinion of probable cost prepared by the Consultant.
- f. Consultant shall not be liable for damages resulting from the actions or inactions of any governmental agencies including, but not limited to, plan processing; provided, however, that this provision shall not relieve Consultant of its obligations under this Agreement, including all Exhibits hereto, with respect to its securing, or assisting the City in securing, various governmental permits and appraisals in a manner consistent with the standard of care set forth in Paragraph 2 above.

- g. Except as specifically set forth in the City's Request for Proposal dated February 9, 2009, attached hereto, City acknowledges that Consultant is not responsible for the performance or work by third parties including, but not limited to, construction contractors or their subcontractors.

**4. Insurance:**

- a. During the term of this Agreement, Consultant shall obtain and maintain in full force, at its own expense, the following insurance coverage in not less than the following amounts:
  - i. Worker's Compensation insurance relative to all Personnel engaged in performing services pursuant to this Agreement, with coverage not less than that required by applicable law,
  - ii. Comprehensive General Liability Public Liability, to protect all Personnel engaged in performing services pursuant to this Agreement, with coverage not less than the amount of \$3,000,000 per occurrence;
  - iii. Professional Liability (Including Errors and Omissions) Insurance in the amount of \$3,000,000 per claim
  - iv. Automotive Insurance covering all owned, hired, and non-owned vehicles with insurance to comply with the Michigan No-Fault Insurance Law, including Regional Liability Insurance with minimum bodily injury limits of \$3,000,000 each occurrence and minimum property damage of \$3,000,000 per occurrence.
- b. Consultant shall be responsible for all deductibles contained in any insurance required hereunder.
- c. If during the term of this Agreement changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate existing insurance limits, the Consultant will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such reasonable additional insurance coverage cost shall be paid for by the City of Novi, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
- h. All policies shall name the Consultant as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice to the City.
- i. All insurance policies shall name the City of Novi, its officers, agents, and employees as additional insured. Certificates of Insurance evidencing such coverage shall be submitted to Sue Morianti, Purchasing Manager, City of Novi, 45175 West Ten Mile Road, Novi, MI 48375-3024 prior to the commencement of performance

under this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies.

- j. If any service is sublet in connection with this Agreement, the Consultant shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Consultant.
- k. The provisions requiring the Consultant to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Consultant under this Agreement.

## **5. Entire Agreement**

- a. This Agreement contains the entire agreement between the City and Consultant relating to services to be provided by Consultant to the City. Any prior agreements, promises, negotiations, and representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both City and Consultant.
- b. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

## **6. Assignment:**

Neither City nor Consultant shall assign this Agreement without the prior written consent of the other.

## **7. Severability:**

Waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on City and Consultant, unless the court's action or holding has the effect of frustrating the purpose of this Agreement.

## **8. Delays:**

Deliverables (approval letters, rejection letters, sign-offs, punch lists, inspection reports, Inspector's Daily Reports or IDR's, etc.) shall be submitted to appropriate City staff no later than ten (10) working days after the work is performed.

Consultant is not responsible for delay caused by activities or factors beyond the Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, service slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or product promptly, faulty performance by the City or the City's other contractors or government



agencies. When such delays beyond the Consultant's reasonable control occur, City agrees Consultant is not responsible for damages nor shall Consultant be deemed to be in default of this Agreement.

No charges or claims for damages shall be made by the Consultant for delays or hindrances from any cause whatsoever during the progress of any portions of the services specified in this Agreement, except as hereinafter provided.

In case of a substantial delay on the part of the City in providing to the Consultant either the necessary information or approval to proceed with the service resulting through no fault of the Consultant, in delays of such extent as to require the Consultant to perform its services under changed conditions not contemplated by the parties, the City will be responsible for supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data.

When delays are caused by circumstances or conditions beyond the control of the Consultant as determined by the City, the Consultant shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the Consultant to proceed to complete the services, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein set forth.

#### **9. Conflict of Interest:**

Consultant during the term of this Agreement, shall undertake no private or public third party services for projects within the City of Novi boundaries either as a principal or subcontractor for which the Consultant will be directly responsible for approval. The City recognizes that the Consultant may have already entered into contracts with other private or public third party services for projects within the City of Novi boundaries either as a principal or subcontractor, such as MDOT, DWSD, RCOC, School Districts, Land Developers or others, and as such the City of Novi will allow the completion of these services by Consultant by assigning the review and approval of these projects to other City Consultants during the completion period.

Consultant shall provide written notice to the City of Novi within thirty (30) calendar days of entering into any private or public contracts it currently has or during the duration of this contract for services outside the City of Novi with an entity that is also known by Consultant to be performing services within the City of Novi.

#### **10. Disclosure:**

Consultant affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional design services to the City within the two years preceding the execution of this Agreement. A campaign contribution, as defined



[signatures continue on following page]

By Maryanne Cornelius  
Maryanne Cornelius, Clerk

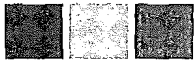
**SPALDING DEDECKER ASSOCIATES, INC.**

By David A. Lakin  
David A. Lakin, President

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# SDA Work Description

March 19, 2009



## Scope of Services

The following numbered sections correspond to the Request for Qualifications, Section D – Scope of Services.

### 1) Land Improvement Review and Inspections

- New Residential Land Improvement Reviews.
- Minor Land Improvement Reviews.
- Footing Inspections.
- Grading Inspections.
- Minor Land Improvement Inspections.
- LIP Portal Updating and Management.
- Portal Update and Management.

### 2) Occupancy Certificate Inspection for Projects with Outstanding Site Items

- Site evaluation walkthrough to determine scope of outstanding items (Site, ROW, Storm and SESC) and cost estimate to close out project.
- Provide punch list and cost estimate.
- Verification of punch list completion.
- Provide appropriate close out documentation.
- Portal Update and Management.

### 3) Soil Erosion and Sedimentation Control (SESC) Responsibilities

- Inspection for approval of silt fence and mud mat(s) locations and installation for SESC compliance.
- Inspection for installation of approved inlet protection filters in existing and constructed storm sewer catch basins.
- Observe conditions of adjacent roads to ensure they are swept and maintained regularly.
- Routine inspections according to established procedures to ensure that SESC measures are maintained.
- Inspections after rain events to ensure that SESC measures have not been compromised.
- Verify permit is posted on-site.
- Provide reports on City of Novi standard forms sent to the Ordinance Enforcement Department, as well as the Engineering Division by email, U.S. Mail, and posting on SDA's City of Novi web based portal.
- Provide written notification of deficiencies to developers' representatives and the City of Novi.
- Attendance of Show-Cause Hearing when necessary.
- Review site for acceptable stabilization and close out of the Soil Erosion Sedimentation permit and submit close-out document.
- Portal Update and Management.

### 4) Right-Of-Way (ROW) Inspections

- Complete ROW inspection via reports, standard City checklists, pictures of the current conditions, and ultimately a recommendation notice to the City and Developer of the rejection or acceptance of the Right-Of-Way.
- Portal Update and Management.

