



## CITY of NOVI CITY COUNCIL

**Agenda Item D**  
**November 26, 2012**

**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 three years with the option of two one-year extensions, with an effective date of December 18, 2012.

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

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

**BACKGROUND INFORMATION:**

The City currently uses three pre-qualified consultants to provide professional engineering services for public projects. The design phase and the construction phase services provided by these consultants are necessary for the implementation of the City's Capital Improvements Program. The current agreements for Public Project Engineering Services were awarded to Orchard, Hiltz & McCliment; Spalding DeDecker Associates, and URS Corporation on August 10, 2009 with an effective date of September 24, 2009. The agreement contained a two-year term (through September 24, 2011) with a single one-year renewal (approved on September 12, 2011 through September 24, 2012).

With the expiration of the current consulting agreements in September 2012, the attached Request for Qualifications was advertised publicly on July 27, 2012 to solicit three pre-qualified engineering consultants. A total of nine firms submitted qualification packages on August 14, 2012. A cross-departmental team from Engineering, Community Development and Finance reviewed and scored the qualification packages using Qualification Based Selection (see attached September 24, 2012 memo for additional information). The firms with the top three scores were Orchard, Hiltz and McCliment, URS Corporation and Spalding DeDecker Associates.

A Request for Proposals was then sent to the three highest scoring consultants to clearly identify the scope for the various types of projects that could be awarded so the firms could provide fee curves for each project type. Staff reviewed the new, proposed fee curves from each firm against the existing fee curves from the 2009 agreement and met with each firm to gather feedback on any variances.

The attached Exhibit B shows the common fees that were developed following discussions with each firm. While most firms requested increased fees for most projects and construction values, staff recommends and the consultants have agreed to maintain the existing 2009 fee structure with the following exceptions (see attached November 6, 2012 memo for additional detail):

- Crew day costs for construction inspection are recommended to increase from \$615 per eight-hour day to \$640 per eight-hour day to reflect increases in costs associated with field work since 2009.

- A 0.60% increase is recommended for contract administration on road projects that are administered through Michigan Department of Transportation's (MDOT) Local Agency Programs office to reflect the costs of the additional requirements to meet more stringent MDOT and federal guidelines.
- Projects under \$200,000 in construction value are recommended to have a slight fee percentage increase to account for fixed costs that are independent of project size, such as setting up bidding documents, preparation/coordination of pre-construction meetings, topographical survey costs, record drawing preparation, and preparation of progress pay estimates for the contractors.

Engineering presented the list of firms and the recommended fee structure to the Consultant Review Committee on November 14, 2012. The committee provided a positive recommendation to contract with the three firms for a three-year term with the option for two one-year renewals (see excerpt of minutes, attached).

The attached Agreement for Professional Engineering Services for Public Projects will be provided to each consultant for execution as a general agreement. Each consultant will continue to execute a secondary agreement that contains a specific scope and fee as determined by the fee schedule or a proposal if the project is not included in the standard fee schedule.

**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 three years with the option of two one-year extensions, with an effective date of December 18, 2012.

	1	2	Y	N
<b>Mayor Gatt</b>				
<b>Mayor Pro Tem Staudt</b>				
<b>Council Member Casey</b>				
<b>Council Member Fischer</b>				

	1	2	Y	N
<b>Council Member Margolis</b>				
<b>Council Member Mutch</b>				
<b>Council Member Wrobel</b>				

**1. Discussion of Pre-Qualified Engineering Consultants for public projects.**

Mr. Victor Cardenas opened the discussion by introducing Engineering Manager, Brian Coburn, who will provide an overview of the service and answer any questions. Mr. Coburn explained the City uses three pre-qualified consultants to provide professional engineering services for public projects. The design and construction services provided by these firms are necessary to implement the Capital Improvement Program (CIP). The pre-qualified process was initiated in 2009 under the same fee structure with a two-year contract and two one-year renewal options. A Request for Qualifications (RFQ) was initiated in August and nine proposals were received and reviewed by a panel of staff from Engineering, Community Development and Finance. Out of the nine firms there were three that rose to the top. However, the panel was not unanimously in rating these three the highest but when combining all the criteria these firms were the top three. Once the top firms were identified they were sent a Request for Proposals (RFP).

Mr. Coburn explained the RFP included the various scopes of projects that might be awarded and listed the fee curves for each project. Staff met with each firm to confirm everyone understood the objectives. The consultants agreed to maintain the 2009 fee structure except for some adjustments to crew day costs for inspections, contract administration costs, projects under \$200,000 reflect a slight increase along with survey fixed costs, document and pay estimates preparation. Mr. Cardenas added that roads and parks projects represent \$4-5 million in the CIP projects.

Ms. Laura Casey noted that there was an interesting gap between the ratings. What are the sizes of the firms? Mr. Coburn answered URS Corporation is a huge nationwide firm with a lot of resources. Spalding Decker Associates and Orchard, Hiltz & McCliment are comparable in size and have been able to meet the City requirements. Ms. Casey asked if all the firms were new that responded to the RFQ from 2009? Mr. Coburn said seven had responded before which included the three recommended firms. Mr. David Staudt commented non-motorized trails take a tremendous amount of work, why is that? Mr. Coburn said because of the interaction with the residents/community members. As an example, for a project that installs a pathway along a neighborhood it takes more time. Mr. Staudt said which increases costs. Mr. Coburn said yes. For these types of projects there typically are a number of redesigns and many interactions with residents.

Mr. Staudt asked with the recent passing of the road millage, what impact or opportunities do you see? Mr. Coburn answered with \$2 million more funds there will be more projects. Mr. Staudt asked how the projects are distributed? Mr. Coburn said to keep a level field on roads each firm is given a project on a rotating schedule since these are the higher cost projects. The remaining projects are rotated as well but there are some projects that are better suited for one or the other. Mr. Staudt commented URS has the largest staff. What else do they have besides staff? Mr. Coburn said they have the capability to design 3-D drawings. Who did the Novi Road project, asked Mr. Staudt? Mr. Coburn said OHM but it was an Oakland County project. Mr. Staudt commented the City does not do any in-house public projects? Mr. Coburn said that is correct.

Consultant Review Committee November 14, 2012 Meeting Minutes Excerpt

Mr. Wayne Wrobel asked if the City has had any issues with any of the three firms? Mr. Coburn replied are all doing well. Mr. Wrobel asked if the staff that reviewed the RFQ were in agreement? Mr. Coburn said each reviewer has their opinion. Mr. Staudt asked if staff usually deals with the same point person(s)? Mr. Coburn said yes and the more work the firm receives the more responsive. Mr. Staudt asked how Spalding Decker fits into the work schedule? Mr. Coburn said they do public and private projects.

**Moved by Wrobel, supported by Casey; CARRIED UNANIMOUSLY: To recommend to City Council to engage each of the firms of URS Corporation, Spalding Decker Associates, and Orchard, Hiltz & McCliment with the proposed fee schedules for a three-year contract with two one-year renewal options to provide engineering services for public projects.**



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November 16, 2012

Brian Coburn, Engineering Manager  
CITY OF NOVI  
Department of Public Services  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

Re: **Agreement for Professional Engineering Services**

Dear Mr. Coburn:

We have reviewed the enclosed draft of the proposed Agreement for Professional Engineering Services that has been prepared for the purpose of entering into contracts with engineering firms pre-qualified by the Engineering Division for design of public infrastructure projects. The form was previously used for the City's 2009 contracts. We have made a few modifications to Agreement form to make it consistent with the City's current insurance requirements for City contractors, to clarify that the engineering firms are acting as "independent contractors" to the City, and to modify the indemnity obligations. We recommend approval of the form for the Agreement for Professional Engineering services with the enclosed revisions.

If you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth Kudla Saarela

EKS/sls

C: Maryanne Cornelius, Clerk (w/Enclosure)  
Rob Hayes, DPS Director (w/Enclosure)  
Sue Troutman, City Clerk's Office (w/Enclosure)  
Thomas R. Schultz, Esquire (w/Enclosure)

**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 \_\_\_\_\_, 2012, and is between the **City of Novi**, 45175 West Ten Mile Road, Novi, Michigan 48375 (hereafter "**City**") and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, Michigan \_\_\_\_\_ (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*, if and when such services are assigned by the City to Consultant by execution of a 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, if and when assigned to Consultant, including roadway construction and rehabilitation work, sidewalk and pathway construction, water main construction, sanitary sewer/storm sewer construction, underground utility rehabilitation, and traffic signal construction, 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 Fee Schedule* for that particular type of project. Services shall be assigned to Consultant by approval by the City of a supplemental agreement (“Supplemental Agreement”), which 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 three additional 1-year terms. 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. Reuse of any such materials by City on any extension of any project or any other project without the written authorization of Consultant shall be at City’s sole risk. Consultant shall have the right to retain copies of all such materials.
- f. The parties to this Contract intend that the relationship between them created by this Contract is that of service provider and service purchaser. It is expressly agreed, understood and intended that no employee-employer relationship shall exist or be established and that Consultant is an independent contractor who has been retained to render services to the City to achieve specific results in exchange for specified recompense. As an independent contractor, Consultant

expressly agrees that: (a) In the performance of this Contract, the relationship of Consultant to the City shall be that of an independent contractor and not that of an employee or agent of the City, and neither Consultant, nor any agent, employee or permitted subcontractor of Consultant, shall be or may be deemed to be the employee or agent of, or a servant to, the City; (b) Consultant will be solely responsible for payment of salaries, wages, and other compensation for its employees and agents; (c) Neither the Consultant nor any officer, agent, employee or subcontractor of the Consultant shall be eligible for coverage under or eligible to receive the benefits of the City's Workers' compensation, unemployment or health insurance, pension plans or other benefit plans; (d) Consultant is and shall perform under this Contract as an independent contractor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical/health benefits, Worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract; and (e) Consultant, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the City.

## **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. Subject to sub-paragraph 2(b) below, the City shall pay the undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. If payment is not maintained on a thirty (30) day current basis, Consultant may suspend further performance until payments are current.
- b. City agrees that the periodic billing from Consultant to City are presumed to be correct, conclusive with regard to the services provided, 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 with regard to the billing. Errors or discrepancies in a 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, a more specific procedure for submission and approval of billing statements may be set forth in the Supplemental Agreement for each project. The City shall confirm the correctness of any progress estimates made for billing purposes, 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 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. 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 1.a. above, the making of such representations or the provision of such surveys and testing shall be required.
- d. 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.

