

## CITY of NOVI CITY COUNCIL

**Agenda Item 1.  
August 10, 2009**

**SUBJECT:** Approval to award Agreements for Professional Engineering Services for Public Projects to Orchard, Hiltz and McCliment, URS Corporation and Spalding DeDecker Associates for a period of two years with the option of a one-year extension.

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

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

### **BACKGROUND INFORMATION:**

Since 2004, the Engineering Division has used a pre-qualification process to select engineering consultants for public infrastructure projects. Each pre-qualification lasted for a period of two years and required the consultants to submit a detailed proposal for each project. Once the previous qualification period ended, staff reviewed options to improve the consultant selection process for public projects based on two performance goals. The first goal of a revised process is to improve the level of service provided by the pre-qualified consultants by reducing the number of firms. Doing so would provide a consistent flow of Novi projects to the selected firms, enabling them to provide resources that are dedicated to the City of Novi, as opposed to other municipal clients. The second goal is to reduce the amount of time that is spent by staff developing Requests for Proposals (RFPs) and subsequently evaluating those proposals. Each RFP requires approximately 30 hours of staff time to prepare, review and award. In a typical year, we review proposals for approximately 13 projects for a total of 390 hours of staff time, or nearly one-fifth of a full-time equivalent employee.

The City of Warren uses a system similar to Novi's current process, except that it is more efficient while still competitive and consistent with the goals outlined above. Warren uses a list of pre-qualified firms; however, at the beginning of the qualification period, fees are solicited based on a percentage of construction. Warren then negotiates with the selected firms so that all firms use the same fee structure. The projects are then awarded to each qualified firm on a rotating basis, with the fee determined based on the agreed percentages and construction costs. Implementing this process for Novi's public engineering projects was considered and approved by the Consultant Review Committee on July 6, 2009 (minutes attached).

A Request for Qualifications was advertised publicly and resulted in the submission of qualification packages from 13 firms. A review team consisting of seven staff members (four from Engineering and three from other departments) scored the proposals and recommended three firms: Orchard Hiltz & McCliment, Spalding DeDecker Associates, and URS Corporation. (See July 15, 2009 Hayes/Coburn memo for more detailed information about the process). Fee proposals were then solicited from each firm for various types of projects and ranges of construction costs (see RFP in Exhibit A of the proposed agreement, attached).

Engineering staff has negotiated a common fee with all of the consultants, as indicated in the enclosed tables corresponding to the eight different project categories titled *Fee Evaluation* under the columns titled "Contract Fee." The total engineering fee for a project is comprised of three components: design fee, contract administration fee (review of shop drawings, field engineering,

preparation of pay requests and change orders, etc), and inspection fees in the form of crew days. The contract administration and crew day concept are relatively new to Novi; therefore there is insufficient historical data for comparison. In almost all cases the contract administration percentage was negotiated to the lowest fee percentage submitted. The crew day costs provided are inline with typical hourly fees charged for projects (approx. \$76.75 per hour x 8 hours = \$615 per crew day for a full time inspector). The design fees have been compared to those that the City has awarded on previous representative projects. The following table shows a comparison between the fees that were paid for design on projects in the past three years and what would have been paid for the same projects under the proposed fee structure. As shown in the table, the fees are competitive and consistent with those that have been paid on previous projects:

Project Category	Average Design Fee Awarded <i>Historically</i> as Cost of Construction (%)	Average Design Fee <i>Proposed</i> Under New Contract as Cost of Construction (%)	Difference (%)
Road Construction	5.14%	6.20%	1.06%
Road Rehabilitation	5.13%	5.49%	0.36%
Sidewalks and Pathway Construction	11.31%	10.06%	-1.25%
Water Main Construction	6.13%	6.74%	0.61%
Sanitary Sewer/Storm Sewer Construction	8.00%	9.50%	1.50%
Sanitary Lift Station Upgrades	13.39%	12.16%	-1.23%
Detention Basin Retrofit	15.55%	9.76%	-5.79%
Traffic Signal Design	9.32%	8.29%	-1.03%
<b>Average Design Fee (weighted for all projects)</b>	<b>6.81%</b>	<b>6.79%</b>	<b>-0.02%</b>

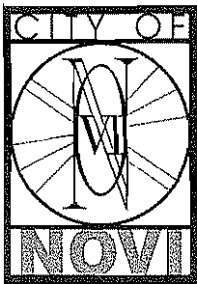
The attached Agreement for Professional Engineering Services for Public Projects will be provided to each consultant for execution as a general agreement. Each project will require a secondary agreement (draft, attached) that contains a specific scope and fee, as determined by the fee schedule.

As part of the new process, staff will meet with the consultant every six months to review the consultant's performance and to ensure that the goals of the new process are being met. In addition, every six months staff will review the volume of work awarded to each firm and make adjustments to the rotation as needed to balance workloads.

**RECOMMENDED ACTION:** Approval to award Agreements for Professional Engineering Services for Public Projects to Orchard, Hiltz and McCliment, URS Corporation and Spalding DeDecker Associates for a period of two years with the option of a one year extension.

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

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



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## CITY COUNCIL

CITY OF NOVI

Consultant Review Committee Meeting

Monday, July 6, 2009 | 6:00 P.M.

Manager's Conference Room | Novi Civic Center | 45175 W. Ten Mile Road

Meeting was called to order at 6:01 p.m.

**MEMBERS PRESENT:** Council Members Burke, Crawford, Gatt

**STAFF PRESENT:** Pamela W. Antil, Rob Hayes, Melissa Place

### APPROVAL OF AGENDA

Moved by Burke, supported by Crawford; **CARRIED UNANIMOUSLY:** To approve the agenda as presented.

### APPROVAL OF MINUTES

Moved by Burke, supported by Crawford; **CARRIED UNANIMOUSLY:** To approve the March 9, 2009 meeting minutes as presented.

**AUDIENCE COMMENTS - None**

### PURPOSE OF THE MEETING

#### 1. Engineering Consultant Qualifications Update

Ms. Antil opened the discussion by commenting a few years ago City Council approved a list of seven pre-qualified firms for engineering consulting services. While this has been successful there is an opportunity for change as presented by the City Engineer, Robert Hayes. The material provided for this meeting includes an updated list with the recommendation of engaging the top three ranked pre-qualified firms.

Mr. Hayes explained there are two areas of discussion which involve roads and pathways and utilities. A Request for Qualifications was posted and thirteen firms responded varying in work force. There was a review team of seven members consisting of four from Engineering and one each from Water & Sewer, Community Development, and Finance. The outcome of the review process is how the firms were ranked. The team looked at streamlining the process and is comfortable with the three firms for engineering work as well as design. The City of Warren was contacted because they have developed a successful bid model. Warren uses a list of pre-qualified firms, and at the start of the qualification period, fees are solicited based on a percentage of construction. Staff then negotiates with the firms so all use the same fee schedule. The project is then awarded to the qualified firm by rotation with the fee determined based on the agreed percentage of estimated construction costs.

Member Gatt asked how many firms does the city of Warren have on their pre-qualified list. Mr. Hayes can inquire but assumes five. Member Crawford commented all the firms have the same percentage. Mr. Hayes answered yes. This procedure would lock in the fees. Member Gatt asked if the firms realized this requirement when submitting their proposal. Mr. Hayes said yes, and it was clearly stated in the RFQ that they would need to agree to the terms. Ms. Antil commented the three firms are aware of the proposed rotation for use on City projects. This should eliminate unexpected fee increases.

Member Gatt asked how is a firm rotated for each City project? Mr. Hayes explained it would start with the first firm, then second, and finally third ranked firm. However, the list of firms could be rotated in six months. Member Burke asked if a firm can be next depending on the rotation or cost of the project? Mr. Hayes said it is hard to determine a firm because the only variable is a fee but it is the intent of staff to rotate based on size/scope/dollar value of project so one firm isn't overloaded while another has no projects. If a project is complex or a study needs to be done, the City would have an exemption from the rotation to engage another firm through a traditional RFP/RFQ process. Member Gatt asked what happens with the four through six firms? Mr. Hayes commented that they would not be included in the rotation and that this process will give better client service. In addition, Ms. Antil added that the size of our capital program is too small to accommodate all seven existing firms. As a result, in the current format, some firms are not able to dedicate resources to us even when called upon. By narrowing the field down to three firms, we actually receive better pricing from the firms. Two firms would be too few and more than three is too many given the size and scope of our projects. All members agree.

**Moved by Burke, supported by Crawford; CARRIED UNANIMOUSLY: To adopt the rotating project award process with the fixed fee percentage component with the pre-qualified list of engineering firms of Spalding DeDecker, Orchard Hiltz McCliment, and URS Corp.**

## **2. Environmental (Woodlands and Wetlands) Services Update**

Ms. Antil explained the routine has been a single firm is contracted for a year but over the past several years; a two year contract has been the practice with a one year renewal option. After this time period is exhausted, there is a mandatory bid process. Previously, there was one consultant for wetlands and another for woodlands. These two disciplines were combined into one, Environmental Services, which is provided by Environmental Consulting & Technology, Inc. (ECT). Planning, Engineering, and Community Development all agree the service provided by ECT has been exceptional, and they even reduce their fees in some areas. Member Burke asked if it is feasible to request reductions in other areas. Ms. Antil does not recommend any reduction requests. The City will re-bid in the fall and does not know if there will be many firms that can provide this service.