### 5) Construction Inspection Services

- Provide full-time field inspection for the installation of water main, sanitary sewer, and storm sewer.
- Witness all water main pressure testing, bacteria testing, and flushing of the constructed water main.
- Schedule and witness the sanitary sewer televising and air testing.



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Engineering | Infrastructure | Land Development | Surveying  
(800) 598-1600

# SDA Work Description

March 19, 2009



- Provide inspection of the sanitary sewer lead from the Monitoring Manhole to the building in conjunction with the Community Development's Building Department.
- Provide part time milestone paving and grading inspections.
- Produce daily reports using MDOT's FieldBook software with associated pictures.
- Reports are reviewed and signed by Ted Meadows. These reports and pictures are posted on SDA's City of Novi web based portal for review at any time by City Staff. The reports and pictures from the previous week will be posted on the portal by the end of business of the proceeding Monday.
- Construction Technicians will update the approved plan with field measured information gathered and witnessed during construction.
- Provide construction materials review for compliance with City specifications, standards, and details.
- Portal Update and Management.

## Material Testing

- Coordinate material testing services with the Developer at the Site Pre-Construction Meeting.
- The Developer is responsible for hiring a material testing agency for the testing of any fills, backfill of trenches, and paving on-site. The testing agency generates reports and provides to SDA for review and compliance.
- The testing agency also forwards the test reports within the footprint of the building to the City's Building Department.
- SDA provides QA/QC material testing per the discretion of the Team Leader, Ted Meadows. SDA utilizes the services of Testing Engineers & Consultants, Inc. (TEC) for any confirmation testing.

## Easement Document Review

- SDA reviews public utility easements and warranty deeds for public road rights-of-way, ingress/egress, drainage, grading, and sidewalk easements. We verify that the survey exhibits and legal descriptions match the City's approved development plans.
- SDA also reviews storm water maintenance easement agreements for conformance to the City's Storm water Ordinance. This includes not only a review of the included survey exhibits, but also confirmation of the proposed maintenance items and frequency defined in the maintenance schedule.
- Portal Update and Management.

## Record Drawing Preparation

- CAD Drawing for Black-Line Paper Drawings (Standard Record Drawings)

Field-measurements are performed for underground utilities including water main, storm sewer, and sanitary. Also included is pavement within the public right-of-way only. All measurements are referenced to the City of Novi vertical datum, which is the *North American Vertical Datum of 1988 (NAVD88)*. Measurements include pavement elevations, structure rim elevations, pipe invert elevations, length of pipe between structures, and pipe slope. Information is added to the engineering plans prepared by others, with the design information cross-out and the measured information added with the notation "A.B." to signify an as-built measurement. Plans are plotted in a .pdf or .tiff image format and provided to the City electronically.

For sites with a detention basin, field-measurements are obtained along the top and toe of slope, and detailed information is measured for the inlet and overflow structures. A digital terrain model and contours are produced for the basin. Using the field-measured data, the pond volume is computed and compared with the design criteria.

# SDA Work Description

March 19, 2009



- CAD Drawing Used to Facilitate Conversion to GIS Data

In addition to the record drawings created from the engineering plans by others, we produce a separate drawing to facilitate transfer of the data directly into the City's GIS.

## 6) Occupancy Inspections and Financial Guarantee Adjustments

- SDA will perform site inspections in the form of preliminary walkthroughs and site walkthroughs to assist the City of Novi when issuing a Temporary Certificate of Occupancy (TCO) and/or Certificate of Occupancy (C of O).
- Once the site utilities have been installed tested, accepted, and the road/parking lot stone base has been installed, a preliminary walkthrough of the project utilities is performed to ensure all of the utility structures up to this point have been installed satisfactorily and have no visible damage. This inspection is focused primarily on the storm sewer structures in the curbs and pavement due to their consistency of being damaged after the stone base has been placed and during paving and curb placement. At this time SDA ensures that these catch basins are located and centered per the approved plan and verifies that they are completely sealed inside and out. This preliminary walkthrough provides the City and SDA with a documented baseline date when all utility structures were in an acceptable state.
- From this preliminary walkthrough a punch list is provided to the Developer for their distribution and coordination of corrections. The Developer contacts SDA when the punch list corrections will commence, and SDA inspects the corrections and documents the date(s).
- Upon completion of the base course of asphalt and once the developer provides a request for a TCO to the City's Community Development Department SDA will perform a preliminary TCO walkthrough without the City. Upon successful completion of punch list from this walkthrough SDA will schedule another walkthrough with the City's Staff, contractor and developer. Once all punch list items are complete and satisfactory, SDA verifies the items and provides the City with an Acceptable-for-Service Declaration. The Acceptable-for-Service Declaration informs the City "that the site utilities and base course pavement for this project have been constructed in accordance with the approved construction plans." This document only recognizes that the site utilities and **base course asphalt** are satisfactory at this time. This follows the protocol for Chapter 26.5 of the Novi Code Ordinances which only allows the top course of asphalt to be bonded for a TCO; all other punch list items must be completed per the ordinance.
- In addition to the notification that the site is currently satisfactory, SDA recommends to the City an applicable adjusted amount for the incomplete financial guarantee. The recommended financial guarantee amount is a current cost estimate for the remaining top course of asphalt to be placed and any possible asphalt road repairs. This amount is generally a reduction and incorporates the City multiplier of 1.5.
- Once the top course of asphalt and landscaping is placed, SDA and the Developer perform the final walkthrough to review the site utilities, grading, and paving for conformance with the plans and City requirements. A punch list is then generated and given to the developer for satisfactory completion.
- SDA to perform the Site Amenities Inspection prior to C of O. This inspection is a review and verification of site plan items.
- SDA to witness that the storm sewer system has been cleaned and vacuumed to remove all sediment and debris. A disposal manifest is also required to ensure the waste is disposed of properly at a certified landfill.
- Once final punch list items are complete, the disposal manifest is provided, and the Site Amenities Inspection is approved, the site is recommended to the Engineering Division for acceptance. SDA submits a Site Work Final Approval letter to the Engineering Division and recommends the Incomplete Site Work/Utilities Financial Guarantee be released.
- SDA to review and approve the Acceptance Documents for private development projects.



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# SDA Work Description

March 19, 2009



## 7) Environmental, Site, and Full Site Pre-Construction Meeting Coordination

- If time allows, SDA will perform a pre, pre-construction site walk-through with the approved site plan. This will better familiarize SDA with the actual, current condition of the site and to determine any necessary adjustments. These conditions and adjustments can then be discussed in the pre-construction meeting.
- Coordinate and hold Site Pre-Construction Meetings and Full Site Pre-construction Meetings. SDA prepares the meeting agenda, meeting minutes, and Emergency Contact List and distributes the minutes and other related documents to meeting attendees. All types of Pre-Construction Meetings are held at City of Novi-provided meeting facility. All pre-construction meetings will be audio-recorded.
- Provide and review during the meeting the City's Non-Residential or Residential Requirements for a Site Walkthrough and Project Completion. This document is designed to notify the Developer and Contractor in writing of the City's construction requirements under Chapter 26.5 to receive a TCO and C of O.
- Coordinate and hold the Environmental, Grading and "Special" Pre-Construction Meetings
- Upon completion of the Pre-Construction Meeting, SDA revises the meeting minutes and emails .pdf files of the following to all attendees: Pre-Construction Meeting Minutes, business cards, Facade Inspection, Grading Permit, and Requirements for a Site Walkthrough. In addition, the Pre-Construction meeting is posted on SDA's City of Novi portal.

