



CITY of NOVI CITY COUNCIL

Agenda Item B
November 22, 2010

SUBJECT: Approval to award a professional services contract for the design of Fuerst Park Phase 2 Improvement Project 3 (park pathway lighting and park irrigation), to The Johnson Hill Land Ethics Studio, in the amount of \$19,250.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *R14*
Department of Parks, Recreation and Cultural Services *BIC*

CITY MANAGER APPROVAL: 

| | |
|-----------------------------|---------------------------|
| EXPENDITURE REQUIRED | \$19,250 |
| AMOUNT BUDGETED | \$323,000 |
| LINE ITEM NUMBER | 208-691.00-974.050 |

BACKGROUND INFORMATION:

The second phase of the development of Fuerst Park was approved in the FY2010-11 Capital Improvement Program in the amount of \$323,000. The following projects were funded as part of Phase 2:

- 1) Construction and planting of formal gardens
- 2) Installation of light poles along Ten Mile Road
- 3) Installation of additional lighting, electricity, and irrigation within the park
- 4) Installation of amenities such as benches, trash receptacles, arbors, and tables
- 5) Wildflower planting as shown on the concept plan

Project 1 is complete and project 2 was awarded for construction on September 13, 2010 with completion anticipated in late December 2010. This agenda includes the professional services required to complete the design of project 3. Projects 4 and 5 are set for completion in spring 2011 by DPS Field Operations Division.

This project (project 3) includes two tasks: the design and layout of electrical service and pedestrian pathway lighting throughout the park, and the design of park irrigation where irrigation is not currently provided. The consultant will assist with the selection of internal park lighting that will be in general conformance with the attached original concept plan and the existing lighting at the Fuerst Park Amphitheatre, Civic Center, and Library. It is anticipated that the lighting options will be presented to City Council for approval. The irrigation system will be extended to areas of the park that are currently not irrigated. The irrigation work will also include the disconnection of the existing irrigation system from City water supply and reconnection to the new well water supply at the Novi Public Library.

Following a public solicitation period of the attached RFP, five (5) proposals were received on November 10, 2010. The proposals were evaluated using *Qualifications Based Selection*. The following table summarizes the results of the proposal review process:

| Firm | Design Fee Pathway Lighting | Design Fee Park Irrigation | Total Design Fee | Staff Review Score | Proposal Rank |
|--------------------------|-----------------------------|----------------------------|------------------|--------------------|---------------|
| Johnson Hill Land Ethics | \$14,000 | \$5,250 | \$19,250 | 1580 | 1 |
| Hamilton Anderson | \$12,295 | \$7,675 | \$19,970 | 1570 | 2 |
| FTCH* | N/A | N/A | N/A | 1375 | 3 |
| Park Avenue Lighting* | N/A | N/A | N/A | 1045 | 4 |
| Dymax* | N/A | N/A | N/A | 430 | 5 |

* Fees were opened for the top two ranked proposals only.

Of the five firms that submitted proposals, The Johnson Hill Land Ethics Studio (JHLE) met all of the requirements listed in the request for proposals and had the highest staff review score (see attached JHLE proposal dated November 10, 2010 and the Engineering Division's scoring summary for reference). In addition, JHLE had the lowest overall fee of the two top-ranked proposals.

Staff contacted the references provided and all reported JHLE was very qualified, had competitive prices and was easy to work with. Therefore, staff recommends award of the project in the amount of \$19,250 to JHLE.

Construction is scheduled to begin in spring 2011 and completion is anticipated by summer 2011.

RECOMMENDED ACTION: Approval to award a professional services contract for the design of Fuerst Park Phase 2 Improvement Project 3 (park pathway lighting and park irrigation), to The Johnson Hill Land Ethics Studio, in the amount of \$19,250.

| | 1 | 2 | Y | N |
|-------------------------|---|---|---|---|
| Mayor Landry | | | | |
| Mayor Pro Tem Gatt | | | | |
| Council Member Crawford | | | | |
| Council Member Fischer | | | | |

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



The Concept

- Fluid path network organizes park components and links them together
- Simple loop path highlights hill as park centerpiece and formalizes the natural topography
- Consistent details and materials communicate park character and maintain continuity between spaces
- Library, high school and Civic Campus have strong linkages

SCORING SUMMARY

Project Description: Design Services for Fuerst Park Phase 2 Improvements

RANK 1= LOW, 5= BEST

| SCORES | Item weight: | 25 | 35 | 20 | 20 | Totals | Rank |
|--------------------------|--------------|----|----|----|------|-------------|----------|
| | | 1 | 2 | 3 | 4 | | |
| Park Avenue Lighting | | 9 | 12 | 12 | 8 | 1045 | 4 |
| Hamilton Anderson | | 18 | 14 | 18 | 13.5 | 1570 | 2 |
| Johnson Hill Land Ethics | | 14 | 18 | 13 | 17 | 1580 | 1 |
| Dymax | | 4 | 4 | 4 | 5.5 | 430 | 5 |
| FTCH | | 15 | 12 | 13 | 16 | 1375 | 3 |
| TOTALS | | 60 | 60 | 60 | 60 | | |

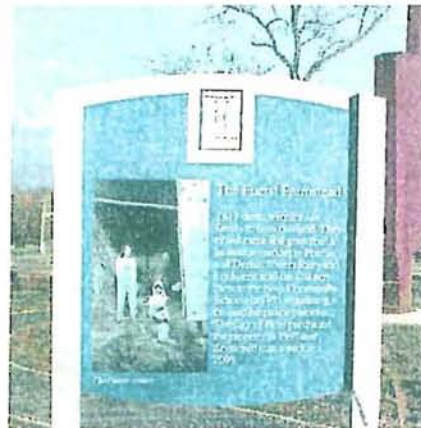
SCORING CRITERIA

1. Background of firm - History, Areas of expertise, Resource capabilities, Personnel (25%)
2. Statement of understanding of the scope of services, and project approach (35%)
3. Related experience in other communities with projects of similar scope (20%)
4. Project Schedule - Does it meet schedule requirements indicated in RFP? (20%)

PROPOSAL

Fuerst Park Phase 2 Improvements

City of Novi



November 10, 2010

Proposal submitted by:

The Johnson Hill  *Land Ethics Studio*

516 East Washington Street • Ann Arbor, Michigan 48104
t: 734.668.7416 f: 734.668.2525
www.jhle-studio.com



The Johnson Hill Land Ethics Studio

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November 10, 2010

Ms. Sue Morianti
Purchasing Manager
City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375-3024

Re: Proposal for Design Services
Fuerst Park Phase 2 Improvements

Dear Ms. Morianti:

Please accept this letter and the enclosed materials as the response of **Johnson Hill Land Ethics Studio** to the City's Request for Proposals for the Fuerst Park Phase 2 Improvements Design Services. Teaming with us on this proposal is **IlluminArt** and **John Deere Landscapes**. This letter and the attached proposal outline our related experience, understanding of the assignment and the City's objectives, along with a description of the services and the associated fees.

The Johnson Hill Land Ethics Studio, IlluminArt, and John Deere Landscapes Team has extensive experience in landscape lighting and underground irrigation design. We have worked effectively together on numerous projects in the past and have established a strong working relationship with each other.

We are truly excited about the possibility of working on this project and appreciate the opportunity to submit a proposal for your consideration.

