



CITY of NOVI CITY COUNCIL

**Agenda Item J
October 14, 2013**

SUBJECT: Approval to award a contract to Sidock Group, Inc. for the Long-Term Facility Needs Assessments for the Department of Public Services and the Public Safety Department in the amount of \$49,742, based on the results of a Qualification Based Selection (QBS) process.

SUBMITTING DEPARTMENT: Public Safety and Department of Public Services

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$49,742
AMOUNT BUDGETED	\$19,470 Department of Public Services \$11,450 Fire Department
APPROPRIATION REQUIRED	\$3,813 Fire Department \$15,009 Police Department Included in Budget Amendment 2014-1
LINE ITEM NUMBER	101-442.00-816.000, 101-337.00-816.00, 101-301.00-816.000

BACKGROUND INFORMATION:

Approved in the 2013-14 Budget were funds for a long-term facility needs assessment/analysis for the Department of Public Services (DPS) and for public safety facilities in order to ensure these critical services will continue to meet the needs of the community in the future. The scope of services can be found on page 9 of the request for proposal for Public Services and on pages 10-11 for Public Safety. A preliminary report is due no later than 8 weeks after the contract is awarded. A final report is due no later than 4 weeks after City approval of the preliminary report.

A request for proposal was posted on the Michigan Intergovernmental Trade Network. The process resulted in six (6) proposals for this service being received on September 19, 2013. A team consisting of City staff from various departments reviewed the proposals using QBS. The team evaluated the firms based on the following criteria:

- Firm's current resource capability to perform the required services in a timely and complete basis
- Demonstration of firm's understanding of the project requirements
- Related experience: Comparable projects of similar scope; experience with municipal Public Safety and Public Services departments
- Evaluation of firm's background and personnel to be assigned to the project
- References

After determining the most qualified firm, the fees for the three highest ranked firms were opened and reviewed. The highest-ranked firm, Redstone Architects, Inc., proposed a fee that is 60% higher than the second most qualified firm, Sidock Group, Inc., which is headquartered in Novi.

RECOMMENDED ACTION: Approval to award contract to Sidock Group, Inc. for the Long-Term Facility Needs Assessments for the Department of Public Services and the Public Safety Department in the amount of \$49,742, based on the results of a Qualification Based Selection (QBS) process.

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

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

CITY OF NOVI
RFP Long Term Needs Assessment - DPS and Public Safety Department Facilities
September 19, 2013 11:00 A.M.

Company	Redstone Architects	Sidock Group	URS Corp
A. DPS Facility Needs Assessment	\$ 18,007	\$ 19,470	\$ 60,000
B. Fire Stations/CEMS Satellite Station Needs Assessment	\$ 35,743	\$ 15,263	\$ 35,000
C. Police Headquarters/Indoor Gun Range Needs Assessment	\$ 26,630	\$ 15,009	\$ 20,000
TOTAL	\$ 80,380	\$ 49,742	\$ 115,000
Exceptions	1A of Hold Harmless Indemnity may not be valid due to recent legislation regarding the elimination of "sole negligence". 1C of Hold Harmless Indemnity: We respectfully request that the word "negligent" be added in front of the word acts in the 3rd line.		see proposal for exceptions to language in insurance requirements, hold harmless, and contract.
Comments	We are willing to convert our proposal to not-to-exceed maximum fee. Should the work effort be less than we have anticipated, the City would be the beneficiary of any savings.	Our fees represent the fact that our Team Members (Stacy Peterson & Kern Gilson) have previously completed a portion of the scope of work (CDPA reports as included in the RFP document.	
QBS RANK	1	2	3

City of Novi
QBS Cumulative Group Total for
RFP Long Term Needs Assessment - DPS and Public Safety
September 19, 2013 11:00 A.M.