## 8) Site Amenities Inspection

- Provide Site Amenities Inspection and documentation. This inspection is performed as a requirement for projects prior to the issue of a C of O.
- Portal Update and Management.

## 9) Coordination of Services

- SDA will coordinate review services with other disciplines, i.e., other City consultants, attorneys and departments. We will also implement, coordinate, review and amend procedures with each discipline, as necessary.

## 10) Court Testimony for Ordinance Enforcement

- SDA to provide a registered Professional Engineer experienced with court proceedings to provide expert testimony on cases involving ordinance violations. It is anticipated that most of this testimony will involve violations regarding SESC permits.

## 11) Attend Public Meetings and Hearings

- SDA professional staff will attend and host/hold necessary Public Informational Meetings and Public Comment Meetings and Hearings. Mr. Robbins and Mr. Meadows will participate and manage construction related meetings, environmental, and plan review-related meetings.
- All public meeting agendas will be drafted and presented to City staff prior to the meetings to assure conformance with City goals. We will prepare meeting minutes and distribute to attendees as requested by the City.

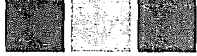
## 12) Site Plan Review for Compliance with City Codes and Requirements

- SDA understands that Site Plan Review is currently performed by the City of Novi Engineering Division. If SDA is asked to provide support to the City for site plan reviews and soil erosion and sedimentation plan reviews, we are prepared to respond to the City's needs. We will assist City Staff in confirming compliance of proposed site plans with City ordinances, specifications, standards, and details.



# SDA Work Description

March 19, 2009



## 13) Floodplain Responsibilities and Qualifications

- SDA understands that floodplain review is currently performed by the City of Novi Community Development Department. If SDA is asked to provide support to the City for floodplain reviews, we are prepared to respond to the City's needs. We will assist City Staff in confirming compliance with the National Flood Insurance Program.

## 14) Private and Linear Projects without a Site Plan - Spot Inspections

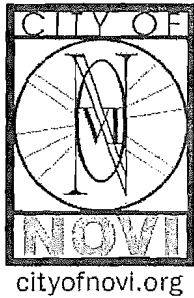
- SDA to provide inspection services and documentation for these new types of projects.

## 15) Maintenance and Guarantee Bond Inspection Protocol

- SDA will track the two-year Maintenance and Guarantee Bond term and perform an inspection and associated report(s) to the City, prior to the M & G Bond expiration.
- SDA will issue an inspection report detailing conditions of relevant public utilities/roads with recommendations for correction if warranted.
- SDA will schedule a final inspection to verify the work has been completed to the satisfaction of SDA and appropriate City Staff. A final report will be issued documenting corrective action.
- If said corrective actions are not deemed sufficient during the final inspection, SDA will await direction from City personnel on an acceptable way to proceed amenable to the Developer/Contractor team, City staff, and SDA.

## 16) Minor Design and Construction Projects, Studies, and Reviews

- SDA when requested by the City will provide major and minor design services to the City for a full range of municipal needs.
- Mr. James Van Tiflin, PE will coordinate these professional services, should the City of Novi request assistance.



**CITY OF NOVI, MICHIGAN**  
**REQUEST FOR QUALIFICATIONS (RFQ)**

February 9, 2009

**CIVIL ENGINEERING FIELD SERVICES**

**A. General.** The City of Novi, Michigan (population 52,231, located in Oakland County) seeks highly qualified firms to provide civil engineering field services for private commercial, industrial and residential development sites. The selected consultant will provide professional engineering services in support of the City Council, Planning Commission, and the City's Engineering, Public Works, and Community Development Departments. Details pertaining to the City and its organization are available on the City's website, [www.cityofnovi.org](http://www.cityofnovi.org)

**B. Schedule.** The process for selecting a civil engineering field services consultant will follow this schedule:

City issues RFQ	February 9, 2009
Deadline for written questions	February 17, 2009
<b>Qualifications submittal due</b>	<b>February 20, 2009 by 5:00 P.m.</b>
Contract award	March 9, 2009
Contract effective date	April 1, 2009

**C. Minimum Qualifications.** Firms interested in submitting qualifications shall meet the following minimum requirements:

- 1) The firm shall have an established office, prior to the date of this RFQ, within thirty (30) miles of the City of Novi that is staffed with personnel who provide civil engineering field services.
- 2) With the exception of geotechnical/sub-surface investigation services, the firm shall perform all duties listed below in the Scope of Services section of this RFQ without the use of sub-consultants.
- 3) The firm shall employ a minimum of three (3) licensed professional engineers, all of whom shall be registered in the State of Michigan.

- 4) The firm shall employ at least one (1) licensed professional surveyor who shall be registered in the State of Michigan.
- 5) The firm shall have at a minimum, ESRI® ArcGIS® Desktop (ArcView® & ArcInfo®), version 9.3 or better and AutoCad® Land Development Desktop to include AutoCad® Map 3D software packages for record drawing preparation.
- 6) The firm shall employ a qualified Construction Project Manager, who has a minimum of ten (10) years of experience in construction management and/or inspection related services on commercial, industrial and residential development sites. This individual shall have knowledge of *Field Manager* software, construction standards, specifications and details currently used by the City of Novi, Oakland County, Michigan Department of Environmental Quality, and Michigan Department of Transportation.
- 7) The firm shall employ and be capable of providing up to five (5) qualified full-time construction inspectors (other than the project manager) during the term of the contract with the knowledge and understanding of *Field Book* software.
- 8) The firm shall employ at least one person certified in administering Part 91, Soil Erosion and Sedimentation Control, of the Natural Resources and Environmental Protection Act as enforced by the Michigan Department of Environmental Quality – Water Bureau. (Because the City of Novi is a Municipal Enforcing Agency, a firm that only presents a certified Storm Water Operator will not meet this requirement.)
- 9) The firm shall employ at least one person registered as a Certified Floodplain Manager (CFM).
- 10) The firm shall demonstrate that it possesses relevant municipal engineering consulting experience.

**D. Scope of Services.** The following describes the duties and responsibilities of the civil engineering field services consultant and constitutes the basis for the firm's qualifications submittal and fee determination.

- 1) Conduct land improvement reviews and inspections (e.g., grading/drainage, grades of structures brick ledges, footings, etc.) for individual residential lots.
- 2) Provide occupancy certificate inspection services for projects that have outstanding work items remaining (and financial guarantees posted with the City to ensure completion.)

