



**CITY OF NOVI CITY COUNCIL  
NOVEMBER 28, 2022**

**SUBJECT:** Approve the recommendation from the Consultant Review Committee to award a contract for professional services to the Spicer Group for the ITC Community Sports Park Master Plan in the amount of \$24,500, subject to final review and approval as to form, including any minor changes required, by the City Manager and City Attorney's Office.

**SUBMITTING DEPARTMENT:** Parks, Recreation, and Cultural Services

<b>EXPENDITURE REQUIRED</b>	<b>\$ 24,500</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 50,000</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$ 0</b>
<b>LINE ITEM NUMBER</b>	400-691.00-977.039

The City of Novi issued a Request for Qualification (RFQ) on September 21, 2022, to secure a qualified consultant to develop and design conceptual plans for ITC Community Sports Park renovations with proposals due October 12, 2022. The City received three proposals: Fleis & Vandenbrink, LAP + Creative, and Spicer Group. A five-person panel was created to review the technical proposals using a Qualifications-Based Selection (QBS) system. The panel consisted of the following five staff members: the Director of Parks, Recreation & Cultural Services (PRCS), two Recreation Supervisors, the Deputy Director of Public Works, and a Senior Planner. The City's RFQ stated the firms would be ranked using the following criteria:

1. Firm's current resource capability to perform the required services in a timely and complete basis, including work plan
2. Demonstration of firm's understanding of the project requirements
3. Evaluation of firm background and resume of personnel to be assigned to project
4. Experience with park design and community engagement
5. Evaluation of at least three (3) references from similar projects

The panel found two firms (LAP + Creative and Spicer Group) scored significantly higher utilizing the QBS process.

	<b>Fleis &amp; Vandenbrink</b>	<b>LAP + Creative</b>	<b>Spicer Group</b>
<b>Total QBS Rating</b>	843.75	1085.00	1071.25

A panel was formed to conduct the interviews with the top two firms, consisting of the Deputy Director of PRCS, Facilities Manager, and two Recreation Supervisors. Both LAP + Creative and Spicer Group were extended an opportunity for an interview. Spicer Group accepted the invitation, while LAP + Creative did not respond.

Based on the information provided in the RFQ's from each company, evaluation criteria utilized through the QBS process, a panel interview, and verification of references, staff is recommending the award of the ITC Community Sports Park Master Plan consultant contract to **Spicer Group**. Deciding factors include:

- Spicer showed they have the vast resources to handle the capacity of a project this size.
- After contacting four references for Spicer, it was evident they have the background to be able to successfully initiate and complete this project with the highest of standards.
- During their in-person interview, they showed impactful visuals and were able to lay out how they would engage the public effectively.
- Spicer has a reputation of successfully securing grants. From 2011-2021, they have secured over 31 million dollars in grant funds for various projects, including multiple grants of over a million dollars. As one reference put it, "They are the largest competition we face when it comes to grant writing because of how effective they are." While not a stipulation in the RFQ, this is an added benefit.
- Spicer is willing to work with the City's in-house services on the topographical survey.

The recommendation was discussed with the Consultant Review Committee on November 14 and the PRCS Commission on November 17. Both bodies approved the recommendation of Spicer Group to City Council.

**RECOMMENDED ACTION:**

Approve the recommendation from the Consultant Review Committee to award a contract for professional services to the Spicer Group for the ITC Community Sports Park Master Plan in the amount of \$24,500 subject to final review and approval as to form, including any minor changes required by the City Manager and City Attorney's Office.

# PROPOSAL FOR ITC COMMUNITY SPORTS PARK MASTER PLAN



**PREPARED BY**  
SPICER GROUP INC  
OCTOBER 12, 2022

**PRIMARY CONTACT**  
Cynthia A. Todd, PLA | Director of Planning  
Office: 989-921-8940 ext. 6311  
Cell: 410-490-0413



October 12, 2022

City of Novi  
45175 Ten Mile Road  
Novi, MI 48375- 3024

RE: RFQ – Consultant – ITC Community Sports Park Master Plan

Mr. Muck:


Enclosed please find Spicer Group's qualifications to provide professional planning services for the City of Novi ITC Community Sports Park Master Plan.

Spicer Group has significant experience in assisting communities with park master plans as we have worked with cities, townships, villages and counties across Michigan. Successful collaboration with clients and their stakeholders is critical to the success of projects and is a key tenet of our approach to park master planning.

We are excited about the opportunity to collaborate with the City of Novi to create a year-round multi-use park to serve all of your residents and visitors. The ITC Community Sports Park will be a destination for both passive and active recreational opportunities for park users of all ages.

We appreciate your consideration and look forward to the opportunity to serve the City of Novi. Should you have any questions about this proposal, please feel free to contact me at either (989) 754-4717 or [cynthia.todd@spicergroup.com](mailto:cynthia.todd@spicergroup.com).

Sincerely,



**Cindy A. Todd, PLA**  
Senior Planner / Project Manager

**SPICER GROUP, INC**  
230 S. Washington Avenue  
Saginaw, MI 48607  
(989) 754-4717  
Office: 989-921-8940  
Cell: 410-490-0413

## TABLE OF CONTENTS

<b>03</b>	CORPORATE PROFILE
<b>04</b>	CAPABILITY TO PERFORM THE WORK
<b>05</b>	PROJECT UNDERSTANDING
<b>06</b>	SCOPE OF SERVICES AND TIMELINES
<b>07</b>	PROJECT TEAM
<b>09</b>	RELATED EXPERIENCE
<b>18</b>	REFERENCES
<b>19</b>	PROJECT TEAM RESUMES

## CORPORATE PROFILE

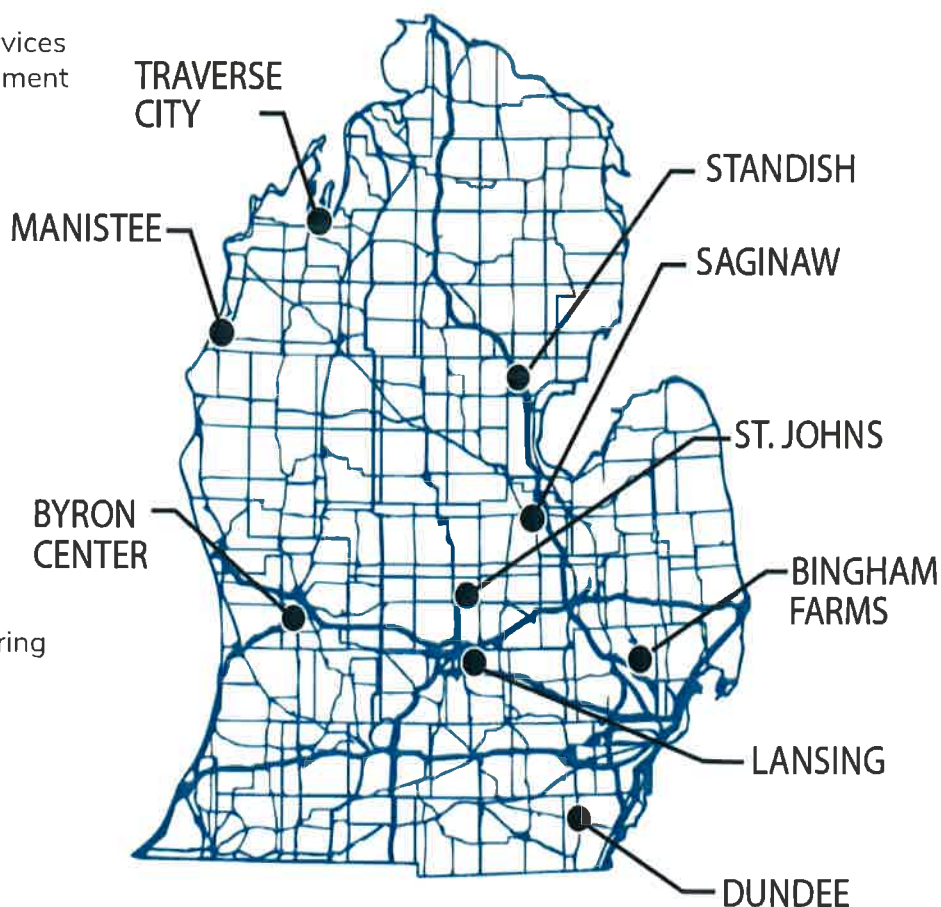
Spicer Group is a full-service consulting firm providing landscape architecture, engineering, surveying, architecture, and community planning services to clients throughout Michigan. Since 1944, Spicer Group has grown from a one-man operation to a firm with more than 280 employees. We have several offices around the state and our headquarters is located in downtown Saginaw. Our qualified staff provides assistance to municipal, county, state, federal, private, industrial, commercial, and institutional clients.

Spicer Group is incorporated in the State of Michigan and provides a wide range of services to meet our clients' needs, that include:



## SPICER GROUP SERVICES

- Recreation Planning
- Park Design
- Landscape Architectural Services
- Grant Writing/Fund Development
- Pathway and Trail Design
- Community Planning
- DDA Assistance
- Architectural Services
- Urban Design
- Web Site Development
- GIS/Data Management
- Mapping Services
- Construction Engineering
- Electrical Engineering
- Environmental Engineering
- Structural Engineering
- Survey Services
- Transportation Engineering
- Utility Services
- Water/Wastewater Engineering
- Watershed Management



## CORPORATE PROFILE

### Why Spicer Group?

Recreation and community planning has been a strong component of Spicer Group for over 21 years. Our team provides services on numerous projects, including park design, parks and recreation master plans, grant writing, master plans, zoning ordinances, and other planning-related services for our clients. Our Planning Group includes two licensed landscape architects, three AIA-certified architects, three AICP-certified planners, and additional technical staff. Spicer Group planners are proficient in graphical presentations. Our knowledge in Photoshop, Illustrator, InDesign, ArcGIS, Google Earth Pro, and SketchUp for 3-D renderings allows us to focus on producing graphics for reports and presentations that make them user-friendly and easy to understand.