	DiClimente Siegel	OHM	Redstone	Sidock	URS	Wakely	Total
Evaluator 1	175	170	645	280	685	145	2100
Evaluator 2	210	285	400	585	515	105	2100
Evaluator 3	442.5	302.5	297.5	442.5	432.5	182.5	2100
Evaluator 4	215	360	460	375	485	205	2100
Evaluator 5	100	75	790	740	185	210	2100
Evaluator 6	85	85	735	695	205	295	2100
Evaluator 7	440	250	610	320	160	320	2100
TOTAL	1,667.5	1,527.5	3,937.5	3,437.5	2,667.5	1,462.5	
RANK			1	2	3		



CITY OF NOVI
LONG-TERM NEEDS ASSESSMENT –
DPS AND PUBLIC SAFETY DEPARTMENT FACILITIES
FEE PROPOSAL FORM

We the undersigned as proposer, propose to furnish to the City of Novi, according to the specifications, terms, conditions and instructions attached hereto:

A. DPS Facility Needs Assessments	\$	<u>19,470</u>
B. Fire Stations/CEMS Satellite Station Needs Assessment	\$	<u>15,263</u>
C. Police Headquarters/Indoor Gun Range Needs Assessment	\$	<u>15,009</u>
TOTAL	\$	<u>49,742</u>

We acknowledge receipt of the following Addenda: No. 1
(please indicate numbers)

EXCEPTIONS TO SPECIFICATIONS (all exceptions must be noted here):
No Exceptions

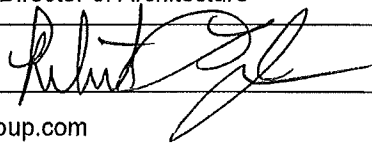
COMMENTS: Our fees represent the fact that our Team Members (Stacy Peterson and Kern Gilson) have previously complete a portion of the scope of work (CDPA reports as included in the RFP document).

THIS PROPOSAL SUBMITTED BY:
Company (Legal Registration) Sidock Group
Address 45650 Grand River Avenue
City Novi State MI Zip 48374

Telephone 248-349-4500 Fax 248-349-1429

Representative's Name Robert Jordan

Representative's Title Director of Architecture

Authorized Signature 

E-mail rjordan@sidockgroup.com

Date September 19, 2013



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

**LONG-TERM NEEDS ASSESSMENT –
DPS AND PUBLIC SAFETY DEPARTMENT FACILITIES**

The City of Novi will receive sealed proposals for **Long-Term Needs Assessment – DPS and Public Safety Department Facilities** according to the specifications of the City of Novi.

Sealed proposals, *with fee proposals in a separate sealed envelope*, will be received until **11:00 A.M.** prevailing Eastern Time, **Thursday, September 19, 2013**. Fee proposals will not be opened at this time.

Proposals shall be addressed as follows and delivered to:

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

OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "**LONG-TERM NEEDS ASSESSMENT – DPS AND PUBLIC SAFETY DEPARTMENT FACILITIES**" 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: August 19, 2013

NOTICE TO PROPOSERS:

The City of Novi officially distributes RFP documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of RFP 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 RFP documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.



CITY OF NOVI

LONG-TERM NEEDS ASSESSMENT – DPS AND PUBLIC SAFETY DEPARTMENT FACILITIES

INSTRUCTIONS TO PROPOSERS

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

IMPORTANT DATES

RFP Issue Date	August 19, 2013
Last Date for Questions	Wednesday, September 11, 2013 by 12:00 P.M. Submit questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Thursday, September 19, 2013 by 11:00 A.M.
Interview Date (if needed)	TBD

QUESTIONS

Please email all questions to the staff member listed above. Please write the name of the RFP in the subject line. If you write anything else in the subject line, your email may be deleted as spam.

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services.

PROPOSAL SUBMITTALS

Provide **four (4)** copies of your proposal, **with fee proposal sealed in a separate envelope**. Proposer will submit **one (1)** unbound signed and clearly marked as ORIGINAL, and **three (3)** copies of the original proposal, clearly marked as COPY. Original proposal may be clipped but should not be stapled or bound. Copies may be stapled and bound. The original and copies should be identical, excluding the obvious difference in labeling. **Fee proposals are to be sealed in a separate envelope. Your proposal must not include any fees or hourly rates.** No other distribution of the proposal will be made by the Contractor. Proposal must be signed by an official authorized to bind the Contractor to its provisions.