- 3) Perform soil erosion and sedimentation control plan reviews, inspections and ordinance violation investigations.
- 4) Complete right-of-way inspections and associated reports as they relate to approved site plans issued by the City of Novi.
- 5) Provide construction inspection, material testing, easement review, and preparation of record or as-built drawings for paving and utility construction for private developments.
- 6) Perform inspections and make resultant recommendations for financial guarantee adjustments and occupancy permits.
- 7) Coordinate and conduct all pre-construction meetings (environmental, full-site, special, supplementary and/or Temporary Certificate of Occupancy) relating to site plan work.
- 8) Provide inspection of site amenities (i.e., above-ground site plan features, excluding landscaping and building façade) and associated reports.
- 9) Coordinate with all other disciplines (e.g., soil erosion, wetlands and woodland protections, City attorneys, etc.), as needed.
- 10) Provide court testimony for ordinance enforcement, as needed.
- 11) Attend public meetings (i.e., hearings, homeowner association meetings, etc.) as directed by the City of Novi.
- 12) Review site plans for compliance with all City codes and requirements.
- 13) Review FEMA Floodplain, conduct floodplain inspections and prepare/update the City's FEMA Community Rating System (CRS).
- 14) Provide spot inspections for private projects that do not have an associated site plan (i.e., linear projects by franchised utilities).
- 15) Perform maintenance and guarantee bond inspections and provide associated reports (prior to the expiration of the bond) to City Engineering and DPW Staff.
- 16) Conduct minor engineering studies and reviews (e.g., culvert design), as needed.

Deliverables (approval letters, rejection letters, sign-offs, punch lists, inspection reports, Inspector's Daily Reports or IDR's, etc.) shall be submitted to appropriate City staff no later than ten (10) working days after the work is performed.

#### **E. Format Requirements for Qualifications Submittal.**

The qualifications submittal shall contain no more than 30 pages using a 10-point font size, including transmittal letter and resumes of key people, but

excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each qualifications submittal shall adhere to the following order and content of sections. The submittal should be straightforward, concise and provide “layman’s” explanations of technical terms that are used. Submittals that appear to be unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of the requirements spelled-out in the RFQ may be rejected.

The following sections are to be included in the submittal, in the following order:

- 1) Cover letter – A cover letter, not to exceed three pages in length, should summarize key elements of the submittal. An individual authorized to enter into a contract with the City of Novi must sign the letter. The letter must stipulate that the submittal price(s) will be valid until a contract is awarded or for a period of at least 180 days, whichever occurs first; and shall indicate the address and telephone number of the firm’s nearest office to the City of Novi and the primary office from which the services described in the RFQ will be provided.
- 2) Background and Project Summary Section – This section should describe the firm’s understanding of the City and its needs relative to the services described in the RFQ; the objectives to be accomplished; and a detailed description of the services to be rendered.
- 3) Methodology Section – Provide a detailed description of the approach to be used to provide the services described in the RFQ, including: a) an Implementation Plan that describes in detail the methods for providing these services, including controls the firm implements to control/manage similar projects; b) a detailed description of efforts the firm will undertake to achieve client satisfaction and to satisfy the requirements of the RFQ; c) a detailed description of specific tasks the firm will require from City Staff, if any, to successfully complete the services.
- 4) Staffing Section – Provide résumés of individuals who will be performing these services and indicates the functions that each person will carry out. (During the contract period, if the firm chooses to assign different personnel, then the firm must submit their names and qualifications, including information listed above, to the City for advanced approval.)

5) **Qualifications Section** – This section should describe the qualifications of the firm in regard to providing similar scopes of service within the past five (5) years. Information presented in this section shall include:

- a) A general summary of the firm's demonstrated capabilities and experience.
- b) Detailed descriptions of projects similar in nature to the services described in the RFQ.
- c) Names of key staff who participated in referenced projects and their specific responsibilities with respect to the services described in the RFQ.
- d) A minimum of three (3) references from entities that received similar services from the firm. The City of Novi reserves the right to contact any of the organizations or individuals listed. Information provided shall include: 1) client name, 2) project description, 3) project start and end dates, and 4) client contact name, telephone number and e-mail address.

**F. Fee for Services.** In a separate sealed envelope, provide a completed fee determination form (Attachment A) for services described in the RFQ. Fees will be effective for the two-year term of the agreement. Fees may be reviewed and negotiated by mutual agreement of the City of Novi and the firm for a renewable additional two-year term.

**G. Qualifications Submittal Evaluation.** The City's consultant evaluation and selection process is based on the Qualifications Based Selection (QBS) process for professional services. The City may use some or all of the following criteria in its evaluation and selection process. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- 1) Compliance with the RFQ requirements.
- 2) Understanding of the Scope of Services.
- 3) Recent experience in conducting similar scopes of work for other public agencies.
- 4) Staff's educational background, work experience and relevant consulting experience.
- 5) References.

6) Fee.

The City may contact and evaluate the firm's references; contact the firm to clarify any response; contact any of the firm's current clients; solicit any information from any available source concerning any aspect of a submittal; and seek and review any other information deemed pertinent to the evaluation process.

The evaluation committee will not be obligated to accept the lowest priced submittal, but shall make an award recommendation based on the best interests of the City. After qualifications submittals have been reviewed, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the submittal. The firm's primary individual who would be directly responsible for carrying out the contract, if awarded, shall be present at the oral interview.

A Notification of Intent to Award will be sent to the selected firm. Award is contingent on the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing firms unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring firm or withdraw the RFQ.

**H. Term of Engagement.** The term of the agreement will be two years, renewable up to two additional years, with a 90-day cancellation clause that may be exercised by either party.

**I. Disclosures.** A firm that responds to this RFQ shall indicate in the qualifications submittal any existing conflicts of interest and potential conflicts of interest that may arise if the firm is awarded a contract, in addition provide a list of current municipal contracts within Oakland, Genesee, Wayne, Washtenaw, Macomb and Livingston Counties. If applicable, provide a list of property and other assets the firm owns that are located within the City of Novi.

**J. Standard Terms and Conditions.**

- 1) Addenda – The City reserves the right to amend this RFQ prior to the submittal due date.
- 2) Cost for Preparing Submittal – The cost for developing the submittal is the sole responsibility of the firm. All submittals become the property of the City.

- 3) **Contract Discussions** – Prior to award, the apparent successful firm may be required to enter into discussion with the City to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the submittal may be rejected and discussions will be initiated with the second highest scoring firm.
- 4) **Confidentiality Requirements** – Submittals are subject to the Freedom of Information Act, and as such the City cannot protect proprietary data that may be contained in the firm's submittal.
- 5) **Financial Information** – The City reserves the right to request a submitting firm to provide sufficient data to allow for an evaluation of the firm's financial status.
- 6) **Insurance Requirements** – Within ten (10) consecutive calendar days of award of contract, the successful firm must furnish the City with the Certificates of Insurance proving coverage as specified in Attachment B. Also, these certificate(s) shall name the City of Novi, its officers and agents, as additionally insured by endorsement. Failure to furnish the required certificates within the time allowed may result in disqualifying the firm for contract award.