One of the biggest benefits of working with Spicer Group is that we are a multidisciplinary firm. We have in-house landscape architectural, planning, engineering (structural, civil, electrical), architectural, surveying, and construction services departments. Spicer Group also has a staff of more than 280 professionals, which allows us to distribute workloads and complete projects in an efficient manner. We have found this capacity, accompanied by our strong work values and ethic, to be a major benefit to our clients on all our projects.

The Spicer Group Planning Department focuses our efforts on parks and recreation projects that range from planning, writing, and administering grants, to design, permitting and construction of a project. Some examples of projects include: universally accessible trails, playgrounds, launches, restrooms, sport fields, parking lots, specialty spaces like RC fields, courts, and other such park features. Spicer is a recent recipient of an MRPA "Outstanding Design Award" for our work on the Saginaw Valley Rail Trail, recipient of a National Association of County Park and Recreation Officials Class I Award for the Ingham County Wayfinding System, and has made numerous presentations for mParks.

We have a wide range of project experiences similar to the City of Novi's ITC Community Sports Park Master Plan Project. Our team of professionals has the ability to understand the clients wishes and make ideas a reality through design and construction. Their familiarity with park and recreation planning, grant writing and administration is second to none.

Spicer Group enjoys working on parks and recreation projects and will go above and beyond to ensure you are satisfied with your final product.

Spicer Group has extensive experience in assisting communities with their Park and Recreation Plans and have then gone on to assist with numerous Park Designs for communities similar to yours, and include the following:

- City of DeWitt
- DeWitt Charter Township
- DeWitt Area Recreation Authority
- Midland Township
- Waterford Township
- Saginaw Township
- Larkin Township
- City of Davison
- Davison Township
- Lincoln Township
- Montrose Township
- Carson City
- Bad Axe
- Clinton Township
- Ubly
- Carrollton Township
- Charlevoix
- Au Sable Township
- City of Dearborn
- Clinton Township
- City of Frankenmuth
- Kochville Township
- City of St. Louis
- Saginaw Charter Township
- Tuscola Township
- Saginaw County
- Bay County
- Huron County
- Branch County
- Ingham County

## CAPABILITY TO PERFORM THE WORK

Spicer Group has worked with numerous municipalities across Michigan, our relationships with our clients and familiarity with the tasks and deliverables required will make the Novi ITC project a success. Cynthia Todd, PLA will serve as the project manager for the project and her core team will consist of Tanya Moore, PLA, Brian Boals, PE, David Boersma, AIA, NCARB, and Jennifer Stewart, AICP. This team will be further complimented by Spicer staff as needed to perform the following tasks:

### *Task 1 - Project Initiation*

Ms. Todd and key members of her team will meet with Novi staff to ensure a thorough understanding of the project. This meeting(s) will provide valuable input to the Spicer team from the “boots on the ground” staff that know the challenges and opportunities the site provides. This will be an opportunity to take “pencil to paper” and sketch out preliminary designs to identify key park element locations, traffic flow, pedestrian movement, etc.

### *Task 2- User Groups and Community Meetings*

Public outreach is essential to the success of developing community facilities. Ms. Todd and her team have extensive experience in working with user groups, community organizations, and citizens to determine the wants and needs of a community for their parks. We are able to take a varied approach to public input ensuring a successful outreach campaign. For hands on community input opportunities, we can facilitate stakeholder meetings, public input open houses, and/or charettes. In addition to those, we can also help the City launch an online community input survey that is specific to the park and possible improvements. Spicer’s Novi team has extensive experience with surveys and find the most effective surveys are extensively advertised to maximize participation. A combination of website, social media and old-fashioned paper surveys are an effective means of getting the word out. Weather permitting, the user group focus meeting and the public meeting(s) will be held at the park. Ms. Todd and her team will host these meetings to not only hear about their vision for Novi ITC but to get them excited about the possibilities the site provides. Public outreach is not just listening; it is guiding, encouraging, and inspiring the community to be involved in the process!

### *Task 3- Project Analysis*

The project analysis phase is where Spicer Group’s depth is a tremendous asset to the City of Novi. Ms. Todd and her team have a considerable amount of experience in site planning and will compliment this with Spicer Group’s other professional and technical staff in the survey, municipal engineering, and architectural departments. Spicer’s survey department will provide the necessary topographic base data that will drive the team’s design decisions. Our civil and electrical engineers will provide real-world input on water needs, wastewater/stormwater requirements, and electrical system upgrades. Our architects and structural engineers will provide structural analyses of any existing facilities. Together the Spicer Group team will design a park that is realistic, addresses site specific issues of park management like drainage and site maintenance, and focuses on the needs of the community.



After the initial meeting with staff, the site visit, and community input the Spicer Group team will begin the design process. We anticipate a preliminary design review from staff and additional iterations based on those comments. Ms. Todd will present the final concept plans with support from her team. These plans will be developed utilizing the public input obtained from meetings and surveys, and input from the PRCS Commission, City staff, and Council members. We will base our cost estimates for the Novi ITC Park on a number of factors - including recent projects and industry standards. Spicer Group understands realistic cost estimating is imperative to a successful project and is experienced in providing estimates to create project cost constraints. We review our estimates against current market trends, and providing conservative estimates for many types of projects, including park development projects. The final deliverables will include a park master plan with phases, cost estimates for each phase of development, a timeline, and possible funding sources.

## PROJECT UNDERSTANDING

Spicer Group understands that the City of Novi wishes to develop a master plan for the 74.08-acre ITC Community Sports Park by utilizing community, staff, and user group feedback. As a featured multi-use park for "all of Novi" the plans will incorporate a variety of elements including:

- Soccer fields
- Baseball/softball diamonds
- Tennis/pickleball courts
- Basketball courts
- Playgrounds
- Parking
- Trails

We will also investigate and outline funding opportunities to assist in the financing of these improvements. Our staff works with many grant funding agencies and local foundations who supply funding for similar projects. Spicer Group knows the staff at the grant agencies, and we understand their procedures. We have been very successful in assisting many communities obtain funding for their projects and have been able to see many visions become reality .

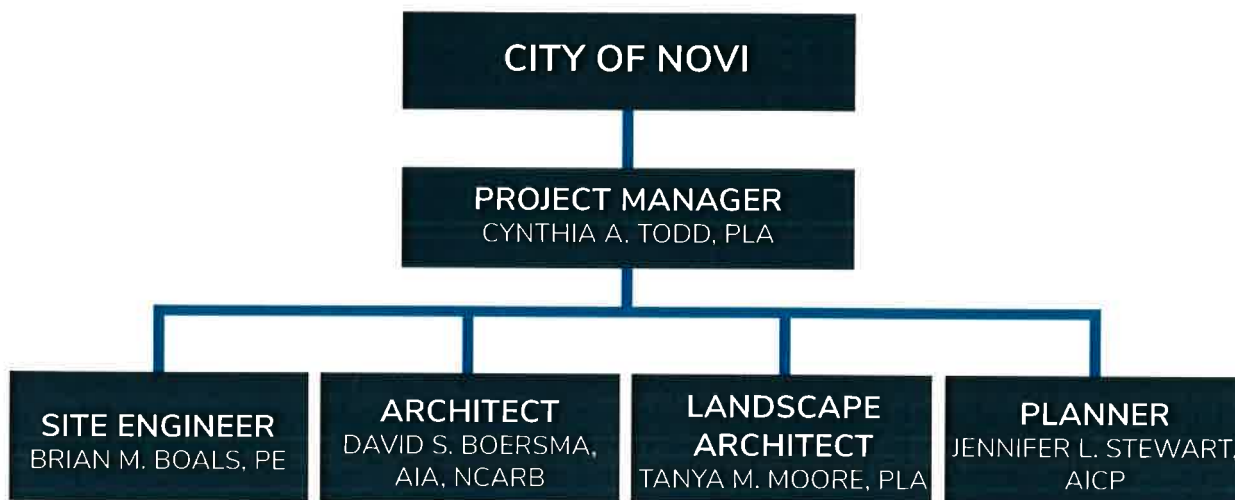


## SCOPE OF SERVICES AND TIMELINES

- I. **Project Initiation – December 2022 – January 2023**
  - a. Schedule and participate in a scope verification meeting with City staff and the Spicer Project Team.
  - b. Review with the City all existing information related to the site and project.
  - c. Visit the park with City staff to view existing topography and site challenges/opportunities.
  - d. Develop preliminary site plans based on staff input and site visits.
  
- II. **User Group and Community Meetings – February 2023 – April 2023**
  - a. Identify key user/community groups and schedule meetings.
  - b. Develop meeting materials (site plans, surveys, etc.).
  - c. Meet with user/community groups.
  - d. Produce materials for public meetings and hold at the park (weather permitting).
  - e. Develop and advertise a park survey for residents and park users.
  - f. Develop a report based on user/community groups and citizen input.
  