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

CHANGES TO THE RFP/ADDENDUM

Should any prospective Proposer 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 RFP provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info . Any addendum issued by the City shall become part of the RFP 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 RFP. 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 Clerk's 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.

Proposals must be clearly prepared and legible and must be signed by an Authorized Representative of the submitting Company on the enclosed form. Proposals must show unit and total prices. **ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

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 proposal 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.

CONSIDERATION OF PROPOSALS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the proposer states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The City hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

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. Unit prices shall be submitted if space is provided on proposal form. In cases of mistakes in extension, the unit price shall govern. Accordingly, 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.

EXCEPTIONS

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

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.

SELECTION PROCESS

This document is a Request for Proposals. It differs from an Invitation to Bid in that the City is seeking a solution as described herein, and not a bid meeting firm specifications for the lowest price. As such the lowest price will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based on criteria formulated around the most important features of the service, of which qualifications, experience, capacity and methodology, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a contractor's approach meets the desired requirements of the city. Those criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received. Interviews, if necessary, may be conducted with the top-rated firms.

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 provided to the City and remain in force during the entire contract period.

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.

FREIGHT CHARGES/SHIPPING/HANDLING

All bid/proposal pricing is to be F.O.B. destination.

DOWN-PAYMENTS OR PRE-PAYMENTS

Any bid proposal submitted which requires a down-payment or prepayment prior to delivery and full acceptance of the item(s) as being in conformance with specifications will not be considered for award.

INVOICING

Invoices must be mailed to: City of Novi, Attn: Finance Department, 45175 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. 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 RFP 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 proposers 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

LONG-TERM NEEDS ASSESSMENT – DPS AND PUBLIC SAFETY DEPARTMENT FACILITIES

SPECIFICATIONS

OVERVIEW

The City of Novi is seeking proposals from qualified firms to provide a Long-Term Facility Needs Assessment/Analysis for its Department of Public Services (DPS) and Public Safety Department in order to ensure public safety services will continue to meet the needs of the community in the future.

PART A – DEPARTMENT OF PUBLIC SERVICES

Background

The City of Novi's DPS Field Services Complex, which is situated on a 33-acre parcel at 26300 Lee BeGole Drive, houses the Department of Public Services (DPS) and the Indoor Gun Range & Training Facility managed by the Public Safety Department. DPS has three permanent structures on the site: a 33,000 square-foot main building constructed in 1985 and consisting of office space, garage bays, maintenance bays, employee common areas, and storage space; a 10,000 square-foot auxiliary storage building constructed in 1993 that is primarily used for water and sewer vehicle storage as well as a small amount of storage for other City departments; and a 6,400 square-foot salt storage dome, also constructed in 1985. In addition, DPS maintains a 1-acre recycling drop-off center directly off of Lee BeGole Drive and a 3-acre temporary inert waste material storage area at the south end of the site.

DPS's mission is to provide quality services in the areas of infrastructure asset management, engineering, parks maintenance, forestry operations, and fleet maintenance. DPS is organized into three functional divisions: Field Operations, Water and Sewer, and Engineering, as described in detail below:

- The Field Operations Division consists of the Roadway Asset Section, Fleet Maintenance Section, and the Parks Maintenance & Forestry Operations Section. The Roadway Asset Section is responsible for the reactive, routine and preventive maintenance of the City's roads and drains; and for the operation of the DPS sign shop. The City's vehicle and heavy equipment fleet is managed by the Fleet Asset Section, and all assets except for Public Safety police and fire vehicles are maintained at the Field Services Complex. The Parks Maintenance & Forestry Operations Section is responsible for the reactive, routine and preventive maintenance of City parks; and for providing maintenance services for trees in City parks and along City roads and streets.
- The Water & Sewer Division is responsible for the management of the City's water distribution and sanitary sewage collection systems. Water & Sewer staff

members operate, monitor and control water system pump stations, sanitary sewage lift stations, and meters. Maintenance activities include reactive, routine and preventive maintenance services that preserve the useful life of the City's water and sanitary sewer infrastructure.