***The City strongly encourages all submitting firms to review the Sample Agreement (Attachment B) and Insurance Requirements before responding to the Request for Qualifications, and to notify the City of any exceptions to the requirements prior to making a submittal.***

#### **K. Process for Making a Qualifications Submittal.**

- **Content of Submittal** – The submittal must use the format indicated in the Format Requirements for Qualifications Submittal section of this RFQ.
- **Preparation of Submittal** – Each submittal must be prepared simply and economically, sufficient to provide a complete, accurate and reliable presentation. Avoid the use of elaborate promotional materials.
- **Number of Submittals** – Submit five (5) bound copies and one (1) unbound copy of your submittal in sufficient detail to allow for a thorough evaluation and comparative analysis.
- **Submittal Due Date** – Completed qualifications submittals must be submitted by **5:00 pm (EST), Friday, February 20<sup>th</sup>, 2009** along with **proposed fee determination forms in separate sealed envelopes**



marked “Civil Engineering Field Services - Qualifications” and “Civil Engineering Field Services Qualifications - Fee Determination”, respectively, to:

*City of Novi*  
*Office of the City Clerk*  
*Attn: Sue Morianti, Purchasing Manager*  
*45175 W. Ten Mile Road*  
*Novi, Michigan 48375-3024*

- Inquiries – Questions about this RFQ must be directed in writing, via e-mail to:

Aaron Staup, Construction Engineer  
[astaup@cityofnovi.org](mailto:astaup@cityofnovi.org)

From the date that this RFQ is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City employee other than the two individuals listed above in regard to this RFQ. The City reserves the right to reject any submittal for violation of this provision. Only written questions will be accepted, and only written responses to questions will be binding upon the City.

Attachments/Appendix

Attachment A – Fee Determination Form

Attachment B – Sample of Consulting Engineering Agreement

Appendix A-1 – Soil Erosions & Sedimentation Control Inspection Fee Escrow Determination Form (for reference only)

Appendix A-2 – Construction Inspection Fee Schedule (for reference only)

**ATTACHMENT B**  
**CONSULTING ENGINEERING AGREEMENT**

This Agreement shall be considered as made and entered into as of the date of the last signature hereon, and is between the City of Novi, 45175 W. Ten Mile Road, Novi, MI 48375-3024, hereafter, "City," and \_\_\_\_\_, whose address is \_\_\_\_\_, hereafter, "Engineer."

**RECITALS:**

NOW, THEREFORE, in consideration of the foregoing, the City and Engineer agree as follows:

**Section 1. Work.**

For and in consideration of payment by the City as provided under the "Payment for Engineering Services" section of this Agreement, Engineer shall perform the work described in the manner provided or required by the following Contract Documents, which are attached to and made a part of this Agreement as Exhibits \_\_ through \_\_, all of said work to be done in a competent, efficient, timely, good and workmanlike manner, in accordance with the customary standard of care, and in compliance with all terms and conditions of this Agreement.

- |           |  |
|-----------|--|
| Exhibit A | Work Description   |
| Exhibit B | City's Request for Proposals dated _____.                |
| Exhibit C | Engineer's Proposal, including Fee Proposal dated _____. |

**Section 2. Payment for Engineer Services.**

1. Basic Fee.
2. Payment Schedule for Basic Fee.

Engineer shall submit monthly statements for Basic Services rendered. The statements shall be based on (as required in RFP) for services actually completed for each task as set forth in Exhibit A at the time of billing. The monthly statements shall be accompanied by a written description of the status of project progress for that month. The City shall confirm the correctness of such statements, and may use the City's own Engineer for such purposes. Upon such confirmation, the City shall pay the amount owed within 30 days.

Final billing under this agreement shall be submitted in a timely manner but not later than three (3) months after completion of the services. Billings for work submitted later than three (3) months after completion of services will not be paid. Final payment will be made upon completion of audit by the City.

3. Payment Schedule for Expenses.

As compensation for expenses, when incurred in direct connection with the project, and approved by the City, the City shall pay the Engineer its actual cost.

**Section 4. Ownership of Plans and Documents; Records.**

1. Upon completion or termination of this agreement, all documents prepared by the Engineer, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service shall become the property of the City.

2. The City shall make copies, for the use of the Engineer, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Engineer under this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body.

3. The Engineer shall furnish to the City, copies of all maps, records, field notes, and soil tests that were developed in the course of work for the City and for which compensation has been received by the Engineer.

**Section 5. Termination.**

1. This Agreement may be terminated by either party upon fourteen (14) days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party.

2. This Agreement may be terminated by the City for its convenience upon three (3) days' prior written notice to the Engineer.

3. In the event of termination, as provided in this Article, the Engineer shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Section 2 of this Agreement. Such amount shall be paid by the City upon the Engineer's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and that other information and materials as may have been accumulated by the Engineer in performing the services included in this Agreement, whether completed or in progress.

**Section 6. Disclosure.**

The Engineer affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate

family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional design services to the City within the two years preceding the execution of this Agreement. A campaign contribution, as defined by Michigan law shall not be considered as a valuable gift for the purposes of this Agreement.

**Section 7. Insurance Requirements.**

1. The Engineer shall maintain at its expense during the term of this Agreement, the following insurance:

- a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **not less than that is required by applicable law** for each accident.
- b. **Commercial General Liability Insurance** – The Engineer shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an “Occurrence Basis” with limits of liability not less than **\$3,000,000** (Three Million Dollars) per occurrence combined single limit.
- c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$3,000,000** (Three Million Dollars) each person and **\$3,000,000** (Three Million Dollars) each occurrence and minimum property damage limits of **\$3,000,000** (Three Million Dollars) each occurrence.
- d. The Engineer shall provide proof of **Professional Liability** coverage in the amount of not less than **\$3,000,000** (Three Million Dollars) per occurrence and/or aggregate.

2. The Engineer shall be responsible for payment of all deductibles contained in any insurance required hereunder.

3. If, during the term of this Agreement, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Engineer will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Engineer's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

4. All policies shall name the Engineer as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City. Commercial General and Automobile Liability policies shall name the City of Novi, its officers, agents and employees as additional insured.

Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Attn: Purchasing Department, 45175 West Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies.

5. If any work is sublet in connection with this Agreement, the Engineer shall require each sub-consultant to effect and maintain at least the same types and limits of insurance as fixed for the Engineer.

6. The provisions requiring the Engineer to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Engineer under this Agreement.

7. The City has the authority to vary from the specified limits as deemed necessary.

**Section 8. Indemnity and Hold Harmless.**

1. The Engineer agrees to save harmless and defend the City against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City may suffer as a result of claims, demands, costs, or judgments against it arising from, out of or in consequence of the performance of this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, its officers, agents or employees.

2. The Engineer agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Agreement. Further the Engineer agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Engineer's performance under this Agreement.

**Section 9. Nondiscrimination.**

The Engineer shall not discriminate against any employee, or applicant for employment because of race, color, sex, age or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Engineer further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 4563) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this Agreement.