- e. 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 1.a. above.
- f. Except as specifically set forth in the Work Description Exhibit, attached hereto as Exhibit A 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 Fee Schedule* for each particular type of project

- g. 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.
- h. With the exception of Professional Liability, 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.
- i. 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.
- j. 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.
- k. Coverage under the general and auto liability policies shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Novi. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

## **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.

DRAFT

**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

\_\_\_\_\_  
Robert J. Gatt, Mayor

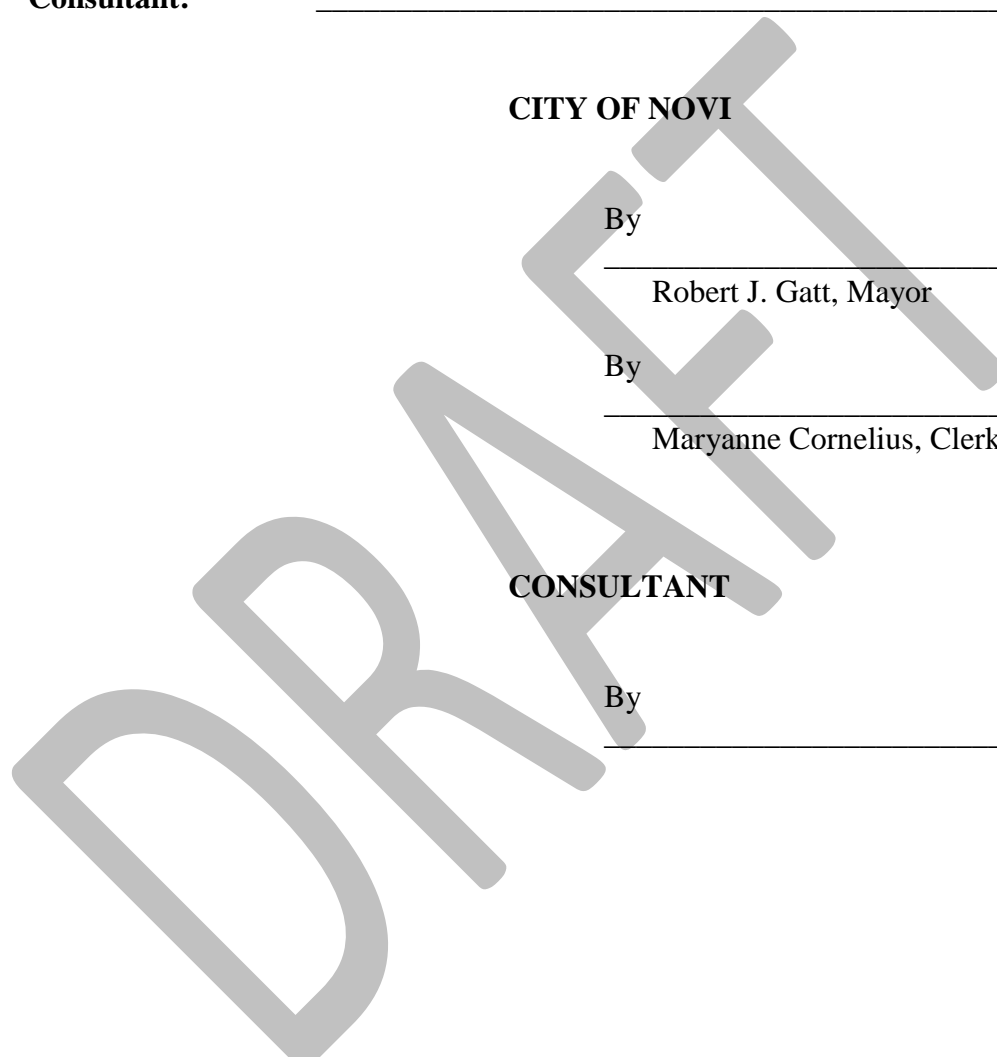
By

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

**CONSULTANT**

By

\_\_\_\_\_



**EXHIBIT B  
RECOMMENDED ENGINEERING FEES**

		<b>ROAD CONSTRUCTION</b>					
COST OF CONSTRUCTION From                  To		Design Phase (% Construction)		Contract Admin (% Construction)			
		EXISTING	PROPOSED	EXISTING	PROPOSED		
\$	-	\$	50,000	11.50%	12.00%	8.00%	8.50%
\$	50,001	\$	75,000	11.00%	11.75%	7.50%	8.00%
\$	75,001	\$	100,000	10.75%	11.40%	7.50%	8.00%
\$	100,001	\$	125,000	10.30%	10.60%	7.00%	7.50%
\$	125,001	\$	150,000	10.15%	10.30%	7.00%	7.50%
\$	150,001	\$	200,000	9.75%	9.75%	7.00%	7.50%
\$	200,001	\$	300,000	9.30%	9.30%	7.00%	7.00%
\$	300,001	\$	400,000	8.90%	8.90%	7.00%	7.00%
\$	400,001	\$	500,000	8.50%	8.50%	6.50%	6.50%
\$	500,001	\$	750,000	7.75%	7.75%	6.40%	6.40%
\$	750,001	\$	1,000,000	7.10%	7.10%	6.00%	6.00%
\$	1,000,001	\$	2,000,000	6.35%	6.35%	5.30%	5.30%
\$	2,000,001		and greater	6.00%	6.00%	4.50%	4.50%

		<b>ROAD REHABILITATION</b>					
COST OF CONSTRUCTION From                  To		Design Phase (% Construction)		Contract Admin (% Construction)			
		EXISTING	PROPOSED	EXISTING	PROPOSED		
\$	-	\$	50,000	10.00%	11.00%	6.00%	7.00%
\$	50,001	\$	75,000	9.50%	10.00%	6.00%	6.75%
\$	75,001	\$	100,000	9.25%	9.50%	6.00%	6.50%
\$	100,001	\$	125,000	8.80%	9.25%	5.50%	6.00%
\$	125,001	\$	150,000	8.65%	9.00%	5.50%	6.00%
\$	150,001	\$	200,000	8.25%	8.50%	5.50%	6.00%
\$	200,001	\$	300,000	7.80%	8.00%	5.00%	5.50%
\$	300,001	\$	400,000	7.40%	7.40%	5.00%	5.00%
\$	400,001	\$	500,000	7.00%	7.00%	4.50%	4.50%
\$	500,001	\$	750,000	6.25%	6.25%	4.00%	4.00%
\$	750,001	\$	1,000,000	5.60%	5.60%	3.25%	3.25%
\$	1,000,001	\$	2,000,000	4.85%	4.85%	2.50%	2.50%
\$	2,000,001		and greater	4.50%	4.50%	2.25%	2.25%



		<b>NON-MOTORIZED (SIDEWALKS, PATHWAYS &amp; TRAILS)</b>			
<b>COST OF CONSTRUCTION</b>		<b>Design Phase</b>		<b>Contract Admin</b>	
<b>From</b>	<b>To</b>	<b>(% Construction)</b>		<b>(% Construction)</b>	
		<b>EXISTING</b>	<b>PROPOSED</b>	<b>EXISTING</b>	<b>PROPOSED</b>
\$ -	\$ 50,000	13.00%	14.00%	8.00%	8.50%
\$ 50,001	\$ 75,000	12.50%	13.25%	7.50%	8.20%
\$ 75,001	\$ 100,000	12.00%	12.75%	7.50%	7.75%
\$ 100,001	\$ 125,000	11.70%	12.25%	7.00%	7.50%
\$ 125,001	\$ 150,000	11.20%	11.60%	7.00%	7.00%
\$ 150,001	\$ 200,000	10.70%	10.80%	7.00%	7.00%
\$ 200,001	\$ 300,000	10.00%	10.00%	6.50%	6.50%
\$ 300,001	\$ 400,000	9.40%	9.40%	6.50%	6.50%
\$ 400,001	\$ 500,000	8.90%	8.90%	6.50%	6.50%
\$ 500,001	\$ 750,000	8.20%	8.20%	6.00%	6.00%
\$ 750,001	\$ 1,000,000	7.90%	7.90%	5.50%	5.50%
\$ 1,000,001	\$ 2,000,000	7.50%	7.50%	5.00%	5.00%
\$ 2,000,001	and greater	7.10%	7.10%	4.50%	4.50%

		<b>WATER MAIN CONSTRUCTION</b>			
<b>COST OF CONSTRUCTION</b>		<b>Design Phase</b>		<b>Contract Admin</b>	
<b>From</b>	<b>To</b>	<b>(% Construction)</b>		<b>(% Construction)</b>	
		<b>EXISTING</b>	<b>PROPOSED</b>	<b>EXISTING</b>	<b>PROPOSED</b>
\$ -	\$ 50,000	11.00%	11.50%	8.00%	8.50%
\$ 50,001	\$ 75,000	10.50%	11.00%	7.50%	8.00%
\$ 75,001	\$ 100,000	10.00%	10.25%	7.50%	8.00%
\$ 100,001	\$ 125,000	9.50%	9.75%	7.00%	7.50%
\$ 125,001	\$ 150,000	9.00%	9.25%	7.00%	7.00%
\$ 150,001	\$ 200,000	8.40%	8.50%	7.00%	7.00%
\$ 200,001	\$ 300,000	8.00%	8.00%	6.50%	6.50%
\$ 300,001	\$ 400,000	7.40%	7.40%	6.50%	6.50%
\$ 400,001	\$ 500,000	7.25%	7.25%	6.50%	6.50%
\$ 500,001	\$ 750,000	6.90%	6.90%	6.00%	6.00%
\$ 750,001	\$ 1,000,000	6.50%	6.50%	5.50%	5.50%
\$ 1,000,001	\$ 2,000,000	6.30%	6.30%	5.00%	5.00%
\$ 2,000,001	and greater	6.10%	6.10%	4.50%	4.50%

<b>SANITARY/STORM SEWER CONSTRUCTION</b>					
COST OF CONSTRUCTION		Design Phase		Contract Admin	
From	To	(% Construction)		(% Construction)	
		EXISTING	PROPOSED	EXISTING	PROPOSED
\$ -	\$ 50,000	11.50%	12.00%	8.00%	8.50%
\$ 50,001	\$ 75,000	11.00%	11.65%	7.50%	8.00%
\$ 75,001	\$ 100,000	10.50%	11.30%	7.50%	7.75%
\$ 100,001	\$ 125,000	10.50%	11.00%	7.00%	7.50%
\$ 125,001	\$ 150,000	10.00%	10.50%	7.00%	7.50%
\$ 150,001	\$ 200,000	9.50%	10.00%	7.00%	7.00%
\$ 200,001	\$ 300,000	9.50%	9.50%	6.50%	6.50%
\$ 300,001	\$ 400,000	9.50%	9.50%	6.50%	6.50%
\$ 400,001	\$ 500,000	9.00%	9.00%	6.50%	6.50%
\$ 500,001	\$ 750,000	9.00%	9.00%	6.00%	6.00%
\$ 750,001	\$ 1,000,000	8.50%	8.50%	5.50%	5.50%
\$ 1,000,001	\$ 2,000,000	8.00%	8.00%	5.00%	5.00%
\$ 2,000,001	and greater	7.50%	7.50%	4.50%	4.50%

<b>UNDERGROUND UTILITY REHABILITATION</b>					
COST OF CONSTRUCTION		Design Phase		Contract Admin	
From	To	(% Construction)		(% Construction)	
		EXISTING	PROPOSED	EXISTING	PROPOSED
\$ -	\$ 50,000	n/a	10.00%	n/a	6.75%
\$ 50,001	\$ 75,000	n/a	9.00%	n/a	6.50%
\$ 75,001	\$ 100,000	n/a	8.50%	n/a	6.50%
\$ 100,001	\$ 125,000	n/a	8.00%	n/a	6.00%
\$ 125,001	\$ 150,000	n/a	7.50%	n/a	6.00%
\$ 150,001	\$ 200,000	n/a	7.00%	n/a	6.00%
\$ 200,001	\$ 300,000	n/a	6.25%	n/a	5.50%
\$ 300,001	\$ 400,000	n/a	5.75%	n/a	5.50%
\$ 400,001	\$ 500,000	n/a	5.00%	n/a	5.00%
\$ 500,001	\$ 750,000	n/a	4.50%	n/a	4.75%
\$ 750,001	\$ 1,000,000	n/a	4.25%	n/a	4.50%
\$ 1,000,001	\$ 2,000,000	n/a	4.00%	n/a	4.00%
\$ 2,000,001	and greater	n/a	3.75%	n/a	3.50%