- The Engineering Division safeguards public health by planning, designing and constructing infrastructure that distributes clean drinking water, collects and disposes of sewage in a safe manner; and controls, collects and conveys storm water to abate erosion, mitigate flooding and prevent waterborne disease. The Engineering Division helps to protect public safety by providing safe and efficient roads, bridges and pathways.

In 2006, Wold Architects and Engineers completed the attached *Facility Needs Master Plan* for the Field Services Complex. The report's recommendations included several improvements to the existing facility as well as options for phased expansion to accommodate DPS's future needs. (The City of Novi's current population is approximately 55,000; full build-out population is estimated to reach 75,000.) Many of the improvements recommended for the main building have been completed or are in progress, including window and exterior door replacement and mechanical upgrades to heating, ventilation and air conditioning equipment; however, none of the recommendations involving facility expansion have been pursued.

Scope of Services

The selected consultant shall complete the following tasks:

- Meet with DPS leadership staff to confirm the project's scope, schedule and budget.
- Interview key DPS stakeholders to become familiar with the department's overall operation, and to identify DPS's existing and future facility needs.
- Conduct an operational analysis of the site and existing facilities to identify functional and spatial limitations that have or may have a negative impact on DPS's operational effectiveness and efficiency.
- Identify and/or update DPS's functional and spatial needs based on the results of the operational analysis, stakeholder input, and the previous findings in Wold's *Facility Needs Master Plan*.
- Prepare a conceptual design consisting of a site plan and building floor plans for existing and proposed facilities.
- Complete a cost estimate based on the conceptual design.
- Prepare and submit a report that discusses the results of the operational analysis, needs assessment, and conceptual design including cost estimate. (Draft - three for City review, one electronic version; Final: four final bound copies, and one electronic version.)

PART B –PUBLIC SAFETY DEPARTMENT

Scope of Services

1. Conduct a project start-up meeting with key staff personnel to review and confirm project goals, procedures, etc. This meeting would also provide the platform to identify Department needs, identify/confirm existing personnel and equipment and identify factors that would influence the operations and growth (or contraction) of the Department.
2. Prepare conceptual designs consisting of a site plan and building floor plans for existing and proposed facilities.
3. Assessment of the existing facilities. Through visual inspection and interview process, identify and evaluate each existing facility with respect to:
 - a. Site issues
 - b. Architectural, structural, mechanical and electrical systems
 - c. Functional problems
 - d. Building code issues
 - e. ADA and State of Michigan Barrier Free Issues
 - f. Other issues as may arise as a result of the interviews and inspections
4. Determination if the existing facility can accomplish the Department's mission and organizational needs. If yes, identify potential alterations and/or expansion necessary to accomplish the mission. If no, identify and evaluate alternatives.
5. Determination if the existing facilities can ensure that the Public Safety services meet the needs of the Community (Police, Fire and Public Services) to accomplish the department's mission and organizational needs. If yes, identify potential alterations and/or expansion necessary to accomplish the mission. If no, identify and evaluate alternatives.

Facility	Address	Approx. Sq. Ft.
Novi Police Headquarters	45125 Ten Mile Rd. Novi, MI 48375	37,000
Indoor Gun Range & Training Facility	26350 Lee BeGole Dr. Novi, MI 48375	700
Novi Fire Station #1	42975 Grand River Ave. Novi, MI 48375	9,980
Novi Fire Station #2	1919 Paramount Novi, MI 48377	4,780
Novi Fire Station #3	42785 Nine Mile Rd. Novi, MI 48375	3,880
Novi Fire Station #4	49375 Ten Mile Rd. Novi, MI 48374	11,380
CEMS Satellite Station	25804 Beck Rd. Novi, MI 48374	2,730