**Section 10. Applicable Law.**

This Agreement is to be governed by the laws of the State of Michigan and the City of Novi Charter and Ordinances.

**Section 11. Approval; No Release.**

Approval of the City shall not constitute nor be deemed release of the responsibility and liability of Engineer, its employees, associates, agents and consultants for the accuracy and competency of their designs, working drawings, and specifications, or other documents and work; nor shall that approval be deemed to be an assumption of that responsibility by the City for any defect in the designs, working drawings and specifications or other documents prepared by Engineer, its employees, subcontractor, agents and consultants.

After acceptance of final plans and special provisions by the City, Engineer agrees, prior to and during the construction of this project, to perform those engineering services as may be required by City to correct errors or omissions on the original plans prepared by Engineer and to change the original design as required.

**Section 12. Compliance With Laws.**

This Agreement and all of Engineer's work and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because the City is a public governmental agency or body. Engineer represents that it is in compliance with all such laws and eligible and qualified to enter into this Agreement.

**Section 13. Notices.**

Written notices under this Agreement shall be given to the parties at their addresses on page one by personal or registered mail delivery to the attention of the following persons:

City: Rob Hayes, P.E., City Engineer and Maryanne Cornelius, Clerk, with a copy to Gerald A. Fisher, Secrest, Wardle, Lynch, Hampton, Truex & Morley, 30903 Northwestern Highway, Farmington Hills, MI 48334.

Engineer:

**Section 14. Waivers.**

No waiver of any term or condition of this Agreement 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.

**Section 15. Inspections, Notices, and Remedies Regarding Work.**

During the performance of the work by Engineer, City shall have the right to inspect the work and its progress to assure that it complies with this Agreement. If such inspections reveal a defect in the work performed or other default in this Agreement, City shall provide Engineer with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Engineer shall correct the specified defects or defaults

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within the time specified. Upon a failure to do so, the City may terminate this Agreement by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Engineer, or, preserve the claims of defects or defaults without termination by written notice to Engineer.

**Section 16. Delays.**

No charges or claims for damages shall be made by the Engineer for delays or hindrances from any cause whatsoever during the progress of any portions of the services specified in this agreement, except as hereinafter provided.

In case of a substantial delay on the part of the City in providing to the Engineer either the necessary information or approval to proceed with the work, resulting, through no fault of the Engineer, in delays of such extent as to require the Engineer to perform its work under changed conditions not contemplated by the parties, the City will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data.

When delays are caused by circumstances or conditions beyond the control of the Engineer as determined by the City, the Engineer shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the Engineer to proceed to complete the services, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein set forth.

**Section 17. Assignment.**

No portion of the project work, heretofore defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent of the City. Consent to sublet, assign, or otherwise dispose of any portion of the services shall not be construed to relieve the Engineer of any responsibility for the fulfillment of this agreement.

**Section 18. Dispute Resolution.**

The parties agree to try to resolve any disputes as to contract administration or otherwise in good faith. In the event that the parties cannot resolve any reasonable dispute, the parties agree to seek alternative dispute resolution methods agreeable to both parties and which are legally permissive at the time of the dispute. The parties agree to use their best efforts to resolve any good faith dispute within 90 (ninety) days notice to the other party. In the event the parties cannot resolve that dispute as set forth above, they may seek such remedies as may be permitted by law.

WITNESSES

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

The foregoing \_\_\_\_\_ was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2009, by \_\_\_\_\_ on behalf

\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

WITNESSES

CITY OF NOVI

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

\_\_\_\_\_  
By: David Landry  
Its: Mayor

\_\_\_\_\_  
By: Maryanne Cornelius  
Its: City Clerk

The foregoing \_\_\_\_\_ was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2009, by \_\_\_\_\_ on behalf of the City of Novi.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_



## APPENDIX A-1 – SOIL EROSION AND SEDIMENTATION CONTROL INSPECTION FEE ESCROW DETERMINATION

SITE PLAN: \_\_\_\_\_

1. **Number of inspections:** Escrow amount is based on Soil Erosion Risk Classification and Inspection Frequency Schedule, (see table below) **PLUS** one inspection after six estimated storm events per year (+6). Any amount that is not used for inspection will be returned to the applicant at the time the permit is closed.

Risk Classification from Table Below:

+ Total Estimated Time of Earth Disruption (weeks) from Item 19:	52	weeks
+ Frequency of Inspection (see table below based on class):	1 inspection /	weeks
+ 6 estimated inspection following storm events:	6	
= TOTAL NUMBER OF INSPECTIONS (round up)	<b>#VALUE!</b>	

2. **Inspection Fee:** To determine inspection fee, please use the table listed below:

Disrupted area from Item No. 9:

If disrupted area (item no. 9) is <u>less than 5 acres</u> =	\$	-	/inspection
If disrupted area (item no. 9) is <u>5 acres through 15 acres</u> =	\$	-	/inspection
If disrupted area (item no. 9) is <u>greater than 15 acres</u> =	\$	-	/inspection

3. **Inspection Fee Escrow: (\$700 minimum)**

Number of inspections:	<b>#VALUE!</b>	x Fee per inspection:	\$ -	
	<b>SUBTOTAL:</b>		<b>#VALUE!</b>	
	+15% City Administration Fee:		<b>#VALUE!</b>	
	<b>TOTAL FEE ESCROW:</b>		=	<b>#VALUE!</b>

**INSPECTION FREQUENCY TABLE**

Risk Classification	Site Description	Regular Minimum Inspection Frequency *
High – Class I	<ul style="list-style-type: none"> <li>Project adjacent to a lake, stream, or wetland with direct storm water discharge towards these waters.</li> <li>Any part of a project located within 500' of a body of water.</li> <li>Any project in which the same applicant has received a stop work order within the previous 24 months from the City of Novi or any other Michigan Building Official after proper hearing before the Building Official.</li> </ul>	2 weeks
Medium – Class II	<ul style="list-style-type: none"> <li>Project collecting and discharging storm water runoff to a temporary sedimentation or a detention control basin with an outlet structure, <u>not</u> located within 500' of a body of water.</li> </ul>	3 weeks
Low – Class III	<ul style="list-style-type: none"> <li>Minor land improvements: additions, decks, etc. and/or no direct discharge towards open waters.</li> </ul>	4 weeks

\* Significant rainfall events will trigger additional site inspections, on an as-needed basis. As part of the application process, the applicant is to provide an estimate of the number of weeks the project is expected to remain unstable and needing soil erosion and sedimentation control inspections. Regular minimum inspections are apart from enforcement follow-up and billed separately.