Sincerely,
The Johnson Hill Land Ethics Studio

Chester B. Hill, ASLA
Principal

Enclosures

OFFICES IN ANN ARBOR and TRAVERSE CITY, MICHIGAN

landscape architecture • natural resource conservation • community master planning • open space planning
community visioning • land use planning • historic preservation • cultural resource planning

Table of Contents

Phase 2
Fuerst Park Improvements
City of Novi, Michigan

| | | |
|------------------|--|--------------|
| Section 1 | Background of Firm | |
| | • Johnson Hill Land Ethics Studio..... | 1 |
| | • IlluminArt..... | 1 |
| | • John Deere Landscapes..... | 2 |
| Section 2 | Summary of Related Experience..... | 3-9 |
| Section 3 | References..... | 10 |
| Section 4 | Resumes..... | 11-15 |
| Section 5 | Statement of Understanding and Project Approach | |
| | • Statement of Understanding..... | 16-17 |
| | • Approach..... | 17 |
| | • Kick-off Meeting..... | 18 |
| | • Design Phase..... | 19 |
| | • Construction Documents..... | 20 |
| | • Bidding Services..... | 21 |
| | • Construction Phase Consultation..... | 22 |
| Section 6 | Schedule..... | 23 |

Background of Firms

Phase 2

Fuerst Park Improvements *City of Novi, Michigan*

The **Johnson Hill Land Ethics Studio** has assembled a Project Team specifically tailored to meet the requirements of this project. The JHLE Studio will be responsible for project coordination, construction documentation, and contract administration; **IlluminArt** for lighting design; and **John Deere Landscapes** for underground irrigation design.



The **Johnson Hill Land Ethics Studio** is nationally recognized firm that has pioneered innovative solutions to countless parks and recreation issues. Our approach is both experimental and experienced, emphasizing the interaction of clients, designers, and users.

The Johnson Hill Land Ethics Studio works closely with clients to determine the most appropriate solution for all project requirements. We provide a range of services for public, private, and non-profit clients. Our design and planning work emphasizes respect for the existing natural conditions, preservation of open space qualities, and responsiveness to the existing site characteristics.

The Johnson Hill Land Ethics Studio employs a professional staff of four, two of whom are registered Landscape Architects. We are committed to projects that embody high standards of design, integrity of artistic expression, and social purpose. Our staff's breadth of experience and interest means that we have the ability to meet the needs of diverse clients and communities.



The roots of **IlluminArt** extend back to the 1970's, with providing creative light solutions to international concert touring acts and theatrical productions world wide. In 1984, **IlluminArt** was established to provide professional lighting design services for commercial, retail, and residential projects. Since its founding, **IlluminArt** has worked on projects the world over, from the 5th Avenue Disney Store in Manhattan, to the six story Skygarden mall in Sydney, Australia, on exterior lighting projects ranging from parks to college and multinational corporate campuses, and on projects as small as a residential remodels. Today, **IlluminArt** has four employees and **Fantasee Lighting**, the event and stage-lighting design entity, has 14.

IlluminArt design studios are located downtown Ypsilanti Michigan. The principal designers of **IlluminArt** are members of the International Association of Lighting Designers. As a group, they believe that good communication, positive attitudes, teamwork and meeting time deadlines is essential to our success. **IlluminArt** provides design services to projects locally and globally and is recognized by receiving over 54 International Lighting Design awards.

Phase 2

Fuerst Park Improvements The Johnson Hill Land Ethics Studio



JOHN DEERE

John Deere was founded in 1837 and has grown into a corporation that today does business around the world and employs more than 50,000 people. The company continues to be guided, as it has been since its beginning, by the core values exhibited by its founder: integrity, quality, commitment and innovation.

John Deere Landscapes was formed in 2001 as a division of John Deere through acquisitions of McGinnis Farms and Century Rain Aid by John Deere. While John Deere is the world's leading manufacturer of farm and garden equipment, John Deere Landscapes provides irrigation equipment and irrigation design services to landscape-service professionals across the United States. John Deere Landscapes features irrigation equipment manufactured by Hunter, Rain Bird, Oase, Berkeley, NDS, AquaMaster, SyncroFlo, Netafim, Irritrol and many more.

Jason Parko, Commercial Services Manager for John Deere Landscapes, will coordinate the irrigation design for this project. Mr. Parko's office is located at 31691 Dequindre Road, Madison Heights, Michigan 48071.

Summary of Related Experience

Phase 2 Fuerst Park Improvements *City of Novi, Michigan*

The members of the Johnson Hill Land Ethics Studio Project Team have prepared many detailed designs for park projects that included lighting and irrigation. The following is a representative sample:

Projects completed by **Johnson Hill Land Ethics Studio** that *included lighting and irrigation* and are therefore relevant to this RFP include:

- University of Michigan East University Pedestrian Mall, Ann Arbor
- Washtenaw Community College Athletic Fields, Ann Arbor Township
- Rolling Hills Park, Washtenaw County
- Ann Arbor Parks Department, Ann Arbor
- Beech Woods Park, Southfield (under construction)

Projects completed by **IlluminaArt** *in conjunction with Johnson Hill Land Ethics Studio* and are relevant to this RFP include:

- Washtenaw Community College Athletic Fields, Ann Arbor
- Beech Woods Park, Southfield
- Albion Streetscape, Albion
- Washington and Main Streetscape, Ann Arbor

See Page 9 for a complete listing of completed park and site projects.

Projects completed by **John Deere Landscapes** *in conjunction with Johnson Hill Land Ethics Studio* and are relevant to this RFP include

- Washtenaw Community College Athletic Fields, Ann Arbor
- Beech Woods Park, Southfield
- University of Michigan East University Pedestrian Mall, Ann Arbor
- University of Michigan North Quad, Ann Arbor

East University is the major pedestrian corridor connecting the University of Michigan's Central Campus with the new Life Sciences Institute and the Medical Campus.

The East University Mall was formerly a through street for vehicular traffic. Since it was converted to a pedestrian mall, it has become the primary pedestrian route on the east edge of Central Campus. As the Life Sciences buildings near completion, the northern edge of the mall has become a more important pedestrian space.

This design effort coincided with the completion of the Dana Building, home of the School of Natural Resources and Environment. A major part of the project centers around the Dana Plaza portion of East University. The design extends the elements of the southern portion of the Mall and begins a transition as it nears the northern boundary at North University. The design also includes an improvement of the pedestrian crossing at North University and incorporates the designs for the gardens surrounding the Ruthven Museum of Anthropology.



Construction on the Dana Plaza portion of the project is expected to begin during 2007.



East University Pedestrian Mall

*Ann Arbor,
Michigan*

Client:
The University of Michigan
Facilities Planning and Design
326 East Hoover Street
Ann Arbor, Michigan 48109
734.647.2031



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Phase 2
Fuerst Park Improvements
The Johnson Hill Land Ethics Studio

In September 2007, Washtenaw Community College opened a Gold LEED Certified Health and Fitness Center in Ann Arbor, Michigan. The Johnson Hill Land Ethics Studio worked with the College to continue their commitment to sustainability in the surrounding athletic fields and outdoor recreational facilities.

Along with replacing the previously existing softball and soccer facilities, WCC also requested the layout, planning, and construction documents for baseball, basketball, volleyball, parking lot, bleachers, walks, a restroom and storage facility, and a platform tennis court.

Given the environmental commitment WCC had made to the athletic facility at large, the JHLE Studio included sustainable stormwater management practices into their layout for the Athletic Fields, including permeable asphalt in the parking area, permeable pavers outside the restrooms, three bioswales, and shallow retention areas planted with native vegetation allowing for maximum infiltration. The plan also minimized tree removal, and protected the natural wooded areas surrounding the site and acting as a buffer between the athletic fields and the Huron River.



Washtenaw Community College Athletic Fields

Ann Arbor, Michigan

Washtenaw Community College

4800 East Huron River Drive
Ann Arbor, Michigan 48105
734.677.5322



The
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Land Ethics
Studio**

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The Johnson Hill Land Ethics Studio was the prime consultant for the \$3.2 million Rolling Hills County Park project.

In addition to expanding their existing water park, the Washtenaw County Parks and Recreation Commission sought the enhancement of general park features to serve a broad spectrum of guests. JHLE led a multi-disciplinary team from schematic design through design development, construction documentation and construction supervision.