- III. **Project Analysis – February 2023 – June 2023**
  - a. Provide in-depth analysis of site conditions including:
    - i. Topography
    - ii. Traffic flow/patterns
    - iii. Use times/patterns
    - iv. Sewer/water infrastructure requirements/limitations
    - v. Stormwater requirements
    - vi. Electrical service/upgrades if required
    - vii. Building evaluations
    - viii. Irrigation requirements
    - ix. Playground safety inspections
    - x. Existing field conditions/reuse possibilities
  - b. Final Concept Plan development
    - i. Utilize input from user groups/survey responses
    - ii. Identify possible grant funding opportunities
    - iii. Develop three concept plans for PRCS Commission review
  - c. Detailed cost estimates
    - i. Utilize Spicer's expertise in project estimating to develop thorough cost estimates for all proposed phases of construction
    - ii. Provide estimated project phasing/timelines based on budget
    - iii. Identify permitting requirements
  
- IV. **Presentation of Final Plan to City Council – August 2023**

## PROJECT TEAM

Spicer Group has put together an exceptional team of experienced professionals that are prepared to work together to provide professional planning services for the City of Novi's ITC Community Sports Park Master Plan Project.



### CYNTHIA A. TODD, PLA - PROJECT MANAGER

Ms. Todd has 29 years of experience in project management, design, and planning for both the public and private sectors. She has extensive experience and a proven track record communicating project needs to staff, lawmakers, citizen groups, contractors, permitting agencies, and other professionals. She was the Capital Program Administrator for State of Delaware, Division of Parks and Recreation, which received the 2015 NRPA Gold Medal Award and monitored the use of 17 park facilities that included 25,000 acres with over 800 structures. At DNREC, she managed over \$12 million annually in park construction projects including campgrounds, piers, bathhouses, and trails and developed a master plan for Auburn Valley/National Vulcanized Fiber (NVF), a multi-million-dollar public-private partnership, which was a recipient of EPA's 2017 Pisces Award. Ms. Todd has a successful history of working with Michigan counties, cities, townships and villages developing passive and active recreational opportunities. This includes working closely with community groups, advisory committees, elected officials and municipal staff to bring recreational plans to fruition, while ensuring they are operationally feasible. She has extensive experience in analyzing and evaluating the usage of structures, facilities, and equipment to determine the short-and long-term capital needs of a jurisdiction.

### BRIAN M. BOALS, P.E. – SITE ENGINEER

Mr. Boals has civil engineering expertise in the planning, design, and construction administration for complex multi-discipline infrastructure projects including aspects of site design, underground utilities, storm water management/water resources, marine/coastal engineering, deep foundations/slope stability, and transportation engineering. He serves in the capacity of design engineer, project manager, and client representative providing engineering services to numerous governmental and private development clients across Michigan. He has worked on notable projects on the Inland Route including a new multi-lane boat launch along the Indian River in Indian River, and a new pedestrian pier that parallels the Indian River into Burt Lake.

## PROJECT TEAM

### DAVID S. BOERSMA, AIA, NCARB – ARCHITECT

Mr. Boersma is a registered State of Michigan Architect and State of Michigan Code Official. His 29 years of serving as a project manager and architect on a wide variety of building projects has given him expertise in multiple building types including public safety, commercial, municipal, and educational archetypes. Most recently he has designed the new Rogers City Fire Authority's new Fire Station No.1, overseen the design of the new Saginaw County Jail and Sheriff Headquarters, and is currently designing the new Commerce Township Oakland County Sheriff Substation. He is currently working with the city of Grosse Pointe Park on upgrades and renovations to their city hall and public safety complex. He has proven success in project leadership, AIA contract preparation, team building, project development, code interpretation, problem-solving, construction administration, Capital Needs Assessments, as well as trade relations.

### TANYA M. MOORE, PLA – LANDSCAPE ARCHITECT

Ms. Moore has provided landscape architectural, grant writing, and planning services to different agencies throughout Michigan. She previously worked for the City of Lansing Parks and Recreation Department as a Landscape Architect/Project Manager where she worked on numerous projects including trails, park improvements, master plans, city beautification, grant writing and administration, construction services, budgeting and accounting for capital improvements, and other related duties. She has been involved in numerous projects that include accessible canoe/kayak launches around the state. She has played a significant role not only in the design of these structures, but also in helping communities apply for and administer grant funding through the DNR for these projects. She is proficient in permitting requirements for projects and working with clients to set the appropriate design parameters. She is proficient in public speaking at community meetings, developing renderings, conceptual plans and maps that help clients visualize existing conditions and potential projects.

### JENNIFER L. STEWART, AICP – PLANNER

Ms. Stewart is a Project Planner for Spicer Group and provides planning services to our clients throughout Michigan. She earned her bachelor's degree from Ball State University in Urban Planning and Development. She is a project manager for various projects regarding master planning, recreation planning, grant writing, zoning, and site development. Through clear and concise writing, she has the ability to transform a client's wishes from ideas to a finished document, which can then be used as an effective tool in assisting the client to bring their visions and goals to light. She is also adept in digital graphics and programs including Adobe Photoshop, Illustrator and InDesign, ArcMap, Sketch-up, and Google Earth Pro. All of the projects she works on involve varying levels of community input. She has experience facilitating simple outreach such as public hearings and community input surveys, and is also able to plan, coordinate, and facilitate more in-depth public input opportunities such as charettes, visioning sessions, and stakeholder meetings.

## RELATED EXPERIENCE

The following pages show examples from just a few of Spicer Group's parks and recreation project portfolio. Many of these projects began in the planning stages with a concept plan. That conceptual plan is then utilized to secure funding, either through grants, local foundations, or other such sources of funding. Once funded, they are designed, bid, and constructed.

### PARK DESIGN AND DEVELOPMENT

#### *Parker Road Park Concepts- Fort Gratiot Charter Township*

Fort Gratiot Charter Township wished to create a park master plan for their undeveloped 101 acres of property with the intention of providing a pleasing and attractive park that will be a regional recreation destination. Spicer Group met with the Township Planning Committee for a clear understanding of the goals and desires of the Township, walked the site with the Township Supervisor, and then facilitated a design charette for public input. Items that are planned include, baseball fields, softball fields, pickleball/tennis courts, open play area for soccer, lacrosse, football, camping sites, shower/restroom/campground office building, utilities, water, sanitary sewer, storm sewer and electric to service the entire 101 acres.

Spicer group is currently developing a conceptual plan including park layout, parking requirements, stormwater outlet and allowable discharge limits, water main and sanitary sewer connections, proposed road improvements, landscaping, preliminary cost estimates. In addition to the concept plan, Spicer is performing a grant funding investigation, reviewing Michigan Department of Natural Resources (MDNR) grant funding options for the Township, and will perform a pre-score scenario for the project with all three MDNR funding options to determine best funding option for the project.



## RELATED EXPERIENCE

### Roberts Park- Thomas Township

Thomas Township approached Spicer Group to assist them with a master plan for Roberts Park. At that time, the Township had acquired additional acreage adjacent to the park and wanted to develop it as part of Roberts Park. Spicer Group worked with the Township to develop a master plan for the entire park with new soccer fields, new restroom building, paths, playground, pavilions, a pond, parking, landscaping, and other site amenities. In 2011, the park was developed with two DNR grants totaling \$482,900. Spicer worked with the Township on writing the grants, designing the proposed improvements and construction administration. Other tasks Spicer were involved in on the project included topographical survey and bidding.



## RELATED EXPERIENCE

### Oscoda Charter Township Outdoor Sports Complex- Oscoda Charter Township

Spicer Group was hired by Oscoda Charter Township to do planning and design for the 49.4-acre Outdoor Sports Complex. The Complex includes softball and baseball fields, soccer fields, a BMX racetrack, concession buildings, a pavilion, restrooms, and a recreation facility. Spicer Group was tasked with coming up with a design to bring water into the park for irrigation and other purposes. A preliminary park concept was designed which included new park amenities and renovations to existing amenities, and cost estimates for the improvements and the proposed irrigation system.



## RELATED EXPERIENCE

### Andersen Recreation Complex- Bridgeport Charter Township

The Frank N. Andersen Recreational Complex is a universally accessible facility located in Liberty Park in Bridgeport Township that exceeds Americans with Disabilities Act (ADA) standards . It boasts a universally accessible multi-purpose field, family-style restrooms, entry tower, parking areas, and pathways linking to other park facilities, and the surrounding community.

The complex was developed with support from a \$500,000 Michigan Natural Resources Trust Fund Grant. The complex serves the entire Great Lakes Bay Region, which has more than 63,000 children with disabilities over the age of five according to the U.S. Census statistics. This number supports the need for such a well-rounded facility in the area, whose disabled population is slightly higher than most communities in Michigan.

This recreational complex is the only one of its kind in Michigan. While ADA-accessible facilities are not new to Michigan, this project is the first universally-designed facility specifically created and built for multi-sports and events. Spicer Group was responsible for the grant writing administration, design, and construction administration on this \$1.5 million facility.

## Frank N. Andersen Recreational Complex

an accessible place for  
all athletes of all abilities where all can play!

**What's Included in this project?**

**Phase 1**

- 175' x 200' multi-sport, accessible surfaced field
- ½ mile of multi-use paths
- Restrooms - unisex accessible
- Entry tower gate/Changing rooms - unisex accessible
- Lighting of the field
- Splash Pad
- Parking for 100 cars in 2 lots
- Entrance drives
- Storage/Maintenance garage

**Phase 2**

- 2 batting cages for all

**Multi-Use Paths**

- Total Distance approximately 1-mile with rest stops
- Width 8-feet
- Connects all aspects of the park and schools to the rest of the community
- Rest stops with benches provided at various locations along the path.

Please contact all American Olympic Sports Association, the Michigan State League

**A Cooperative Community endeavor led by Bridgeport Charter Township with preliminary funding assistance from the Frank N. Andersen Foundation.**

Can you help in this worthwhile effort? Our goal is to raise \$1.6 million by mid-2008.