		<b>TRAFFIC SIGNALS</b>					
COST OF CONSTRUCTION From                      To		Design Phase (% Construction)		Contract Admin (% Construction)			
		EXISTING	PROPOSED	EXISTING	PROPOSED		
\$	-	\$	50,000	14.00%	14.25%	6.00%	7.00%
\$	50,001	\$	75,000	12.35%	13.00%	5.80%	6.50%
\$	75,001	\$	100,000	11.00%	11.00%	5.60%	6.50%
\$	100,001	\$	125,000	9.75%	10.00%	5.40%	6.25%
\$	125,001	\$	150,000	8.75%	9.00%	5.30%	6.00%
\$	150,001	\$	200,000	7.70%	8.00%	5.10%	5.50%
\$	200,001	\$	300,000	6.98%	7.00%	5.00%	5.00%
\$	300,001	\$	400,000	6.30%	6.30%	4.80%	4.80%
\$	400,001	\$	500,000	6.00%	6.00%	4.70%	4.70%
\$	500,001	\$	750,000	5.50%	5.50%	4.50%	4.50%
\$	750,001	\$	1,000,000	4.75%	4.75%	4.40%	4.40%
\$	1,000,001	\$	2,000,000	4.25%	4.25%	4.20%	4.20%
\$	2,000,001		and greater	4.00%	4.00%	4.10%	4.10%

**Other types of Work:**

Legal Description and Exhibits

Survey Crew (one man crew)

Survey Crew (two man crew)

General Consulting (for miscellaneous work)

Inspection Crew Day (per Exhibit C requirements)

Increase in Contract Admin Fee for MDOT Local Agency Administered Projects

EXISTING	PROPOSED
n/a	\$ 600.00
n/a	\$ 100.00
n/a	\$ 150.00
n/a	\$ 105.00
\$ 615.00	\$ 640.00
0.00%	0.60%

**Notes:**

1. Design fees are determined by multiplying the construction cost estimate by the % fee shown in the above
2. Contract Administration fees are determined by multiplying the contractor's bid by the % fee shown in the
3. Inspection fees are determined by multiplying the number of crew days provided by the contractor in the bid as defined above.
4. See the Request for Proposals and Request for Qualifications regarding the specific scope of services (i.e. work performed by City staff as part of the project).



## MEMORANDUM

**TO:** VICTOR CARDENAS, ASSISTANT CITY MANAGER  
**FROM:** ROB HAYES, P.E; DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER *RH*  
BRIAN COBURN, P.E.; ENGINEERING MANAGER *BC*  
**SUBJECT:** ENGINEERING CONSULTANT AGREEMENT-PUBLIC PROJECTS  
**DATE:** NOVEMBER 6, 2012

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This memo is a follow-up to the attached September 24, 2012 memo regarding the Public Project Engineering Services Agreement. The City uses three-pre-qualified consultants to provide professional engineering services for public projects. The design phase and construction phase services provided by these consultants are necessary for the implementation of the City's Capital Improvement Program. The current agreements for public projects that were awarded to Orchard, Hiltz & McCliment; Spalding DeDecker Associates; and URS Corporation expired on September 24, 2012. As discussed in the attached memo, a Request for Qualifications was advertised publicly and reviewed by staff from several departments using Qualification Based Selection criteria, which resulted in a recommendation to retain the existing three pre-qualified firms.

The attached Request for Proposals was then sent to the three recommended consultants to clearly identify the scope for the various types of projects that could be awarded so the firms could provide fee curves for each project type. Staff reviewed the new, proposed fee curves from each firm against the existing fee curves from the 2009 agreement and met with each firm to gather feedback on any variances. (The fees submitted from each firm are enclosed for your reference.)

The attached Exhibit B shows the staff recommendation following discussions with each firm. While most firms requested increased fees for most projects and construction values, **staff recommends and the consultants have agreed to maintain the existing 2009 fee structure with the following exceptions:**

- Crew day costs for construction inspection are recommended to increase from \$615 per eight hour day to \$640 per eight hour day to reflect increases in costs since 2009.
- A 0.60% increase is recommended for contract administration on road projects that are administered through Michigan Department of Transportation's (MDOT) Local Agency Programs office to reflect the costs of the additional requirements to meet MDOT and federal guidelines.
- Projects under \$200,000 in construction value are recommended to have a slight fee percentage increase to account for fixed costs that are independent of project size, such as setting up bidding documents, preparation/coordination of pre-construction meetings, topographical survey costs, record drawing preparation, and preparation of progress pay estimates for the contractors. The table below shows the average fee increase as a percentage and as a dollar value.

COST OF CONSTRUCTION From To		Average Increase as Percentage		Total Fee Increase
		Design	Contract Admin	
\$0	\$50,000	0.62%	0.67%	\$645.83
\$50,001	\$75,000	0.63%	0.61%	\$931.25
\$75,001	\$100,000	0.45%	0.48%	\$933.33
\$100,001	\$125,000	0.38%	0.56%	\$1,177.08
\$125,001	\$150,000	0.32%	0.37%	\$1,025.00
\$150,001	\$200,000	0.21%	0.23%	\$883.33
\$200,001	\$300,000	0.04%	0.08%	\$360.00
\$300,001	\$400,000	0.00%	0.00%	\$0.00
\$400,001	\$500,000	0.00%	0.00%	\$0.00
\$500,001	\$750,000	0.00%	0.00%	\$0.00
\$750,001	\$1,000,000	0.00%	0.00%	\$0.00
\$1,000,001	\$2,000,000	0.00%	0.00%	\$0.00
\$2,000,001	and greater	0.00%	0.00%	\$0.00

As part of the RFP process, staff requested additional fees that were not included in the 2009 agreement for the following types of scope:

- Legal descriptions and exhibits
- Survey crew (one person crew and two person crew)
- General consulting (for miscellaneous work)

Fees were provided by each firm for these types of work and staff recommends approval of the lowest fee submitted in all cases except general consulting, as shown below:

Other types of Work:	OHM	SDA	URS	PROPOSED
Legal Description and Exhibits (per easement)	\$650.00	\$950.00	\$600.00	\$600.00
Survey Crew (one man crew) (per hour)	\$115.00	\$100.00	\$100.00	\$100.00
Survey Crew (two man crew) (per hour)	\$155.00	\$150.00	\$160.00	\$150.00
General Consulting (per hour)	\$125.00	\$110.33	\$95.00	\$105.00

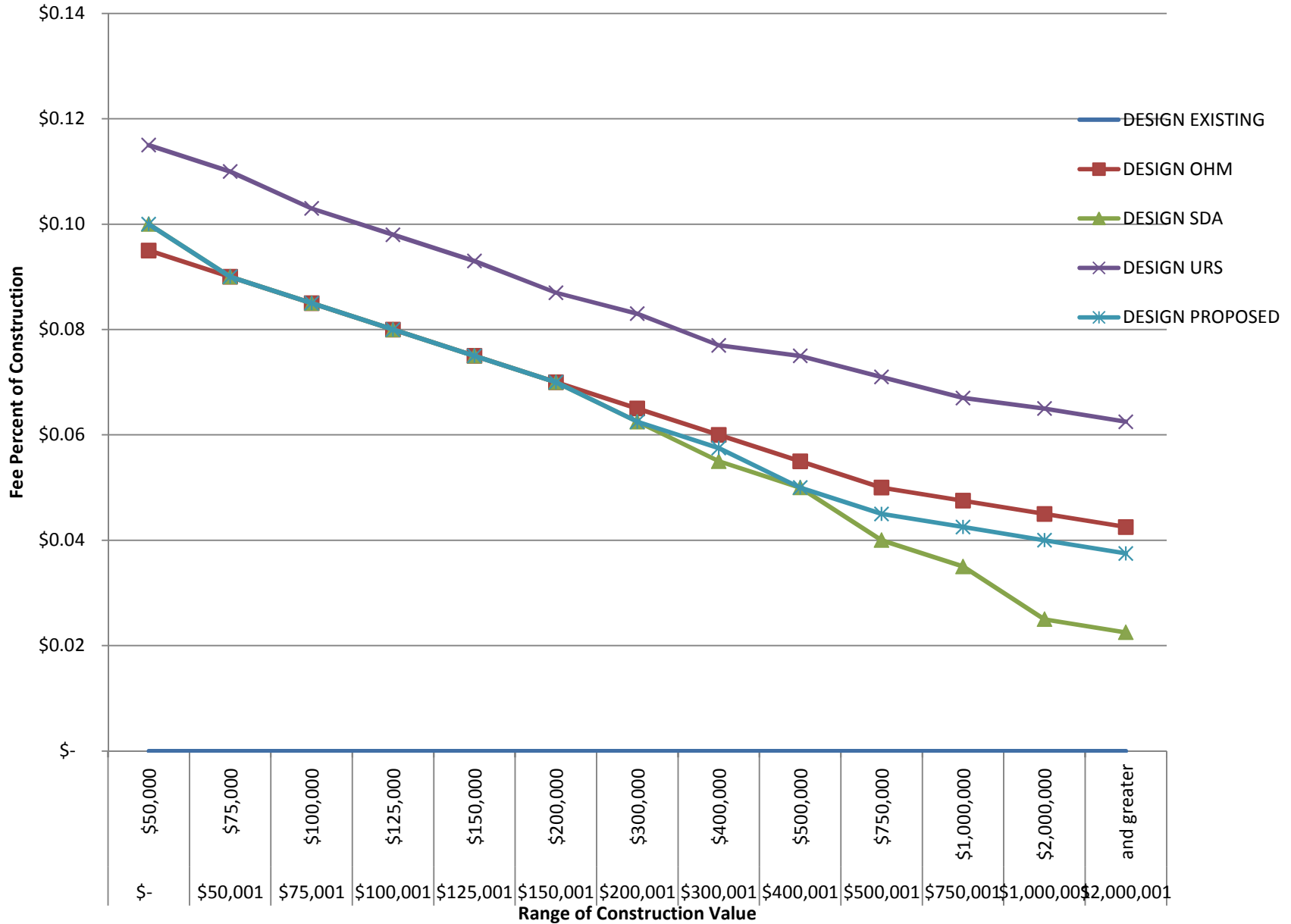
Additionally, a new fee curve was requested for underground utility rehabilitation projects similar to the sanitary sewer rehabilitation project that was awarded by City Council on August 27, 2012. The attached charts show the submitted fee from each firm for each construction value for the design phase and the construction phase, as well as the proposed fees recommended by staff.