6. Review the suitability of either the current City of Novi owned parcel of land located on the North side of Eleven Mile Road east of Lee BeGole Drive (Parcel I.D. 22-14-451-002) or the alternative parcel located on the South side of Eleven Mile Road (Parcel I.D. 22-23-226-008) for the relocation of Fire Station #1. Review the progress of the Town Center Study that is currently underway with the City's consultant Carlisle Wortman for potential land use recommendations for these parcels.
7. Preparation of preliminary estimates of construction and/or purchase of land parcel for alternate locations for Fire Station #1.
8. Prepare and submit reports that discuss the results of the operational analysis, needs assessment, and conceptual design including cost estimate. The Fire Stations and CEMS Satellite Station are to be included in one report and the Police Headquarters and Indoor Gun Range & Training Facility are to be included in a separate report. (Draft - four each for City review, one electronic version; Final: five each final bound copies, and one electronic version.)

PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated using the following criteria:

1. Firm's current resource capability to perform the required services in a timely and complete basis
2. Demonstration of firm's understanding of the project requirements
3. Related experience: Comparable projects of similar scope; experience with municipal Fire and Public Services departments.
4. Evaluation of firm background and personnel to be assigned to project
5. References

EXHIBITS

- Exhibit A - DPS Field Services Complex Needs Assessment (2006)
- Exhibit B - Fire Station #1 Needs Assessment (2007)
- Exhibit C - Fire Station #2 Needs Assessment (2007)
- Exhibit D - Fire Station #3 Needs Assessment (2007)
- Exhibit E - Map of Facility Locations
- Exhibit F - Map of two parcels of land



**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.
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 such 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 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. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City.
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

HOLD HARMLESS/INDEMNITY

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract"), shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and _____, whose address is _____, (hereinafter referred to as "Consultant").

THE CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Consultant shall perform the work, duties and responsibilities described on and in Schedule A (the "work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence immediately upon execution by both parties, and performance of the work shall be completed according to the timing set forth as part of Schedule A. The timing for performance of any such work may be extended for additional specified periods of time, if allowed in writing by the Client in its sole discretion. Services on each phase after the first phase shall commence only after Client's authorization to proceed. Out-of-sequence services (i.e., commencement of work on a future phase, before completion of a prior phase), if requested and ultimately not accepted by Client as part of the overall project, shall be compensated as Additional Services.

Article III. Contract Price and Payment.

- A. Subject to the terms and conditions of this Contract, the Client agrees to pay Consultant in the amount, manner, and according to the timing for making such payments set forth in Schedule A (referred to in this Contract as "payments"). Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract.
- B. The Client agrees to pay Consultant amounts due within thirty (30) days of receipt of an itemized billing/invoice from Consultant detailing all work performed and provided in connection with the billing and the hours and charges applicable to each such item of work. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.
- C. All costs and expenses incurred by Consultant in the course of performing the work under this Contract are deemed to be included in the hourly fees and amounts set

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forth in Schedule A, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee.

- D. Consultant will obtain written approval of the Client prior to proceeding with any services or work that is not stated on Schedule A; otherwise the Client will not be billed for such extra/additional services or work.
- E. Payments shall be made upon verification of invoices received by the Client. All payments to Consultant shall be submitted by mail at Consultant's address first listed above, unless Consultant provides written notice of a change in the address to which such payments are to be sent.

Article IV: Ownership of Plans and Documents; Records

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

Article V: Termination.

- A. This Contract, including any extension or amendment of this Contract, may be terminated at any time, with or without cause, by either party upon thirty (30) calendar days' written notice to the other party. In such event, the effective date of such termination shall be the 30th calendar day following the date of the written notice of such termination.
- B. In the event this Contract is terminated prior to completion of the work, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Consultant for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Consultant continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination. Additionally, termination shall not relieve Consultant of its obligation to provide Client with all of the plans and product generated under this Contract

SAMPLE AGREEMENT

through the effective date of termination. Articles V, VI, VII and VIII of this Contract shall survive completion of the work and any termination of this Contract.