Please contact Eric Rutherford, Bridgeport Township Parks and Recreation Director if you are interested in helping dreams come true for special kids in our area.

(989)777-0940 ext. 222  
email: parks@bridgeportmi.org  
www.btchallenger.org

**COMMITTED FUNDING TO DATE:**

- \$300,000 Andersen Foundation
- \$100,000 Bridgeport Charter Township
- \$180,000 Michigan Foundation
- \$ 25,000 Harvey Randall Wilson Foundation
- \$ 24,000 American Foundation
- \$ 31,000 Michigan Bank of America
- \$ 30,000 Koolhaas Foundation
- \$ 18,000 Seguin Community Foundation

Brought to you by:

"Building a strong community, one individual at a time."



# RELATED EXPERIENCE

## Auburn Park- City of Auburn

The City of Auburn received a Land and Water Conservation Fund grant for \$62,000 that was used to renovate and dredge the Auburn Park Pond along with the ADA fishing platforms. Spicer Group provided grant administration assistance, survey, design, bidding assistance, and construction administration for this project. The pond was completed with a new fishing/public overlook, new benches, and improvements to the existing pond.



## RELATED EXPERIENCE

### *Cass River Trailhead- Bridgeport Charter Township*

Spicer Group assisted Bridgeport Charter Township and their DDA with transitioning a historic gas station building and adjoining property into the new Cass River Trailhead. The property sits next to the 112-year-old State Street Bridge which was fully restored to its original condition and serves as a pedestrian path across the Cass River giving access to several miles of multi-use path. Spicer Group assisted the Township in developing a conceptual plan and cost estimates for the preservation of the old gas station building including renovating the interior of the building for the restrooms the trailhead needed.

Spicer Group then assisted in preparing and submitting a grant application to the Michigan Natural Resources Trust Fund money which was awarded for \$275,800. The building was fully restored and now has ADA accessible restrooms. The building serves as a unique trailhead because it hosts several photographs and memorabilia that reflects on the history of Bridgeport. A new wildlife viewing and fishing platform, pavilion with tables and grills, bike racks, interpretive signs, landscaping, and decorative fencing were constructed as well. New pathways were also constructed to connect the trailhead to the existing regional path system.

An additional project Spicer assisted the Township with included the design and construction of a trailhead parking lot, adjacent to the Cass River Trailhead. This design included walkways, drainage improvements, a rain garden, and decorative lighting.

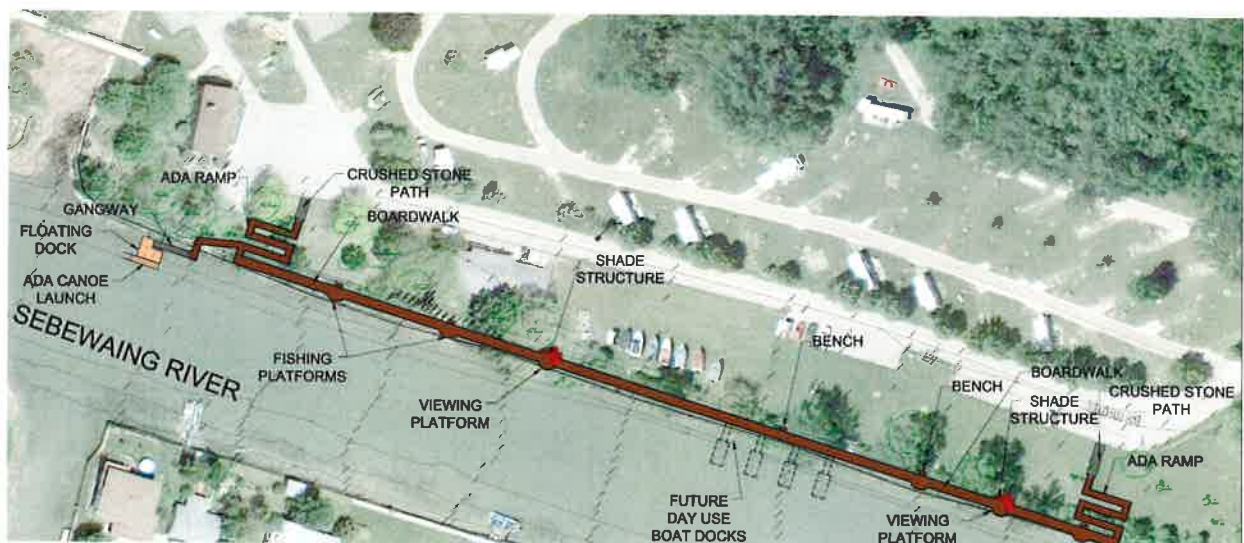


## RELATED EXPERIENCE

### *Sebewaing County Park Improvements- Huron County*

Spicer Group assisted Huron County by designing improvements to a 20-acre park located at the mouth of the Sebewaing River along Lake Huron. Additional improvements were also designed for an adjoining 12-acre island which was previously only accessible by boat. The original state of this popular park had made access to fishing opportunities difficult due to the steep and overgrown banks. The new design included the construction of three new universally accessible fishing platforms, bank stabilization and recreation pathways that now help visitors easily traverse the steep grade of the banks to the river. A new universally accessible 100-foot-long bridge was also installed to allow access to the island which provides excellent fishing, hunting, and wildlife viewing opportunities.

To increase the usefulness of the park, the County hired Spicer Group to design additional features to improve the shoreline, provide universal access down to the water, and provide interpretive signage. Designs included plans and specifications for landscaping, soft-shore engineering, docks, a universally accessible kayak/canoe launch, and interpretive signage that includes launch and landing sites for the Tip of the Thumb Heritage Water Trail. The goal was to provide access and a viewing point from whereby one can enjoy this unique coastal waterfront environment. The project design called for removal of the existing concrete rip-rap above an elevation of 582 feet and utilize soft-shore engineering in its place. This included live fascines or wattles, which are long bundles of branch cuttings bound together to form a cylindrical structure, to help control surface erosion and provide a more natural habitat for birds and wildlife. Roots from sprouted fascines help stabilize the bank.



## RELATED EXPERIENCE

### COMMUNITY ENGAGEMENT

#### *Parker Road Park Concepts - Fort Gratiot Township*

Parker Road Park Master Plan community engagement included a kickoff meeting with various stakeholder groups interested in the parks future amenities including but not limited to the planning department, department of public services, fire department, drain commissioner, and road commission. Items discussed included preferred park uses, recreational needs of the community, maintenance, revenue opportunities, and possible partnering options. The meeting concluded with an agreed upon list of recreational elements to be included in the park design. The next meeting was a public charrette workshop including township staff members, elected officials, and special interest group members. During the workshop, participants broke into groups of 5-7 people. Each group was provided with a base plan aerial of the site and to-scale cutouts of desirable park elements previously discussed and agreed on at the kickoff meeting. The goal was for each group to layout the cutout shapes to show the desired elements they envisioned for the park. The workshop concluded with each group presenting their designs to the rest of the participants which sparked an interactive conversation weighing the pros and cons of each layout. In addition to the workshop, an online survey was conducted reaching all citizens within the township who wished to share their thoughts on the park and future development. After the public input period, Spicer prepared a draft layout for review by the designated stakeholder groups. To date, the plan is being finalized, estimated costs are underway, and the best grant opportunities are being determined for the 2023 grant cycle.



#### *Ingham County*

Spicer Group is Ingham County's parks and trails consultant and we have assisted the County for almost ten years. As part of the Parks and Recreation Master Plan update, Spicer Group held a series of in-park open house meetings. The three meetings were held at different parks: Lake Lansing North, Hawk Island, and Burchfield. The open houses were at varying times of the day, coinciding with parks events. The open houses were only one part of the community outreach strategies for the Ingham County Parks and Recreation Master Plan update. Additional elements included an online community input survey and meetings with stakeholder groups such as the Red Cedar River Water Trail Group.



## RELATED EXPERIENCE

### *Bliss Park - City of Saginaw*

Spicer Group worked with the City of Saginaw and multiple user groups to host a public input open house at Bliss Park. The goal of this open house was to invite community members to speak about their needs in a park environment as well as have a stake in the design and development of a historical place in their community. This was a great opportunity to learn more about the history of the park from the viewpoint of the community members. They shared insight on how the park has transformed throughout the years and how they envision the future of the park. Spicer heard from a wide variety of residents, user groups, and adjacent businesses whose proximity to the park plays a large role in the future of the park. From here, Spicer Group will continue to work closely with these stakeholder groups to create a park concept plan that fits the community's needs.



### *Riverside and Sports Parks Playgrounds - City of DeWitt*

The City of DeWitt was looking to refresh two of their flagship parks by replacing aging playground equipment. Spicer worked closely with the parks and recreation commission to create a design that would excite the community and give them a sense of ownership. This process started with Spicer attending a parks commission meeting to discuss project goals, budget, schedule, and potential themes for each play structure. The parks commission and Spicer then hosted a workshop open to the public to review all possibilities for the two play areas. In this workshop, Spicer provided options for the park commission members to vote on. Following the workshop, Spicer worked with playground manufacturers to design play structures that fit the goals of the city. This concluded with designs for two new structures at Riverside Park and one new structure at Sports Park. Both play areas will now feature universally accessible safety surfacing, a variety of play opportunities, and a fresh look the community takes pride in.