Staff recommends the proposed common fee schedule for the three pre-qualified consultants as shown in Exhibit B. Staff also recommends a contract period similar to that used for the Private Development Field Engineering Services engineering agreement: a two-year term with three one-year renewal options.

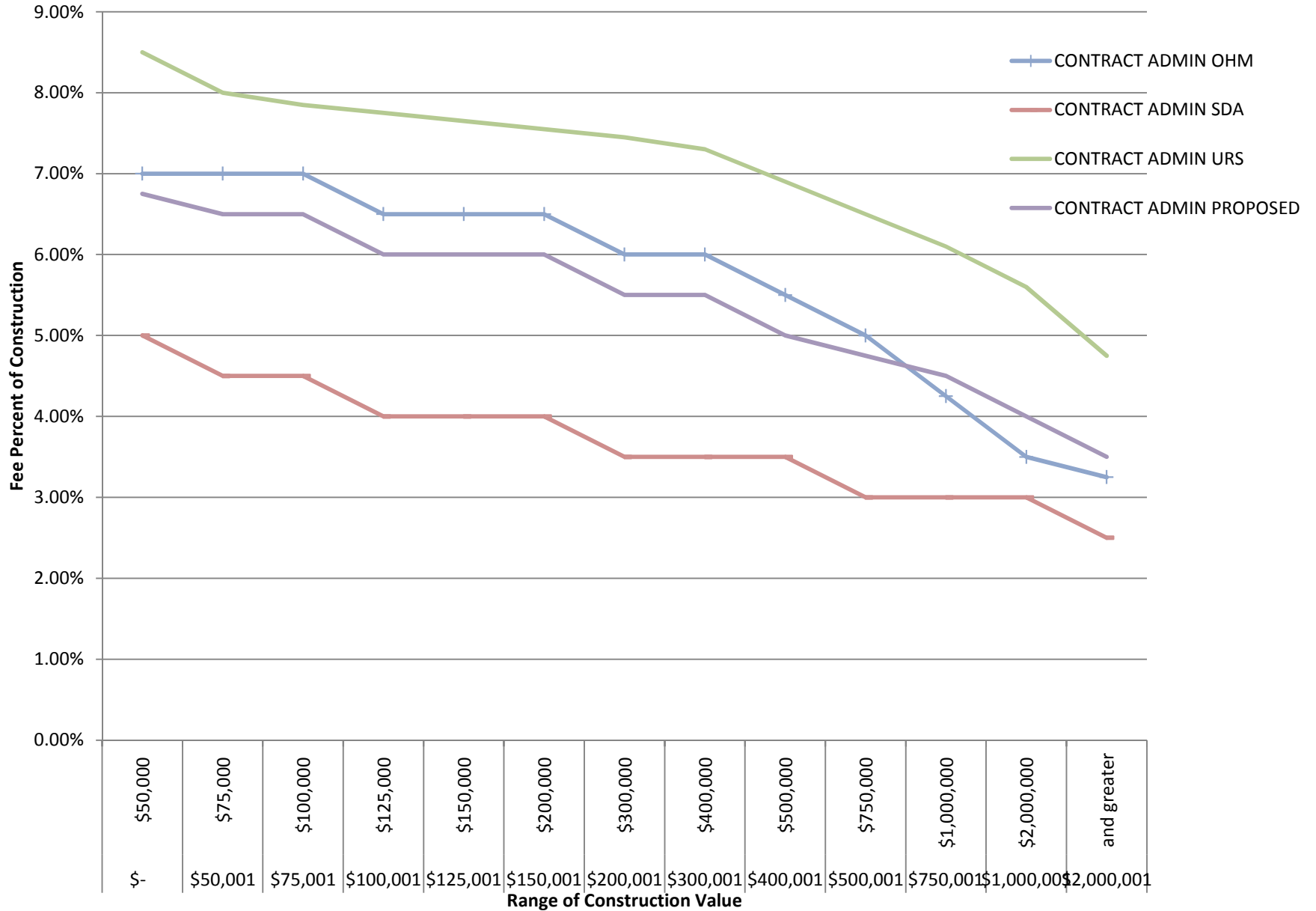
Please let us know if there are any questions or if you require additional information for consideration by the Consultant Review Committee.

cc: Sue Morianti, Purchasing Manager

# UNDERGROUND UTILITY REHABILITATION



# UNDERGROUND UTILITY REHABILITATION





**CITY OF NOVI, MICHIGAN**  
**REQUEST FOR PROPOSALS (RFP)**  
**October 1, 2012**

**FEE PROPOSAL FOR**  
**ENGINEERING CONSULTANT SERVICES**  
**2012-2014 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 July 27, 2012. 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 minimum scope of services as stated in the Request for Qualifications for road construction, road rehabilitation, sidewalk and pathway construction, water main construction, sanitary sewer/storm sewer construction, and traffic signal projects as well as the typical scope of services related to each type of project as further stated below:

Road Construction

A road construction project will involve the design and construction of a new road or the full replacement of an existing road including the majority of the curb and base material. The fee curve for Road Construction includes, but is not limited to, the following tasks necessary to complete a typical project:

- Topographic survey within the project limits
- Review of geotechnical reports in the development of pavement cross-section
- Design of ADA sidewalk ramps within the project limits with a detail of each ramp in the design plans
- Plans will include profiles and cross-sections as necessary
- Coordinate with MDOT Local Agency Programs for federally funded projects to provide necessary documentation and applications
- Attendance at up to two public information meetings and preparation of exhibit materials for the meeting.

Road Rehabilitation

A road rehabilitation project will involve the design and construction of an existing road in which there are some base and curb repairs along with any amount of surface repair. The fee curve for Road Rehabilitation includes, but is not limited to, the following tasks necessary to complete a typical project:

- Development of plans using limited survey information to illustrate the location of extent of the work. Log plans without graphical representation of the existing conditions and proposed work on a plan including ROW, property lines, existing curbs or EOM, etc. may not be acceptable.



- Plans will include existing and proposed cross-sections.
- Review of geotechnical reports in the development of pavement cross-section
- Survey and design of ADA sidewalk ramps within the project limits, as necessary with a detail of each ramp in the design plans
- Coordinate with MDOT Local Agency Programs for federally funded projects to provide necessary documentation and applications
- Attendance at up to two public information meetings and preparation of exhibit materials for the meeting.

#### Non-Motorized (Sidewalks, Pathways, and Trails)

A non-motorized project will involve the design and construction of a new sidewalk (5-foot or 6-foot wide), pathway (8-foot wide) or trail (10-foot wide). Projects may occur in existing, proposed or future rights-of-way or easements. The fee curve for Non-Motorized projects includes, but is not limited to, the following tasks necessary to complete a typical project:

- Preparation of a preliminary alignment for use by City staff to acquire necessary easements. There may be revisions to the preliminary alignment based on discussion with property owners.
- Development of plans that include profiles, cross-sections, etc.
- Attendance at up to two public information meetings and preparation of exhibit materials for the meeting.
- Coordinate with grant agencies as necessary for grant funded projects to provide necessary documentation and applications.

#### Utility Construction Projects (Water Main, Sanitary Sewer, Storm Sewer)

A utility project includes the installation or replacement of existing utilities including water main, sanitary sewer, and storm sewer. There are separate fee curves for each utility type. Each fee curve for utility construction projects includes, but is not limited to, the following tasks necessary to complete a typical project:

- Attendance at up to two public information meetings and preparation of exhibit materials for the meeting.
- For special assessment funded projects, an additional construction cost estimate may be required.
- Design of ADA sidewalk ramps within the project limits with a detail of each ramp in the design plans

#### Underground Utility Rehabilitation

An underground utility rehabilitation project includes the rehabilitation of existing utilities including water main, sanitary sewer, and storm sewer and associated structures using various available technologies. The fee curve for utility rehabilitation projects includes, but is not limited to, the following tasks necessary to complete a typical project:

- Review the pipe inspection video to be provided by the City and use the Pipeline Assessment and Certification Program (PACP) rating system to rank the severity of the deteriorations to develop a prioritized list of repairs.
- Develop rehabilitation recommendations for each pipe section showing defects.
- Provide final cost estimate for the recommended repairs

- The City will establish a final scope based on budget and consultants recommendations. The consultant will then develop plans and specifications for bidding the final authorized scope.
- Construction drawings shall include plan view of the utility system showing the location of each pipe and/or manhole to be rehabilitated.
- The consultant shall provide standard details for the final rehabilitation recommendations and should clearly correlate to the plan sheets for pipe and manhole location.

#### Traffic Signal Construction

A traffic signal construction project includes the installation of a new or replacement of an existing traffic signal along with associated intersection improvements necessary to the road and sidewalks, etc. The fee curve for traffic signal construction projects includes, but is not limited to, the following tasks necessary to complete a typical project:

- Coordination with Road Commission for Oakland County, Wayne County Department of Public Services or Michigan Department of Transportation to develop plans and specifications for the project.
- Design of ADA sidewalk ramps within the project limits with a detail of each ramp in the design plans
- Coordinate with MDOT Local Agency Programs for federally funded projects to provide necessary documentation and applications.

#### Legal Description and Exhibits

The fee for legal descriptions and exhibits includes, but is not limited to, the following tasks necessary to complete a typical project:

- All survey work necessary to develop a legal description and exhibit for an easement or deed.
- Exhibits shall be signed by a Professional Surveyor licensed in Michigan.
- Excludes the first five descriptions and exhibits included in the standard fee curves, but would apply to additional descriptions necessary for projects.

#### Survey Crew (for miscellaneous work)

An hourly fee for a survey crew to perform various types of work on an as needed limited basis.

#### Biennial Bridge Inspections (per MDOT requirements)

The fee for Biennial Bridge Inspections includes, but is not limited to, the following tasks necessary to complete a typical project:

- Field inspection of the four bridges under Novi's jurisdiction
- Complete the MDOT required forms and provide to the City along with photos from the field.
- Prepare the MDOT Bridge Inspection Form utilizing the MBIS application.
- Meet all other requirements by MDOT for bridge inspections.

#### General Consulting (for miscellaneous work)

An hourly fee for the consultant to perform various types of work on an as needed limited basis.

### Inspection Crew Day

The fee for inspection per 8 hour day as further described in Exhibit C. It is expected that the consultant will provide an inspector who shall be assigned to the project continuously from start to finish (including attendance at the pre-construction conference). An alternate inspection may only be assigned if requested in writing and approved by the City.

The following tasks are generally performed by City staff and excluded from the fee curve scope:

- Easement acquisition (excluding development of legal descriptions and exhibits). This task includes the discussions with the property owner, obtaining title work, communication with the City attorney, and development of the easement and/or ROW documents.
- Design phase communication with the public and adjacent property owners.
- Traffic warrant studies for signals and signage.

**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, with the potential for three one-year extensions. Each project will be awarded to a consultant by City Council as a supplemental agreement (see agreement draft in Exhibit A) that is also governed by the general agreement. 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. It is expected that all consultants under agreement provide proposals when requested. 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 Exhibit B based on the format below:

<b>Fee Type</b>	<b>Calculation Method</b>
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 are defined in Exhibit C.)

A completed Exhibit B form 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.