**Moved by Burke, supported by Crawford; CARRIED UNANIMOUSLY: To recommend to City Council a one-year extension to Environmental Consulting & Technology, Inc. to provide environmental services.**

**AUDIENCE COMMENTS – None**

**Moved by Burke, supported by Crawford; CARRIED UNANIMOUSLY: To adjourn the meeting at 6:18 p.m.**

DRAFT



**FEE EVALUATION  
2009-2011 ENGINEERING CONSULTANT SERVICES  
PUBLIC PROJECTS**

**ROAD CONSTRUCTION**

COST OF CONSTRUCTION		DESIGN PHASE FEE				CONSTRUCTION PHASE FEES CONTRACT ADMIN				INSPECTION FEES			
		% OF CONSTRUCTION				% OF CONSTRUCTION				COST PER CREW DAY			
From		SDA	OHM	URS	CONTRACT FEE	SDA	OHM	URS	CONTRACT FEE	SDA	OHM	URS	CONTRACT FEE
\$ -	\$ 50,000	11.50%	12.00%	15.00%	<b>11.50%</b>	10.00%	8.00%	20.00%	<b>8.00%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 50,001	\$ 75,000	10.90%	11.50%	14.50%	<b>11.00%</b>	9.40%	7.50%	20.00%	<b>7.50%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 75,001	\$ 100,000	10.50%	11.00%	14.00%	<b>10.75%</b>	8.70%	7.50%	15.00%	<b>7.50%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 100,001	\$ 125,000	10.20%	11.00%	13.50%	<b>10.30%</b>	8.00%	7.00%	12.00%	<b>7.00%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 125,001	\$ 150,000	9.90%	10.50%	13.00%	<b>10.15%</b>	7.60%	7.00%	12.00%	<b>7.00%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 150,001	\$ 200,000	9.50%	10.00%	12.00%	<b>9.75%</b>	7.40%	7.00%	10.00%	<b>7.00%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 200,001	\$ 300,000	8.90%	10.00%	11.00%	<b>9.30%</b>	7.20%	7.00%	10.00%	<b>7.00%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 300,001	\$ 400,000	8.40%	10.00%	10.50%	<b>8.90%</b>	7.00%	7.00%	8.00%	<b>7.00%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 400,001	\$ 500,000	8.10%	9.50%	9.50%	<b>8.50%</b>	6.60%	6.50%	8.00%	<b>6.50%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 500,001	\$ 750,000	7.50%	9.50%	8.50%	<b>7.75%</b>	6.40%	6.50%	8.00%	<b>6.40%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 750,001	\$ 1,000,000	7.20%	9.00%	8.00%	<b>7.10%</b>	6.10%	6.00%	5.50%	<b>6.00%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 1,000,001	\$ 2,000,000	6.70%	8.50%	7.50%	<b>6.35%</b>	5.30%	5.50%	4.00%	<b>5.30%</b>	\$560	\$640	\$1,225	<b>\$615</b>
\$ 2,000,001	\$ 3,000,000	6.40%	8.00%	7.50%	<b>6.00%</b>	4.50%	5.00%	4.00%	<b>4.50%</b>	\$560	\$640	\$1,225	<b>\$615</b>
\$ 3,000,001	\$ 5,000,000	6.20%	7.50%	7.00%	<b>5.78%</b>	4.10%	4.50%	3.50%	<b>4.10%</b>	\$560	\$640	\$1,225	<b>\$615</b>
\$ 5,000,001	\$ 7,500,000	6.10%	7.00%	6.50%	<b>5.60%</b>	3.80%	4.00%	3.00%	<b>3.80%</b>	\$560	\$640	\$1,225	<b>\$615</b>



**FEE EVALUATION  
2009-2011 ENGINEERING CONSULTANT SERVICES  
PUBLIC PROJECTS**

**ROAD REHABILITATION**

COST OF CONSTRUCTION		DESIGN PHASE FEE				CONSTRUCTION PHASE FEES CONTRACT ADMIN				INSPECTION FEES			
		% OF CONSTRUCTION				% OF CONSTRUCTION				COST PER CREW DAY			
From		SDA	OHM	URS	CONTRACT FEE	SDA	OHM	URS	CONTRACT FEE	SDA	OHM	URS	CONTRACT FEE
\$ -	\$ 50,000	10.00%	10.00%	13.00%	<b>10.00%</b>	6.20%	6.00%	20.00%	<b>6.00%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 50,001	\$ 75,000	9.00%	10.00%	12.50%	<b>9.50%</b>	6.10%	6.00%	20.00%	<b>6.00%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 75,001	\$ 100,000	8.50%	10.00%	12.00%	<b>9.25%</b>	6.00%	6.00%	15.00%	<b>6.00%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 100,001	\$ 125,000	8.10%	9.50%	11.50%	<b>8.80%</b>	5.90%	5.50%	12.00%	<b>5.50%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 125,001	\$ 150,000	7.80%	9.50%	11.00%	<b>8.65%</b>	5.80%	5.50%	12.00%	<b>5.50%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 150,001	\$ 200,000	7.50%	9.00%	10.00%	<b>8.25%</b>	5.70%	5.50%	10.00%	<b>5.50%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 200,001	\$ 300,000	7.10%	8.50%	9.00%	<b>7.80%</b>	5.40%	5.00%	10.00%	<b>5.00%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 300,001	\$ 400,000	6.80%	8.00%	8.50%	<b>7.40%</b>	5.10%	5.00%	8.00%	<b>5.00%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 400,001	\$ 500,000	6.50%	7.50%	7.50%	<b>7.00%</b>	4.80%	4.50%	8.00%	<b>4.50%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 500,001	\$ 750,000	6.00%	6.50%	6.50%	<b>6.25%</b>	4.40%	4.00%	8.00%	<b>4.00%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 750,001	\$ 1,000,000	5.70%	5.50%	6.00%	<b>5.60%</b>	4.20%	3.25%	5.50%	<b>3.25%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 1,000,001	\$ 2,000,000	5.20%	4.50%	5.50%	<b>4.85%</b>	4.10%	2.50%	4.00%	<b>2.50%</b>	\$560	\$640	\$1,225	<b>\$615</b>
\$ 2,000,001	\$ 3,000,000	5.00%	4.00%	5.50%	<b>4.50%</b>	4.00%	2.25%	4.00%	<b>2.25%</b>	\$560	\$640	\$1,225	<b>\$615</b>
\$ 3,000,001	\$ 5,000,000	4.80%	3.75%	5.00%	<b>4.28%</b>	3.70%	2.00%	3.50%	<b>2.00%</b>	\$560	\$640	\$1,225	<b>\$615</b>
\$ 5,000,001	\$ 7,500,000	4.70%	3.50%	4.50%	<b>4.10%</b>	3.50%	2.00%	3.00%	<b>2.00%</b>	\$560	\$640	\$1,225	<b>\$615</b>



**FEE EVALUATION  
2009-2011 ENGINEERING CONSULTANT SERVICES  
PUBLIC PROJECTS**

**SIDEWALKS & PATHWAYS**

COST OF CONSTRUCTION		DESIGN PHASE FEE				CONSTRUCTION PHASE FEES CONTRACT ADMIN				INSPECTION FEES			
		% OF CONSTRUCTION				% OF CONSTRUCTION				COST PER CREW DAY			
From		SDA	OHM	URS	CONTRACT FEE	SDA	OHM	URS	CONTRACT FEE	SDA	OHM	URS	CONTRACT FEE
\$ -	\$ 50,000	13.00%	11.50%	13.00%	<b>13.00%</b>	11.50%	8.00%	20.00%	<b>8.00%</b>	\$600	\$640	\$875	<b>\$615</b>
\$ 50,001	\$ 75,000	12.50%	11.00%	12.50%	<b>12.50%</b>	10.90%	7.50%	20.00%	<b>7.50%</b>	\$600	\$640	\$875	<b>\$615</b>
\$ 75,001	\$ 100,000	12.00%	10.50%	12.00%	<b>12.00%</b>	10.20%	7.50%	15.00%	<b>7.50%</b>	\$600	\$640	\$875	<b>\$615</b>
\$ 100,001	\$ 125,000	11.70%	10.50%	11.50%	<b>11.70%</b>	9.50%	7.00%	12.00%	<b>7.00%</b>	\$600	\$640	\$875	<b>\$615</b>
\$ 125,001	\$ 150,000	11.20%	10.50%	11.00%	<b>11.20%</b>	9.10%	7.00%	12.00%	<b>7.00%</b>	\$600	\$640	\$875	<b>\$615</b>
\$ 150,001	\$ 200,000	10.70%	10.00%	10.50%	<b>10.70%</b>	8.90%	7.00%	10.00%	<b>7.00%</b>	\$600	\$640	\$875	<b>\$615</b>
\$ 200,001	\$ 300,000	10.00%	10.00%	10.00%	<b>10.00%</b>	8.70%	6.50%	10.00%	<b>6.50%</b>	\$600	\$640	\$875	<b>\$615</b>
\$ 300,001	\$ 400,000	9.40%	10.00%	9.50%	<b>9.40%</b>	8.50%	6.50%	8.00%	<b>6.50%</b>	\$600	\$640	\$875	<b>\$615</b>
\$ 400,001	\$ 500,000	8.90%	9.50%	9.00%	<b>8.90%</b>	8.10%	6.50%	8.00%	<b>6.50%</b>	\$600	\$640	\$875	<b>\$615</b>
\$ 500,001	\$ 750,000	8.20%	9.00%	7.50%	<b>8.20%</b>	7.90%	6.00%	8.00%	<b>6.00%</b>	\$600	\$640	\$875	<b>\$615</b>
\$ 750,001	\$ 1,000,000	7.90%	8.50%	7.00%	<b>7.90%</b>	7.50%	5.50%	5.50%	<b>5.50%</b>	\$600	\$640	\$875	<b>\$615</b>
\$ 1,000,001	\$ 2,000,000	7.50%	8.00%	6.50%	<b>7.50%</b>	6.70%	5.00%	4.00%	<b>5.00%</b>	\$560	\$640	\$875	<b>\$615</b>
\$ 2,000,001	\$ 3,000,000	7.10%	7.50%	6.50%	<b>7.10%</b>	6.00%	4.50%	4.00%	<b>4.50%</b>	\$560	\$640	\$875	<b>\$615</b>
\$ 3,000,001	\$ 5,000,000	6.90%	7.00%	6.00%	<b>6.90%</b>	5.60%	4.00%	3.50%	<b>4.00%</b>	\$560	\$640	\$875	<b>\$615</b>
\$ 5,000,001	\$ 7,500,000	6.70%	6.50%	5.50%	<b>6.70%</b>	5.30%	3.50%	3.00%	<b>3.50%</b>	\$560	\$640	\$875	<b>\$615</b>