The existing water park was expanded to include two new interactive spray-play features and a 750-foot long lazy river tube ride. A new food service concession building was added and four new picnic shelters were constructed. Other general park improvements included two new fishing docks and a wetland trail bridge crossing, 1½ miles of paved, multi-use trail, new entrance drive and parking lots, and improved handicapped accessibility.



Rolling Hills County Park

*Ypsilanti Township,
Michigan*

Client:
Washtenaw County Parks and
Recreation Commission
2230 Platt Road
Ann Arbor, Michigan 48107

Tom Freeman
Superintendent of Park Planning
734.971.6337



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During his fifteen years with the City of Ann Arbor, Chet Hill was involved with virtually every park development project in the city.

This park planning and design work for the City of Ann Arbor Parks and Recreation Services Unit continues at the Johnson Hill Land Ethics Studio. Experience with the Ann Arbor Parks system include the following project highlights:

Barton Park - Canoe portage including docks and landings, pond construction, pathways, parking lot and plantings.

Burns Park - Play areas, game courts, pathways, and plantings.

Dolph Park - Nature area improvements including boardwalks, interpretive graphics and shelters, trails, and plantings.

Gallup Park - Docks, decks, boardwalks, bridges, ponds, paths, parking, picnic areas, shelters, and canoe livery.

Leslie Park - Ball diamonds, game courts, parking, paths, toboggan hill, and plantings.

Leslie Science Center - Historic restoration of an existing house, paths, plantings including a prairie area and a garden area, and parking.

Liberty Plaza - Downtown urban plaza with benches, large planters, and numerous plantings.

Island Park - Bridges, boardwalks, paths, play area, picnicking, historic shelter restoration, riverbank protection, and plantings.

Riverside Park - Waterfront picnicking, extensive play area, ball diamonds, paths, parking lot, riverbank protection, and plantings.

Veterans Park - Tennis courts, parking, plantings, and sled hill.

These projects all entailed conceptualization, design, public participation, detailed design, cost estimating, public hearings, construction documentation, bidding and review, and construction observation.



Ann Arbor Parks and Recreation

*Ann Arbor,
Michigan*

Client:
City of Ann Arbor
Parks and Recreation Services
100 North Fifth Avenue
Ann Arbor, Michigan 48104
734.994.2780



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Existing System Analysis and Recommendations

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734-492-6066

ILLUMINART PROJECTS COMPLETED

COMMERCIAL PROJECTS:

LANDSCAPE AND FACADE LIGHTING

Acediana Mall/ Lafayette, Louisiana: Robert Atkins & Associates, Exterior facade and landscape lighting. **Ann Arbor Washington Streetscape/Ann Arbor, Michigan:** William Johnson and Associates, Roadway and Pedestrian. **ANR One Woodward Building/Ann Arbor, Michigan:** Contracted by owner, Rooftop color engineering study with future specifications. **Bornitt Teller Retail Store/Schmiedel Mall, Troy, Michigan:** James Ryan and Associates, Exterior entrance and facade lighting. **Jim Bradley Pontiac Auto Dealership/Ann Arbor, Michigan:** Contracted by owner, Outdoor retail and merchandise lighting. **Buhl Building/Detroit, Michigan:** Contracted by owner, Exterior ambient floodlighting. **Cordova Mall/Cordova, Florida:** Robert Atkins & Associates, Exterior facade lighting. **GM World Headquarters/Detroit, Michigan:** Contracted by GM, First level exterior facade illumination. **Hyatt Regency Hotel/Dearborn, Michigan:** Facade and security lighting. **Jacobson's Retail Store/Ann Arbor, Michigan:** Brown & Dayo Associates, Exterior lighting. **J.C. Penney/Westmoreland Mall, Greensburg, Pennsylvania:** T.M.P. Associates, Entry facade lighting. **J.C. Penney/Stratford Town Center, Sandusky, Michigan:** T.M.P. Associates, Entry facade lighting. **Kimberly Scott Building Sign/Troy, Michigan:** Atkins Associates, Exterior sign lighting. **Lansing Mall/Lansing, Michigan:** James Ryan and Associates, Entrance facade lighting. **Meadowbrook Mall/Edenbridge Hills, Michigan:** Atkins & Associates, Exterior facade lighting. **Michigan Bell Telephone Company/Detroit, Michigan:** Contracted by owners, Exterior facade and landscape lighting. **WDIV TV 4/Detroit, Michigan:** Robert Christman facade floodlighting. **William Beaumont Hospital/Royal Oak, Michigan:** Roadway lighting, parking pedestrian, and facade.

For a complete project list, visit www.illuminate.com or contact us at info@illuminate.com.

Stadium Blvd Streetscape Enhancements/ANN ARBOR, MI: Washenaw Engineering, New street & pedestrian lighting. **Liberty Plaza Improvements/ANN ARBOR, MI:** Polack Design, Pedestrian and Landscape Lighting. **State Street Area Project Phase I/ANN ARBOR, MI:** Polack Design, Street and Pedestrian Lighting. **N. Main Pedestrian Improvements/ANN ARBOR, MI:** Polack Design, Street & Roadway Lighting. **State Street Area Project Phase II/ANN ARBOR, MI:** Polack Design, Street & Pedestrian Lighting. **4th Ave. Streetscape Improvements/ANN ARBOR, MI:** Polack Design, Street & Pedestrian Lighting. **City of Battle Creek Monument Square/BATTLE CREEK, MI:** J.R. Inc., Monument Lighting, Street & Pedestrian Lighting. **Dexter DDA Streetscape/DEXTER, MI:** J.R. Inc., Street & Pedestrian Lighting. **City of Hudson M-34 MDOT Streetscape/HUDSON, MI:** J.R. Inc., Street & Pedestrian Lighting. **Village of Dexter 4th/6th Ave Intersection Improvements/DEXTER, MI:** J.R. Inc., Street & Pedestrian Lighting. **Kerrytown DDA Streetscape/ANN ARBOR, MI:** Polack Design, Street & Pedestrian Lighting. **Dundee Streetscape Phase II/DUNDEE, MI:** J.R. Inc., Street & Pedestrian Lighting. **Grand River Ave Streetscape Enhancements/EAST LANSING, MI:** J.R. Inc., Street & Pedestrian Lighting. **Nolan Streetscape/ANN ARBOR, MI:** James Ryan and Associates, Street & Pedestrian Lighting. **Sault Ste. Marie Streetscape/SAULT STE. MARIE, MI:** East Jackson Design, Street & Pedestrian Lighting. **Ann Arbor Streetscape Main & Washington/ANN ARBOR, MI:** Polack Design, Street & Pedestrian Lighting. **Dundee Streetscape Phase II/ANN ARBOR, MI:** J.R. Inc., Street & Pedestrian Lighting. **City of Dearborn Schafer Road/DEARBORN, MI:** J.R. Inc., Street & Pedestrian Lighting. **City of Howell Streetscape/HOWELL, MI:** City of Howell, M: Street & Pedestrian Lighting. **Akron DDA Streetscape/ACRON, MI:** J.R. Inc., Street & Pedestrian Lighting. **Dearborn East Streetscape Phase II/DEARBORN, MI:** J.R. Inc., Street & Pedestrian Lighting. **City of Potoskey Downtown Lewis Street Improvements/POTOSKEY, MI:** Polack Design, Street & Pedestrian Lighting. **Dearborn East Streetscape Phase II/DEARBORN, MI:** J.R. Inc., Street & Pedestrian Lighting. **West Liberty Pedestrian Improvements/ANN ARBOR, MI:** Polack Design, Street & Pedestrian Lighting. **Ypsilanti Downtown Corridor Enhancements/YPSILANTI, MI:** Polack Design, Street & Pedestrian Lighting. **Detroit Street Pedestrian Improvements/ANN ARBOR, MI:** Polack Design, Street & Pedestrian Lighting. **Ann Arbor DDA Downtown Roadway Lighting Improvements/ANN ARBOR, MI:** Polack Design, Street & Pedestrian Lighting. **South University Pedestrian Improvements/ANN ARBOR, MI:** Polack Design, Street & Pedestrian Lighting. **Museum of African American History Exterior Lighting/Detroit, MI:** J.R. Inc., Pedestrian, facade & exterior exhibit lighting. **Brush Mall/Detroit, MI:** J.R. Inc., Pedestrian Lighting. **Cobblestone Farm Park/City of Ann Arbor Parks Dept: Pedestrian and Park Lighting.** **WCO A/Helo Reid Complex/Johnson Hill Land Ethics Studio: Pedestrian and Parking Lighting.**

