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CITY of NOVI CITY COUNCIL

Agenda Item B
January 12, 2015

SUBJECT: Approval to award a two-year Façade/Architectural Consulting Services Contract to DRN and Associates (with option for two additional one-year renewals) and adoption of revised fee schedule, effective January 13, 2015.

SUBMITTING DEPARTMENT: Community Development Department - Planning Division *Baub*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

A Request for Proposals (RFP) was issued to seek the services of an independent firm to provide ongoing façade/architectural consulting services for the City of Novi. The Façade/Architectural Consultant provides site plan and building facade evaluation and advisement services to the City Council, Planning Commission, and the Community Development Department.

The scope of work for the consultant includes reviewing site plans for facade compliance with all City Codes, façade inspection services, similar/dissimilar ordinance review and Michigan Residential Code Review for new single family homes. Reviews also take into account quality development expectations, practicality, and functional excellence. The consultant also acts as a resource for the Plan Review Center and provides assistance at meetings, as needed.

The RFP was shared on the Michigan Inter-governmental Trade Network with a total of 268 firms that provide architectural/façade services. Of those, 55 reviewed some or all of the RFP documents. Only one firm submitted a proposal, DRN and Associates, the City's current Architectural/Façade Consultant.

The proposal was reviewed by Community Development staff members for completeness and for five quality-based factors: *Firm's Ability to Perform Required Services; Evaluation of Assigned Personnel; Related Public/Municipal Experience; Budget, Cost Controls Experience and Results; and Potential / Current Project Conflicts.*

DRN & Associates has a history providing clear and consistent review letters and reports as a consultant for the City of Novi. Staff has found that DNR & Associates meets the City's expectations for qualifications of the individuals assigned, and the firm's ability to meet other requirements of the RFP, including expedited review schedules. The Consultant has been able to attend meetings, when requested.

Fees have not increased for reviews, inspections or hourly rates for three years. Over the last three years, the City has paid an average of about \$6000 per year for Architectural Consulting services, while pass-through costs paid by applicants and developers has averaged approximately \$74,000 per year. DRN & Associates bid prices were opened and evaluated. All fees stayed the same as provided in the previous contract. Staff requested clarification for the fee for an awning or canopy addition. It was agreed that

awnings or canopies will be reviewed at the lowest standard fee (\$300), which will now also include the cost for inspection.

If approved by the City Council, the attached contract would be effective January 13, 2015, and will run for a period of two years, with an option for two additional one year extensions at the end of that timeframe.

RECOMMENDED ACTION: Approval to award a two-year Façade/Architectural Consulting Services Contract to DRN and Associates (with option for two additional one-year renewals) and adoption of revised fee schedule, effective January 13, 2015.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Markham				

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

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and DRN & Associates Architects PC, whose address is 50850 Applebrook Dr., Northville, MI 48167, (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 Schedule A (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 January 13, 2015 and end on January 12, 2017. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments at the same prices, terms and conditions as the original contract. 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 Schedule A. 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 Schedule 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 Schedule A includes certain "pay for performance" provisions. Project plan reviews shall be due within twelve (12) 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, and within ten (10) days for Michigan Residential Code Reviews and Similar/Dissimilar ordinance review. 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.

- 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 Schedule A, unless specifically identified in Schedule 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 Schedule A; 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: Ownership of Plans and Documents; Records

- A. Upon completion or termination of this agreement, all documents prepared by the Consultant, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service shall become the property of the City.
- B. The City shall make copies, for the use of the Consultant, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Consultant 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.
- C. The Consultant shall furnish to the City, copies of all maps, records, field notes, and soil tests that were developed in the course of the work for the City and for which compensation has been received by the Consultant.

Article V: Termination.

- A. This Contract, including any extension or amendment of this Contract, may be terminated at any time, with or without cause, by either party upon thirty (30) calendar days' written notice to the other party. In such event, the effective date of such termination shall be the 30th 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.

Article VI: 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 Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Consultant shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VII: 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 on Schedule B, 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 attached Schedule B. Consultant's professional liability insurance shall cover claim if and to the extent that the insured causes damage to others in the rendering of its professional services. Consultant shall give the Client immediate notice of any change in or cancellation of the coverage in place at the time this agreement is executed, shall provide a copy of any cancellation notice received from its insurer to the Client, and shall request that its insurer send such notice of cancellation to the Client. Consultant shall provide evidence of insurance coverage as set forth herein coverage at any time requested by the Client.