**FEE EVALUATION  
2009-2011 ENGINEERING CONSULTANT SERVICES  
PUBLIC PROJECTS**

**WATER MAIN CONSTRUCTION**

COST OF CONSTRUCTION		DESIGN PHASE FEE				CONSTRUCTION PHASE FEES CONTRACT ADMIN				INSPECTION FEES			
		% OF CONSTRUCTION				% OF CONSTRUCTION				COST PER CREW DAY			
From		SDA	OHM	URS	CONTRACT FEE	SDA	OHM	URS	CONTRACT FEE	SDA	OHM	URS	CONTRACT FEE
\$ -	\$ 50,000	11.20%	11.00%	22.00%	<b>11.00%</b>	10.00%	8.00%	20.00%	<b>8.00%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 50,001	\$ 75,000	10.60%	10.50%	19.00%	<b>10.50%</b>	9.40%	7.50%	20.00%	<b>7.50%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 75,001	\$ 100,000	10.00%	10.00%	16.00%	<b>10.00%</b>	8.70%	7.50%	15.00%	<b>7.50%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 100,001	\$ 125,000	9.80%	10.00%	14.00%	<b>9.50%</b>	8.00%	7.00%	12.00%	<b>7.00%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 125,001	\$ 150,000	9.50%	10.00%	12.00%	<b>9.00%</b>	7.60%	7.00%	12.00%	<b>7.00%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 150,001	\$ 200,000	9.10%	9.50%	11.00%	<b>8.40%</b>	7.40%	7.00%	10.00%	<b>7.00%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 200,001	\$ 300,000	8.50%	9.50%	10.00%	<b>8.00%</b>	7.20%	6.50%	10.00%	<b>6.50%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 300,001	\$ 400,000	8.10%	9.50%	9.50%	<b>7.40%</b>	7.00%	6.50%	8.00%	<b>6.50%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 400,001	\$ 500,000	7.80%	9.00%	9.25%	<b>7.25%</b>	6.60%	6.50%	8.00%	<b>6.50%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 500,001	\$ 750,000	7.30%	8.50%	9.00%	<b>6.90%</b>	6.40%	6.00%	8.00%	<b>6.00%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 750,001	\$ 1,000,000	7.00%	8.00%	8.75%	<b>6.50%</b>	6.10%	5.50%	5.50%	<b>5.50%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 1,000,001	\$ 2,000,000	6.50%	7.50%	8.50%	<b>6.30%</b>	5.30%	5.00%	4.00%	<b>5.00%</b>	\$560	\$640	\$1,225	<b>\$615</b>
\$ 2,000,001	\$ 3,000,000	6.20%	7.00%	8.25%	<b>6.10%</b>	4.50%	4.50%	4.00%	<b>4.50%</b>	\$560	\$640	\$1,225	<b>\$615</b>
\$ 3,000,001	\$ 5,000,000	6.00%	6.50%	8.00%	<b>6.00%</b>	4.10%	4.00%	3.50%	<b>4.00%</b>	\$560	\$640	\$1,225	<b>\$615</b>
\$ 5,000,001	\$ 7,500,000	5.90%	6.00%	7.50%	<b>5.90%</b>	3.80%	3.50%	3.00%	<b>3.50%</b>	\$560	\$640	\$1,225	<b>\$615</b>



**FEE EVALUATION  
2009-2011 ENGINEERING CONSULTANT SERVICES  
PUBLIC PROJECTS**

**SANITARY SEWER/STORM SEWER CONSTRUCTION**

COST OF CONSTRUCTION		DESIGN PHASE FEE				CONSTRUCTION PHASE FEES CONTRACT ADMIN				INSPECTION FEES			
		% OF CONSTRUCTION				% OF CONSTRUCTION				COST PER CREW DAY			
From		SDA	OHM	URS	CONTRACT FEE	SDA	OHM	URS	CONTRACT FEE	SDA	OHM	URS	CONTRACT FEE
\$ -	\$ 50,000	11.20%	11.50%	22.00%	<b>11.50%</b>	10.00%	8.00%	20.00%	<b>8.00%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 50,001	\$ 75,000	10.60%	11.00%	19.00%	<b>11.00%</b>	9.40%	7.50%	20.00%	<b>7.50%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 75,001	\$ 100,000	10.00%	10.50%	16.00%	<b>10.50%</b>	8.70%	7.50%	15.00%	<b>7.50%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 100,001	\$ 125,000	9.70%	10.50%	14.00%	<b>10.50%</b>	8.00%	7.00%	12.00%	<b>7.00%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 125,001	\$ 150,000	9.50%	10.00%	12.00%	<b>10.00%</b>	7.60%	7.00%	12.00%	<b>7.00%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 150,001	\$ 200,000	9.10%	9.50%	11.00%	<b>9.50%</b>	7.40%	7.00%	10.00%	<b>7.00%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 200,001	\$ 300,000	8.50%	9.50%	10.00%	<b>9.50%</b>	7.20%	6.50%	10.00%	<b>6.50%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 300,001	\$ 400,000	8.10%	9.50%	9.50%	<b>9.50%</b>	7.00%	6.50%	8.00%	<b>6.50%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 400,001	\$ 500,000	7.80%	9.00%	9.25%	<b>9.00%</b>	6.60%	6.50%	8.00%	<b>6.50%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 500,001	\$ 750,000	7.30%	9.00%	9.00%	<b>9.00%</b>	6.40%	6.00%	8.00%	<b>6.00%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 750,001	\$ 1,000,000	7.00%	8.50%	8.75%	<b>8.50%</b>	6.10%	5.50%	5.50%	<b>5.50%</b>	\$600	\$640	\$1,225	<b>\$615</b>
\$ 1,000,001	\$ 2,000,000	6.50%	8.00%	8.50%	<b>8.00%</b>	5.30%	5.00%	4.00%	<b>5.00%</b>	\$560	\$640	\$1,225	<b>\$615</b>
\$ 2,000,001	\$ 3,000,000	6.20%	7.50%	8.25%	<b>7.50%</b>	4.50%	4.50%	4.00%	<b>4.50%</b>	\$560	\$640	\$1,225	<b>\$615</b>
\$ 3,000,001	\$ 5,000,000	6.00%	7.00%	8.00%	<b>7.00%</b>	4.10%	4.00%	3.50%	<b>4.00%</b>	\$560	\$640	\$1,225	<b>\$615</b>
\$ 5,000,001	\$ 7,500,000	5.90%	6.50%	7.50%	<b>6.50%</b>	3.80%	3.50%	3.00%	<b>3.50%</b>	\$560	\$640	\$1,225	<b>\$615</b>



**FEE EVALUATION  
2009-2011 ENGINEERING CONSULTANT SERVICES  
PUBLIC PROJECTS**

**SANITARY LIFT STATION UPGRADES**

COST OF CONSTRUCTION		DESIGN PHASE FEE				CONSTRUCTION PHASE FEES CONTRACT ADMIN				INSPECTION FEES			
		% OF CONSTRUCTION				% OF CONSTRUCTION				COST PER CREW DAY			
From		SDA	OHM	URS	CONTRACT FEE	SDA	OHM	URS	CONTRACT FEE	SDA	OHM	URS	CONTRACT FEE
\$ -	\$ 50,000	12.60%	15.00%	25.00%	<b>20.00%</b>	10.00%	8.00%	20.00%	<b>9.00%</b>	\$600	\$860	\$875	<b>\$615</b>
\$ 50,001	\$ 75,000	12.10%	13.00%	21.00%	<b>17.00%</b>	9.40%	7.50%	20.00%	<b>8.45%</b>	\$600	\$860	\$875	<b>\$615</b>
\$ 75,001	\$ 100,000	11.60%	11.90%	18.00%	<b>14.75%</b>	8.70%	7.50%	15.00%	<b>8.10%</b>	\$600	\$860	\$875	<b>\$615</b>
\$ 100,001	\$ 125,000	11.30%	10.40%	15.00%	<b>12.80%</b>	8.00%	7.00%	12.00%	<b>7.50%</b>	\$600	\$860	\$875	<b>\$615</b>
\$ 125,001	\$ 150,000	10.90%	10.00%	12.50%	<b>11.40%</b>	7.60%	7.00%	12.00%	<b>7.30%</b>	\$600	\$860	\$875	<b>\$615</b>
\$ 150,001	\$ 200,000	10.50%	9.50%	11.00%	<b>10.50%</b>	7.40%	7.00%	10.00%	<b>7.20%</b>	\$600	\$860	\$875	<b>\$615</b>
\$ 200,001	\$ 300,000	9.80%	8.70%	10.00%	<b>9.80%</b>	7.20%	6.50%	10.00%	<b>6.85%</b>	\$600	\$860	\$875	<b>\$615</b>
\$ 300,001	\$ 400,000	9.20%	8.30%	9.50%	<b>9.20%</b>	7.00%	6.50%	8.00%	<b>6.75%</b>	\$600	\$860	\$875	<b>\$615</b>
\$ 400,001	\$ 500,000	8.70%	8.00%	9.00%	<b>8.70%</b>	6.60%	6.50%	8.00%	<b>6.55%</b>	\$600	\$860	\$875	<b>\$615</b>
\$ 500,001	\$ 750,000	8.10%	7.80%	8.75%	<b>8.10%</b>	6.40%	6.00%	8.00%	<b>6.20%</b>	\$600	\$860	\$875	<b>\$615</b>
\$ 750,001	\$ 1,000,000	7.80%	7.60%	8.50%	<b>7.80%</b>	6.10%	5.50%	5.50%	<b>5.80%</b>	\$600	\$860	\$875	<b>\$615</b>
\$ 1,000,001	\$ 2,000,000	7.30%	7.40%	8.00%	<b>7.30%</b>	5.30%	5.00%	4.00%	<b>5.15%</b>	\$560	\$860	\$875	<b>\$615</b>
\$ 2,000,001	\$ 3,000,000	6.90%	6.80%	7.75%	<b>6.90%</b>	4.50%	4.50%	4.00%	<b>4.50%</b>	\$560	\$860	\$875	<b>\$615</b>
\$ 3,000,001	\$ 5,000,000	6.70%	6.20%	7.50%	<b>6.70%</b>	4.10%	4.00%	3.50%	<b>4.05%</b>	\$560	\$860	\$875	<b>\$615</b>
\$ 5,000,001	\$ 7,500,000	6.50%	5.80%	7.25%	<b>6.50%</b>	3.80%	3.50%	3.00%	<b>3.65%</b>	\$560	\$860	\$875	<b>\$615</b>