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References

Phase 2
Fuerst Park Improvements
City of Novi, Michigan

Beech Woods Park Development

Southfield, Michigan
City of Southfield
Department of Parks and Recreation
26000 Evergreen Road
Southfield, Michigan 48037-2055
Merrie Carlock, Senior Park Planner
248.796.4618

Washtenaw Community College Athletic Fields

Ann Arbor, Michigan
Washtenaw Community College
Facilities Development and Operations
4800 E. Huron River Drive
Ann Arbor, Michigan 48104
Damon Flowers, Associate Vice President
734.677.5322 x 5150

Rolling Hills Park

Washtenaw County, Michigan
Washtenaw County
Parks and Recreation Commission
2230 Platt Road
Ann Arbor, Michigan 48107
Tom Freeman, Assistant Director
734.971.6337 x 326

East University Pedestrian Mall

Ann Arbor, Michigan
The University of Michigan
Facilities Planning and Design
326 East Hoover Street
Ann Arbor, Michigan 48109
Terry Ramsey, Landscape Architect II
734.647.2031

Resumes

Phase 2
Fuerst Park Improvements
City of Novi, Michigan

Phase 2
Fuerst Park Improvements
The Johnson Hill Land Ethics Studio

Chet has practiced landscape architecture in Michigan and the midwest since the early 1970s. His expertise spans the areas of park and recreation planning, streetscape design, trailway planning and design, public workshop facilitation, community revitalization, urban design, and campus planning. Mr. Hill served as the City of Ann Arbor's principal park planner for 15 years and is currently an Adjunct Professor of Landscape Architecture at the University of Michigan.



CHESTER B. HILL

Principal

chill@jhle-studio.com

Education

- | | |
|------|---|
| 1989 | Master of Landscape Architecture University of Michigan |
| 1970 | Bachelor of Science: Landscape Architecture Michigan State University |

Professional

- | | |
|-----------------|--|
| 2002 to present | The Johnson Hill Land Ethics Studio Ann Arbor, Michigan |
| 1993 to 2002 | Johnson Hill and Associates, Inc. Ann Arbor, Michigan |
| 1992 to 1993 | Peter Walker William Johnson Partners Inc. Ann Arbor, Michigan |
| 1989 to 1992 | William J. Johnson Associates, Inc. Ann Arbor, Michigan |
| 1974 to 1989 | City of Ann Arbor Parks and Recreation Department Ann Arbor, Michigan |
| 1976 to 1980 | Hill/Raynes/McMan Collaborative Dexter, Michigan |

Teaching

- | | |
|-----------------|--|
| 1994 to present | Adjunct Professor University of Michigan School of Natural Resources and Environment |
|-----------------|--|

Civic and Professional Associations

- | | |
|--|-----------|
| Congress for the New Urbanism | |
| American Society of Landscape Architects | |
| President, Michigan Chapter | 1989 |
| Executive Committee, Michigan Chapter | 1986-1990 |
| Leslie Science Center Advisory Committee | 1989-1994 |
| Village of Dexter Downtown Development Authority | 1989-1990 |
| Village of Dexter Parks Commission | 1988-1994 |
| Village of Dexter Planning Commission | 1976-1978 |

Registration

Landscape Architect, Michigan, No. 869



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Benjamin J. Oxender joined the JHLE staff as an associate in June 2006. Mr. Oxender received his Masters of Landscape Architecture from the University of Michigan following employment in biological research. Mr. Oxender is focused on combining his background in the sciences and sound design to create ecologically healthy and functional spaces.

Prior to joining JHLE, Mr. Oxender worked with Landscape Architecture and Design firms that range in scope from local Design/Build to Regional Planning.



BENJAMIN J. OXENDER

*Associate
Landscape Architect*
boxender@jhle-studio.com

Education

- 2006 **Master of Landscape Architecture**
University of Michigan
- 2000 **Bachelor of Science: Resource Ecology and Management**
University of Michigan

Additional Training

- 2003 to 2006: Graduate Student Instructor
University of Michigan, Department of Biology
- 2005: Mike Lin Graphic Workshop
Michigan State University

Professional

- 2006 to present: Associate, The Johnson Hill Land Ethics Studio
Ann Arbor, Michigan
- 2003 to 2006: Designer, Stone and Flora Design/Build Landscape
Ann Arbor, Michigan
- 2005: Intern, Deardorff Design Resources
Ann Arbor, Michigan

Professional Organizations

American Society of Landscape Architects
University of Michigan Chapter of the ASLA



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**Stefan R. Graf, Principal
IALD, LC, IESNA**

Stefan Graf began his career as a lighting designer in an era that revolutionized lighting design to the concert touring industry. In the late 60's, Graf provided services for a variety of international concert and theatrical productions. He was involved in many aspects, from lighting design and direction to the engineering of mechanical and electrical systems for broadcast video and live shows. In 1975, Graf founded Fantasee Lighting to serve unique lighting needs of video, corporate theater, exhibits and stage shows. While with Fantasee, Graf developed the 1st automated stage light, a precursor to today's popular automated fixture. Graf is a leader in exhibit lighting, and was one of the first lighting designers to bring automated fixtures to the North American International Auto Show.

As the market changed, Graf saw the need for a design firm that focused on the needs of commercial, retail, and residential architectural projects and founded Illuminart. Graf and his team at Illuminart provide professional architectural lighting design services that deliver value engineered, sustainable lighting solutions for clients around the globe.

Graf has received over 38 International Illumination Design Awards, including two IIDA Awards of Distinction, and his projects have been featured in a variety of industry publications, including Lighting Dimensions, LD&A, and Architectural Lighting magazine. Graf, an active member of the design community, is a proponent of sustainable design through cost effective design programs. Additionally, Graf is helping to ensure a promising future for lighting design by severing in various leadership positions in both the IALD and IESNA, as well as instructing lighting design courses at various universities, and speaking at numerous seminars and tradeshows worldwide.

Clients and Projects of Significance, partial list:

- Boyne Resorts
- Chrysler Corporation
- Ford Motor Land Development
- General Motors
- Grand Valley State University
- Haworth
- Starwood Hotels
- Volvo
- Walt Disney Imagineering

Professional Affiliations:

- Professional Member, International Association of Lighting Designers (IALD)
- Member, Illumination Engineering Society of North America (IESNA)
- Lighting Certified through the National Committee for the Qualification of Lighting Professionals (NCQLP)

Robert S. Adams

LC, IESNA

Robert's interest in lighting began at an early age with his exposure to the family Electrical Engineering business. He was involved with theatrical lighting of school performances throughout high school and worked summers for the family business. Since graduating from Michigan State University with a B.S. in Physics and Physical Science in 1985, Robert spent 24 years with Neil Adams, Inc. as Vice President, Senior Lighting Designer and Project Manager and as a project designer with Quest Productions, special events lighting group.