Article VIII: 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 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 IX: 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 City, 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 City, other consultants and/or other public sources.

Article X: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, 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. Approval; No Release. Approval of the City shall not constitute nor be deemed release of the responsibility and liability of Consultant, 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 specification or other documents prepared by Consultant, its employees, subcontractor, agents and consultants. After acceptance of final plans and special provisions by the City, Consultant agrees prior to and during the construction of this project, to perform those Consulting services as may be required by City to correct errors or omissions on the original plans prepared by Consultant and to change the original design as required.

- E. 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.
- F. 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.
- G. 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 City should the work be accepted and implemented by the City) 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.
- H. 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 Peter E. Auger and City Clerk Maryanne Cornelius
Consultant: Douglas R. Necci, President
- I. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.
- J. 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.

K. 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.

L. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, 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.

WITNESS/DATES OF SIGNATURE:

City of Novi ("Client"):

By: _____

Robert J. Gatt, Its Mayor

Date: _____

By: _____

Maryanne Cornelius, Its Clerk

Date: _____

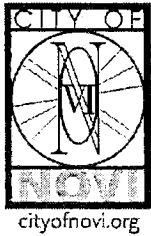
WITNESS:

**DRN & Associates Architects PC
("Consultant"):**

By: _____

Douglas R. Necci, Its President

Date: _____



RFP Consultant Architectural Façade Services
Fee Proposal Form
2014

A. Single Family Detached Dwelling Units (Building Division)	Current rate	Proposed Rate
a. Single Family Façade		
i. Similar/Dissimilar Review	\$120.00	\$ <u>120.00</u>
ii. Additional Reviews	\$95.00	\$ <u>95.00</u>
iii. Review of Rear Façade	\$35.00	\$ <u>35.00</u>
b. Code Review		
i. Michigan Residential Code (MRC) Reviews (Note 1)	\$140.00	\$ <u>140.00</u>
ii. Additional Reviews	\$115.00	\$ <u>115.00</u>
iii. Truss Review (no longer required)	\$35.00	\$ <u>35.00</u>

Note 1 - Michigan Energy Code Review, Brick Ledge, and Top of Footing Review are included. 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 Division)		
a. Façade Reviews (Note 2)		
i. Buildings up to 5000 S.F.	\$300.00 each	\$ <u>300.00</u>
ii. Buildings 5001 to 15,000 S.F.	\$700.00 each	\$ <u>700.00</u>
iii. Buildings 15,001 to 50,000 S.F.	\$1100.00 each	\$ <u>1100.00</u>
iv. Buildings 50,001 S.F. and above	\$1300.00 each	\$ <u>1300.00</u>
v. Awning or canopy addition/change	Not indicated	\$ <u>300.00 (includes inspection)</u>
b. Inspections (Note 2)		
i. Site Inspection for Material Sample Board Compliance	\$165.00/Trip/Building	\$ <u>165.00</u>

Note 2 –Multiple buildings on the same submission shall be treated as separate submissions. Reviews of the initial response from the applicant are included in above fees. Additional resubmissions for the same project shall receive full additional flat rate fees. Inspection fee includes up to 3 trips per building. In the unlikely event that more than 3 inspections are required, each additional inspection trip will be \$70.

C. Additional Services

	Current rate	Proposed Rate
a. Attendance at (Tuesday) Staff/Consultant meetings	\$250.00/meeting	\$ <u>250.00</u>
b. Attendance at City Council or Planning Commission meetings	\$400.00/meeting	\$ <u>400.00</u>
c. Additional meetings/Expert Witness/Ordinance revisions	Hourly (schedule below)	\$ _____
d. In-house staff training	No charge	\$ <u>No Charge</u>
e. Continuing education for public Act 54 Registration	No charge	\$ <u>No Charge</u>

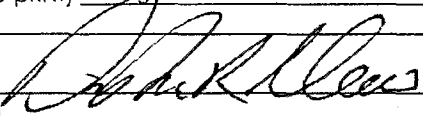
D. Personnel hourly rate classifications (attached schedule, as needed)

a. Licensed Architect	\$125.00	\$ <u>125.00</u>
b. Licensed Architect, Expert Witness	\$150.00	\$ <u>150.00</u>
c. Graduate Architect	\$85.00	\$ <u>85.00</u>
d. Act 54 Certified Plan Reviewer/Inspector	\$80.00	\$ <u>80.00</u>
e. Clerical/Administrative support	\$35.00	\$ <u>35.00</u>