## REFERENCES

### FORT GRATIOT CHARTER TOWNSHIP

**Robert Crawford, Supervisor**

3720 Keewahdin Road, Fort Gratiot MI 48059

Telephone number: (810) 385-4489

### INGHAM COUNTY PARKS

**Tim Morgan, Director**

121 E. Maple Street, Suite 102, Mason, MI 48854

Telephone number: (517) 676-2233

### SAGINAW COUNTY PARKS & RECREATION

**Brian Keenan-Lechel, Director**

111 S. Michigan Avenue, Saginaw, MI 48602

Telephone number: (989) 790-5280

### BAY COUNTY RECREATION & FACILITIES

**Cristen Gignac, Director**

515 Center Avenue, Suite 403, Bay City, MI 48708-5125

Telephone number: (989) 895-4132

### BAY CITY PARKS, BUILDINGS & GROUNDS

**Tim Botzau, Parks and Sanitation Manager**

301 Washington Avenue, Suite 413, Bay City, MI 48708

Telephone number: (989) 894-8314

### CITY OF GRAND BLANC

**Christina Irwin, Assistant City Manager**

203 E. Grand Blanc Road, Grand Blanc, MI 48439

Telephone number: (810) 694-1118

## PROJECT TEAM RESUMES

The project team resumes are on the following pages:

Cynthia A. Todd, PLA - 20

Brian M. Boals, P.E. - 22

David S. Boersma, AIA, NCARB - 24

Tanya M. Moore, PLA - 26

Jennifer L. Stewart, AICP - 28



# CYNTHIA A. TODD, PLA

ROLE ON THIS PROJECT: Director of Planning

YEARS OF EXPERIENCE: Spicer Group – 1 year | Other Firms – 29 years



## GENERAL EXPERIENCE AND QUALIFICATIONS

Ms. Todd has 29 years of experience in project management, design, and planning for the public and private sectors. She has extensive experience and a proven track record communicating project needs to staff, lawmakers, citizen groups, contractors, permitting agencies, and other professionals. She was the Capital Program Administrator for the State of Delaware, Division of Parks and Recreation, which received the 2015 NRPA Gold Medal Award and monitored the use of 17 park facilities that included 25,000 acres with over 800 structures. Ms. Todd was also able to manage over \$12 million annually in park construction projects including campgrounds, piers, bathhouses, and trails and develop a master plan for Auburn Valley/National Vulcanized Fiber (NVF), a multi-million-dollar public-private partnership, which was a recipient of EPA's 2017 Pisces Award.

## EDUCATION

Master of Urban Planning, University of Michigan, Ann Arbor, Michigan

Bachelor of Landscape Architecture, University of Illinois, Urbana-Champaign, Illinois

Golf Course Design, Harvard Graduate School of Professional Development, Cambridge, Massachusetts

Project Management, University of Delaware Professional Development, Dover, Delaware

Leadership John Kennedy Leadership Academy, Dover, Delaware

## LICENSES/REGISTRATION

State of Maryland, Licensed Landscape Architect #3025

State of Delaware, Licensed Landscape Architect #0460

State of Michigan, Licensed Landscape Architect #1207

## SIMILAR EXPERIENCE

<b><i>Fort Gratiot Baseball and Campground</i></b>  Year: 2021- Present Location: Fort Gratiot Vendor Role: Prime	<b>Project Manager</b> responsible for managing the creation of a recreational centerpiece by developing the master plan park design for the 101-acre vacant parcel on Parker Road. A significant task included overseeing the Public Input process which consisted of a design charette at the Township. This gathering was composed of different community members and stakeholders coming together and designing/planning different park concepts that the community needed and desired. Spicer Group then gathered all the information and concepts planned by the community members and created the overall park concept plan. Also responsible for grant funding investigation including performing pre-scores with all three Michigan Department of Natural Resources (MDNR) funding options.  Client Contact: Robert Crawford, Supervisor, (810) 385-4489
<b><i>Ingham County Parks and Trails Comprehensive Plan and Recreation Plan Updates</i></b>  Year: 2021- Ongoing Location: Ingham County Vendor Role: Prime	<b>Project Manager</b> responsible for managing the development of the Recreation Plan and Comprehensive Trails and Pathway Report. Tasks included the management and development of the project from organizing stakeholder meetings and county meetings and assisting with the MDNR grant applications, along with aiding the development of their wayfinding sign project. Due to our outstanding Trail Wayfinding System, Ingham County Parks and Spicer Group were awarded the <i>2021 Trails &amp; Corridors Class I Award</i> by the National Association of County Park and Recreation Officials (NACPRO).  Client Contact: Tim Morgan, Parks Director (517) 244-7191



SIMILAR EXPERIENCE	
<p><i>City of Saginaw Recreation Plan</i></p> <p><b>Year:</b> 2020 - present  <b>Location:</b> City of Saginaw, Saginaw County  <b>Vendor Role:</b> Prime</p>	<p><b>Project Manager</b> responsible for updating the 2016 City of Saginaw Recreation Plan. The update was the required 5-year recreation plan update to remain eligible for certain state and federal grant programs. The recreation plan was started shortly after the Master Plans drafts had been finalized to further connect the parks in recreation into the development that the Master plan outlines for the City of Saginaw. Responsible for the creation of a city and county-wide survey and organization of public meetings in order to gather data to create the necessary elements to qualify for the state and federal grant programs.</p> <p><b>Client Contact:</b> Bob Gollin, Urban Planner (989)759-1400</p>
<p><i>Mason County Recreation Plan</i></p> <p><b>Year:</b> 2017 - present  <b>Location:</b> Mason County  <b>Vendor Role:</b> Prime</p>	<p><b>Project Manager</b> responsible for coordinating the survey and plan updates for the 2023 Mason County Recreation Plan update. The update was the required 5-year update and focused on gathering public input about parks and recreation in the City, updating the GIS maps within the plan, updating the goals and objectives, and updating the 5-year action program to reflect realistic projects for the next five years. We worked with the other local jurisdictions in Mason County to ensure the County Recreation Plan was supportive and inclusive of the local priority action items as well. Spicer Group has assisted Mason County with the update to their Recreation Plan three times.</p> <p><b>Client Contact:</b> Daniel Rhode, Drain Commissioner (231) 757-9366</p>
<p><i>Hampton Township Park Grants and Master Plans</i></p> <p><b>Year:</b> 2021-Ongoing  <b>Location:</b> Hampton Township  <b>Vendor Role:</b> Prime</p>	<p><b>Project Manager</b> responsible for developing an overall park concept plan and a Michigan Department of Natural Resources (MDNR) grant application for improvements at Hampton Township Pondsides Park. Also responsible for designing improvements of the playground and a possible accessible canoe/kayak launch and a Michigan Department of Natural Resources (MDNR) grant application at Finn Road Park.</p> <p><b>Client Contact:</b> Terri Close, Supervisor, (989) 460-1908</p>
<p><i>City of Vassar- Concept Park Plan</i></p> <p><b>Year:</b> 2021- Ongoing  <b>Location:</b> Vassar  <b>Vendor Role:</b> Prime</p>	<p><b>Project Manager</b> responsible for developing a park concept plan at their fairground facility. The design is to include possibilities for trails, disc golf, year-round recreational opportunities, and adequate parking for events. Tasks included using aerial images to develop the concept plan, developing a preliminary option plan, and creating a preliminary cost estimate for the proposed improvements.</p> <p><b>Client Contact:</b> Andrew Niedzinski, City Manager (989) 823-8517</p>
<p><i>Haithco Recreation Area Splash Pad Development</i></p> <p><b>Year:</b> 2020-Ongoing  <b>Location:</b> Saginaw County  <b>Vendor Role:</b> Prime</p>	<p><b>Project Manager</b> responsible for all aspects of the project, including feasibility grant writing &amp; administration, concept design, preliminary design, final design, bidding documents, construction administration, and oversight for the Haithco Recreation Area Splash Pad Development. Project includes a new splash pad, playground pathways, ADA parking, rain garden, utility shed, and park amenities such as benches and picnic tables. The Project is financed with local funds and a grant from the Michigan Department of Natural Land and Water Management Fund.</p> <p><b>Client Contact:</b> Saginaw County Parks, Brian Lechel, (989) 790-5200</p>

# BRIAN M. BOALS, P.E.

ROLE ON THIS PROJECT: Senior Project Manager

YEARS OF EXPERIENCE: Spicer Group – 1 | Other Firms – 27



## GENERAL EXPERIENCE AND QUALIFICATIONS

Mr. Boals has civil engineering expertise in the planning, design, and construction administration for complex multi-discipline infrastructure projects including aspects of site design, underground utilities, stormwater management/water resources, marine/coastal engineering, deep foundations/slope stability, and transportation engineering. He serves in the capacities of design engineer, project manager, and client representative providing engineering services to numerous governmental and private development clients across Michigan.