**FEE EVALUATION  
2009-2011 ENGINEERING CONSULTANT SERVICES  
PUBLIC PROJECTS**

**DETENTION BASIN RETROFIT**

COST OF CONSTRUCTION		DESIGN PHASE FEE				CONSTRUCTION PHASE FEES CONTRACT ADMIN				INSPECTION FEES			
		% OF CONSTRUCTION				% OF CONSTRUCTION				COST PER CREW DAY			
From		SDA	OHM	URS	CONTRACT FEE	SDA	OHM	URS	CONTRACT FEE	SDA	OHM	URS	CONTRACT FEE
\$ -	\$ 50,000	13.00%	15.00%	40.00%	14.00%	10.00%	8.00%	20.00%	8.00%	\$600	\$640	\$875	\$615
\$ 50,001	\$ 75,000	12.50%	14.00%	37.00%	13.25%	9.40%	7.50%	20.00%	7.50%	\$600	\$640	\$875	\$615
\$ 75,001	\$ 100,000	12.00%	13.50%	34.00%	12.75%	8.70%	7.00%	15.00%	7.00%	\$600	\$640	\$875	\$615
\$ 100,001	\$ 125,000	11.70%	12.00%	31.00%	11.85%	8.00%	6.50%	12.00%	6.50%	\$600	\$640	\$875	\$615
\$ 125,001	\$ 150,000	11.20%	11.50%	28.00%	11.35%	7.60%	6.50%	12.00%	6.50%	\$600	\$640	\$875	\$615
\$ 150,001	\$ 200,000	10.70%	11.00%	25.00%	10.85%	7.40%	6.50%	10.00%	6.50%	\$600	\$640	\$875	\$615
\$ 200,001	\$ 300,000	10.00%	10.50%	20.00%	10.25%	7.20%	6.00%	10.00%	6.00%	\$600	\$640	\$875	\$615
\$ 300,001	\$ 400,000	9.40%	10.00%	15.00%	9.70%	7.00%	6.00%	8.00%	6.00%	\$600	\$640	\$875	\$615
\$ 400,001	\$ 500,000	8.90%	9.50%	10.00%	9.20%	6.60%	6.00%	8.00%	6.00%	\$600	\$640	\$875	\$615
\$ 500,001	\$ 750,000	8.20%	9.00%	8.50%	8.60%	6.40%	5.50%	8.00%	5.50%	\$600	\$640	\$875	\$615
\$ 750,001	\$ 1,000,000	7.90%	8.50%	8.50%	8.20%	6.10%	5.50%	5.50%	5.50%	\$600	\$640	\$875	\$615
\$ 1,000,001	\$ 2,000,000	7.40%	8.00%	8.50%	7.70%	5.30%	5.00%	4.00%	5.00%	\$560	\$640	\$875	\$615
\$ 2,000,001	\$ 3,000,000	6.90%	7.50%	8.00%	7.20%	4.50%	4.75%	4.00%	4.50%	\$560	\$640	\$875	\$615
\$ 3,000,001	\$ 5,000,000	6.60%	7.00%	8.00%	6.80%	4.10%	4.50%	3.50%	4.10%	\$560	\$640	\$875	\$615
\$ 5,000,001	\$ 7,500,000	6.30%	6.50%	8.00%	6.40%	3.80%	4.00%	3.00%	3.80%	\$560	\$640	\$875	\$615



**FEE EVALUATION  
2009-2011 ENGINEERING CONSULTANT SERVICES  
PUBLIC PROJECTS**

**TRAFFIC SIGNAL DESIGN**

COST OF CONSTRUCTION		DESIGN PHASE FEE				CONSTRUCTION PHASE FEES CONTRACT ADMIN				INSPECTION FEES			
		% OF CONSTRUCTION				% OF CONSTRUCTION				COST PER CREW DAY			
From		SDA	OHM	URS	CONTRACT FEE	SDA	OHM	URS	CONTRACT FEE	SDA	OHM	URS	CONTRACT FEE
\$ -	\$ 50,000	10.20%	14.00%	10.25%	<b>14.00%</b>	6.00%	8.00%	20.00%	<b>6.00%</b>	\$600	\$640	\$650	<b>\$615</b>
\$ 50,001	\$ 75,000	9.90%	11.00%	10.25%	<b>12.35%</b>	5.80%	7.50%	20.00%	<b>5.80%</b>	\$600	\$640	\$650	<b>\$615</b>
\$ 75,001	\$ 100,000	9.60%	9.00%	9.95%	<b>11.00%</b>	5.60%	7.50%	15.00%	<b>5.60%</b>	\$600	\$640	\$650	<b>\$615</b>
\$ 100,001	\$ 125,000	9.30%	7.50%	9.95%	<b>9.75%</b>	5.40%	7.00%	12.00%	<b>5.40%</b>	\$600	\$640	\$650	<b>\$615</b>
\$ 125,001	\$ 150,000	9.10%	6.00%	9.95%	<b>8.75%</b>	5.30%	7.00%	12.00%	<b>5.30%</b>	\$600	\$640	\$650	<b>\$615</b>
\$ 150,001	\$ 200,000	8.70%	6.00%	9.95%	<b>7.70%</b>	5.10%	7.00%	10.00%	<b>5.10%</b>	\$600	\$640	\$650	<b>\$615</b>
\$ 200,001	\$ 300,000	8.20%	6.00%	9.75%	<b>6.98%</b>	5.00%	6.50%	10.00%	<b>5.00%</b>	\$600	\$640	\$650	<b>\$615</b>
\$ 300,001	\$ 400,000	7.80%	6.00%	9.75%	<b>6.30%</b>	4.80%	6.50%	8.00%	<b>4.80%</b>	\$600	\$640	\$650	<b>\$615</b>
\$ 400,001	\$ 500,000	7.50%	6.00%	9.75%	<b>6.00%</b>	4.70%	6.50%	8.00%	<b>4.70%</b>	\$600	\$640	\$650	<b>\$615</b>
\$ 500,001	\$ 750,000	7.00%	5.50%	9.50%	<b>5.50%</b>	4.50%	6.00%	8.00%	<b>4.50%</b>	\$600	\$640	\$650	<b>\$615</b>
\$ 750,001	\$ 1,000,000	6.70%	4.75%	9.50%	<b>4.75%</b>	4.40%	5.50%	5.50%	<b>4.40%</b>	\$600	\$640	\$650	<b>\$615</b>
\$ 1,000,001	\$ 2,000,000	6.20%	4.25%	8.85%	<b>4.25%</b>	4.20%	5.00%	4.00%	<b>4.20%</b>	\$560	\$640	\$650	<b>\$615</b>
\$ 2,000,001	\$ 3,000,000	5.90%	4.00%	8.85%	<b>4.00%</b>	4.10%	4.50%	4.00%	<b>4.10%</b>	\$560	\$640	\$650	<b>\$615</b>
\$ 3,000,001	\$ 5,000,000	5.70%	3.75%	8.85%	<b>3.75%</b>	3.90%	4.00%	3.50%	<b>3.90%</b>	\$560	\$640	\$650	<b>\$615</b>
\$ 5,000,001	\$ 7,500,000	5.50%	3.50%	8.85%	<b>3.50%</b>	3.80%	3.50%	3.00%	<b>3.80%</b>	\$560	\$640	\$650	<b>\$615</b>



## MEMORANDUM

TO: CLAY PEARSON, CITY MANAGER  
FROM: ROB HAYES, P.E.; DIRECTOR OF PUBLIC SERVICES  
BRIAN COBURN, P.E.; SENIOR CIVIL ENGINEER  
SUBJECT: ENGINEERING CONSULTANT SELECTION PROCESS  
DATE: JULY 15, 2009

*RH*  
*BIC*  
*7/16/09*  
*To Mayor and City Council Members*  
*PH*

The qualification period for the six engineering consultants that we currently use for City infrastructure projects ended in March 2009. We have been working to develop a new request for qualifications (RFQ) and have reviewed our existing system to identify improvements.

Staff identified two performance goals for an improved process, one of which is to improve the level of service provided by the consultants that are pre-qualified. There are times when staff has had difficulty with responsiveness of most of the firms. Part of this is caused by the process, because firms are not assured that they will receive enough work to justify dedicated resources solely to Novi. Using fewer firms would provide a consistent flow of Novi projects to the selected firms, thereby enabling them to provide resources that are dedicated to Novi, and giving us a much better level of service.