**Submittal of Proposals.** To be considered, a sealed fee proposal (one copy of completed Exhibit B only) must arrive at the City Clerk's Office, 45175 W. Ten Mile Road, Novi, Michigan 48375 **on or before 2:00 P.M., Wednesday, October 17, 2012** addressed to Sue Morianti, Purchasing Manager, and clearly labeled Fee Proposal for Engineering Consultant Services – 2012-2014 PUBLIC PROJECTS.

Questions regarding this Request for Proposals may be directed to:

Brian Coburn, Engineering Manager (248) 735-5632

or

Ben Croy, Civil Engineer (248) 735-5635

**EXHIBIT C**

**CONSTRUCTION INSPECTION OF MATERIAL AND WORK TO BE PERFORMED  
(CREW DAYS)**

The basis of computing crew days shall be as follows:

1. Crew days shall be defined as one construction inspector working 8 hours, and shall be billed in 4 hour increments rounded to the next half day as defined below:
  - a. 0 through 4 hours 1/2 crew day
  - b. Over 4 hours through 8 hours 1 crew day
  - c. Over 8 hours through 12 hours 1-1/2 crew day
  
2. If the Contractor cancels work for any given scheduled work day and the Contractor does not provide notice to the Engineer before 5:00 p.m. the day prior to the work stoppage, 0.25 crew days (2 hours) shall be accrued against the Crew Days bid item. It is the Contractor's sole responsibility to assure that any cancellation notification has been received.

The Foreman present for the Contractor shall sign the construction inspector's report at the end of each working day, agreeing to the number of Crew Days reported for that day.

If more than one construction inspector is required due to working schedule, number of crews, distance of operations, etc., additional construction inspectors will be provided. Crew days will be charged for any one operation requiring full time inspection. The Contractor shall give the Engineer at least 48 hours notice, exclusive of Saturdays, Sundays or holidays, when the project requires an increase or decrease in the number of construction inspectors. The Engineer shall determine when multiple construction inspectors are necessary. Extra construction inspectors are to be approved by the Owner. The contractor will need to anticipate the need for multiple crews per day, if applicable, and account for the additional inspection crew days in the bid.

On pay estimates the actual number of crew days accumulated, up to the quantity bid, will be entered and extended. This amount will be deducted from the estimate and retained by the Owner for construction inspection services performed.

If the Contractor completes the work using fewer crew days than the number stated in his proposal, his final payment shall include, in addition to the balance due him for the items of work completed, an amount equal to the number of unused crew days multiplied by the unit price for crew days as provided.

If the work under the contract is incomplete when the Contractor has expended the number of crew days stated in his proposal, subsequent payments to the Contractor shall include a deduction item for excess crew days, at the unit price given, for each excess crew day of construction inspection used during the period covered by the payment, independent of and in addition to other provisions in the contract pertaining to retainage or liquidated damages..

If, by change order, the quantity of work under the contract varies significantly from that stated in the proposal, the number of crew days shall be increased or decreased, as appropriate, in said change order. If the change order contains no increase or decrease in the number of crew days of construction inspection, then no adjustment is to be made in the number of crew days for construction inspection.

The Owner has determined that construction and related operations requiring full time inspection are generally defined, but not limited to, all construction shown in the contract documents, or as otherwise directed by the Engineer, except for lawn and landscape restoration which will require a final inspection.

# MEMORANDUM



**TO:** ROB HAYES, P.E.; DIRECTOR OF PUBLIC SERVICES  
**FROM:** BRIAN COBURN, P.E.; ENGINEERING MANAGER *BTC*  
**SUBJECT:** ENGINEERING CONSULTANT AGREEMENT-PUBLIC PROJECTS  
**DATE:** SEPTEMBER 24, 2012

The City uses three pre-qualified consultants to provide professional engineering services for public projects. The design phase and the construction phase services provided by these consultants are necessary for the implementation of the City's Capital Improvements Program. The current agreements for Public Project Engineering Services were awarded to Orchard, Hiltz & McCliment; Spalding DeDecker Associates, and URS Corporation on August 10, 2009 with an effective date of September 24, 2009. The agreement contained a two-year term (through September 24, 2011) with a single one-year renewal (approved on September 12, 2011 through September 24, 2012).

With the expiration of the current consulting agreements this month, the attached Request for Qualifications was advertised publicly on July 27, 2012 to solicit three pre-qualified engineering consultants. A total of nine firms submitted qualification packages on August 14, 2012. A review team consisting of three staff members from Engineering Division, one from Finance and one from Community Development, completed the review of the qualification packages on September 14. The team reviewed the qualification packages to select firms using Qualifications Bases Selection criteria. The summary of the review scores is as follows:

<u>Firm</u>	<u>Score</u>	<u>Rank</u>
Spalding De Decker*	3875	1
Orchard Hiltz McCliment*	3680	2
URS*	3440	3
Hubbell Roth Clark	3030	4
Stantec	2420	5
Giffels Webster	2180	6
Fishbeck Thompson Carr Huber	2020	7
Spicer	1315	8
Charles Raines	540	9

\*Currently a pre-qualified consultant for the City

The highest scoring consultants happen to be the consultants that are currently under agreement to perform these services. With the concurrence of Administration and the Consultant Review Committee, staff intends to issue a Request for Proposals (RFP) to each of the top three firms to develop the revised fees to be used for the new contract period. Although the consultants may propose revised fee amounts, we propose to continue using the existing structure for determining the fees for each consultant as outlined in the attached Exhibit B.

Staff recommends a contract period similar to that used for the Private Development Field Services engineering agreement with Spalding DeDecker: a two-year term with three one-year renewal options. We anticipate the following schedule for the proposal process and consideration of staff's recommendation to the Consultant Review Committee and City Council:

- Request for Proposals sent to top three scoring consultants 10/1/12
- Proposal responses due from consultants 10/17/12
- Staff review and evaluation of proposals complete 11/2/12
- Consultant Review Committee review early to mid November
- Preparation of agreement by staff complete 12/6/12
- Potential consideration of agreement by City Council 12/18/12

Please let me know if you have any questions.

cc: Victor Cardenas, Assistant City Manager  
Sue Morianti, Purchasing Manager  
DPS Engineering Division



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

Current Fee Schedule - 2009 Agreement

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.



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

**CIVIL ENGINEERING CONSULTANT SERVICES –  
2012-2014 PUBLIC PROJECTS**

The City of Novi will receive sealed qualifications for **CIVIL ENGINEERING CONSULTANT SERVICES – 2012-2014 PUBLIC PROJECTS** according to the specifications of the City of Novi.

Sealed qualifications will be received until **11:00 A.M.** prevailing Eastern Time, **Thursday, August 23, 2012.** Proposals shall be addressed as follows:

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

**OUTSIDE OF MAILING ENVELOPE/PACKAGES MUST BE PLAINLY MARKED "CIVIL ENGINEERING CONSULTANT SERVICES – 2012-2014 PUBLIC PROJECTS" AND MUST BEAR THE NAME OF THE PROPOSER.**

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

Sue Morianti  
Purchasing Manager

Notice dated: July 27, 2012

**NOTICE TO PROPOSERS:**

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



## CITY OF NOVI

### CIVIL ENGINEERING CONSULTANT SERVICES – 2012-2014 PUBLIC PROJECTS

#### INSTRUCTIONS TO PROPOSERS

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

#### **IMPORTANT DATES**

RFQ Issue Date	July 27, 2012
Last Date for Questions	Tuesday, August 14, 2012 by 12:00 P.M.
<b>Response Due Date</b>	<b>Thursday, August 23, 2012 by 11:00 A.M.</b>

#### **TYPE OF CONTRACT**

The contract period will be for two (2) years. The contract period may be extended beyond two years at the discretion of City Council.

#### **PROPOSAL SUBMITTALS**

**Five (5) bound copies** of each proposal and one CD or DVD containing the complete proposal (in PDF format) must be delivered to the City Clerk's Office. No other distribution of the proposals will be made by the Contractor. Proposals must be signed by an official authorized to bind the Contractor to its provisions.

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

#### **CHANGES TO THE RFQ/ADDENDUM**

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

Such interpretation or correction, as well as any additional RFQ provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at [www.mitn.info](http://www.mitn.info). Any addendum issued by the City shall become part of the RFQ and shall be taken into account by each proposer in preparing their proposal. Only written addenda are binding. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on proposal form.

## **SUBMISSION OF PROPOSALS**

Proposals must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of RFQ. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed proposals must arrive at City Clerks Office, on or before the specified time and date. There will be no exceptions to this requirement. Proposal is considered received when in the possession of the City Clerk. Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposal. Proposals received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected proposals. The City reserves the right to postpone an RFP opening for its own convenience.

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

Proposers are expected to examine all specifications and instructions. Failure to do so will be at the proposer's risk.

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

Any samples, CDs, DVDs or any other items submitted with your bid will not be returned to the contractor.

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

**USE OF THE CITY LOGO IN YOUR PROPOSAL IS PROHIBITED.**

## **RESPONSIVE PROPOSALS**

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. The City reserves the right to declare as non-responsive, and reject an incomplete proposal if material information requested is not furnished, or where indirect or incomplete answers or information is not provided.

## **CONTRACT AWARD**

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

After contract award, notification will be posted on the MITN website at [www.mitn.info](http://www.mitn.info)

## **GENERAL CONDITIONS**

### **INSURANCE**

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful proposer prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be on file with the City for the duration of the contract.

### **TAX EXEMPT STATUS**

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

### **INVOICING**

Invoices must be mailed to: City of Novi, Attn: Finance Department, 45175 W. Ten Mile Road, Novi, MI 48375

### **CONTRACT TERMINATION**

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

### **TRANSFER OF CONTRACT/SUBCONTRACTING**

The successful proposer will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Such approval shall not constitute a basis for privity between the City and any subcontractor. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

### **NON-DISCRIMINATION**

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

### **ACCEPTANCE OF PROPOSAL CONTENT**

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

### **DISCLOSURE**

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

### **ECONOMY OF PREPARATION**

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

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

### **INDEPENDENT PRICE DETERMINATION**

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

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

Each person signing the proposal certifies that:

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

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





**CITY OF NOVI**  
**INSURANCE REQUIREMENTS**  
**ATTACHMENT A**

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) on a per claim/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; alternately, contractor may agree to provide notice of cancellation or reduction.
3. The City of Novi shall be named as additional insured for General Liability and Auto Liability. 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.
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.



5. 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.
6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City 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 QUALIFICATIONS (RFQ)**

**August 1, 2012**

**CIVIL ENGINEERING CONSULTANT SERVICES  
2012-2014 PUBLIC PROJECTS**

- A. General.** The City of Novi (population 55,224) is seeking to develop a list of three qualified civil engineering consultants to perform civil engineering design and construction engineering services on water, sanitary sewer, storm sewer, roadway and pathway related projects as they are developed by the City. Once the list of qualified consultants is selected and approved by City Council, projects would be awarded based on a rotating basis to selected firms.

The qualifications for engineering design and construction services for public projects will remain in effect for a period of two (2) years from the date of Council approval. The qualifications period may be extended beyond two years at the discretion of City Council. During the last two year qualification period there were approximately 33 public projects awarded to the pre-qualified consultants.