## EDUCATION

Master of Science in Engineering, Civil Engineering (Hydraulics/Water Resources), University of Michigan, 2002

Bachelor of Science in Environmental Engineering, Michigan Technological University, 1993

## LICENSES/REGISTRATION

Licensed Professional Engineer, State of Michigan, License No. 6201044477

## ADDITIONAL TRAINING

– MDOT Computerized Office  
Technician Certification, Exp. 2022

– EGLE Stormwater Control  
Operator, Exp. 2026

– EGLE SESC Comprehensive Design  
and Plan Review Certification, Exp.  
2026

## SPECIFIC PROJECT EXPERIENCE

<b><i>Cheboygan County Marina Fuel System Replacement and Boater Service Dock Relocation/Expansion</i></b>  <b>Year:</b> 2020 - 2021 <b>Location:</b> City of Cheboygan, Cheboygan County, MI <b>Vendor Role:</b> Prime	<b>Project Manager</b> responsible for the planning, design and contract administration for the replacement of marina fuel system and service dock reconstruction. Project includes removal and replacement of existing gasoline and diesel fuel tanks and distribution systems, as well as coordination of permitting and related environmental services. The work scope also includes sheet pile sea wall and concrete revetment design (including deep water wave and ice impact analyses as well as floodplain review), replacement of electric and communication utilities, new water supply and sanitary service, attendant building, sidewalks, access road, along with decommissioning and demolition of existing service facilities. This project was funded in part by a State of Michigan DNR Waterways Grant.  <b>Client/Owner:</b> Cheboygan County <b>Project Cost:</b> \$1,500,000
<b><i>Brown Bridge Quiet Area Pathway Improvements</i></b>  <b>Year:</b> 2020 <b>Location:</b> Garfield Township, Grand Traverse County, MI <b>Vendor Role:</b> Prime	<b>Project Manager</b> responsible for the planning and design for a new pathway to improve connectivity and accessibility between parking areas and trailhead features with the Boardman River and pedestrian bridge. The project involved detailed grading and slope stability designs to provide universally accessible route through existing steep terrain. Final designs include 'switch-backed' alignments, boulder retaining walls, and reinforced slope vegetated restoration.  <b>Client/Owner:</b> Grand Traverse Conservation District <b>Project Cost:</b> \$300,000

SPECIFIC PROJECT EXPERIENCE	
<p><b><i>8<sup>th</sup> Street Reconstruction and Streetscape</i></b></p> <p><b>Year:</b> 2018 - 2020  <b>Location:</b> City of Traverse City, Grand Traverse County, MI  <b>Vendor Role:</b> Prime</p>	<p><b>Project Manager</b> responsible for planning, design and construction engineering for complete reconstruction and streetscaping for section of 8<sup>th</sup> Street between Boardman Avenue and Woodmere Avenue. Project improvements include new street cross-section with separated sidewalks and cycle tracks, mid-block landscaped pedestrian refuge islands, pedestrian and street lighting, and mast arm traffic signal. The project also involved major underground utility upgrades including a 24" diameter transmission watermain with lead service line replacements, sanitary sewer, and storm sewers with infiltration basins.</p> <p>The project also included coordination and solutions involving legacy issues such as groundwater contamination and removal of previously abandoned watermain and sewer utilities.</p> <p><b>Client/Owner:</b> City of Traverse City  <b>Project Cost:</b> \$5,000,000</p>
<p><b><i>M-72 &amp; Lautner Road Reconstruction</i></b></p> <p><b>Year:</b> 2015-2016  <b>Location:</b> Acme Township, Grand Travers County, MI  <b>Vendor Role:</b> Prime</p>	<p><b>Project Manager</b> responsible for construction engineering for reconstruction of State Highway M-72 between U.S. 31 and Lautner Road (approximately 5,300 feet), and Lautner Road from M-72 to approximately 3,000 feet south. The project included major widening with streetscape features in coordination with new Meijer store and regional site development. Key features of the project are three new traffic control round-a-bouts, subsurface concrete tunnel for pedestrian/non-motorized vehicle passage, lighting and electrical improvements, and storm water management.</p> <p>The project also included coordination of maintaining highway traffic with temporary on-site by-pass roadway and pumping/detention of high turbidity construction stormwater to protect Acme Creek water quality.</p> <p><b>Client/Owner:</b> GT Band Ottawa &amp; Chippewa Indians/MDOT  <b>Project Cost:</b> \$8,000,000</p>
<p><b><i>Indian River Trailhead</i></b></p> <p><b>Year:</b> 2015  <b>Location:</b> Tuscarora Township (Indian River), Cheboygan County, MI  <b>Vendor Role:</b> Prime</p>	<p><b>Project Manager</b> responsible for planning, design and construction engineering for a new trailhead to improve access to North Central Recreational Trail at Indian River. The site plan includes construction of a new off-street parking lot, decorative site signage, lighting, public restroom improvements, pavilion, and accessible walkways connecting existing trail with new trailhead features, South Straits Highway and existing Chamber of Commerce building. This project was financed in part by a State of Michigan DNR Trust Fund Grant.</p> <p><b>Client/Owner:</b> Tuscarora Township  <b>Project Cost:</b> \$650,000</p>
<p><b><i>Devoe Beach Improvements</i></b></p> <p><b>Year:</b> 2014  <b>Location:</b> Tuscarora Township (Indian River), Cheboygan County, MI  <b>Vendor Role:</b> Prime</p>	<p><b>Project Manager</b> responsible for planning, design and construction engineering for reconstruction of existing parking lots and new sidewalks to improve accessibility and connectivity between parking areas, Burt Lake and the new Veterans Pier park area.</p> <p><b>Client/Owner:</b> Tuscarora Township  <b>Project Cost:</b> \$350,000</p>

# DAVID S. BOERSMA, AIA, NCARB

ROLE ON THIS PROJECT: Project Manager

YEARS OF EXPERIENCE: Spicer Group – 11 | Other Firms - 16



## GENERAL EXPERIENCE AND QUALIFICATIONS

Mr. Boersma is a licensed architect in Michigan as well as 7 other states. In his 27 years of experience, he has served as a project manager and project architect on a wide variety of projects. He has great expertise in multiple project types including municipal, public safety, parks, and education. He has proven successful in project leadership, business development, code interpretation, problem solving, construction administration, capital needs assessments, as well as client and trade relations. He is NCARB certified and a State of Michigan Code Official, as well as a registered architect in the States of Wisconsin, Illinois, Connecticut, New York, Pennsylvania, Georgia, Florida, and North Carolina. In addition, Mr. Boersma is on the state list of historical architects. Mr. Boersma is involved with his community and dedicates his time volunteering as a Scout Leader, President of the Clarkston Rotary, an architect for Habitat for Humanity of Oakland County and a Planning Commissioner for Independence Township.

## EDUCATION

Masters of Architecture, Lawrence Technological University, Southfield, MI 2000

Bachelors of Science in Architecture, Lawrence Technological University, Southfield, MI 1993

## LICENSES/REGISTRATION

Registered Architect, State of Michigan #1301056188

Code Official State of Michigan #005656

Registered Architect WI, IL, PA, CT, NY, GA, FL, NC

## SIMILAR EXPERIENCE

<b><i>Jerome Township Fire Station No.1</i></b>  Year: 2017- Ongoing Location: Sanford, MI Vendor Role: Prime	<b>Architect/ Project Manager</b> responsible for serving as the project manager and architect for construction of a new 12,000 square foot volunteer fire department for Jerome Township. The building will have 4 80' apparatus bays with turnout lockers, dispatch room, EMS storage, SCBA room, decontamination, training room, locker rooms as well as offices and file storage. The project also includes the construction of a new engineered septic system, site paving and planning for future apparatus bay expansion. The project is scheduled to begin construction summer of 2018.  <b>Client Contact:</b> Jerome Township, Jerry Cole (989) 488-4578
<b><i>Rogers City Area Department Fire Station No. 1</i></b>  Year: 2019 - Ongoing Location: Rogers City, MI Vendor Role: Prime	<b>Architect/ Project Manager</b> responsible for working with the Rogers City Area Fire Department to design a replacement for Fire Station Number One. The new station will have five 80-foot apparatus bays and have the ability to expand an additional bay and accommodate the needs of 40 fire fighters including turnout, training, locker rooms, offices, archive storage, workout space, laundry, dispatch, dedicated EMT, hose and SCBA equipment storage.  <b>Client Contact:</b> Katie Kuznicki, Rogers City Fire Dept. Authority, (989) 734-2191
<b><i>Bear Lake Township Fire Station No. 1</i></b>  Year: 2019- Ongoing Location: Bear Lake Twp. Vendor Role: Prime	<b>Architect/ Project Manager</b> responsible for working in conjunction with the Township to design a new 6,000 square foot fire station and township hall. It will house four apparatus bays, men's and women's rest rooms, office space, and other space needed for the daily operation of the station.  <b>Client Contact:</b> Jeff Harthun, Supervisor, (231) 864-3620