The second goal is to reduce the amount of time that is spent by staff developing and evaluating requests for proposals (RFPs). Currently, a list of qualified firms is identified through the RFQ process, and then the selected firms are solicited for detailed proposals for each project. Each RFP requires approximately 30 hours of staff time to prepare, review, and award. In a typical year, we review proposals for approximately 13 projects for a total of 390 hours of staff time. In looking for a more efficient way to solicit and award engineering projects, we investigated how other communities handle the procurement of engineering services.

The City of Warren has a system that is similar to ours, but it is more efficient (while still competitive) and meets the goals outlined above. Warren uses a list of pre-qualified firms, as we do; however, at the beginning of the qualification period, fees are solicited based on a percentage of construction. Warren staff then negotiates with the selected firms so that all firms use the same fee structure. The projects are then awarded to each qualified firm in a rotation with the fee to be determined based on the agreed percentage of estimated construction costs.

We propose that the same methodology be applied to our engineering procurement process in the following manner:

- Publicly advertise an RFQ for engineering services (RFQ was posted on MITN and qualifications were received on June 19, as described below).
- Develop a short list of firms based on review of the qualifications for each discipline: 1) road and pathway construction and 2) water/sanitary/storm sewer construction.
  - Request proposals from the firms selected for each discipline (see attached request for proposals) that will outline a typical scope of work and require the firm to provide fee percentages based on construction values (fee curves) for various project types in each discipline.

- The fees will be evaluated by staff who will negotiate the firms into a common fee structure (as was done in Warren). The final outcome will be a standard fee curve for all consultants based on each type of project. (An example fee curve is attached.)
- Atypical projects such as water studies, storm water analyses, etc., would still require a detailed RFP similar to our current system.
- An award order will be randomly determined prior to the first project award. Occasionally, a firm could be selected out of order if the firm has previous knowledge or experience relating to the project site that would benefit that project. We will maintain a list of award amounts to make sure that the volume of work is evenly distributed to firms based on dollar value.
- We would anticipate that the selected firms would enter into a general contract (see draft agreement in Exhibit B in the attached RFP) with the City at the beginning of the qualification period that would cover general terms and conditions, such as insurance requirements, indemnification, deliverables, etc.
- When a firm is selected for a project, a kick-off meeting would be held to agree on scope and construction cost estimates. Following award by City Council, the City would enter into a supplemental contract (see draft in Exhibit C in the attached RFP) specific to the scope and cost for each project.

A total of 13 firms submitted qualification packages on June 19. Our review team (consisting of four staff members from Engineering Division, one from Water & Sewer Division, one from Finance and one from Community Development) completed the review of the qualification packages on June 30 in order to select firms for the two categories of projects using Qualification Based Selection (QBS) criteria. A summary of the review scores is as follows:

Summary of Review Scores for Roads & Pathways:

<b>FIRM:</b>	<b>Totals</b>	<b>Rank</b>
Spalding DeDecker	1998	1
Orchard Hiltz McCliment	1796	2
URS Corp.	1778	3
Stantec Consulting Michigan Inc.	1641	4
Fishbeck Thompson Carr & Huber	1626	5
Anderson, Eckstein & Westrick	1598	6
Rowe Professional Services	1356	7
Professional Engineering Associates	1313	8
Boss Engineering	749	9
Zeimet Wozniak & Associates	690	10
Charles E. Raines Company	542	11
Michael L. Priest & Associates	444	12
SAM Consultants PLLC	394	13

Summary of Review Scores for Utilities

<b>FIRM:</b>	<b>Totals</b>	<b>Rank</b>
Spalding DeDecker	2038	1
Orchard Hiltz McCliment	1998	2
URS Corp.	1714	3
Stantec Consulting Michigan Inc.	1697	4
Anderson, Eckstein & Westrick	1573	5
Fishbeck Thompson Carr & Huber	1538	6
Professional Engineering Associates	1426	7
Rowe Professional Services	1173	8
Boss Engineering	721	9
Zeimet Wozniak & Associates	659	10
Charles E. Raines Company	567	11
Michael L. Priest & Associates	442	12
SAM Consultants PLLC	379	13

\* A recommendation was presented to the Consultant Review Committee to proceed with the qualification and project award process outlined above, and to send an RFP to the top three pre-qualified firms. The recommendation was approved by the Consultant Review Committee at its July 6<sup>th</sup> meeting, and the attached RFP was subsequently sent to Spalding DeDecker, Orchard Hiltz & McCliment and URS Corporation. As stated previously, one of the goals of the new process is to provide enough work to each of the firms so that it will dedicate the necessary resources to Novi projects (which did not always occur when work was distributed to six firms).

We believe that using three firms will meet this goal of improved level of service. In addition, implementing this new qualification and project award process will help to free-up staff to provide value to the City in other important areas.

The proposals are due from the three pre-qualified firms on July 21, and then staff will negotiate fees with the firms to establish a common fee curve for all firms in each defined project category. We anticipate preparing the general engineering contracts for City Council consideration at the August 10, 2009 meeting.

Please feel free to contact us with any questions.



**STATE OF MICHIGAN**  
**COUNTY OF OAKLAND**  
**CITY OF NOVI**

**AGREEMENT FOR PROFESSIONAL ENGINEERING  
SERVICES FOR PUBLIC PROJECTS**

**BETWEEN**

**CITY OF NOVI**

**AND**

This Agreement is effective this \_\_\_ day of \_\_\_\_\_, 2009, and is between the **City of Novi**, 45175 West Ten Mile Road, Novi, Michigan 48375 (hereafter "**City**") and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, Michigan 48307 (hereafter "**Consultant**").

**RECITALS:**

The City desires to engage the professional services of the Consultant to perform design and construction engineering services for public projects on behalf of the City.

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 Exhibit A—*Fee Proposal for Engineering Consultant Services* and any Supplemental Agreement, 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. For design and construction engineering services for individual projects, including roadway construction and rehabilitation work, sidewalk and pathway construction, water main construction, sanitary sewer/storm sewer construction, detention basin retrofit projects, and sanitary lift station upgrades, consultant shall submit an individual work plan and schedule for each project assigned to Consultant by the City based upon the scope of the particular project as described in accordance with Exhibit B—*Engineering Fees by Construction Value and Type of Project* for that particular type of project. A supplemental agreement (“Supplemental Agreement”) shall be prepared for each individual project assigned to Consultant setting forth the specific scope and cost of the particular project. Consultant shall comply with the work description, insurance requirements, and other terms applicable to each individual project as set forth in the Supplemental Agreement.
- c. 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 Consultant and the City of Novi for an additional 1-year term. However, either party may terminate this Agreement for any reason upon ninety (90) days written notice to the other party. This Agreement may be terminated by either party upon 7- 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
- d. 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.
- e. 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 Consultant 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.
- d. For individual projects assigned to Consultant in accordance with Section 1(b) above, the procedure for submission and approval of billing statements shall be set forth in the Supplemental Agreement for each project. The City shall confirm the correctness of such estimates, and may use the City's own Engineer for such purposes. Monthly statements for services shall be accompanied by such properly completed reporting forms and such other evidence of progress as may be required by the City.
- e. In the event of termination for a substantial failure by the Consultant to fulfill its obligations under this agreement through no fault of the City, Consultant shall be paid as compensation in full for services performed to that date an amount calculated in accordance with the Supplemental Agreement for that particular project. 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 prepared and/or accumulated by Consultant in performing the services up to the date of termination.

### **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 and all Supplemental Agreements.
- 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, or any Supplemental 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 Work Description Exhibit, attached hereto, or any Supplemental Agreement, the 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 \$1,000,000 per occurrence;

- iii. Professional Liability (Including Errors and Omissions) Insurance in the amount of \$1,000,000 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 \$1,000,000 each occurrence and minimum property damage of \$1,000,000 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. The cost of insurance for individual projects shall be factored into the established fee curves in Exhibit B—*Engineering Fees by Construction Value and Type of Project* for each particular type of project
  - 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. Except for the terms of each Supplemental Agreement, which shall be deemed additional terms to this Agreement, 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. With respect to any direct conflict between the terms of this Agreement and any Supplemental Agreement as defined in Section 1(b) above, the terms of the Supplemental Agreement shall control with respect to that individual project set forth in the particular Supplemental Agreement only. Notwithstanding this subsection, Section 3, Indemnification and Liability, shall be additional to those indemnity and hold harmless provisions set forth in any Supplemental Agreement, except that Section 3(c) of this Agreement shall not apply to individual design and/or construction management projects.
- c. 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:**

It is expected that the consultant will perform the work in a timely fashion in accordance with the schedule that is agreed upon at the commencement of each project. The City shall provide requested items within ten (10) working days of the request. Deliverables (review sets, bid documents, 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. 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 by Michigan law shall not be considered as a valuable gift for the purposes of this Agreement.

**10. Nondiscrimination:**

The Consultant 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 Consultant 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 the consultant or subcontractor employed in the performance of this Agreement.

**11. 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, drawings, and specifications, or other documents and services; nor shall that approval be deemed to be an assumption of that responsibility by the City for any defect in the designs, drawings and specifications or other documents prepared by Consultant, its employees, subcontractor, agents and consultants.

**12. Compliance With Laws:**

This Contract and all of the Consultant's Professional Services 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. Consultant represents that it is in compliance with all such laws and eligible and qualified to enter into this Agreement.