**APPENDIX A-2**

**(A 10% administrative charge will be assessed on all construction inspection fees)**



cityofnovi.org

<p><b>CITY OF NOVI</b>  <b>Engineering</b>  <b>CONSTRUCTION INSPECTION FEE SCHEDULE</b></p>
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**CONSTRUCTION INSPECTION FEES**

Inspection Category	Total Estimated Cost of Improvement Category	Fee Basis	Total Estimated Cost of Improvement Category	Fee Basis	Total Estimated Cost of Improvement Category	Fee Basis	Total Estimated Cost of Improvement Category	Fee Basis
A. Sanitary Sewer	\$0 - \$50,000		\$50,001 - \$100,000		\$100,001 - \$300,000		\$300,001 +	
B. Storm Sewer (excluding detention basin)	\$0 - \$50,000	% of estimated cost of improvements as reviewed by Engineering	\$50,001 - \$100,000	% of estimated cost of improvements as reviewed by Engineering	\$100,001 - \$300,000	% of estimated cost of improvements as reviewed by Engineering	\$300,001 +	% of estimated cost of improvements as reviewed by Engineering
C. Water Main	\$0 - \$50,000	(minimum fee \$)	\$50,001 - \$100,000	(minimum fee \$)	\$100,001 - \$300,000	(minimum fee \$)	\$300,001 +	(minimum fee \$)
D. Paving & Curbing in Public R.O.W.	\$0 - \$50,000		\$50,001 - \$100,000		\$100,001 - \$300,000		\$300,001 +	



February 20, 2009

Ms. Sue Morianti, Purchasing Manager  
City of Novi  
Office of the City Clerk  
45175 W. Ten Mile Road  
Novi, MI 48375-3024

Re: **City of Novi, Michigan**  
**Request for Qualifications - Civil Engineering Field Services**  
**Price Proposal -- SDA No. PR09-064**

Dear Ms. Morianti:

In the interest of transparency, we would like to provide an explanation of changes to our fees as listed in Attachment A Fee Determination Form, dated February 20, 2009. The **Record Drawing Preparation (As prepared by consultant) Fixed Fee % of Construction Cost now includes the additional services of Maintenance Bond Inspections for Public Utilities/Roads.** Please refer to the table below which shows the composition of the **2.70 %** fee.

Component Description	Percent
Standard Record Drawings	1.25%
CAD Drawing for GIS Data	1.00%
Maintenance Bond Inspections for Public Utilities/Roads	0.45%
<b>Total</b>	<b>2.70%</b>

SDA is pleased to offer reductions in many of our fees, including a nearly 10% reduction for Land Improvement Review Fees components; 5% reductions in construction inspection for projects where construction costs exceed \$100,000; significant reductions on Soil Erosion and Sedimentation Control inspections for sites with disturbed areas in excess of 5 acres; along with reductions for Court Testimony, Studies and reviews, and Floodplain reviews. These reductions are offered as a result of internal efficiencies gained through work experiences realized in Novi during the past three years, working out of our recently opened Brighton Office, improved response times through the use of our Web-Based portal system, and the addition of key staff, particularly Contract Administrator Ted Meadows and SCADA Specialist Andy Keller. We have also factored in anticipated efficiencies and supplementary services that we expect to realize as a result of the acquisition of Dietrich, Bailey and Associates, PC (DBA), located in the City of Plymouth.

This proposal will remain valid until a contract is awarded or for a period of 180 days, whichever occurs first. The services herein described shall be provided from our Brighton office located at 10503 Citation Drive, Suite 600, Brighton, Michigan.

Very Truly Yours,  
SPALDING DEDECKER ASSOCIATES, INC

Christopher J. Robbins, PE  
Manager - Construction Engineering

David L. Potter, PE  
Vice President  
Manager – Municipal Engineering

Enclosures: 1 sealed price proposal

Engineering Consultants

Infrastructure • Land Development • Surveying



# ATTACHMENT A

## FEE DETERMINATION FORM

City of Novi, Michigan

<u>Description</u>	<u>Fee</u>	<u>Unit/Rate</u>
<b>Land Improvement Review</b>		
Residential (Plot Plans)		
Review	\$ 100	Lump sum
Each review for Builder initiated change	\$ 100	Lump sum
Initial inspection and one re-inspection	\$ 175	Lump sum
Footing inspection and one re-inspection	\$ 175	Lump sum
Any additional inspections	\$ 100	Lump sum
Additional elevation inspection (after second)	\$ 100	Lump sum
Final grade inspections (certifications)	\$ 135	Lump sum
Minor Land Improvement		
Review	\$ 75	Lump sum
Inspection	\$ 75	Lump sum
<b>Construction Inspection and Acceptance Document Review</b>		
(Fixed Fee % of Construction Cost to include initial Pre-construction and TCO preparation meetings; ROW, Detention Basin and Site Amenities inspections, reporting and follow-up)		
(1) *Public Utilities/Roads (construction cost < or = \$50,000)	% 11.25	Min. Fee \$ 1,250
(2) *Public Utilities/Roads (construction cost \$50,001 to \$100,000)	% 9.25	Min. Fee \$ 5,625
(3) *Public Utilities/Roads (construction cost \$100,001 to \$300,000)	% 7	Min. Fee \$ 9,250
(4) *Public Utilities/Roads (construction cost > \$300,001)	% 5	Min. Fee \$ 18,750
(5) Private Improvement (spot) Inspection (includes Detention Basin Field Review and Report)	% 2.75	Min. Fee \$ 300
(6) Additional out-of-scope Pre-Construction meetings (e.g., "Special", "Supplementary", "Grading", etc.)	\$ 400	Per Meeting
<b>Record Drawing Preparation (As-built prepared by consultant)</b>		
(Fixed Fee % of Construction Cost to include Maintenance Bond inspections)		
Public Utilities/Roads	% 2.7	Min. Fee \$ 1,000
<b>Soil Erosion and Sedimentation Control Inspections</b>		
(As per the "Inspection Fee Escrow Determination" form attached as Appendix A-1)		
(1) Site Plan, if disturbed area is less than 5 acres	\$ 100	Per Inspection
(2) Site Plan, if disturbed area is 5 acres through 15 acres	\$ 175	Per Inspection
(3) Site Plan, if disturbed area is greater than 15 acres	\$ 250	Per Inspection
(4) Review and inspection fees for Residential Land Improvements	\$ 150	Lump sum
(5) Violation work involving inspection, report and follow-up	\$ 85	Hourly
(6) Citation work involving inspection report, follow-up, Ordinance Enforcement office meeting and court appearance	\$ 125	Hourly

\* = fee to be based on sanitary sewer, storm sewer, water main and paving calculated separately. See example fee sheet in Appendix A-2 for clarification.

Fee Determination Continued

<b>Court Testimony</b> – Fee to be invoiced monthly for actual time expended	\$	<input type="text" value="175"/>	Hourly
<b>Minor Engineering (Design and Construction Inspection)</b>			
(1) Studies and reviews (e.g., culvert design)	\$	<input type="text" value="95"/>	Hourly
(2) Inspection (spot) for non-site planned or linear projects (e.g., Franchised Utility projects)	\$	<input type="text" value="75"/>	Hourly
<b>Flood Plain Review (may include one (1) inspection for field verification purposes)</b>	\$	<input type="text" value="95"/>	Hourly

I hereby certify that the information provided above is correct to best of my ability and will remain valid for a period of One Hundred and Eighty (180) days from the date of receipt by the City of Novi.