Robert has organized, planned and executed the design, specification and direction of over 800 commercial, industrial, institutional, urban and residential project designs. Past clients include Daimler Chrysler, The Henry Ford, The University of Michigan, Borders Books, Marriot Hotels and The Museum of African American History. Past projects include The Dymaxion House, Cornerstone Monument, Heroes of the Sky and The Cornerstone Monument at The Henry Ford and the Roundhouse at Greenfield Village. Robert was also responsible for exterior lighting at The Museum of African American History in Detroit. Well versed in Healthcare lighting he has some 30 plus projects under his successful design direction including many senior housing and assisted living facilities.

Robert designed the tram and pedestrian tunnel lighting for Michigan International Speedway, numerous roadway lighting projects throughout Michigan including the new Huron and Nixon road roundabout using LED lighting in Ann Arbor.

Robert joined forces with Illuminart in 2007 as a sub-consultant to augment their team with CG capabilities and virtual lighting simulations for a large casino project in Oklahoma and a convention center in Dubai. Robert's ability to produce light accurate, photorealistic light simulations and renderings was an important contribution to these projects. He joined the firm full time in 2009 and brings experience in lighting controls design, electrical systems, and project management in addition to his lighting and CG expertise including luminance mapping.

Robert has professional affiliations with the Illuminating Engineering Society of North America (IESNA) and the National Council on Qualifications for the Lighting Profession (NCQLP). Robert was awarded the IESNA Certificate of Technical Knowledge in June, 1994 and earned the NCQLP "LC" (Lighting Certified) credential in November, 1997, the first year it was offered and has been the recipient of IES Illumination Design Awards.

- Lighting Certified through the National Committee for the Qualification of Lighting Professionals (NCQLP)
- Member of the Illumination Engineering Society of North America (IESNA)
- Lighting design instructor for the IESNA.
- Visiting Instructor in Lighting Design, Interior Design School, Michigan State University

Statement of Understanding and Project Approach

Phase 2 Fuerst Park Improvements *City of Novi, Michigan*



Located at the intersection of Taft and Ten Mile Road in the City of Novi, Fuerst Park accents and introduces three important public buildings: the Novi Public Library, Novi High School, and the City of Novi Civic Center. Having celebrated its grand opening in August of 2009, the park has been well-received by the community for the variety of experiences that it offers. The park's character is defined by its historical context and the remnant woodland that fronts it. The relocated historic Township Hall building and the wooded hill framed by a graceful network of paths, lends a mature quality that is unusual in new parks of this nature. A 150-seat amphitheater hosts live summer entertainment and the current Public Sculpture Exhibit gives a bright and energetic feel to the varied landscapes that occur within the park.

Given the success of the park, nighttime lighting to expand its use beyond the daylight hours has become necessary. This lighting will increase the park's overall usability, provide a greater sense of public safety, and help to further define its architectural character. The ability to provide seasonal lighting will bring a festive nature to the park and to the civic complex as a whole.

As such, the lighting layout must emphasize the fluidity of the path network, connectivity between key park elements as well as between the surrounding public spaces, the prominence of the hill, and attention to design details as unifying elements and as an expression of park character. It is also important that the lighting design complement the existing lighting at the Fuerst Park Amphitheatre, the Civic Center, and the Library. The Phase 2 Improvements will accommodate the extension of electrical service to a park sign at the corner of Taft and Ten Mile Roads, and will include multiple new ground-level receptacles for the hookup of holiday lighting.

Lastly, a completed irrigation system will help to ensure that the park is green and lush, will contribute to ease of maintenance, and will enhance the park's capacity for heavy use. To decrease costs, the new irrigation system will be connected to the new well at the Library.

Approach

Whereas conventional wisdom says the “quality of a product is equal to the sum quality of its parts,” we know that the process for bringing these parts together to create a high quality product requires careful attention to project administration. This process of overseeing the individual project elements and of establishing and maintaining good communication with key “players” begins with the careful crafting of a Work Plan. The process continues through implementation of each of the Work Elements. The entire process involves meetings with the **City of Novi** staff, the **Parks, Recreation and Cultural Services Commission**, and the **Novi City Council** to ensure that consensus is reached on all plans and details.

The primary contact and Principal-In-Charge for this project will be Chester Hill, who is a Principal at Johnson Hill Land Ethics Studio (JHLE). Chet may always be reached at 734.668.7416 or at chill@jhle-studio.com

JHLE will assume the role of team coordinator for all projects. As team coordinator, Mr. Hill will be responsible for:

- Overseeing and monitoring the status and progress of each of the projects.
- Contract and fiscal management.
- Conduct all meetings.
- Coordinate the work efforts of all team members and consultants.

The following pages describe the rationale for each of the steps in the Work Plan and an outline of the associated tasks. Experience has shown that rarely, if ever, do particular tasks stay within the boundaries of the assigned phase. Thus, the Work Plan is not a rigid structure dictating an unyielding project flow, but rather a working outline that can be adapted as circumstances change.



The first step in the process will be a Project Kick-Off Meeting with the City of Novi staff to review the Work Plan, discuss potential meeting dates and locations, confirm the overall timeline, coordinate work responsibilities, and tour the site.

Work Tasks:

1. Meet with the City of Novi staff
 - Confirm the Scope of Work.
 - Review and establish project parameters.
 - Confirm the dates and locations for meetings and confirm the schedule.
 - Review the project budget and determine project priorities.
 - Work out technical issues related contracts, billing, etc.
2. Tour the park site with key players to share personal observations and expectations.
Discuss on-site the following topics:
 - Problem areas resulting from existing use patterns (if any) and discussion of the ways in which these problems could be addressed with proper lighting.
 - Primary and secondary lighting objectives.
 - Extension of power to the existing park sign
 - Holiday lighting program and potential locations for ground level electrical receptacles.
 - Limits of the proposed expansion of the irrigation system.
 - Location of the well, the existing irrigation equipment, existing supply lines, etc.

Outcomes:

- ✓ Meeting minutes and/or summary memo.



Working with the base data provided by the City of Novi, i.e. as-built documents or construction drawings from the earlier planning and design work, the Johnson Hill Land Ethics Studio Team will develop plans and drawings which respond to the existing conditions and incorporate the items identified in the RFP and further defined at the Kick-off Meeting. Note that we understand that base information will be provided in digital (AutoCAD) format.

Work Tasks:

1. Collect base data from the City
2. Develop initial lighting and irrigation concepts.
3. Gather lighting fixture samples for review.
4. Prepare a photometric plan.
5. Generate lighting design concept materials and memo.
6. Conduct a review meeting with City staff and Parks, Recreation, and Cultural Services Commission representatives.
7. Generate lighting and energy calculations.
8. Gather lighting budget equipment pricing and design the lighting controls.
9. Develop initial electrical design.
10. Develop initial lighting and irrigation specifications.
11. Finalize lighting and irrigation design concepts.
12. Prepare a preliminary budget for all improvements.
13. Conduct a second review meeting with City staff.
14. Present the Final Design Plan and Budget to the Novi City Council.
15. Incorporate final revisions that result from City Council input.

Outcomes:

- ✓ Lighting and irrigation concept plans
- ✓ Lighting concept materials (fixtures, etc.) and summary memo.
- ✓ Photometric plan.
- ✓ Lighting and energy calculations.
- ✓ Budget estimates for lighting and irrigation work.
- ✓ Initial lighting and irrigation specifications.
- ✓ Final design plans and budgets.



Once the Novi City Council has approved the Final Design Plans, the Design Team will proceed with the preparation of the necessary Construction Documents. Drawings will be prepared in full compliance with all accepted engineering standards and all appropriate local, state, and federal ordinances.

Work Tasks:

1. Prepare construction documents for the lighting and irrigation improvements including layout plans, utility plans, installation details, and specifications.
 - The drawings will be completed to a 30% level and forwarded to the City Engineer for review and comment.
 - Upon receipt of all comments from the City, the drawings and specifications will then be completed to a 90% level and forwarded to the City for review and approval.
2. Prepare a draft Statement of Probable Cost for all improvements at 30% level and a final Statement of Probable Cost at the 90% level.
3. Upon approval of the 90% drawings and the Statement of Probable Cost, the Design Team will make final changes and prepare the Final Construction Drawings and Specifications.