- C. Prior to the effective date of any termination or prior to the completion of the work (including any extension of the timing for completion), whichever is the first to occur, Consultant shall deliver to the Client all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, applications, manuals, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and other materials in its possession or control that is gathered or generated in the course of performing the work or that relates to the work in any way; provided that Consultant may retain a copy of such materials for its files. The Client shall be permitted to withhold any payments and reimbursements otherwise owing to Consultant under the terms of this Contract until all such materials are delivered to the Client in accordance with the terms and conditions of this Contract.

Article VI: Independent Contractor Relationship.

- A. In the performance of this Contract, the relationship of Consultant to the Client shall be that of an independent contractor and not that of an employee or agent of Client. Consultant is and shall perform under this Contract as an independent contractor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.
- B. Consultant, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client. Although Consultant is required under this Contract to advise, make recommendations to and to a limited extent represent the Client, all plans, studies, applications, submittals, surveys, reports and any other information relating to the work must be submitted to and approved by the Client or the Client's authorized official prior to being disseminated to any third party and shall only be so disseminated if such dissemination is approved in advance by the Client or an authorized Client official.
- C. Consultant represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Consultant shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VII: Liability and Insurance.

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- A. Consultant agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Consultant in performing or failing to perform the work, or (ii) civil damages which arise out of any dispute between Consultant and its subcontractors, affiliates, employees or other private third parties in connection with this Contract.
- B. Consultant shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Consultant in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A. Consultant's professional liability insurance shall cover claim if and to the extent that the insured causes damage to others in the rendering of its professional services. Consultant shall give the Client immediate notice of any change in or cancellation of the coverage in place at the time this agreement is executed, shall provide a copy of any cancellation notice received from its insurer to the Client, and shall request that its insurer send such notice of cancellation to the Client. Consultant shall provide evidence of insurance coverage as set forth herein coverage at any time requested by the Client.

Article VIII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Consultant during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Consultant under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article IX: Accuracy.

Consultant promises that the information it provides in the work to be performed under this Contract will be accurate, excepting only inaccuracies resulting from incorrect information provided by the Client, the City, other consultants and/or other public sources. Consultant will not charge Client for necessary corrections to its work and will be responsible for any increased cost incurred by the Client as a result of any inaccuracies in the work, excepting inaccuracies resulting from incorrect information

provided by the Client, the City, other consultants and/or other public sources.

Article X: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Consultant. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

- B. Compliance with Laws. This Contract and all of Consultant's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Consultant represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.

- D. Approval; No Release. Approval of the City shall not constitute nor be deemed release of the responsibility and liability of Consultant, its employees, associates, agents and consultants for the accuracy and competency of their designs, working drawings, and specifications, or other documents and work; nor shall that approval be deemed to be an assumption of that responsibility by the City for any defect in the designs, working drawings and specification or other documents prepared by Consultant, its employees, subcontractor, agents and consultants. After acceptance of final plans and special provisions by the City, Consultant agrees prior to and during the construction of this project, to perform those Consulting services as may be required by City to correct errors or omissions on the original plans prepared by Consultant and to change the original design as required.

- E. Assignment. Consultant shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

- F. Dispute Resolution/Arbitration. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other

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legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.

G. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Consultant that it is hired by Client to work exclusively for Client (and by extension for the City should the work be accepted and implemented by the City) and Consultant agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Consultant's performance of the work.

H. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

Client: City Manager Clay J. Pearson and City Clerk Maryanne Cornelius
Consultant:

I. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.

J. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

K. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.

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

IN WITNESS WHEREOF, the Client and the Consultant have executed this Contract in Oakland County, Michigan, as of the date first listed above.