We acknowledge the following addenda (please indicate addenda numbers) _____

Comments:

Fees Submitted by:

Company (Legal Registration) DRN & Associates Architects PC
 Address 50850 Applebrooke Dr.
 City Northville (mailing) State MI Zip 48167
 Telephone (248) 880 - 6523 Fax (248) 596 - 1944
 Representative's Name (Please print) Douglas R Necci
 Representative's Title President
 Representative's Signature 
 E-mail dnecci@dnarchitects.com
 Date 11/18/14

SCHEDULE A

PROJECT OVERVIEW AND SCOPE
(The "Work")

The following describes the duties and responsibilities of the consultant architect and should be the basis for your proposal:

1. Michigan Residential Code Reviews – New Single Family Homes Only - To include necessary reviews to verify compliance with the Michigan Residential Code to include but not limited to the following: structural plan review, overall code compliance, Michigan Uniform Energy Code compliance, ordinance compliance and provide plan review report attached to approved plans. The residential reviews include are to include plumbing systems, electrical systems, HVAC systems and ACCA Manual J-2002 for heating/cooling systems.
2. Similar/dissimilar ordinance review for residential construction. Most new single family homes must be in compliance with the similar/dissimilar ordinance of the City.
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 Michigan Residential Code Reviews and Similar/Dissimilar ordinance review for residential construction, including all written documentation and reports to City, within ten (10) business days from receipt.
5. Consultant must be able to complete all site plan reviews, including all written documentation and reports to City, within twelve (12) business days from receipt. Consultant must be able to complete all field inspections within five (5) 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 the same timeframe. The same penalty shall apply if this review timeline is not met by Consultant.
6. At the request of the City, Consultant must be able to complete some written reviews and reports within five (5) business days to meet an expedited schedule as determined by the City.
7. Coordination with all other disciplines (e.g., Planners, City attorneys, engineers).
8. Must be able to provide court testimony for ordinance enforcement, litigation, etc.
9. Attend public meetings, hearings, homeowner association meetings, etc. as directed and coordinated by the City of Novi.

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.



**NOTICE - CITY OF NOVI
REQUEST FOR QUALIFICATIONS**

CONSULTANT - ARCHITECTURAL FAÇADE SERVICES

The City of Novi will receive sealed proposals for **Consultant - Architectural Façade Services** according to the specifications of the City of Novi.

Sealed proposals, *with fees submitted in a separate sealed envelope*, will be received until **2:00 P.M.** prevailing Eastern Time, **Tuesday, November 18, 2014**. Proposals shall be addressed as follows:

**CITY OF NOVI
CITY CLERK'S OFFICE**
45175 Ten Mile Rd.
Novi, MI 48375-3024

OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED

"CONSULTANT - ARCHITECTURAL FAÇADE SERVICES PROPOSAL"

AND MUST BEAR THE NAME OF THE PROPOSER.

The City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest proposer, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Sue Morianti
Purchasing Manager

Notice dated: October 27, 2014

NOTICE TO PROPOSERS:

The City of Novi officially distributes RFQ documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of RFQ documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain RFQ documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.



CITY OF NOVI
CONSULTANT ARCHITECTURAL FAÇADE SERVICES
INSTRUCTIONS TO PROPOSERS

This RFQ is issued by the Purchasing Office of the City of Novi.

This section is intended to provide interested consultants with sufficient information to enable them to prepare and submit proposals for consideration by the City of Novi.

IMPORTANT DATES

RFQ Issue Date	October 27, 2014
Last Date for Questions	Monday, November 10, 2014 by 12:00 P.M. Submit questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Tuesday, November 18, 2014 by 2:00 P.M.

PROPOSAL SUBMITTALS

Provide **five (5)** copies of your proposal, **one (1)** unbound signed and clearly marked as ORIGINAL, and **four (4)** copies of the original proposal, clearly marked as COPY. Original proposal may be clipped but should not be stapled or bound. Copies may be stapled and bound. The original and copies should be identical, excluding the obvious difference in labeling. *FEE PROPOSALS MUST BE SEALED IN A SEPARATE ENVELOPE WHICH MAY BE SUBMITTED INSIDE A MAILING ENVELOPE THAT HOLDS TECHNICAL PROPOSALS. DO NOT INCLUDE ANY PRICING OR FEES IN YOUR TECHNICAL PROPOSAL.* No other distribution of the proposal will be made by the Contractor. Proposal must be signed by an official authorized to bind the Contractor to its provisions.

FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

CHANGES TO THE RFQ/ADDENDUMS

Should any prospective Proposer be in doubt as to the true meaning of any portion of the RFQ, or should the Proposer find any patent ambiguity, inconsistency, or omission therein, the Proposer shall make a written request (via email to the staff member listed above) for official interpretation or correction. Such request shall be submitted by the date and time listed above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional RFQ provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the

RFQ, and shall be taken into account by each proposer in preparing their proposal. Only written addenda are binding. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged in your technical proposal.

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered. The City reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest proposer, waive any irregularities or informalities or both, to reject any or all proposals, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi.

SUBMISSION OF PROPOSALS

To be considered, sealed proposals must arrive at the location specified, and at the date and time specified. There will be no exceptions to this requirement. The City of Novi shall not be held responsible for lost or misdirected proposals.

Consultants mailing proposals should allow ample time to ensure the timely delivery of their proposals. All proposals must be contained in sealed envelopes marked on the outside with the consultant's name and the name of the RFQ. Proposals received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone proposals are not acceptable.

Proposals must be clearly prepared and legible and must be signed by an Officer of the submitting Company on the enclosed form.

A proposal may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the proposal may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Failure to include in the proposal all information requested may be cause for rejection of the proposal.

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

USE OF THE CITY LOGO IN YOUR PROPOSAL IS PROHIBITED.

EXCEPTIONS

The City will not accept changes or exceptions to the RFQ documents/specifications unless Consultant indicates the exception on the proposal form or additional attached sheet. If Consultant neglects to make the notation on the proposal form but writes it somewhere else within the RFQ documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the RFQ documents will be applicable during the term of the contract.

TAX EXEMPT STATUS

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal prices. The City will furnish the successful proposer with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Consultant, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful proposer will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The consultant shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

NON-DISCRIMINATION

In the hiring of employees for the performance of work under this contract, neither the consultant, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF PROPOSAL CONTENT

Should a contract ensue, the contents of the proposal of the successful Proposer may become contractual obligations. Failure of a consultant to accept these obligations may result in cancellation of the award.

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this RFQ is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and concise description of the consultant's ability to meet the requirements of the proposal. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the proposal.

The City of Novi is not liable for any costs incurred by proposers prior to issuance of a contract.

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the submitter certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

- (a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other submitter or with any other Competitor; and
- (b) No attempt has been made or will be made by the submitter to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

- (c) He/she is the person in the submitter's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) He/she is not the person in the submitter's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



**CITY OF NOVI, MICHIGAN
REQUEST FOR QUALIFICATIONS**

CONSULTANT ARCHITECTURAL FAÇADE SERVICES

- A. **The Novi community and organization.** The City of Novi, MI (2010 population of 55,224, located in Oakland County, SE Michigan) seeks highly qualified firms to provide consultant architectural façade services. Novi has experienced recent substantial growth and development with dynamic residential, commercial, and corporate activity. The City requires sound planning and high-quality design. The consultant architect will provide supporting professional architectural façade services to the City's Planning and Building Divisions. More community information is available on the City's website, cityofnovi.org.
- B. **Scope of Work.** The following describes the duties and responsibilities of the consultant architect and should be the basis for your proposal:
1. Michigan Residential Code Reviews – New Single Family Homes Only - To include necessary reviews to verify compliance with the Michigan Residential Code to include but not limited to the following: structural plan review, overall code compliance, Michigan Uniform Energy Code compliance, ordinance compliance and provide plan review report attached to approved plans. The residential reviews include are to include plumbing systems, electrical systems, HVAC systems and ACCA Manual J-2002 for heating/cooling systems.
 2. Similar/dissimilar ordinance review for residential construction. Most new single family homes must be in compliance with the similar/dissimilar ordinance of the City.
 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 Michigan Residential Code Reviews and Similar/Dissimilar ordinance review for residential construction, including all written documentation and reports to City, within ten (10) business days from receipt.
 5. Consultant must be able to complete all site plan reviews, including all written documentation and reports to City, within twelve (12) business days from receipt. Consultant must be able to complete all field inspections within five (5) 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 the same timeframe. The same penalty shall apply if this review timeline is not met by Consultant.
 6. At the request of the City, Consultant must be able to complete some written reviews and reports within five (5) business days to meet an expedited schedule as determined by the City.
 7. Coordination with all other disciplines (e.g., Planners, City attorneys, engineers).