Outcomes:

- ✓ Two (2) paper sets of plans and Statement of Probable Cost at 30%.
- ✓ Four (4) paper sets of plans, one (1) paper set of specifications, and a Statement of Probable Cost at 90%.
- ✓ One (1) digital copy of plans and specifications at 90%.



Once the Final Design documents have been completed, the Design Team will provide Bid Services to assure compliance with the public bid requirements and to assure a fair and open bid process. These services can include the following tasks. Note that permit applications and coordination are assumed to be a part of the construction administration process and therefore are not included in this phase.

Work Tasks:

1. Provide all necessary bidding documents for the work to prospective bidders and to all SE Michigan plan rooms (Dodge Reports, etc.)
2. Provide drawings and specifications, including subsequent addenda, to the Clerk's Office, the Public Services Department, and to the Purchasing Department.
3. Conduct a pre-bid meeting focusing on the specifics of the design, clarifying to contractors what will be expected in terms of their performance so they can provide bids that reflect the work necessary to complete this project successfully.
4. Provide technical support during the bid process including response to inquiries, issuance of addenda.
5. Attend the construction bid opening, assist in the evaluation of the bids, prepare a bid analysis, prepare a bid tabulation, and review bidders bond and insurance submittals.
6. Coordinate review of the contract documents with the City Attorney.
7. Prepare Notice of Award and Notice to Proceed.

Outcomes:

- ✓ Bid documents and addenda to all prospective bidders.
- ✓ Bid documents and addenda to plan rooms.
- ✓ Three (3) sets of as-bid drawings and specifications, one (1) copy of addenda, and two (2) electronic copies of the bid documents to City.
- ✓ Bid analysis.
- ✓ Bid tabulation.
- ✓ Notice of Award.
- ✓ Notice to Proceed.



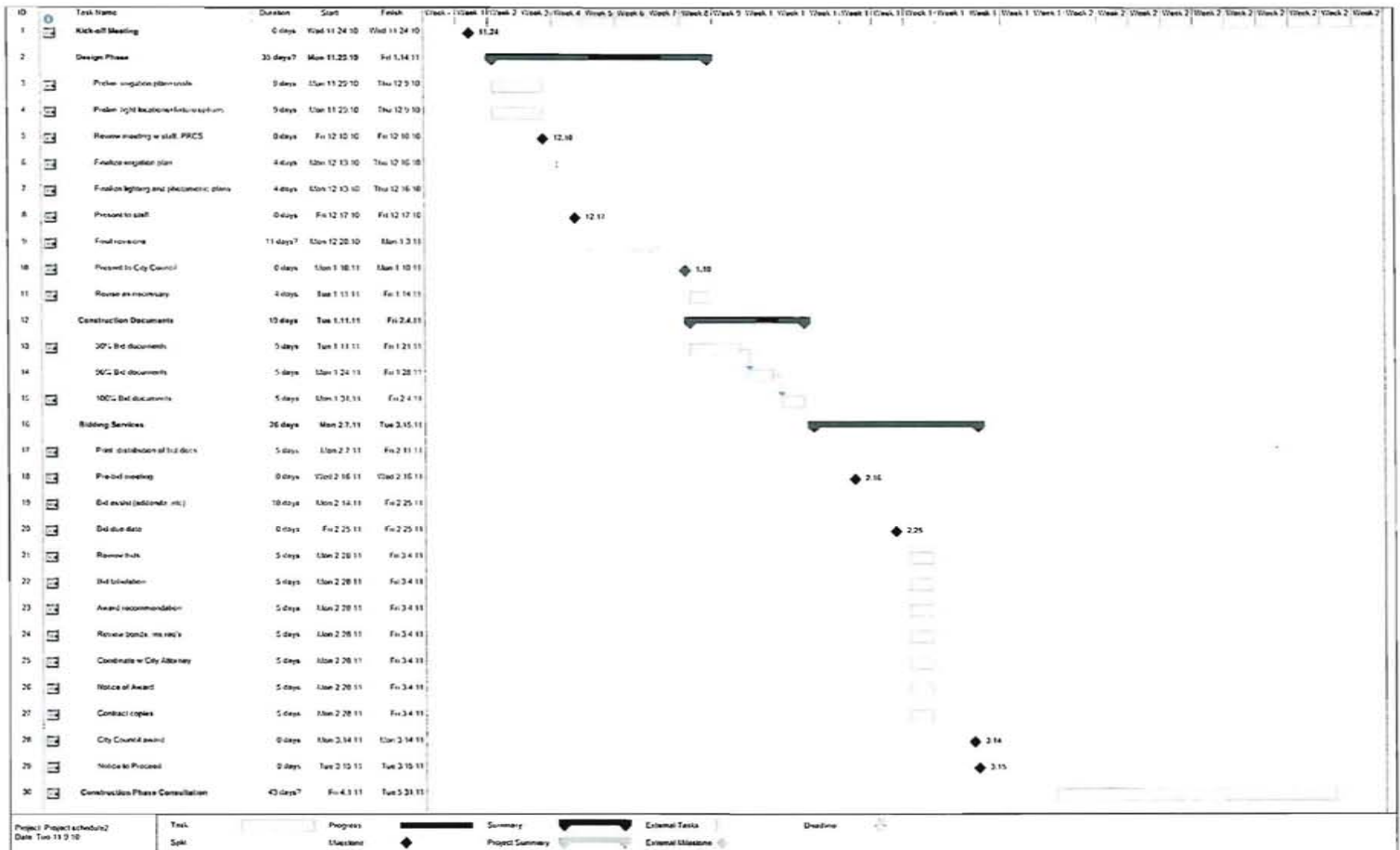
Although not a part of this project, the Johnson Hill Land Ethics Studio team has extensive experience in the area of Construction Administration. As such, we are prepared to provide assistance to the City's construction administration consultant on an as-needed basis.

Work Tasks:

1. Provide assistance during construction on an as-needed basis to clarify intent, respond to construction related questions, and to assist with field decisions that may result from unseen site conditions.

Schedule

Phase 2 Fuerst Park Improvements City of Novi, Michigan



CONSULTING SERVICES AGREEMENT

This Agreement shall be considered as made and entered into as of the date of the last signature hereon, and is between the City of Novi, 45175 W. Ten Mile Road, Novi, MI 48375-3024, hereafter, "City," and The Johnson Hill Land Ethics Studio, whose address is 516 East Washington Street, Ann Arbor, MI, hereafter, "Consultant."

RECITALS:

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

Section 1. Work.

For and in consideration of payment by the City as provided under the "Payment for Consultant Services" section of this Agreement, Consultant 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 A through C, all of said work to be done in a competent, efficient, timely, good and workmanlike manner, in accordance with the customary standard of care, and in compliance with all terms and conditions of this Agreement.

| | |
|-----------|--|
| Exhibit A | Work Description |
| Exhibit B | City's Request for Proposals dated September 23, 2010. |
| Exhibit C | Consultant's Proposal, including Fee Proposal dated November 10, 2010. |

Section 2. Payment for Consultant Services.

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

Consultant shall submit monthly statements for Basic Services rendered. The statements shall be based on (as required in RFP) for services actually completed for each task as set forth in Exhibit A at the time of billing. The monthly statements shall be accompanied by a written description of the status

of project progress for that month. The City shall confirm the correctness of such statements, and may use the City's own Consultant for such purposes. Upon such confirmation, the City shall pay the amount owed within 30 days.

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

3. Payment Schedule for Expenses.

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

Section 4. Ownership of Plans and Documents; Records.

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

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

3. The Consultant 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 Consultant.

Section 5. Termination.

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

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

3. In the event of termination, as provided in this Article, the Consultant 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 Consultant'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 Consultant in performing the services included in this Agreement, whether completed or in progress.