WITNESS/DATES OF SIGNATURE:

City of Novi ("Client"):

By: _____

Robert J. Gatt, Its Mayor

Date: _____

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Date: _____

By: _____
Maryanne Cornelius, Its Clerk

WITNESS:

Date: _____

("Consultant"):

By: _____
_____, Its _____

872363



CITY OF NOVI
LONG-TERM NEEDS ASSESSMENT –
DPS AND PUBLIC SAFETY DEPARTMENT FACILITIES
FEE PROPOSAL FORM

We the undersigned as proposer, propose to furnish to the City of Novi, according to the specifications, terms, conditions and instructions attached hereto:

- A. DPS Facility Needs Assessments \$ _____
- B. Fire Stations/CEMS Satellite Station Needs Assessment \$ _____
- C. Police Headquarters/Indoor Gun Range Needs Assessment \$ _____
- TOTAL \$ _____

We acknowledge receipt of the following Addenda: _____
(please indicate numbers)

EXCEPTIONS TO SPECIFICATIONS (all exceptions must be noted here):

COMMENTS: _____

THIS PROPOSAL SUBMITTED BY:

Company (Legal Registration) _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Representative's Name _____

Representative's Title _____

Authorized Signature _____

E-mail _____

Date _____



CITY OF NOVI

LONG-TERM NEEDS ASSESSMENT – DPS AND PUBLIC SAFETY DEPARTMENT FACILITIES

ADDENDUM #1

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

RESPONSE: The Contractor shall verify receipt of this Addendum on the Fee Proposal Form.

CONTENTS: Included in this Addendum are two (2) pages of written addenda description.

CLARIFICATION:

Anticipated award date: October 14, 2013

QUESTIONS:

1. Are drawings of the existing facilities and sites available and if so what format (i.e. hardcopy, PDF, CAD)?

Answer: DPS's Field Services Complex is depicted in PDF format based off facility construction drawings circa 1985. Fire Department has a PDF of Fire Station #1 Plan & Elevation, Fire Station #2 As Built, Fire Station #3 Plan & Elevation, Fire Station #4 Hard Copy As Built. We do not have anything for CEMS Satellite Building. Police Department has hard copies of prints for their buildings. They may have some digital plans from previous critical needs project at Police Headquarters and when Gun Range was built.

2. Is there existing site data available for review such as site surveys, and soil investigation reports, specifically for the vacant parcel under consideration for the future fire station location?

Answer: For Field Services Complex, we have a soil survey of the parking lot area and a corresponding report of pavement type, condition, thickness, etc that was prepared in 2011. Fire Department is not aware of any surveys or reports for Fire Station facilities or for the vacant parcels being considered for Fire Station #1.

3. Is there a targeted due date for the completion of this study?

Answer: The preliminary report is due no later than 8 weeks after contract is awarded. Final report would be due no later than 4 weeks after City approval of preliminary report.

4. Will a copy of the Town Center planning report be made available at the beginning of this project? Is it available for view prior to Sept 19th?

Answer: The draft report for the Town Center Master Plan is currently scheduled to be presented to the Planning Commission on December 11, 2013. Considering the current schedule for this RFP, your ability to review this report for your preliminary findings report will be limited unless we can provide an earlier version of the Town Center study for you.

5. Will the successful consultant be required to present their findings either/or at a public meeting(s) of the Council or Planning Commission?

Answer: Yes, a presentation will be made to City Council.

6. Is this study to also include an evaluation of the city's needs for I.T. systems?

Answer: No

7. Is this study to also include an evaluation of the city's needs for interior furnishing systems?

Answer: Yes, we would want the conceptual cost estimate to include FFE (furnishings, furniture and equipment) for a new facility or an addition to an existing facility.

8. Under what existing department will this project be administered and will there be a single point person from the City of Novi who will be responsible to administer this project on the City's behalf and with the consultant? Or should the consultant need to plan to work with separate individuals from each corresponding department (i.e. DPS and Public Safety)?

Answer: Each department will have a separate project lead: DPS, Fire, Police.

Sue Morianti
Purchasing Manager

Notice dated: September 12, 2013