SIMILAR EXPERIENCE	
<p><b><i>Bear Lake Township Fire Station No. 1</i></b></p> <p><b>Year:</b> 2019- Ongoing  <b>Location:</b> Bear Lake Twp.  <b>Vendor Role:</b> Prime</p>	<p><b>Architect/ Project Manager</b> responsible for working with Fire Chief Fred Gilstorff to evaluate their current facilities and determine repairs/upgrades and cost estimating to implement improvements. Also investigating the feasibility of adding on to the current buildings and what the construction might cost.</p> <p><b>Client Contact:</b> Fred Gilstorff, Fire Chief, (231) 223-4443</p>
<p><b><i>Almont Police Station and Township Hall</i></b></p> <p><b>Year:</b> 2017- Ongoing  <b>Location:</b> Almont, MI  <b>Vendor Role:</b> Prime</p>	<p><b>Architect/ Project Manager</b> responsible for working in conjunction with Superior Construction Company in a design build relationship to design a new police station for the Village and Township of Almont. The police department will be moving out of the current hall into a standalone building. When the transition has been completed, renovation to the village/township office will begin creating a large public meeting space and offices for all the administrative staff.</p> <p><b>Client Contact:</b> Superior Contracting Group LLC (810) 305-0137</p>
<p><b><i>Saginaw County Jail</i></b></p> <p><b>Year:</b> 2017- Ongoing  <b>Location:</b> Saginaw, MI  <b>Vendor Role:</b> Prime</p>	<p><b>Project Manager</b> responsible for working in conjunction with GGA Architects in Missouri to complete the project design. Currently serving as the project manager for the Structural, Mechanical, Plumbing, Electrical and Civil engineering for the new Saginaw County Jail Facility. Coordinating our team and the GGA team efforts to maintain project schedule as well as advise the team of Michigan Code requirements. The new jail will have 515 inmate beds and be 4 levels. The project is being funded through a bond issue.</p> <p><b>Client Contact:</b> Goldberg Group Architects (816) 233-9300</p>
<p><b><i>Dearborn 911 Dispatch Center and ECO</i></b></p> <p><b>Year:</b> 2016-2017  <b>Location:</b> City of Dearborn, MI  <b>Vendor Role:</b> Prime</p>	<p><b>Architect/ Project Manager</b> responsible for the renovations to a former office building to create a new 911 dispatch call center. The project included renovations to a 6,000 square foot space that included, 911 call center, crisis / multipurpose room with a kitchen, break room, dispatcher relaxation space, new offices, completely new interior, and exterior finishes, throughout along with new HVAC, plumbing, communications and electrical. Care was taken in the design of lighting and climate control to lessen symptoms of fatigue of staff.</p> <p><b>Client Contact:</b> City of Dearborn (313) 943-2118</p>
<p><b><i>Akron Township Hall</i></b></p> <p><b>Year:</b> 2014-2015  <b>Location:</b> Akron Township, Unionville, MI  <b>Vendor Role:</b> Prime</p>	<p><b>Architect/ Project Manager</b> responsible for the renovations to a former restaurant building to create a new township hall. The project included a 1200 square foot addition, ADA restrooms, a new multipurpose room with a kitchen, new offices, voting storage, records room, completely new interior, and exterior finishes, throughout along with new HVAC, plumbing, electrical and site improvements.</p> <p><b>Client Contact:</b> Steve Linzner, Supervisor, (989) 341-3006</p>
<p><b><i>New St. Louis Municipal Offices</i></b></p> <p><b>Year:</b> 2012-2015  <b>Location:</b> City of St. Louis, St. Louis, MI  <b>Vendor Role:</b> Prime</p>	<p><b>Architect/ Project Manager</b> responsible for the renovation of a former retail building to create new municipal offices and police station for the city of St. Louis. The project included structural evaluation of the existing structure, space planning, and will include roof reconstruction, window and door replacement, new casework, new ceilings, new interior and exterior lighting, new telecommunication equipment, new mechanical and electrical systems, offices, file storage systems, police specific spaces, lobby, community rooms, restrooms as well as completely new interior finishes throughout.</p> <p><b>Client Contact:</b> Kurt Giles, City Manager, (989) 681-4377</p>

# TANYA M. MOORE, PLA, CPSI, ASLA



ROLE ON THIS PROJECT: Project Manager/Landscape Architect

YEARS OF EXPERIENCE: Spicer Group – 15 | Other Firms - 14

## GENERAL EXPERIENCE AND QUALIFICATIONS

Ms. Moore is a licensed Professional Landscape Architect who has provided landscape architectural and planning services to different agencies throughout Michigan. At Spicer Group, as in her previous employment with the City of Lansing Parks and Recreation Department as a Landscape Architect/Project Manager, she works on numerous trail projects, park improvements, master plans, conceptual plans and cost estimating, grant writing and administration, landscape and beautification projects, streetscapes, and bidding and construction services. Her broad experience also includes property research and management, budgeting and accounting for operational expenses and capital improvements, teaching Landscape Architectural Courses at Lansing Community College and presenting relevant topics.

## EDUCATION

B.L.A., Landscape Architecture, Michigan State University, 1993

## LICENSES/REGISTRATION

Professional Landscape Architect, State of Michigan, 1998, #1249

Certified Playground Safety Inspector, NRPA, 1996, #51204-0524

## AWARDS & COMMUNITY INVOLVEMENT

NACPRO, 2021 Trails and Corridors Class I Award, Trails Wayfinding, Ingham County

MRPA, Member, Trails Focus Group, Chairperson, 2020-present

ASLA, Michigan Chapter, Member, 1991-present

Planning Commissioner, Vice-Chairperson, Bridgeport Charter Township, 2009-present

## SIMILAR EXPERIENCE

<b><i>General Consulting</i></b>  CS NA JN NA <b>Year:</b> 2017-present <b>Location:</b> Ingham County <b>Vendor Role:</b> Prime	<b>Project Manager</b> responsible for assisting the County with administering the Trails & Parks Millage; tasks are reviewing projects submissions, oversight and approval of awarded projects, tracking the funding, grant writing and administration, GIS mapping, planning projects, updates to the comprehensive plan, and other related engineering tasks.  <b>Client Contact:</b> Tim Morgan (517) 599-3144 <b>Service Budget:</b> \$592,100 <b>Construction Budget:</b> \$ NA
<b><i>Trail Wayfinding</i></b>  CS NA JN NA <b>Year:</b> 2017-present <b>Location:</b> Ingham County <b>Vendor Role:</b> Prime	<b>Project Manager</b> responsible for the development of a Trails Wayfinding Plan, implementation of the plan with installation of approximately 300 wayfinding signs, bidding documents and construction oversight.  <b>Client Contact:</b> Tim Morgan (517) 599-3144 <b>Service Budget:</b> \$138,000 <b>Construction Budget:</b> \$353,000
<b><i>Grant Writing, various parks</i></b>  CS NA JN NA <b>Year:</b> 2016-present <b>Location:</b> Ingham County <b>Vendor Role:</b> Prime	<b>Project Manager</b> responsible for the development of park concept plans, cost estimating and grant applications through various grant programs. Award of 15 DNR grants totaling over \$4 million.  <b>Client Contact:</b> Tim Morgan (517) 599-3144 <b>Service Budget:</b> \$120,000 <b>Construction Budget:</b> \$ NA

# TANYA M. MOORE, PLA, CPSI, ASLA



SIMILAR EXPERIENCE	
<p><b><i>Holt to Mason Trail Feasibility Study</i></b></p> <p>CS NA JN NA  <b>Year:</b> 2021-present  <b>Location:</b> Ingham County  <b>Vendor Role:</b> Prime</p>	<p><b>Project Manager</b> responsible for the development of a Phase II Feasibility Study to connect Holt (Delhi Township) with the City of Mason with non-motorized trail.</p> <p><b>Client Contact:</b> Tim Morgan (517) 599-3144  <b>Service Budget:</b> \$25,000      <b>Construction Budget:</b> \$ NA</p>
<p><b><i>Recreation Plan</i></b></p> <p>CS NA JN NA  <b>Year:</b> 2016-18, 2021-present  <b>Location:</b> Ingham County  <b>Vendor Role:</b> Prime</p>	<p><b>Project Manager</b> responsible for the update of the Five Year Parks &amp; Recreation Master Plan.</p> <p><b>Client Contact:</b> Tim Morgan (517) 599-3144  <b>Service Budget:</b> \$20,400      <b>Construction Budget:</b> \$ NA</p>
<p><b><i>Trails &amp; Parks Comprehensive Report</i></b></p> <p>CS NA JN NA  <b>Year:</b> 2021-present  <b>Location:</b> Ingham County  <b>Vendor Role:</b> Prime</p>	<p><b>Project Manager</b> responsible for the update of the Trails &amp; Parks Comprehensive Report, including bridge inventory, PASER ratings, water trail inventory, mapping, and coordination with Tri-County Regional Planning.</p> <p><b>Client Contact:</b> Tim Morgan (517) 599-3144  <b>Service Budget:</b> \$52,450      <b>Construction Budget:</b> \$ NA</p>
<p><b><i>Cass River Water Trail</i></b></p> <p>CS NA JN NA  <b>Year:</b> 2010-2018  <b>Location:</b> Saginaw &amp; Tuscola Counties  <b>Vendor Role:</b> Prime</p>	<p><b>Project Manager</b> responsible for all aspects of the projects (multiple phases) including grant writing &amp; administration, EGLE permitting, preliminary design, final design, bidding documents and construction engineering and oversight.</p> <p><b>Client Contact:</b> Daren Kaschinske, City of Frankenmuth (989) 652-3440  <b>Service Budget:</b> \$92,600      <b>Construction Budget:</b> \$416,200</p>
<p><b><i>Wickes Park Trail</i></b></p> <p>CS NA JN NA  <b>Year:</b> 2017-present  <b>Location:</b> City of Saginaw  <b>Vendor Role:</b> Prime</p>	<p><b>Project Manager</b> responsible for all aspects of the project including grant writing &amp; administration, concept design, preliminary design, EGLE permitting, final design, bidding documents and construction engineering and oversight.</p> <p><b>Client Contact:</b> City of Saginaw, Travis Hare, (989) 759-2195  <b>Service Budget:</b> \$86,150      <b>Construction Budget:</b> \$950,000 (est.)</p>
<p><b><i>Play City Playground</i></b></p> <p>CS NA JN NA  <b>Year:</b> 2020  <b>Location:</b> Bay County  <b>Vendor Role:</b> Prime</p>	<p><b>Project Manager</b> responsible for all aspects of the project including final design, EGLE permitting, bidding documents and construction engineering and oversight.</p> <p><b>Client Contact:</b> Tim Botzau, City of Bay City, (989) 894-8313  <b>Service Budget:</b> \$74,800      <b>Construction Budget:</b> \$470,000</p>
<p><b><i>Williams Township Park Playgrounds</i></b></p> <p>CS NA JN NA  <b>Year:</b> 2015-present  <b>Location:</b> Bay County  <b>Vendor Role:</b> Prime</p>	<p><b>Project Manager</b> responsible for all aspects of the projects (multiple phases) including grant writing &amp; administration, conceptual design, preliminary design, SHPO clearance, final design, bidding documents and construction engineering and oversight.</p> <p><b>Client Contact:</b> Will Butterfield, Williams Charter Township, (989) 662-4631  <b>Service Budget:</b> \$52,300      <b>Construction Budget:</b> \$275,000</p>

# JENNIFER L. STEWART, AICP

ROLE ON THIS PROJECT: Planner II

YEARS OF EXPERIENCE: Spicer Group – 7



## GENERAL EXPERIENCE AND QUALIFICATIONS

Ms. Stewart earned her bachelor's degree in Urban Planning and Development from Ball State University. She works as a Community Planner for Spicer Group and provides planning services to communities throughout Michigan. She has worked on various projects regarding planning services, master planning, recreation planning, zoning ordinance updates, grant writing, park improvements, utility-scale wind turbine reviews, and site development plans and reviews. Through clear and concise writing, she has the ability to transform a client's wishes from ideas to a finished document, which can then be used as an effective tool in assisting the client in bringing their visions and goals to light. She is also adept in digital graphics and programs including Adobe Photoshop, Illustrator, InDesign, ArcMap, ArcGIS Online, Story Maps, Sketch-up, and Google Earth Pro.