**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 of Novi: Rob Hayes, P.E., Director of Public Services and Maryanne Cornelius, Clerk, with a copy to Thomas R. Schultz, City Attorney**

**Consultant:** \_\_\_\_\_

**CITY OF NOVI**

By

\_\_\_\_\_  
David Landry, Mayor

By

\_\_\_\_\_  
Maryanne Cornelius, Clerk

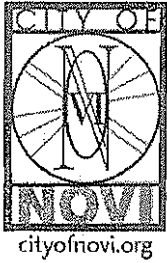
**CONSULTANT**

By

\_\_\_\_\_



# EXHIBIT A



CITY OF NOVI, MICHIGAN  
REQUEST FOR PROPOSALS (RFP)  
July 10, 2009

FEE PROPOSAL FOR  
ENGINEERING CONSULTANT SERVICES  
2009-2011 PUBLIC PROJECTS

- A. Overview.** This Request for Proposals is being sent to the consultants that have been selected as a result of the Request for Qualifications dated June 2, 2009. Firms were selected using the City's consultant evaluation and selection process, which is based on the Qualifications Based Selection (QBS) process for professional services. As part of a two-step process, the qualified consultants are requested to provide a proposed fee curve for the types of projects and services described herein.
- B. Scope of Services for Standard Projects** – The consultant shall perform the following minimum scope of services for road construction, road rehabilitation, traffic signal design, sidewalk and pathway construction, water main construction, sanitary sewer/storm sewer construction, sanitary lift station upgrades, and detention basin retrofit projects.
- 1.) Attend a kickoff meeting with the City to develop the scope, budget and schedule for the project. This discussion will occur following selection of the consultant for the project, but prior to award. The intent of the initial kick-off meeting is to finalize scope and budget for the project to determine design fees.
  - 2.) Upon authorization by the City Council and the City Engineer, the Consultant shall:
    - If needed, develop specifications for geotechnical services and obtain proposals from a minimum of three geotechnical consultants. The City will expeditiously award a separate purchase order to the geotechnical consultant directly based on the recommendation from the Consultant. The geotechnical services will be excluded from the consultant's contract and the geotechnical firm will be paid directly by the City. However, the consultant shall coordinate the geotechnical activities on the city's behalf.
    - Review existing information available from the City. The City will provide information in the form of record drawings of existing roadways and utilities (as available), standard details, specifications, benchmarks, etc., as required to assist the Consultant in completing the work.
    - Provide complete topographic survey of the project area, as necessary to complete the project. The survey must include and identify type, size and condition of all trees measuring 6-inch d.b.h. and larger.
    - Prepare construction plans, specifications and cost estimates for the project. Additionally, the City requires that contours and/or spot elevations must be shown on the plans to show drainage. The plans must comply with City of Novi standards and regulations and other agency requirements, as

applicable, unless otherwise approved by the City Engineer. Profiles are required for all sidewalks, pathways and utilities (regardless of size).

- Identify easements that may be required. The consultant shall prepare the legal descriptions of the parcel and easement area based on title information to be provided by the City. The City will work through the City Attorney's office to obtain any required easements.
  - Contact and coordinate with all utility companies with facilities within the project boundary to determine locations of utilities for incorporation into the project plan.
  - Coordinate all work with state and local agencies to acquire any required permits. The consultant shall provide plans, prepare and submit permit application, meet with permit officials and provide additional analysis as necessary to facilitate permit approval.
  - The Consultant shall be responsible for specifying protection of existing survey monumentation and coordinating with the County surveyor as required.
- 3.) The Consultant shall complete a soil erosion and sedimentation control plan for the project in compliance with Part 91 of P.A. 451 of 1994, Chapter 29 of the Novi Code of Ordinances and the City of Novi SESC Program Manual. The consultant shall complete and submit the city SESC application and checklist at the time of 90% plan submittal.
- 4.) As required, the Consultant shall attend public informational meetings, and prepare exhibits and other display material that may be needed to present the project(s). For the purposes of the proposal assume a total of two (2) meetings, either public information meetings or City Council meetings.
- 5.) In addition to the submittals stated elsewhere in this scope, the Consultant shall provide the following submittals for each contract:
- The Consultant shall be responsible for the printing and distribution of all bid documents and addenda to potential bidders and plan holders. The costs associated with the reproduction of the bid documents shall be included in the design phase fees for the consultant and may be offset by charging plan holders for the actual cost for bid documents.
  - The Consultant shall submit **two (2) paper sets** of plans and **one (1) copy** of cost estimates for review to the City Engineer at 30% complete. A digital version of the plans may be requested.
  - The Consultant shall submit **four (4) paper sets** of plans, **one (1) paper set** of specifications and a construction cost estimate at 90% complete for review and comment. A digital version of the plans and specifications shall also be provided.
  - The Consultant shall submit **three (3) sets** of plans for soil erosion and sedimentation control review permit when requested by the Engineering Division.

- The Consultant shall distribute **three (3)** sets of as-bid drawings and specifications to the City at the time of construction bidding (clearly marked as "BID SET") along with all subsequent addenda at the same time they are sent to planholders. The submittals shall be made to the following departments directly as shown in the schedule below:

Department	Bid Sets (Paper) AND All Addenda	Addenda Only	Electronic Version of Bid Set
City Clerk's Office 45175 W Ten Mile, Novi, MI 48375	1 set		
Lisa DeMeo Department of Public Services 26300 Delwai, Novi, MI 48375 ldemeo@cityofnovi.org	2 sets		1 set
Sue Morianti, Purchasing 45175 W Ten Mile, Novi, MI 48375		1 set	

- The consultant shall also submit the as-bid drawings and specifications in pdf format to the City Engineer at the time of bidding as well as a CD of the digital file converted to AutoCAD format.
  - The Consultant shall also provide all plan sets required for permit application submittal to any agencies as required.
  - At the end of the project, the consultant shall submit to City Engineering all project reports and documents, and written recommendation regarding final acceptance of the project. The Consultant, shall also prepare record drawings and transmit one (1) digital copy of as-built plan in .tif format (400 dpi minimum), two (2) plan copies, and a CD containing the digital file of the record drawings in the City standard format (AutoCAD), and provide such information to the Engineering Division within three (3) months following substantial completion of the project. Record drawings shall meet the city requirements under Section 11-301 of Novi Code of Ordinances.
- 6.) As a part of the Design Phase, the Consultant shall prepare bid documents and provide assistance to the City Engineering and Purchasing Divisions with the bidding of the project, including coordinating and facilitating the pre-bid meeting, preparation of contract addenda, plan revisions, responding to bidder inquiries, review of bids, and recommendation of award to City Engineering. All bidding activities shall be coordinated through the Engineering Division and Purchasing Division. Following the bid opening, the consultant shall provide to Sue Morianti, Purchasing Manager (via email [smorianti@cityofnovi.org](mailto:smorianti@cityofnovi.org) ) the planholders list for the project and documentation that all addenda, if any, were sent to all

planholders. The consultant shall copy the Project Manager in Engineering on this email. The consultant shall review all bids, provide a bid tabulation and award recommendation letter to Engineering and shall prepare a Notice of Award for signature by the City. Following award of the project by City Council, the consultant shall prepare seven (7) copies of the contract documents and provide the contractor with the Notice of Award. The contractor will provide executed copies of the contract documents to the consultant with bonds and insurance within the prescribed time in the Notice of Award. The consultant shall review the contract documents for completeness, review bonding and insurance documents provided by the contractor for compliance with the contract documents. The consultant shall coordinate review of the contract documents with the City Attorney and the contractor to incorporate review comments and facilitate positive recommendation from the City Attorney. Finally, the consultant shall prepare the Notice to Proceed for signature by the City.

- 7.) Contract administration services shall include, but not be limited to: reviewing shop drawings furnished by the contractor, coordinating and running the pre-construction meeting, interpretation of plans and specifications, preparation and certification of pay estimates, preparation and submittal of progress reports, staking, project review, reviewing and responding to contractor claims, coordination of project close-out, and record drawing preparation.
- 8.) Construction Inspection services shall include, but not be limited to: full-time construction inspection during active construction, part-time inspection during restoration, testing, and other tasks that do not require full-time inspection (as determined by the City), ensuring compliance with contract documents, regular consultation with City Engineering, materials testing, and final acceptance testing. Also part of construction inspection services shall be soil erosion and sedimentation control tasks (see detailed requirements below). The Consultant must also promptly attend to resident concerns and complaints as they become known.
- 9.) During the construction phase the Consultant shall be responsible for administering and enforcing the soil erosion and sedimentation control plan as an agent for the City under the Authorized Public Agency (APA) program, in compliance with the City of Novi *Authorized Public Agency Soil Erosion and Sedimentation Control Program Manual*. The Consultant shall also be responsible for soil erosion and sedimentation control inspections of the project for compliance with the approved soil erosion and sedimentation control plan. The inspections must be completed by an individual who has current certification through the Michigan Department of Environmental Quality under Part 91. The inspections must occur at regular intervals and soil erosion and sedimentation control inspection logs must be maintained and provided to City staff as required. The Consultant shall also be responsible for instituting corrective measures in the field to prevent soil erosion and sedimentation as required, and for overseeing the Contractor's Storm Water Operator.

**C. Award of Contract Amendments for Standard Projects.** It is anticipated that the selected consultant will enter a general agreement with the City (see agreement draft in Exhibit B) for a period of two years. Each project will be awarded to a

consultant by City Council as a supplemental agreement (see agreement draft in Exhibit C) that is also governed by the general agreement. (This process is still under review by City Council and will not be finalized before the due date of this RFP). Projects will be awarded on a rotating basis. The order of award to consultants will initially be chosen at random and projects will generally be awarded in order with the intent to award comparable fee amounts to each consultant, during the 2-year term of the general agreement. It is possible, based on varying contract amounts that the award order could change from the initial order.