8. Must be able to provide court testimony for ordinance enforcement, litigation, etc.
9. Attend public meetings, hearings, homeowner association meetings, etc. as directed and coordinated by the City of Novi.

C. Background and Experience. A registered architect must be identified as one of the principals who would be assigned to the City of Novi. Individuals must meet Public Act 54 State of Michigan Registration requirements for building code review and all applicable State and local requirements.

In the response to this RFQ, proposer is to provide the name of a lead contact who will be assigned to the City of Novi for coordination and accountability and a list of employees that would be dedicated to Novi projects. Provide resumes for this lead contact and for all members of your firm who would be involved in the City of Novi work. Detail qualifications of staff and provide a description of your public sector and municipal experience.

Submit Act 54 Certification of staff with your proposal or indicate your ability to achieve such certification before contract is let. Please list professional affiliations and provide professional licenses with your proposal. Provide names and contact information for three professional references.

D. Fee for Services. Provide, in a **separate sealed envelope**, a completed fee proposal form and schedule of hourly rates. A Fee Proposal Form is attached for convenience. Proposals based on a retainer fee system will not be considered.

E. Proposal Evaluation. Proposals will be evaluated based upon:

- The firm's ability to perform required services and description of the work plan
- Assigned personnel
- Related public/municipal experience
- Budget, cost controls experience
- Potential/current project conflicts

The City has the right to accept or reject any or all proposals at its discretion. A team of City of Novi staff will review qualifications of firms and make a recommendation. At that point, fees will be opened and terms will be negotiated and a recommendation made to the Consultant Review Committee of the City Council. The Consultant Review Committee will review the staff recommendation and make a recommendation to the full City Council for consideration and action.

F. Term of Engagement. The term of the agreement would be for two years, renewable up to two additional one-year terms, serving at the pleasure of the City of Novi with a 30 day cancellation option by either party.

G. Disclosures. Proposals shall indicate any existing or potential conflicts of interest with the City and other private parties you represent. Detail current municipal contracts within Oakland, Genesee, Wayne, Washtenaw, Macomb and Livingston County. Detail property and assets owned by the firm within the City of Novi and full disclosure of your involvement in all current City of Novi projects.

- H. **Attachments and Addendum.** The City of Novi may, after issuing this RFQ, provide additional addendum information and requirements to this RFQ prior to the deadline for submissions. All addendums will be posted on the MITN website at www.mitn.info.
- I. **Insurance.** See Schedule B of attached Contract for Professional Services.

SCHEDULE B

A. Insurance Requirements

The Contractor will not commence work, nor will the City of Novi sign a contract, until Contractor has obtained and delivered to the City of Novi the certificate of insurance required under this contract. All insurance carriers must be acceptable to the City of Novi and licensed and admitted to do business in the State of Michigan.

A new certificate of insurance will be provided to the City of Novi at the time of policy renewal any time during the entire length of the contract.

1. Coverage: The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One 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 **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
 - d. The Contractor shall provide proof of **Professional Liability** coverage in the amount of not less than **\$1,000,000** (One Million Dollars) on a per claim/aggregate.
2. Deductibles: The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
3. Insured: All policies shall name the Contractor as the insured.
4. Cancellation Notice: All policies shall be include the following language: "Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named on this certificate".

5. Additional Insured: All policies include the following language "The City of Novi, its officers, agents, employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are added as additional insured." Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Attn: Purchasing Department, 45175 Ten Mile Rd., Novi, MI 48375 prior to commencement of performance under this Contract and at least 15 days prior to the expiration dates of expiring policies.

The coverage provided shall be primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

The Commercial General Liability Policy shall include contractual liability coverage for the Indemnity/Hold Harmless obligation assumed in the Contract.

6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City of Novi has the authority to vary from the specified limits as deemed necessary.
9. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City of Novi render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor'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.

B. Hold harmless/Indemnity

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - a. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.

- b. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - c. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
- 2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
 - 3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor 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 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.