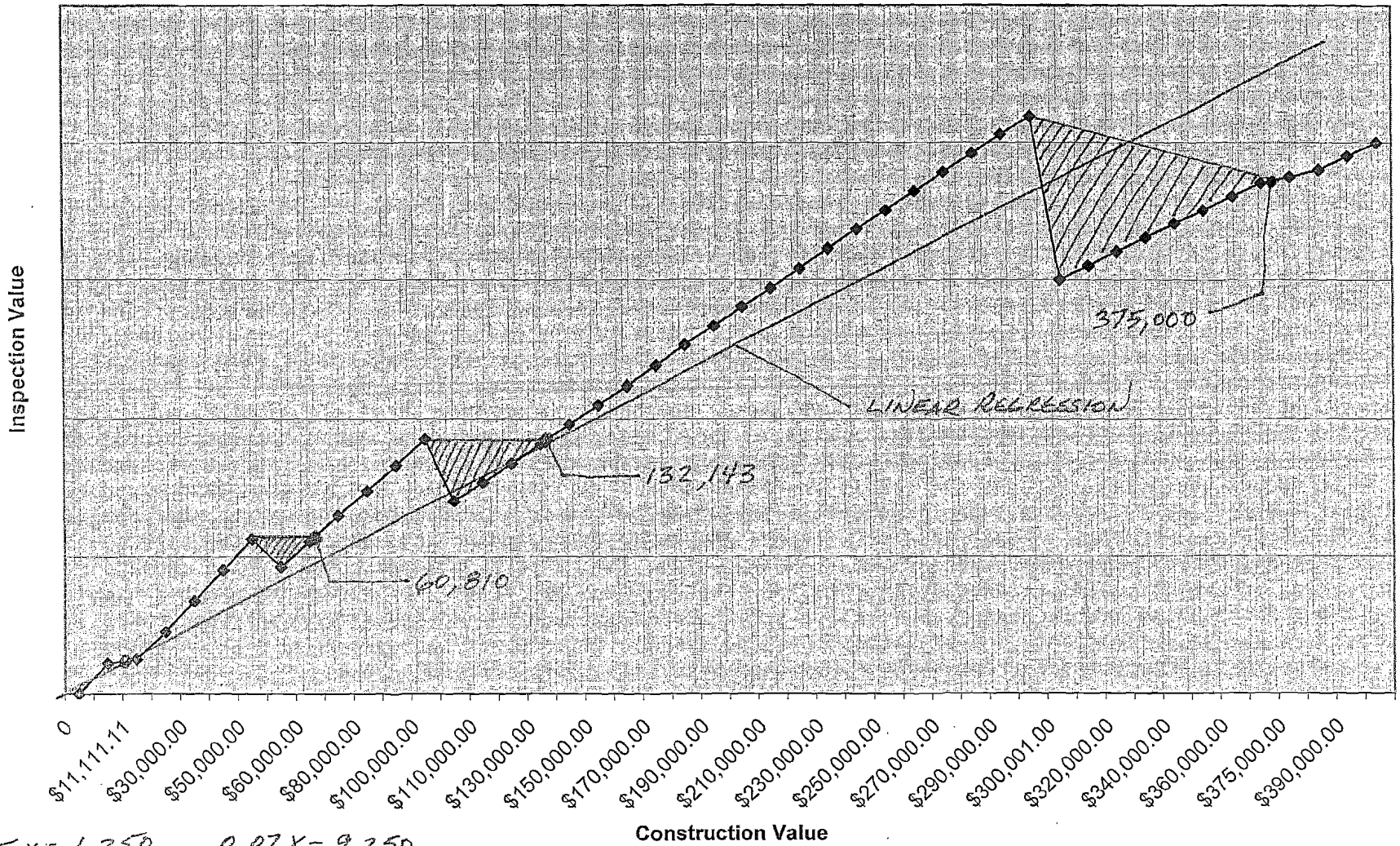
Firm Name

Authorized Representative – Printed Name

Authorized Representative - Signature

Date of Signature

## 2009 SDA FEES



$$0.1125X = 1,250$$

$$X = 11,111$$

$$0.09375X = 5,625$$

$$X = 60,810$$

$$0.07X = 9,250$$

$$X = 132,143$$

$$0.05X = 18,750$$

$$X = 375,000$$

X-Axis Construction Value	Percentage	Y-Axis Inspection Fees
0	0	0
\$10,000.00	11.25%	\$1,125.00
\$11,111.11	11.25%	\$1,250.00
\$20,000.00	11.25%	\$2,250.00
\$30,000.00	11.25%	\$3,375.00
\$40,000.00	11.25%	\$4,500.00
\$50,000.00	11.25%	\$5,625.00
\$50,001.00	9.25%	\$4,625.09
\$60,000.00	9.25%	\$5,550.00
\$70,000.00	9.25%	\$6,475.00
\$80,000.00	9.25%	\$7,400.00
\$90,000.00	9.25%	\$8,325.00
\$100,000.00	9.25%	\$9,250.00
\$100,001.00	7.00%	\$7,000.07
\$110,000.00	7.00%	\$7,700.00
\$120,000.00	7.00%	\$8,400.00
\$130,000.00	7.00%	\$9,100.00
\$140,000.00	7.00%	\$9,800.00
\$150,000.00	7.00%	\$10,500.00
\$160,000.00	7.00%	\$11,200.00
\$170,000.00	7.00%	\$11,900.00
\$180,000.00	7.00%	\$12,600.00
\$190,000.00	7.00%	\$13,300.00
\$200,000.00	7.00%	\$14,000.00
\$210,000.00	7.00%	\$14,700.00
\$220,000.00	7.00%	\$15,400.00
\$230,000.00	7.00%	\$16,100.00
\$240,000.00	7.00%	\$16,800.00
\$250,000.00	7.00%	\$17,500.00
\$260,000.00	7.00%	\$18,200.00
\$270,000.00	7.00%	\$18,900.00
\$280,000.00	7.00%	\$19,600.00
\$290,000.00	7.00%	\$20,300.00
\$300,000.00	7.00%	\$21,000.00
\$300,001.00	5.00%	\$15,000.05
\$310,000.00	5.00%	\$15,500.00
\$320,000.00	5.00%	\$16,000.00
\$330,000.00	5.00%	\$16,500.00
\$340,000.00	5.00%	\$17,000.00
\$350,000.00	5.00%	\$17,500.00
\$360,000.00	5.00%	\$18,000.00
\$370,000.00	5.00%	\$18,500.00
\$375,000.00	5.00%	\$18,750.00
\$380,000.00	5.00%	\$19,000.00
\$390,000.00	5.00%	\$19,500.00
\$400,000.00	5.00%	\$20,000.00

CONSTRUCTION	INSPECTION
0 - 11,111	\$1,125
11,112 - 50,000	11.25%
50,001 - 60,810	\$5,625
60,811 - 100,000	9.25%
100,001 - 132,143	\$9,250
132,144 - 300,000	7.00%
300,001 - 375,000	\$18,750
375,001 - ∞	5.00%