There will be a two-step selection process. The Statement of Qualifications will be reviewed and the firms deemed to be the most qualified in the disciplines involved will be selected for a short list. Those firms will then participate in an RFP process for developing standard fees associated with various types of projects.

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

- 1) The firm shall have an established local office, prior to the date of this RFQ, within thirty-five (35) miles of the Novi Civic Center (45175 Ten Mile Road, Novi MI) that is staffed with personnel who will provide civil engineering services to the City of Novi.
- 2) The firm shall demonstrate that an adequate number of professionals are employed in the various fields required to complete the amount of work and the type of work contemplated in this RFQ. With the exception of geotechnical/sub-surface investigation services, the firm shall perform all duties listed below in the Scope of Services section of this RFQ without the use of sub-consultants.
- 3) The firm shall employ a minimum of three (3) licensed professional engineers registered in the State of Michigan, and located in the local office, as outlined in Item 1 above.
- 4) The firm shall employ at least one (1) licensed professional surveyor who shall be registered in the State of Michigan.

- 5) The firm shall have at a minimum, ESRI® ArcGIS® Desktop (ArcView® & ArcInfo®), version 10 or better and AutoCad® Land Development Desktop to include AutoCad® Map 3D software packages for record drawing preparation.
- 6) The firm shall employ at least one person certified in administering Part 91, Soil Erosion and Sedimentation Control, of the Natural Resources and Environmental Protection Act as enforced by the Michigan Department of Environmental Quality – Water Bureau (because the City of Novi is a Municipal Enforcing Agency, a firm that only presents a certified Storm Water Operator will not meet this requirement). This person shall be located in the local office, as outlined in Item 1 above.

**C. Scope of Services.** Refer to Exhibit A.

**D. Format Requirements for Qualifications Submittal.** Each qualifications submittal shall adhere to the following order and content of sections.

- 1) Background of firm - History, areas of expertise, locations, size and resource capabilities (especially of the local office) to perform the required services, and meet the minimum qualification requirements.
- 2) Statement of understanding of the general scope of services.
- 3) Staffing Section – Provide résumés of individuals who will be performing these services and indicating the functions that each person will carry out. (During the contract period, if the firm chooses to assign different personnel, then the firm must submit their names and qualifications, including information listed above, to the City for advanced approval). Include copies of MDEQ Part 91 certifications (not stormwater operator certifications) for the individuals responsible for soil erosion and sedimentation control inspections.
- 4) Qualifications Section – This section should describe the qualifications of the firm in regard to experience with each type of project (roads, pathways, city utilities) within the past five (5) years. Information presented in this section shall include the following for each type of project:
  - a) A general summary of the firm’s demonstrated capabilities and experience.
  - b) Detailed descriptions of projects similar in nature to the services described in the RFQ.
  - c) Names of key staff who participated in referenced projects and their specific responsibilities with respect to the services described in the RFQ.
  - d) A minimum of three (3) references from entities that received similar services from the firm. The City of Novi reserves the right to contact any of the organizations or individuals listed. Information provided shall include: 1) client name, 2) project description, 3)

project start and end dates, and 4) client contact name, telephone number and e-mail address.

**E. Qualifications Submittal Evaluation.** The City's consultant evaluation and selection process is based on the Qualifications Based Selection (QBS) process for professional services. The City will use the following criteria in its evaluation and selection process:

- 1) Compliance with the RFQ requirements. (10%)
- 2) Background of Firm. (15%)
- 3) Understanding of the Scope of Services. (15%)
- 4) Recent experience in conducting similar scopes of work for other public agencies. (25%)
- 5) Staff's educational background, work experience and relevant consulting experience. (25%)
- 6) References. (10%)

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

**F. Submittal of Qualifications.** To be considered, sealed qualifications (five paper copies (bound) and one CD or DVD containing the complete proposal in PDF format) must arrive at the City Clerk's Office, 45175 W. Ten Mile Road, Novi, Michigan 48375 on or before **11:00 A.M., Thursday, August 23, 2012** and clearly labeled Civil Engineering Consultant Services – 2012-2014 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.

**G. Questions.** Questions regarding this Request for Qualifications may be directed to:

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

or

Engineering Manager, Brian Coburn, PE  
bcoburn@cityofnovi.org or (248) 735-5632.

## EXHIBIT A

### SCOPE OF SERVICES

#### **General Design and Construction Phase Scope of Services for Public Projects:**

The following projects that have a design and construction phase are included as general projects under this contract for which a standard fee and scope would be developed:

- Road Rehabilitation/Repair (no topography)
- Road Reconstruction (requires topography)
- Traffic Signal Replacement (including ADA sidewalk compliance)
- Sidewalk/pathway construction (including ADA sidewalk compliance)
- Water main construction
- Sanitary sewer rehabilitation
- Streambank stabilization
- Detention Basin retrofit

The scope of services for design and construction phase projects will generally include the following scope of services:

- 1.) Meet with the City at the beginning of the project to verify the scope of the projects. A visit to each site shall also be included.
- 2.) 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.
- 3.) Reviewing 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.
- 4.) If required, provide complete topographic survey of the project area. Log sheets will be allowed for repaving and rehabilitation areas. The survey must include and identify all trees measuring 6-inch d.b.h. and larger within 25 feet of project area, and the condition of such trees should be noted. All wetland boundaries shall be identified on the plan.
- 5.) Provide preliminary design and project cost estimate at 30% complete for review and comment.
- 6.) Provide final plans and contract documents for the project at the time of 90% review. The final plans shall include profiles for all road reconstruction, pathway/sidewalks, water main, sanitary sewer construction (not rehab), and storm sewer construction projects. The front-end documents will be provided by the City of Novi, the specifications shall be prepared by the Consultant, and contract documents shall be prepared, printed, assembled, and distributed by the Consultant.

- 7.) Prepare easement exhibits for up to 5 properties when necessary for the project. The City will provide title work and will use City staff to obtain the easements from the property owners.
- 8.) A revised construction cost estimate shall be provided at the time of 90% review by the City.
- 9.) Contact and coordinate with all utility companies with facilities within the project limits including relocations of utilities and guy wires as necessary to facilitate construction of the project.
- 10.) Coordinate with DTE Energy to facilitate the construction of the street lighting components of the project.
- 11.) Coordinate all work with state and local agencies to acquire any permits required. (All local streets are under City of Novi jurisdiction and will not require a ROW permit). Permit fees are to be paid by the consultant and reimbursed at cost by the City.
- 12.) The plans shall be designed in accordance with the City of Novi Design and Construction Standards, Chapter 11, Novi Code of Ordinances, and RCOC requirements as applicable. The final design shall incorporate all items list above.
- 13.) The Consultant shall be responsible for specifying protection of existing survey monumentation and coordinating with the County surveyor as required.
- 14.) For projects in the RCOC right-of-way, the consultant shall meet with RCOC as needed to coordinate pedestrian signal improvements and ADA sidewalk upgrades needed for permit approval.
- 15.) The Consultant shall complete a soil erosion and sedimentation control plan for each 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 also provide a completed SESC application, SESC Checklist and three (3) sets of plans at such time as the SESC plan has been approved by Engineering.
- 16.) The consultant shall provide a Progress Status Report to the Engineering Division every other Friday using the form provided by the Engineering Division.
- 17.) 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 distribution of all bid documents and addenda to potential bidders and plan holders. The costs associated with the reproduction of the bidding documents shall be included in the design phase fees for the consultant and may be offset by charging plan holders for bidding documents.
  - The Consultant shall submit **four (4) sets** of plans and **one (1) copy** of cost estimates for review to the City Engineer at 30% complete.
  - The Consultant shall submit **four (4) sets** of plans and **one (1) set** of specifications and a construction cost estimate at 90% complete for review and comment.
  - 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, Engineering 26300 Lee BeGole Drive, Novi, MI 48375	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 or DVD 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 or DVD 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.

18.) As a part of the Design Phase, the Consultant shall prepare bid documents and provide assistance to the City Engineering and Purchasing Departments 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 Department. Prior to 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 also provide bid tabulation and award recommendation letter to Engineering (with a copy sent to the Purchasing Manager).

- 19.) Contract administration services shall include, but not be limited to: reviewing shop drawings furnished by the contractor at the pre-construction meeting, 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, project close-out and record drawing preparation.
- 20.) 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.
- 21.) The City uses a crew day specification for inspection services as detailed in Exhibit B. 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.
- 22.) 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.

### **Other Scope of Services**

The selected consultant may be called upon to complete additional projects that are not part of the standard scope or standard fee schedule. Non-standard project would include the following examples and would be awarded through a proposal process to one of the three selected consultants. **The RFQ should indicate prior experience and proper certifications to complete the follow types of projects:**

- **Bridge Inspections:** The consultant may be called upon to complete bridge inspections for the City's four bridges in 2014 and every 2 years thereafter. The bridge inspection shall be completed by the consultant in compliance with MDOT requirements.



- **Dam Inspections:** The consultant may be called upon to complete dam inspections for the City's four regulated dams.
- **Bridge Design:** The consultant may be called upon to design bridge repairs or rehabilitation work based on the outcome of the bridge inspection.
- **Survey work:** The consultant may be called upon to develop a parcel description as part of parcel splits or combinations, to verify a property or ROW boundary or other related types of projects.
- **Various studies:** The consultant may be called upon to complete various studies as needed by the City, to included but not limited to, Water System Master Plan, Sanitary Sewer Capacity, Storm Water Master, etc.

**EXHIBIT B**  
**CREW DAY SPECIFICATION**

CONSTRUCTION INSPECTION OF MATERIAL AND WORK TO BE PERFORMED  
(CREW DAYS)

This project shall require full time construction inspection by the Engineer. Construction inspection is shown in the Bid Form as the bid item "Crew Days". This item is included in the Bid Form in order to expedite construction and ensure the Contractor's expedient pursuit of completion of the Contract.

Each bidder shall enter, as the estimated quantity of inspection, the number of crew days he will require for completion of the project. This number shall then be multiplied by the unit price noted, and the extension entered as the amount for this item of work.

The basis of computing crew days shall be as follows:

1. Crew days shall be defined as one construction inspector working 8 hours, and shall be billed in 4 hour increments rounded to the next half day as defined below:
  - a. 0 through 4 hours 1/2 crew day
  - b. Over 4 hours through 8 hours 1 crew day
  - c. Over 8 hours through 12 hours 1-1/2 crew day
  
2. If the Contractor cancels work for any given scheduled work day and the Contractor does not provide notice to the Engineer before 5:00 p.m. the day prior to the work stoppage, 0.25 crew days (2 hours) shall be accrued against the Crew Days bid item. It is the Contractor's sole responsibility to assure that any cancellation notification has been received.

The Foreman present for the Contractor shall sign the construction inspector's report at the end of each working day, agreeing to the number of Crew Days reported for that day.

If more than one construction inspector is required due to working schedule, number of crews, distance of operations, etc., additional construction inspectors will be provided. Crew days will be charged for any one operation requiring full time inspection. The Contractor shall give the Engineer at least 48 hours notice, exclusive of Saturdays, Sundays or holidays, when the project requires an increase or decrease in the number of construction inspectors. The Engineer shall determine when multiple construction inspectors are necessary. Extra construction inspectors are to be approved by the Owner. The contractor will need to anticipate the need for multiple crews per day, if applicable, and account for the additional inspection crew days in the bid.