- D. **Award of Other Professional Services.** Studies and other projects that do not follow the standard scope of services may require solicitation of proposals from the Consultants that are currently under contract with the City. The proposals will be reviewed using the City's consultant evaluation and selection process, which is based on the Qualifications Based Selection (QBS) process for professional services. Reviews may be based on, but not limited to, understanding of project, design approach, schedule and fee.
- E. **Fee Structure.** The fees for standard projects will follow the tabulated fee structure provided in Attachment A based on the format below:

Fee Type	Calculation Method
Design Fees	Determined as % of <u>estimated</u> construction costs
Contract Administration Fees	Determined as % of <u>awarded</u> construction costs
Construction Inspection Fees	Crew day costs are supplied by the consultant and multiplied by the total crew days provided by the contractor for a total inspection budget.*

\*Crew days shall be defined by the construction contract documents as an 8 hour day. Crew days shall be billed in 4 hour increments rounded to the next half day, therefore a 10 hour day shall be 1.5 crew days, a 3 hour day is 0.5 crew days, a 6 hour day shall be 1.0 crew days. There will be no payment to the consultant for extra crew days that were not charged to the contractor. The intent of using crew days for inspection services is to provide a method for the consultant to recoup costs associated with slow progress by the contractor.

A completed Attachment A shall be submitted as the fee proposal for consideration of future contracts. Following receipt of all fee proposals, the City will work with the qualified consultants to develop a uniform fee structure.

Fees for other projects that do not have a standard scope of services will be determined through a separate request for proposal process.

The fees shall include all expenses required to complete the scope of services described herein, including but not limited to costs related to mileage, vehicles, reproduction, computer use, etc.

**F. Submittal of Proposals.** To be considered, a sealed fee proposal (one (1) copy of completed Attachment A only) must arrive at the City of Novi, Office of the City Clerk, Attn: Sue Morianti, Purchasing Manager, 45175 W. Ten Mile Road, Novi, Michigan 48375 on or before **2:00 P.M., Wednesday, July 22, 2009** and clearly labeled Fee Proposal for Engineering Consultant Services – 2009-2011 PUBLIC PROJECTS. There will be no exceptions to this requirement and the City of Novi shall not be held responsible for late, lost, or misdirected proposals.

Questions regarding this Request for Proposals may be directed to:

Civil Engineer, Ben Croy, PE  
bcroy@cityofnovi.org  
(248) 735-5635

Or

Senior Civil Engineer, Brian Coburn, PE  
bcoburn@cityofnovi.org  
(248) 735-5632



**ATTACHMENT A  
CITY OF NOVI  
INSURANCE REQUIREMENTS**

1. 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) per occurrence and/or aggregate.
2. All policies shall name the Contractor 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.

It is required that all policies (except Professional Liability) 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, Purchasing Department, 45175 West Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

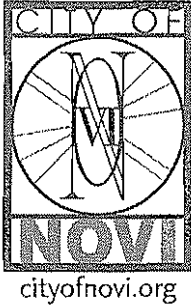
3. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.

4. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City 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.
5. 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.
6. 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.
7. The City has the authority to vary from the specified limits as deemed necessary.

**ADDITIONAL REQUIREMENTS**  
**Indemnity/Hold Harmless**

1. The Contractor 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 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 race, color, sex, age, or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. 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.





CITY OF NOVI, MICHIGAN  
REQUEST FOR PROPOSALS (RFP)

FEE PROPOSAL FOR  
ENGINEERING CONSULTANT SERVICES  
2009-2011 PUBLIC PROJECTS

**Addendum #1**

**INTENT:** This addendum has been issued to modify and/or interpret the original specifications for the RFP for engineering consultant services. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

**Response:** The Consultant shall verify receipt of this Addendum in their proposal.

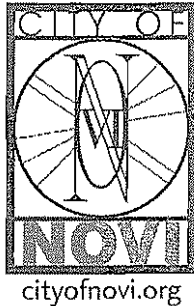
**Contents:** Included in this Addendum is one (1) page of written addenda description and one (1) revised Excel spreadsheet.

**Clarifications:**

- The insurance requirements stated in the City of Novi Insurance Requirements section should be used for the purposes of this proposal. Please disregard the conflicting information provided in the draft agreements.
- It should be assumed that for projects requiring easements, the appropriate legal descriptions and exhibits shall be provided as part of the project design.
- It should be assumed that *Road Construction* projects will require topographical survey, and *Road Rehabilitation* projects can be designed as a "log" job without the need for topographical survey.
- Please use the included spreadsheet, Proposed Fee Curves, reformatted to allow fractional percentages.

Brian Coburn, PE  
Senior Civil Engineer

Notice dated: July 16, 2009



**CITY OF NOVI, MICHIGAN  
REQUEST FOR PROPOSALS (RFP)**

**FEE PROPOSAL FOR  
ENGINEERING CONSULTANT SERVICES  
2009-2011 PUBLIC PROJECTS**

**Addendum #2**

**INTENT:** This addendum has been issued to modify and/or interpret the original specifications for the RFP for engineering consultant services. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

**Response:** The Consultant shall verify receipt of this Addendum in its proposal.

**Contents:** Included in this Addendum is one (1) page of written addenda description.

**Clarifications:**

- For the purposes of this RFP, it should be assumed that the average project will require two (2) to five (5) easements.
- The design fee will be established based on estimated construction costs. The estimated construction costs will be determined under Section B. 1. of the RFP during the initial kick-off meeting.
- The scope of each project will be determined during the initial kick-off meeting (section B.1. of the RFP). In the event that the project scope changes significantly during the course of the design phase as a result of unforeseen conditions, city-directed change, or act of God, the city will negotiate a revised fee with the consultant that is reflective of the additional effort required by the consultant as a result of the change.

Brian Coburn, PE  
Senior Civil Engineer

Notice dated: July 21, 2009

## FINAL SCOPE CHANGES ISSUED ON JULY 30, 2009

The following scope modifications were provided to the consultants in an email on July 30, 2009 during the negotiation of fees. The standard scope provided in the Request for Proposals shall be modified in the following manner:

- Material testing will no longer be included in crew days. Instead, the consultant shall have the responsibility for assisting the City in the development of a budget for material testing services, assist the City in the procurement of a materials testing firm, directing their work on the city's behalf, reviewing their invoices on the city's behalf, and other tasks necessary to manage the material testing needs of a particular project. The City will contract directly with the material testing firm; however, the consultant will actively manage the material testing firm as the City's agent.
- The crew day definition shall be changed only to state that the minimum crew day charged for a no-show by the contractor shall be 2 hours (0.25 crew days) which is reflective of the actual cost to the consultant for traveling to the site and traveling back to the office.

**EXHIBIT B  
ENGINEERING FEES BY CONSTRUCTION VALUE AND TYPE OF PROJECT**

COST OF CONSTRUCTION From To		ROAD CONSTRUCTION			ROAD REHABILITATION			SIDEWALKS & PATHWAYS		
		Design Phase (% Construction)	Contract Admin (% Construction)	Inspection Fees (cost per crew day)	Design Phase (% Construction)	Contract Admin (% Construction)	Inspection Fees (cost per crew day)	Design Phase (% Construction)	Contract Admin (% Construction)	Inspection Fees (cost per crew day)
\$ -	\$ 50,000	11.50%	8.00%	\$615.00	10.00%	6.00%	\$615.00	13.00%	8.00%	\$615.00
\$ 50,001	\$ 75,000	11.00%	7.50%	\$615.00	9.50%	6.00%	\$615.00	12.50%	7.50%	\$615.00
\$ 75,001	\$ 100,000	10.75%	7.50%	\$615.00	9.25%	6.00%	\$615.00	12.00%	7.50%	\$615.00
\$ 100,001	\$ 125,000	10.30%	7.00%	\$615.00	8.80%	5.50%	\$615.00	11.70%	7.00%	\$615.00
\$ 125,001	\$ 150,000	10.15%	7.00%	\$615.00	8.65%	5.50%	\$615.00	11.20%	7.00%	\$615.00
\$ 150,001	\$ 200,000	9.75%	7.00%	\$615.00	8.25%	5.50%	\$615.00	10.70%	7.00%	\$615.00
\$ 200,001	\$ 300,000	9.30%	7.00%	\$615.00	7.80%	5.00%	\$615.00	10.00%	6.50%	\$615.00
\$ 300,001	\$ 400,000	8.90%	7.00%	\$615.00	7.40%	5.00%	\$615.00	9.40%	6.50%	\$615.00
\$ 400,001	\$ 500,000	8.50%	6.50%	\$615.00	7.00%	4.50%	\$615.00	8.90%	6.50%	\$615.00
\$ 500,001	\$ 750,000	7.75%	6.40%	\$615.00	6.25%	4.00%	\$615.00	8.20%	6.00%	\$615.00
\$ 750,001	\$ 1,000,000	7.10%	6.00%	\$615.00	5.60%	3.25%	\$615.00	7.90%	5.50%	\$615.00
\$ 1,000,001	\$ 2,000,000	6.35%	5.30%	\$615.00	4.85%	2.50%	\$615.00	7.50%	5.00%	\$615.00
\$ 2,000,001	\$ 3,000,000	6.00%	4.50%	\$615.00	4.50%	2.25%	\$615.00	7.10%	4.50%	\$615.00
\$ 3,000,001	\$ 5,000,000	5.78%	4.10%	\$615.00	4.28%	2.00%	\$615.00	6.90%	4.00%	\$615.00
\$ 5,000,001	\$ 7,500,000	5.60%	3.80%	\$615.00	4.10%	2.00%	\$615.00	6.70%	3.50%	\$615.00