Section 6. Disclosure.

The 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.

Section 7. Insurance Requirements.

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

- a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
- b. **Commercial General Liability Insurance** – The Consultant shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$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 Consultant 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. The Consultant 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 Consultant will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Consultant'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 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 date to the City. Commercial General and Automobile Liability policies shall name the City of Novi, its officers, agents and employees as additional insured. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Attn: Purchasing Department, 45175 West Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies.

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

6. 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.

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

Section 8. Indemnity and Hold Harmless.

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

Section 9. 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 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 Consultant, its employees, associates, agents and consultants for the accuracy and competency of their designs, working drawings, and specifications, or other documents and work; nor shall that approval be deemed to be an assumption of that responsibility by the City for any defect in the designs, working drawings and specifications or other documents prepared by Consultant, its employees, subcontractor, agents and consultants.

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

Section 12. Compliance With Laws.

This Agreement and all of Consultant'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. Consultant 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, City Consultant and Maryanne Cornelius, Clerk, with a copy to Tom Shultz, Secrest Wardle, 30903 Northwestern Highway, Farmington Hills, MI 48334.

Consultant: Chester Hill, Johnson Hill Land Ethics Studio

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 Consultant, 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 Consultant with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Consultant 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 Consultant, or, preserve the claims of defects or defaults without termination by written notice to Consultant.

Section 16. Delays.

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 work, resulting, through no fault of the Consultant, in delays of such extent as to require the Consultant 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 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.

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 Consultant of any responsibility for the fulfillment of this agreement.

Section 18. Dispute Resolution.

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

WITNESSES

By:
Its:

The foregoing _____ was acknowledged before me this ____ day of _____, 2010, by _____ on behalf

_____.

Notary Public

_____ County, Michigan

My Commission Expires: _____

WITNESSES

CITY OF NOVI

By: David Landry
Its: Mayor

By: Maryanne Cornelius
Its: City Clerk

The foregoing _____ was acknowledged before me this ____ day of _____, 2010 by _____ on behalf of the City of Novi.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

DRAFT

EXHIBIT A - WORK DESCRIPTION

Consultant shall provide the City professional consulting 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 consulting representative for the Project, providing professional consultant consultation and advice and furnishing customary civil, structural, mechanical and electrical consulting services and customary consulting services incidental thereto, as described below.

A. Basic Services.

[see attached]

B. Performance.

1. The Consultant 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 Consultant for any services rendered before written authorization is received by the Consultant.
2. The Consultant shall submit:

[insert any time limits for submission of plans, etc.]
3. If any delay is caused to the Consultant 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 Consultant that is required in performing the work described; or by other delays due to causes entirely beyond the control of the Consultant; then, in that event, the time schedules will be adjusted equitably in writing, as mutually agreed between the City and the Consultant at the moment a cause for delay occurs.
4. Because the work of the Consultant must be coordinated with the activities of the City (including firms employed by and governmental agencies and subdivisions working with the City), the Consultant shall advise the City in advance, of all meetings and conferences between the Consultant and any party, governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Consultant.



CITY OF NOVI
FEE PROPOSAL
DESIGN SERVICES
FOR
FUERST PARK PHASE 2 IMPROVEMENTS


We the undersigned propose to furnish to the City of Novi services consistent with the Request for Proposals dated September 23, 2010. Further, we are separately providing a separate estimate of hours and detail of cost. **Fees will be paid on an hourly basis for actual work performed to a maximum as proposed.** A separate fee schedule is being provided should the City request additional work on an hourly basis.

THIS FEE PROPOSAL MUST BE SUBMITTED IN A **SEPARATE SEALED AND APPROPRIATELY LABELED ENVELOPE.** PLEASE DO NOT INCLUDE FEES WITH THE STATEMENT OF QUALIFICATIONS.

| Description: | Not-to-exceed Fee |
|-------------------------------------|--------------------|
| Task 1- Pedestrian Pathway Lighting | \$ <u>\$14,000</u> |
| Task 2 - Park Irrigation | \$ <u>\$ 5,250</u> |
| TOTAL | \$ <u>\$19,250</u> |

Note: It is the City's intent to award both tasks to the same firm.

PLEASE TYPE:

Company Name: JOHNSON HILL LAND ETHICS STUDIO
Address: 516 EAST WASHINGTON ST
Agent's Name: CHESTER B. HILL
Agent's Title: PRINCIPAL
Agent's Signature: 
Telephone Number: 734.668.7416 Fax Number: 734.668.2525
E-mail Address: chill@jhle-studio.com
Date: NOVEMBER 10, 2010

Fee Proposal

Phase 2
 Fuerst Park Improvements
 City of Novi, Michigan

Hourly Rates for Professional Staff

Johnson Hill Land Ethics Studio (JHLE)

Principal.....\$105/hr
 Landscape Architect.....\$75/hr
 Staff.....\$55/hr

IlluminArt (IA)

Senior Lighting Designer.....\$125/hr
 Lighting Designer.....\$110/hr
 Electrical Engineer.....\$110/hr

John Deere Landscapes (JDL)

Service Manager.....\$100/hr
 Irrigation Designer.....\$55/hr

Hourly Estimates of Time

| | JHLE | | | IA | | | JDL | |
|------------------------------------|------|-----------|-------|-----------|--------|----------|----------|-----------|
| | Prin | Land Arch | Staff | Sr Lt Dgn | Lt Dgn | Elec Eng | Serv Mgr | Irrig Dgn |
| Design Phase (incl. kick-off mtg.) | 8 | 12 | 8 | 29 | 9 | 9 | 4 | 8 |
| Construction Documents | 4 | 8 | 20 | 9 | 4 | 4 | | 8 |
| Bidding Services | 4 | 12 | 4 | 3 | | 2 | | |
| Construction Phase Consultation | | 8 | | 3 | 3 | | | 4 |



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

**DESIGN SERVICES
FOR
FUERST PARK PHASE 2 IMPROVEMENTS
(RE-BID)**

The City of Novi will receive sealed proposals for **Design Services for Fuerst Park Phase 2 Improvements** according to the specifications of the City of Novi.

Sealed proposals will be received until **11:00 A.M.** prevailing Eastern Time, **Wednesday, November 10, 2010.** Proposals shall be addressed as follows:

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

All proposals must be signed by a legally authorized agent of the proposing firm.
ENVELOPES MUST BE PLAINLY MARKED

**"DESIGN SERVICES FOR
FUERST PARK PHASE 2 IMPROVEMENTS"**

AND MUST BEAR THE NAME OF THE PROPOSER.

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

Sue Morianti
Purchasing Manager

Notice dated: October 15, 2010



REQUEST FOR PROPOSALS

DESIGN SERVICES FOR FUERST PARK PHASE 2 IMPROVEMENTS

October 15, 2010

The City of Novi is seeking Proposals and Statement of Qualifications for the design of additional pedestrian pathway lighting and design of additional irrigation within Fuerst Park, located at Ten Mile and Taft Roads.

Project Background and Description

The City is seeking planning and design services, including bid drawings and specifications as necessary, to be presented to City Council and staff to determine the best approach to add pedestrian lighting along the existing pathways within the park, and to complete the irrigation throughout the park. The expectations or objectives for this project's design phase are as follows:

- The design, layout and selection of pedestrian lighting along the internal pathways within Fuerst Park that is in general conformance with the original concept plan (Exhibit A) and the existing lighting at the Fuerst Park Amphitheatre, Civic Center, and Library and that is approved by City staff and City Council.
- The design of the disconnection of the existing irrigation system from City water supply and reconnection to the new well water supply at the Novi Public Library.
- The design of the expansion of the Fuerst Park irrigation on the site to include areas that are not currently irrigated within the park (Exhibit B)
- The electrical design for the extension of service to the park sign at the corner of Taft Road and Ten Mile Road and other locations throughout the park to provide electrical service for holiday lighting including ground level electrical receptacles at each proposed light fixture.