On pay estimates the actual number of crew days accumulated, up to the quantity bid, will be entered and extended. This amount will be deducted from the estimate and retained by the Owner for construction inspection services performed.

If the Contractor completes the work using fewer crew days than the number stated in his proposal, his final payment shall include, in addition to the balance due him for the items of work completed, an amount equal to the number of unused crew days multiplied by the unit price for crew days as provided.

If the work under the contract is incomplete when the Contractor has expended the number of crew days stated in his proposal, subsequent payments to the Contractor shall include a deduction item for excess crew days, at the unit price given, for each excess crew day of construction inspection used during the period covered by the payment, independent of and in addition to other provisions in the contract pertaining to retainage or liquidated damages..

If, by change order, the quantity of work under the contract varies significantly from that stated in the proposal, the number of crew days shall be increased or decreased, as appropriate, in said change order. If the change order contains no increase or decrease in the number of crew days of construction inspection, then no adjustment is to be made in the number of crew days for construction inspection.

The Owner has determined that construction and related operations requiring full time inspection are generally defined, but not limited to, all construction shown in the contract documents, or as otherwise directed by the Engineer, except for lawn and landscape restoration which will require a final inspection.

EXHIBIT B  
ENGINEERING FEES

COST OF CONSTRUCTION From To		ROAD CONSTRUCTION		ROAD REHABILITATION		NON-MOTORIZED (SIDEWALKS, PATHWAYS & TRAILS)	
		Design Phase (% Construction)	Contract Admin (% Construction)	Design Phase (% Construction)	Contract Admin (% Construction)	Design Phase (% Construction)	Contract Admin (% Construction)
\$ -	\$ 50,000	12.00%	9.00%	10.00%	7.00%	15.00%	10.00%
\$ 50,001	\$ 75,000	11.75%	8.50%	9.75%	7.00%	14.50%	9.50%
\$ 75,001	\$ 100,000	11.50%	8.50%	9.50%	7.00%	14.00%	9.50%
\$ 100,001	\$ 125,000	11.25%	8.00%	9.25%	6.50%	13.50%	9.00%
\$ 125,001	\$ 150,000	11.00%	8.00%	9.00%	6.50%	13.00%	9.00%
\$ 150,001	\$ 200,000	10.75%	8.00%	8.75%	6.50%	12.00%	9.00%
\$ 200,001	\$ 300,000	10.50%	8.00%	8.50%	6.00%	11.50%	8.50%
\$ 300,001	\$ 400,000	10.00%	8.00%	8.00%	6.00%	11.00%	8.50%
\$ 400,001	\$ 500,000	9.50%	7.50%	7.50%	5.50%	10.50%	8.50%
\$ 500,001	\$ 750,000	9.50%	7.50%	7.00%	5.00%	10.00%	8.00%
\$ 750,001	\$ 1,000,000	9.00%	7.00%	6.00%	4.25%	9.50%	7.50%
\$ 1,000,001	\$ 2,000,000	8.00%	6.50%	5.00%	3.50%	9.00%	7.00%
\$ 2,000,001	and greater	7.50%	5.50%	4.50%	3.25%	8.00%	6.50%

COST OF CONSTRUCTION From To		WATER MAIN CONSTRUCTION		SANITARY/STORM SEWER CONSTRUCTION		UNDERGROUND UTILITY REHABILITATION	
		Design Phase (% Construction)	Contract Admin (% Construction)	Design Phase (% Construction)	Contract Admin (% Construction)	Design Phase (% Construction)	Contract Admin (% Construction)
\$ -	\$ 50,000	11.00%	9.00%	12.00%	9.00%	10.50%	7.50%
\$ 50,001	\$ 75,000	10.50%	8.50%	11.75%	8.50%	10.25%	7.00%
\$ 75,001	\$ 100,000	10.25%	8.50%	11.50%	8.50%	10.00%	7.00%
\$ 100,001	\$ 125,000	10.00%	8.00%	11.25%	8.00%	9.75%	6.50%
\$ 125,001	\$ 150,000	9.75%	8.00%	11.00%	8.00%	9.50%	6.50%
\$ 150,001	\$ 200,000	9.50%	8.00%	10.75%	8.00%	9.00%	6.50%
\$ 200,001	\$ 300,000	9.00%	7.50%	10.50%	7.50%	8.50%	6.00%
\$ 300,001	\$ 400,000	8.50%	7.50%	10.00%	7.50%	8.00%	6.00%
\$ 400,001	\$ 500,000	8.00%	7.50%	9.50%	7.50%	7.50%	6.00%
\$ 500,001	\$ 750,000	7.75%	7.00%	9.00%	7.00%	7.00%	5.50%
\$ 750,001	\$ 1,000,000	7.50%	6.50%	8.00%	6.50%	6.50%	5.00%
\$ 1,000,001	\$ 2,000,000	7.25%	6.00%	7.50%	6.00%	6.00%	4.50%
\$ 2,000,001	and greater	7.00%	5.50%	7.00%	5.50%	5.50%	4.00%

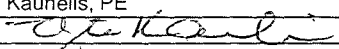
COST OF CONSTRUCTION From To		TRAFFIC SIGNALS	
		Design Phase (% Construction)	Contract Admin (% Construction)
\$ -	\$ 50,000	14.00%	8.00%
\$ 50,001	\$ 75,000	12.50%	7.50%
\$ 75,001	\$ 100,000	11.00%	7.50%
\$ 100,001	\$ 125,000	10.00%	7.50%
\$ 125,001	\$ 150,000	9.50%	7.00%
\$ 150,001	\$ 200,000	8.50%	7.00%
\$ 200,001	\$ 300,000	7.75%	7.00%
\$ 300,001	\$ 400,000	7.00%	7.00%
\$ 400,001	\$ 500,000	6.75%	6.50%
\$ 500,001	\$ 750,000	6.00%	6.50%
\$ 750,001	\$ 1,000,000	5.00%	6.00%
\$ 1,000,001	\$ 2,000,000	4.50%	5.50%
\$ 2,000,001	and greater	4.00%	5.00%

Other types of Work:

Legal Description and Exhibits	\$ 650.00 per property in addition to those included in base scope
Survey Crew (for miscellaneous work)	\$ 155.00 per hour all inclusive
Biennial Bridge Inspections (per MDOT requirements)	\$ 500.00 per bridge (four bridges total)
General Consulting (for miscellaneous work)	\$ 125.00 per hour all inclusive
Inspection Crew Day (per Exhibit C requirements)	\$ 640.00 per crew day

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.
4. See the Request for Proposals and Request for Qualifications regarding the specific scope of services included under each fee and for any exclusions (i.e. work performed by City staff as part of the project).

Company Name: Orchard, Hiltz, & McCliment, Inc.  
 Address: 34000 Plymouth Road  
 City, State Zip: Livonia, MI 48150  
 Phone: (734) 522-6711 Fax: (734) 522-6427  
 Agents Name: Vyto Kaunelis, PE  
 Agents Signature:   
 Date: October 17, 2012



October 17, 2012

City of Novi  
Purchasing Manager  
Attn: Sue Morianti, Purchasing Manager  
45175 W. Ten Mile Road  
Novi, MI 48375-3024

**Reference: Fee Proposal for Civil Engineering Consultant Services – 2012-2014 Public Projects**

Dear Ms. Morianti:

Please find enclosed one copy of completed Exhibit B for the above referenced project. If you have any questions, please feel free to contact me at (248) 204-4140. We appreciate your consideration of our submittal and look forward to discussing details of our fee curves.

Sincerely,

**URS Corporation Great Lakes**

A handwritten signature in black ink, appearing to read 'Jan M. Hauser', with a long horizontal flourish extending to the right.

Jan M. Hauser, PE  
Vice President / Client Manager  
248-204-4140 (direct)  
248-204-5900 (office)  
248-705-5797 (cell)  
[Jan.hauser@urs.com](mailto:Jan.hauser@urs.com)

Company Name: URS CORPORATION

**EXHIBIT B  
ENGINEERING FEES**

COST OF CONSTRUCTION From To		ROAD CONSTRUCTION		ROAD REHABILITATION		NON-MOTORIZED (SIDEWALKS, PATHWAYS &	
		Design Phase (% Construction)	Contract Admin (% Construction)	Design Phase (% Construction)	Contract Admin (% Construction)	Design Phase (% Construction)	Contract Admin (% Construction)
\$ -	\$ 50,000	13.00%	8.50%	11.50%	8.00%	15.00%	8.50%
\$ 50,001	\$ 75,000	12.50%	8.00%	10.00%	7.50%	14.00%	8.20%
\$ 75,001	\$ 100,000	12.00%	7.85%	9.50%	7.25%	13.50%	8.00%
\$ 100,001	\$ 125,000	11.00%	7.50%	9.00%	7.00%	12.65%	7.80%
\$ 125,001	\$ 150,000	10.50%	7.50%	8.75%	6.50%	11.90%	7.60%
\$ 150,001	\$ 200,000	10.00%	7.25%	8.50%	6.00%	11.25%	7.40%
\$ 200,001	\$ 300,000	9.50%	7.00%	7.80%	5.45%	10.50%	7.15%
\$ 300,001	\$ 400,000	9.00%	7.00%	7.40%	5.30%	9.40%	6.90%
\$ 400,001	\$ 500,000	8.50%	6.90%	7.00%	4.75%	8.90%	6.70%
\$ 500,001	\$ 750,000	8.00%	6.50%	6.25%	4.25%	8.20%	6.40%
\$ 750,001	\$ 1,000,000	7.50%	6.10%	5.60%	3.45%	7.90%	5.85%
\$ 1,000,001	\$ 2,000,000	6.50%	5.50%	5.00%	2.65%	7.50%	5.30%
\$ 2,000,001	and greater	6.00%	4.75%	4.75%	2.40%	7.10%	4.75%

COST OF CONSTRUCTION From To		WATER MAIN CONSTRUCTION		SANITARY/STORM SEWER CONSTRUCTION		UNDERGROUND UTILITY REHABILITATION	
		Design Phase (% Construction)	Contract Admin (% Construction)	Design Phase (% Construction)	Contract Admin (% Construction)	Design Phase (% Construction)	Contract Admin (% Construction)
\$ -	\$ 50,000	11.75%	8.50%	12.25%	8.50%	17.00%	8.50%
\$ 50,001	\$ 75,000	11.20%	8.00%	11.65%	8.00%	15.50%	8.00%
\$ 75,001	\$ 100,000	10.60%	7.85%	11.30%	7.85%	14.25%	7.85%
\$ 100,001	\$ 125,000	10.10%	7.75%	11.00%	7.75%	13.00%	7.75%
\$ 125,001	\$ 150,000	9.55%	7.65%	10.65%	7.65%	12.00%	7.65%
\$ 150,001	\$ 200,000	8.95%	7.55%	10.35%	7.55%	11.50%	7.55%
\$ 200,001	\$ 300,000	8.50%	7.45%	10.10%	7.45%	11.00%	7.45%
\$ 300,001	\$ 400,000	8.05%	7.30%	9.90%	7.30%	10.50%	7.30%
\$ 400,001	\$ 500,000	7.70%	6.90%	9.65%	6.90%	10.00%	6.90%
\$ 500,001	\$ 750,000	7.30%	6.50%	9.45%	6.50%	9.50%	6.50%
\$ 750,001	\$ 1,000,000	6.90%	6.10%	9.00%	6.10%	9.00%	6.10%
\$ 1,000,001	\$ 2,000,000	6.70%	5.60%	8.50%	5.60%	8.50%	5.60%
\$ 2,000,001	and greater	6.50%	4.75%	8.00%	4.75%	8.00%	4.75%