COST OF CONSTRUCTION From To		WATER MAIN CONSTRUCTION			SANITARY/STORM SEWER CONSTRUCTION			SANITARY LIFT STATION UPGRADES		
		Design Phase (% Construction)	Contract Admin (% Construction)	Inspection Fees (cost per crew day)	Design Phase (% Construction)	Contract Admin (% Construction)	Inspection Fees (cost per crew day)	Design Phase (% Construction)	Contract Admin (% Construction)	Inspection Fees (cost per crew day)
\$ -	\$ 50,000	11.00%	8.00%	\$615.00	11.50%	8.00%	\$615.00	20.00%	9.00%	\$615.00
\$ 50,001	\$ 75,000	10.50%	7.50%	\$615.00	11.00%	7.50%	\$615.00	17.00%	8.45%	\$615.00
\$ 75,001	\$ 100,000	10.00%	7.50%	\$615.00	10.50%	7.50%	\$615.00	14.75%	8.10%	\$615.00
\$ 100,001	\$ 125,000	9.50%	7.00%	\$615.00	10.50%	7.00%	\$615.00	12.80%	7.50%	\$615.00
\$ 125,001	\$ 150,000	9.00%	7.00%	\$615.00	10.00%	7.00%	\$615.00	11.40%	7.30%	\$615.00
\$ 150,001	\$ 200,000	8.40%	7.00%	\$615.00	9.50%	7.00%	\$615.00	10.50%	7.20%	\$615.00
\$ 200,001	\$ 300,000	8.00%	6.50%	\$615.00	9.50%	6.50%	\$615.00	9.80%	6.85%	\$615.00
\$ 300,001	\$ 400,000	7.40%	6.50%	\$615.00	9.50%	6.50%	\$615.00	9.20%	6.75%	\$615.00
\$ 400,001	\$ 500,000	7.25%	6.50%	\$615.00	9.00%	6.50%	\$615.00	8.70%	6.55%	\$615.00
\$ 500,001	\$ 750,000	6.90%	6.00%	\$615.00	9.00%	6.00%	\$615.00	8.10%	6.20%	\$615.00
\$ 750,001	\$ 1,000,000	6.50%	5.50%	\$615.00	8.50%	5.50%	\$615.00	7.80%	5.80%	\$615.00
\$ 1,000,001	\$ 2,000,000	6.30%	5.00%	\$615.00	8.00%	5.00%	\$615.00	7.30%	5.15%	\$615.00
\$ 2,000,001	\$ 3,000,000	6.10%	4.50%	\$615.00	7.50%	4.50%	\$615.00	6.90%	4.50%	\$615.00
\$ 3,000,001	\$ 5,000,000	6.00%	4.00%	\$615.00	7.00%	4.00%	\$615.00	6.70%	4.05%	\$615.00
\$ 5,000,001	\$ 7,500,000	5.90%	3.50%	\$615.00	6.50%	3.50%	\$615.00	6.50%	3.65%	\$615.00

COST OF CONSTRUCTION From To		DETENTION BASIN RETROFIT			TRAFFIC SIGNALS		
		Design Phase (% Construction)	Contract Admin (% Construction)	Inspection Fees (cost per crew day)	Design Phase (% Construction)	Contract Admin (% Construction)	Inspection Fees (cost per crew day)
\$ -	\$ 50,000	14.00%	8.00%	\$615.00	14.00%	6.00%	\$615.00
\$ 50,001	\$ 75,000	13.25%	7.50%	\$615.00	12.35%	5.80%	\$615.00
\$ 75,001	\$ 100,000	12.75%	7.00%	\$615.00	11.00%	5.60%	\$615.00
\$ 100,001	\$ 125,000	11.85%	6.50%	\$615.00	9.75%	5.40%	\$615.00
\$ 125,001	\$ 150,000	11.35%	6.50%	\$615.00	8.75%	5.30%	\$615.00
\$ 150,001	\$ 200,000	10.85%	6.50%	\$615.00	7.70%	5.10%	\$615.00
\$ 200,001	\$ 300,000	10.25%	6.00%	\$615.00	6.98%	5.00%	\$615.00
\$ 300,001	\$ 400,000	9.70%	6.00%	\$615.00	6.30%	4.80%	\$615.00
\$ 400,001	\$ 500,000	9.20%	6.00%	\$615.00	6.00%	4.70%	\$615.00
\$ 500,001	\$ 750,000	8.60%	5.50%	\$615.00	5.50%	4.50%	\$615.00
\$ 750,001	\$ 1,000,000	8.20%	5.50%	\$615.00	4.75%	4.40%	\$615.00
\$ 1,000,001	\$ 2,000,000	7.70%	5.00%	\$615.00	4.25%	4.20%	\$615.00
\$ 2,000,001	\$ 3,000,000	7.20%	4.50%	\$615.00	4.00%	4.10%	\$615.00
\$ 3,000,001	\$ 5,000,000	6.80%	4.10%	\$615.00	3.75%	3.90%	\$615.00
\$ 5,000,001	\$ 7,500,000	6.40%	3.80%	\$615.00	3.50%	3.80%	\$615.00

**Notes:**

1. Design fees are determined by multiplying the construction cost estimate by the % fee shown in the above tables.
2. Contract Administration fees are determined by multiplying the contractor's bid by the % fee shown in the above tables.
3. Inspection fees are determined by multiplying the number of crew days provided by the contractor in the bid by the cost per crew day as defined above.

**SUPPLEMENTAL ENGINEERING AGREEMENT**

**PROJECT NAME**

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:**

[description of project]

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 and in compliance with all terms and conditions of this Agreement.

Exhibit A Work Plan, Project Budget and Schedule

Exhibit B Request for Proposals dated \_\_\_\_\_.

Exhibit C Design and Construction Engineering Fee Curve as adopted by the City for this type of project.

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

1. Basic Fee.

- a. Design Phase Services: The Engineer shall complete the design phase services as described herein for a lump sum fee of \$ \_\_\_\_\_, which is \_\_\_% of the estimated construction cost (\$ \_\_\_\_\_) as indicated on the Design and Construction Engineering Fee Curve, attached.

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- b. Construction Phase Services: The Engineer shall complete the construction phase services as described herein according to the fee schedule as described below:
- i. Contract Administration: The Engineer shall complete Contract Administration services for a lump sum fee of \$ \_\_\_\_\_, which is \_\_\_% of the awarded construction cost (\$ \_\_\_\_\_) as indicated on the Design and Construction Engineering Fee Curve, attached.
  - ii. Construction Inspection: The Engineer shall complete Construction Inspection services for \$ \_\_\_\_\_ per crew day as described in the request for proposals. "Crew days" shall be defined by the construction contract documents as an 8 hour day. Crew days shall be billed in 4 hour increments rounded to the next half day, therefore a 10 hour day shall be 1.5 crew days, a 3 hour day is 0.5 crew days, a 6 hour day shall be 1.0 crew days. There will be no payment to the consultant for extra crew days that were not charged to the contractor. The Engineer acknowledges that intent of using crew days for inspection services is to provide a method for the consultant to recoup costs associated with slow progress by the contractor.

2. Payment Schedule for Basic Fee.

Engineer shall submit monthly statements for Basic Services rendered. The statements shall be based on Engineer's estimate of the proportion of the total services actually completed for each task as set forth in Exhibit A at the time of billing. The City shall confirm the correctness of such estimates, and may use the City's own Engineer for such purposes. The monthly statements should be accompanied by such properly completed reporting forms and such other evidence of progress as may be required by the City. 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.

Payment Schedule for Expenses.

All expenses required to complete the scope of services described herein, including but not limited to costs related to mileage, vehicles, reproduction, computer use, etc., shall be included in the basic fee and shall not be paid separately. However, as compensation for expenses that are not included in the standard scope of services, when incurred in direct connection with the project, and approved by the City, the City shall pay the Engineer its actual cost times a factor of 1.15.

**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 7- 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 90 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 relative to all Personnel engaged in performing services pursuant to this Agreement, with coverage not less than that required by applicable law.



- B. Comprehensive General Public Liability insurance with maximum bodily injury limits of \$3,000,000 (Three Million Dollars) each occurrence and/or aggregate and minimum Property Damage limits of \$3,000,000 (Three Million Dollars) each occurrence and/or aggregate.
- C. Automotive 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 occurrence and/or aggregate minimum property damage limits of \$3,000,000 (Three Million Dollars) each occurrence and/or aggregate.
- 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, and Environmental Impairment coverage.

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 to the City.

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

If any work is sublet in connection with this Agreement, the Engineer shall require each subcontractor 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.

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

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.

The Engineer agrees that it is its responsibility and not the responsibility of the City to safeguard the property and materials used in performing this Agreement. Further, this Engineer agrees to hold the City harmless for any loss of such property and materials used 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 Contract 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., Director of Public Services and Maryanne Cornelius, Clerk, with a copy to Thomas R. Schultz, City Attorney

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 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.

All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the City. All questions as to the satisfactory and acceptable fulfillment of the terms of this agreement shall be decided by the City.

**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 permissible 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

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

By:  
Its:

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

\_\_\_\_\_.

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

WITNESSES

CITY OF NOVI

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

By:  
Its:

The foregoing \_\_\_\_\_ was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

200 \_\_, by \_\_\_\_\_ on behalf of the City of Novi.

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

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**EXHIBIT A - WORK DESCRIPTION**

*[This document will change with each agreement, with the description to be prepared by the City for each project].*

Engineer shall provide the City professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as the City's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary engineering services incidental thereto, as described below.

**A. Basic Services.**

[see attached]

**B. Performance.**

1. The Engineer agrees that, immediately upon the execution of this Agreement, it will enter upon the duties prescribed in this agreement, proceed with the work continuously, and make the various submittals on or before the schedule specified here. The City is not liable and will not pay the Engineer for any services rendered before written authorization is received by the Engineer.

2. The Engineer shall submit:

[insert any time limits for submission of plans, etc.]

3. If any delay is caused to the Engineer by order of the City to change the design or plans; or by failure of the city to designate right-of-way, or to supply or cause to be supplied any data not otherwise available to the Engineer that is required in performing the work described; or by other delays due to causes entirely beyond the control of the Engineer; then, in that event, the time schedules will be adjusted equitably in writing, as mutually agreed between the City and the Engineer at the moment a cause for delay occurs.

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4. Since the work of the Engineer must be coordinated with the activities of the City (including firms employed by and governmental agencies and subdivisions working with the City), the Engineer shall advise the City in advance, of all meetings and conferences between the Engineer and any party, governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.

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