An estimated budget of \$240,000 is available for the design and construction of the project and includes engineering, design fees and project contingencies. It is anticipated that the design services for the project will be awarded by November 22, 2010. Construction is scheduled for spring 2011.

SCOPE OF SERVICES

Upon authorization to proceed by the City, and following a kick-off meeting with city staff, the selected consultant shall perform the following tasks:

Task 1 Pedestrian Pathway Lighting

The Consultant shall develop and present a potential concept plan for lighting along the existing pedestrian paths within the park showing the proposed lighting locations and proposed styles for consideration by the City staff; Parks, Recreation and Cultural Services Commission; and City Council prior to development of final plan. The consultant shall also provide a photometric plan to demonstrate the lighting levels associated with the recommended fixture. The consultant shall provide lighting options

based on similar park applications the consultant is familiar with, and shall include lighting based on the typical needs (aesthetic, safety, way finding, etc.) of a park of this type. The proposed lighting should be in general conformance with the original concept plan (Exhibit A) and the existing lighting at the Fuerst Park Amphitheatre, the Civic Center, and the Library. As part of this phase, the consultant will work with City staff to determine locations of additional electrical receptacles at Fuerst Park to facilitate holiday lighting.

Consultant shall provide potential options and preliminary budgets to staff for review and comment by December 17, 2010. It is anticipated that the lighting options will be presented to City Council for approval on January 10, 2011. The consultant should include attendance at one City Council meeting as part of the fee.

The Consultant shall incorporate comments from City Council and staff into final bid documents for the installation of the pathway lighting. The bid documents shall incorporate all plans and specifications necessary to complete the installation the lighting, including the fixtures and all associated tasks such as electrical design and installation, permits, grading, etc. It is anticipated that bidding would occur in February 2011.

Task 2 Park Irrigation

The Consultant shall provide all necessary layout and design for the installation of irrigation throughout the park where irrigation is not currently provided. The irrigation system shall be served by the well installed for the adjacent library facility. Exhibit B shows the original irrigation plan for Fuerst Park and the town hall building, and shows the location of the well. The existing irrigation system shall be disconnected from the city water source and connected to the library's well. This task shall include everything necessary to make the existing and proposed irrigation system and controls compatible.

The Consultant shall incorporate comments from staff into final bid documents for the installation of the pathway lighting. The bid documents shall incorporate all plans and specifications necessary to complete Task 2, including the equipment and all associated tasks such as irrigation design and installation, permits, electrical, etc.

General Scope applicable to Task 1 and Task 2:

The Consultant shall include the bidding phase of the project in the design fee for this task. It is anticipated that bidding would occur in February 2011. The Consultant shall be responsible for Bidding Services as outlined below:

Bidding Services:

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 a construction cost estimate 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 for review and comment at 90% complete. A digital version of the plans and specifications shall also be provided.
- 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 plan holders. 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 Delwal, Novi, MI 48375 ldemeo@cityofnovi.org | 2 sets | | 1 set |
| Sue Morianti, Purchasing 45175 W Ten Mile, Novi, MI 48375 | | 1 set | 1 set |

- The Consultant shall also provide all plan sets required for permit application submittal to any agencies as required.

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 (if deemed necessary by the City), preparation of contract addenda, plan revisions, responding to bidder inquiries, review of bids, and recommendation of award to City Engineering. (Please note that the City will provide standard front-end documents for the construction contract). 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) 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.

The project will be administered and inspected by the City or a separate consultant. However, the consultant shall provide assistance during construction on an as needed basis for design related issues that arise in the course of construction. The fee proposal shall include construction phase consultation.

DOCUMENT AND FILE FORMAT

All documents shall be submitted to the City of Novi in an electronic format as specified by the Engineering Division.

Documents: MS Word

Digital copies of files, maps, or drawings:

files: ArcView Shape file, AutoCAD 2008 or earlier

maps/drawings: ArcView layouts print file or AutoCAD format (.dxf)

All digital data should correspond to:

Project – State Plane Coordinate System
Michigan, South Zone – 6401

Datum – NAD83

Spheroid – GRS1980

Units – International Feet

CONSULTANT SELECTION

Any firms desiring to be considered for the project and having the capabilities for this work shall submit **five (5) bound copies and one (1) unbound copy** of their statement containing the qualifications and experience of the firm. Qualified firms wishing to submit proposals should submit their qualification statements (**with fee proposals in a separate sealed envelope**) to the City of Novi, City Clerk's Office, 45175 W. Ten Mile Rd., Novi, MI 48375 prior to **11:00 AM on Wednesday, November 10, 2010**.

The submittal should include, at a minimum, the following:

- Background of firm; including history, areas of expertise, locations, size and resource capabilities (especially of the local office) to perform the required services.
- Summary of related experience in other communities with projects of similar scope. Include cost, description and location of the project.

- References for related projects or other communities with similar types projects.
- Resumes of individuals in the firm that would likely be involved in the project.
- Statement of understanding of the scope of services and project approach
- Project schedule

The proposal and statement of qualifications must be clearly labeled "DESIGN SERVICES FOR DEVELOPMENT OF FUERST PARK PHASE 2 IMPROVEMENTS."

Additionally, on the accompanying proposal form, the consultant is to provide a fee proposal in a **separate, sealed, appropriately labeled envelope** for the work described herein. Included with the Fee Proposal shall be a detail of consultant hourly rates that can be applied to additional work as may be necessary.

PLEASE DO NOT INCLUDE ANY FEE INFORMATION IN THE ENVELOPE CONTAINING THE STATEMENT OF QUALIFICATIONS.

Your Statements of Qualifications will be evaluated using the QBS (Qualifications Based Selection) process based on the criteria listed above. The highest scoring firms will have their fee proposals opened. The City may, at its discretion, choose to conduct interviews as part of the evaluation.

USE OF CITY LOGO IN YOUR PROPOSAL IS PROHIBITED.

In the hiring of employees for the performance of work under this contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of race, creed, color, age, height, weight, sex, sexual preference or handicap discriminate against any person qualified to perform the work required in the execution of the contract.

All proposals must remain valid for one hundred twenty (120) days from due date and cannot be withdrawn during this period.

Questions regarding this Request for Proposals may be directed to: Brian Coburn, Engineering Manager, City of Novi Department of Public Services at 248-735-5632 or via email at bcoburn@cityofnovi.org.

The City of Novi reserves the right to accept any or all alternative proposals and to award the project to other than the firm with the lowest fee proposal, waive any irregularities or informalities, or both, to reject any or all proposals, and in general, to make award in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi.



CITY OF NOVI
FEE PROPOSAL
DESIGN SERVICES
FOR
FUERST PARK PHASE 2 IMPROVEMENTS

We the undersigned propose to furnish to the City of Novi services consistent with the Request for Proposals dated October 15, 2010. Further, we are separately providing a separate estimate of hours and detail of cost. **Fees will be paid on an hourly basis for actual work performed to a maximum as proposed.** A separate fee schedule is being provided should the City request additional work on an hourly basis.

THIS FEE PROPOSAL MUST BE SUBMITTED IN A **SEPARATE SEALED AND APPROPRIATELY LABELED ENVELOPE.** PLEASE DO NOT INCLUDE FEES WITH THE STATEMENT OF QUALIFICATIONS.

| Description: | Not-to-exceed Fee |
|--|-------------------|
| Task 1 – Design of Pedestrian Pathway Lighting | \$ _____ |
| Task 2 – Design of Park Irrigation | \$ _____ |
| TOTAL | \$ _____ |

Note: It is the City's intent to award both tasks to the same firm.

PLEASE TYPE:

Company Name: _____

Address: _____

Agent's Name: _____

Agent's Title: _____

Agent's Signature: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Date: _____