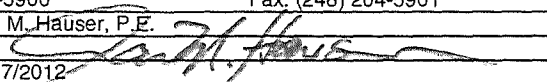
COST OF CONSTRUCTION		TRAFFIC SIGNALS	
From	To	Design Phase (% Construction)	Contract Admin (% Construction)
\$ -	\$ 50,000	15.00%	6.40%
\$ 50,001	\$ 75,000	13.10%	6.15%
\$ 75,001	\$ 100,000	11.65%	5.95%
\$ 100,001	\$ 125,000	10.35%	5.80%
\$ 125,001	\$ 150,000	9.30%	5.65%
\$ 150,001	\$ 200,000	8.20%	5.40%
\$ 200,001	\$ 300,000	7.40%	5.25%
\$ 300,001	\$ 400,000	6.70%	5.10%
\$ 400,001	\$ 500,000	6.40%	5.00%
\$ 500,001	\$ 750,000	5.85%	4.80%
\$ 750,001	\$ 1,000,000	5.05%	4.65%
\$ 1,000,001	\$ 2,000,000	4.50%	4.45%
\$ 2,000,001	and greater	4.25%	4.35%

**Other types of Work:**

Legal Description and Exhibits	\$ 2,500.00 per property in addition to those included in base scope
Survey Crew (for miscellaneous work)	\$ 125.00 per hour all inclusive
Biennial Bridge Inspections (per MDOT requirements)	\$ 1,200.00 per bridge (four bridges total)
General Consulting (for miscellaneous work)	\$ 95.00 per hour all inclusive
Inspection Crew Day (per Exhibit C requirements)	\$ 750.00 per crew day

**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.
4. See the Request for Proposals and Request for Qualifications regarding the specific scope of services included under each fee and for any exclusions (i.e. work performed by City staff as part of the project).

Company Name: URS CORPORATION  
 Address: 27777 Franklin Road, Suite 2000  
 City, State Zip: Southfield, MI 48034  
 Phone: (248) 204-5900 Fax: (248) 204-5901  
 Agents Name: Jan M. Häuser, P.E.  
 Agents Signature:   
 Date: 10/17/2012





October 15, 2012

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

Re: **City of Novi, Michigan**  
**Fee Proposal for Engineering Consultant Services - 2012-2014 Public Projects**  
**SDA No. PR12-211**

Dear Ms. Morianti:

On behalf of the more than 90 employee-owners of Spalding DeDecker Associates, Inc., we would like to express our gratitude for being selected as one of the firms that will serve as Engineering Consultant for Public Projects for the City of Novi.

We have reviewed the Request for Proposals (RFP) for Fee Proposal for Engineering Consultant Services 2012-2014 Public Projects dated October 1, 2012, and understand the City's required scope of services for design, contract administration, and other types of work. We have also reviewed the draft agreements and have no objection to the language.

We have completed Exhibit B of the RFP which is attached to this letter and have also provided additional information in the Exhibit to offer the City additional options.

We are committed to delivering quality consulting engineering services and outstanding design products to the City of Novi, and we look forward to continue working with you and remaining part of your team.

Sincerely,  
**SPALDING DEDECKER ASSOCIATES, INC.**

A handwritten signature in blue ink, appearing to read 'Maria Sedki'.

Maria E. Sedki, PE  
Vice President  
Municipal Engineering Department Manager

Enclosure: Exhibit B

**EXHIBIT B  
ENGINEERING FEES**

COST OF CONSTRUCTION From To		ROAD CONSTRUCTION		ROAD REHABILITATION		NON-MOTORIZED (SIDEWALKS, PATHWAYS & TRAILS)	
		Design Phase (% Construction)	Contract Admin (% Construction)	Design Phase (% Construction)	Contract Admin (% Construction)	Design Phase (% Construction)	Contract Admin (% Construction)
\$ -	\$ 50,000	11.50%	8.00%	11.00%	6.00%	13.50%	8.00%
\$ 50,001	\$ 75,000	11.00%	7.50%	10.50%	6.00%	13.00%	7.50%
\$ 75,001	\$ 100,000	10.75%	7.50%	10.25%	6.00%	12.50%	7.50%
\$ 100,001	\$ 125,000	10.30%	7.00%	9.80%	5.50%	12.25%	7.00%
\$ 125,001	\$ 150,000	10.15%	7.00%	9.65%	5.50%	11.75%	7.00%
\$ 150,001	\$ 200,000	9.75%	7.00%	9.25%	5.50%	11.25%	7.00%
\$ 200,001	\$ 300,000	9.30%	7.00%	8.80%	5.00%	10.50%	6.50%
\$ 300,001	\$ 400,000	9.00%	7.00%	8.40%	5.00%	10.00%	6.50%
\$ 400,001	\$ 500,000	8.50%	6.50%	8.00%	4.50%	9.50%	6.50%
\$ 500,001	\$ 750,000	7.75%	6.40%	7.25%	4.00%	8.75%	6.00%
\$ 750,001	\$ 1,000,000	7.10%	6.00%	6.60%	3.25%	8.50%	5.50%
\$ 1,000,001	\$ 2,000,000	6.35%	5.30%	5.85%	2.50%	8.00%	5.00%
\$ 2,000,001	and greater	6.00%	4.50%	5.50%	2.25%	7.50%	4.50%

COST OF CONSTRUCTION From To		WATER MAIN CONSTRUCTION		SANITARY/STORM SEWER CONSTRUCTION		UNDERGROUND UTILITY REHABILITATION	
		Design Phase (% Construction)	Contract Admin (% Construction)	Design Phase (% Construction)	Contract Admin (% Construction)	Design Phase (% Construction)	Contract Admin (% Construction)
\$ -	\$ 50,000	11.50%	8.00%	12.00%	8.00%	10.00%	5.00%
\$ 50,001	\$ 75,000	11.00%	7.50%	11.50%	7.50%	9.00%	4.50%
\$ 75,001	\$ 100,000	10.50%	7.50%	11.00%	7.50%	8.00%	4.50%
\$ 100,001	\$ 125,000	10.00%	7.00%	11.00%	7.00%	7.00%	4.00%
\$ 125,001	\$ 150,000	9.50%	7.00%	10.50%	7.00%	6.00%	4.00%
\$ 150,001	\$ 200,000	9.00%	7.00%	10.50%	7.00%	5.00%	4.00%
\$ 200,001	\$ 300,000	8.50%	6.50%	10.00%	6.50%	4.00%	3.50%
\$ 300,001	\$ 400,000	8.00%	6.50%	10.00%	6.50%	3.50%	3.50%
\$ 400,001	\$ 500,000	7.75%	6.50%	9.50%	6.50%	3.25%	3.50%
\$ 500,001	\$ 750,000	7.50%	6.00%	9.50%	6.00%	3.00%	3.00%
\$ 750,001	\$ 1,000,000	7.00%	5.50%	9.00%	5.50%	2.50%	3.00%
\$ 1,000,001	\$ 2,000,000	6.75%	5.00%	8.50%	5.00%	2.25%	3.00%
\$ 2,000,001	and greater	6.50%	4.50%	8.00%	4.50%	2.00%	2.50%

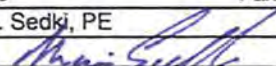
		TRAFFIC SIGNALS	
COST OF CONSTRUCTION		Design Phase	Contract Admin
From	To	(% Construction)	(% Construction)
\$ -	\$ 50,000	14.00%	6.00%
\$ 50,001	\$ 75,000	12.35%	5.80%
\$ 75,001	\$ 100,000	11.00%	5.60%
\$ 100,001	\$ 125,000	9.75%	5.40%
\$ 125,001	\$ 150,000	8.75%	5.30%
\$ 150,001	\$ 200,000	7.70%	5.10%
\$ 200,001	\$ 300,000	6.98%	5.00%
\$ 300,001	\$ 400,000	6.30%	4.80%
\$ 400,001	\$ 500,000	6.00%	4.70%
\$ 500,001	\$ 750,000	5.50%	4.50%
\$ 750,001	\$ 1,000,000	4.75%	4.40%
\$ 1,000,001	\$ 2,000,000	4.25%	4.20%
\$ 2,000,001	and greater	4.00%	4.10%

**Other types of Work:**

Legal Description and Exhibits	<u>See Attached</u> per property in addition to those included in base scope
Survey Crew (for miscellaneous work)	<u>See Attached</u> per hour all inclusive
Biennial Bridge Inspections (per MDOT requirements)	<u>\$ 1,100.00</u> per bridge (four bridges total)
General Consulting (for miscellaneous work)	<u>See Attached</u> per hour all inclusive
Inspection Crew Day (per Exhibit C requirements)	<u>\$640.00</u> per crew day

**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.
4. See the Request for Proposals and Request for Qualifications regarding the specific scope of services included under each fee and for any exclusions (i.e. work performed by City staff as part of the project).

Company Name: Spalding DeDecker Associates, Inc.  
 Address: 905 South Blvd East  
 City, State Zip: Rochester Hills, MI 48307  
 Phone: (248) 844-5400 Fax: (248) 844-5404  
 Agents Name: Maria E. Sedki, PE  
 Agents Signature:   
 Date: October 15, 2012

**EXHIBIT B**  
**ADDITIONAL INFORMATION**

Company Name: Spalding DeDecker Associates, Inc.

**Legal Description and Exhibit**

- |  |                               |                                   |
|--|-------------------------------|-----------------------------------|
| 1. For 6th Exhibit and more as part of design project: | <u>      \$750.00      </u>   | per property                      |
| 2. Stand alone exhibit not part of a design project:   | <u>      \$1,200.00      </u> | per property (No Field Work)      |
| 3. Stand alone exhibit not part of a design project:   | <u>      \$1,900.00      </u> | per property (Limited Field Work) |

**Survey Crew (for miscellaneous work)**

- |                             |                             |                        |
|-----------------------------|-----------------------------|------------------------|
| 1. One Person Crew w/ Robot | <u>      \$100.00      </u> | per hour all inclusive |
| 2. Two Person Crew          | <u>      \$150.00      </u> | per hour all inclusive |
| 3. Three Person Crew        | <u>      \$190.00      </u> | per hour all inclusive |

**General Consulting (for miscellaneous work)**

- |                     |                             |                        |
|---------------------|-----------------------------|------------------------|
| 1. Project Manager  | <u>      \$139.00      </u> | per hour all inclusive |
| 2. Project Engineer | <u>      \$105.00      </u> | per hour all inclusive |
| 3. Designer         | <u>      \$87.00       </u> | per hour all inclusive |