## EDUCATION

**Bachelor of Urban Planning and Development, Ball State University, Muncie, IN, 2013**

## LICENSES/REGISTRATION

**American Institute of Certified Planners, 2019, # 281761**

**Certified Zoning Administrator, 2020, Michigan State University**

## ADDITIONAL TRAINING

**ArcGIS Story Maps, 2019, ESRI**

## AWARD

**National Association of County Park and Recreation Officials, 2021, Trails and Corridors – Class I Award: Ingham County Trail Wayfinding System**

SIMILAR EXPERIENCE	
<i>Ingham County Parks and Trails Consulting</i>  Year: 2016 - Present Location: Ingham County Vendor Role: Prime	<b>Planner</b> responsible parks and trails consulting for Ingham County parks which includes management of millage funded projects, writing and submission of internal grant applications based on millage funds, hosting and updating an internal park inventory and GIS database, designing, coordinating, and managing the installation of the Ingham County Parks and Trails wayfinding signage, applying for, designing, and installing state-funded grant applications, daily tasks for the parks department as requested, and other duties related to the Ingham County Trails and Parks Millage.
<i>Ingham County Parks and Recreation Master Plan</i>  Year: 2020 - 2022 Location: Ingham County Vendor Role: Prime	<b>Planner</b> responsible for the update of the Ingham County Parks and Recreation Master Plan, Trails and Parks Comprehensive Report, and updated park maps for Ingham County Park facilities. As a part of the Parks and Recreation Master Plan update, Spicer Group held a series of in-park open house meetings. The three meetings were held at different parks: Lake Lansing North, Hawk Island, and Burchfield. The open houses were at varying times of the day and coincided with parks events. Additional elements of public input included an online community input survey with over 1,500 responses, and meetings with stakeholder groups, such as the Red Cedar River Water Trail Group.
<i>Hampton Township Park Grants and Master Plans</i>  Year: 2021 - Present Location: Hampton Township Vendor Role: Prime	<b>Planner</b> responsible for developing an overall park concept plan and a Michigan Department of Natural Resources (MDNR) grant application for improvements at Hampton Township Pondsides Park. Also responsible for designing improvements of the playground and a possible accessible canoe/kayak launch and a Michigan Department of Natural Resources (MDNR) grant application at Finn Road Park. The project included a final park master plan for Pondsides Park with a focus on design and visual rendering.



SIMILAR EXPERIENCE	
<p><i>Hamburg Township Grant Assistance and Parks and Recreation Master Plan</i></p> <p><b>Year:</b> 2019 - Present  <b>Location:</b> Hamburg Township  <b>Vendor Role:</b> Prime</p>	<p><b>Project Manager</b> responsible for writing several MDNR grant applications for the Township, updating the 2018 Parks and Recreation Master Plan, and providing concept designs for new park projects and renderings as requested by the Township. The update of the Recreation Plan is the required 5-year update and is currently in process. We assisted the Township by hosting an online community input survey and facilitated a special open house for comments on the parks as a part of the input process for the Recreation Plan. Outside of the Recreation Plan scope, the Township requested four concept plan renderings for additional pickleball courts at various location in their largest park. We conducted a site visit, designed the locations, and provided the final renderings for the Township to move forward with the project.</p>
<p><i>City of Grand Ledge Recreation Plan</i></p> <p><b>Year:</b> 2016 - 2022  <b>Location:</b> City of Grand Ledge  <b>Vendor Role:</b> Prime</p>	<p><b>Planner</b> responsible for updating the 2017 and 2021 City of Grand Ledge Recreation Plan. . Both updates were the required 5-year update. The 2017 was a more comprehensive update of the entire plan, while the 2021 focused on gathering public input. The City had specific public metrics in mind when we began the update, and we exceeded all those input metrics. The update also focused on updating the GIS maps within the plan including a section on walkability and non-motorized transportation, updating the goals and objectives, and refining the 5-year action program to reflect realistic projects for the next five years.</p>
<p><i>City of Saginaw Master Plan</i></p> <p><b>Year:</b> 2019 - 2022  <b>Location:</b> City of Saginaw  <b>Vendor Role:</b> Prime</p>	<p><b>Planner</b> responsible for updating the 2011 City of Saginaw Master Plan. The Master Plan was a full update that focused on revitalizing the Downtown Riverfront, non-motorized transportation connections throughout the City, and specific areas of redevelopment. The City placed a strong emphasis on public outreach for the Master Plan. Spicer Group was responsible for the creation of a city-wide survey, attendance at park/city events to collect public input, facilitating stakeholder meetings with over 20 groups/communities within the City, and holding a joint public input session between the City committees and commissions to take input on the Master Plan.</p>
<p><i>City of Grand Blanc Recreation Plan</i></p> <p><b>Year:</b> 2020 - 2021  <b>Location:</b> City of Grand Blanc  <b>Vendor Role:</b> Prime</p>	<p><b>Project Manager</b> responsible for the update of the 2021 Parks and Recreation Master Plan. This was the City's first recreation plan, previously they had been in a recreation authority with the Township and schools, however that authority dissolved. This plan was a chance for the City to kick-off their own recreation department and planning goals and really focus on their existing infrastructure. We held an open house for the master plan at the opening of the new splash pad, held an event at their summer food truck festival, and hosted an online community input survey. The plan had a focus reestablishing a foundation of parks and recreation internally and planning for realistic projects over the next 5 years.</p>
<p><i>City of Saginaw Bliss Park</i></p> <p><b>Year:</b> 2022 - Present  <b>Location:</b> City of Grand Blanc  <b>Vendor Role:</b> Prime</p>	<p><b>Planner</b> who worked with the City of Saginaw and multiple user groups to host a public input open house at Bliss Park. The goal of this open house was to invite community members to speak about their needs in a park environment as well as have a stake in the design and development of a historical place in their community. This was a great opportunity to learn more about the history of the park from the viewpoint of the community members. They shared insight on how the park has transformed throughout the years and how they envision the future of the park. Spicer heard from a wide variety of residents, user groups, and adjacent businesses whose proximity to the park plays a large role in the future of the park. From here, Spicer Group will continue to work closely with these stakeholder groups to create a park concept plan that fits the community's needs.</p>



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

**CONSULTANT - ITC COMMUNITY SPORTS PARK MASTER PLAN**

The City of Novi will receive sealed qualifications for **Consultant - ITC Community Sports Park Master Plan** according to the specifications of the City of Novi.

Sealed qualifications will be received until **12:00 P.M.** prevailing Eastern Time, **Wednesday, October 12, 2022.** Proposals shall be addressed as follows:

**CITY OF NOVI  
FINANCE DEPARTMENT**  
45175 Ten Mile Rd.  
Novi, MI 48375-3024

OUTSIDE OF MAILING ENVELOPE/PACKAGES MUST BE PLAINLY MARKED

**“RFQ – CONSULTANT – ITC COMMUNITY SPORTS PARK MASTER PLAN”**

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.

Tracey Marzonie  
Purchasing Accountant

Notice dated: September 21, 2022

**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  
REQUEST FOR QUALIFICATIONS**

**CONSULTANT - ITC COMMUNITY SPORTS PARK MASTER PLAN**

**INSTRUCTIONS TO PROPOSERS**

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

**IMPORTANT DATES**

RFQ Issue Date	September 21, 2022
Last Date for Questions	Monday, October 3, 2022 by 12 P.M. EDT Submit questions via email to: Tracey Marzonie, Purchasing Accountant <a href="mailto:tmarzonie@cityofnovi.org">tmarzonie@cityofnovi.org</a>
<b>Response Due Date</b>	<b>Wednesday, October 12, 2022 by 12 P.M.</b>
<b>Anticipated Award Date</b>	<b>November 28, 2022</b>

**QUESTIONS**

Please email all questions to the person listed above. Please put the name of the Bid/RFQ in the subject line. If you put 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 **one (1)** copy of your proposal. *FEE PROPOSALS MUST BE SEALED IN A SEPARATE ENVELOPE WHICH MAY BE SUBMITTED INSIDE MAILING ENVELOPE THAT HOLDS TECHNICAL PROPOSALS DO NOT INCLUDE ANY PRICING OR FEES IN YOUR TECHNICAL PROPOSAL.* No other distribution of the proposal will be made by the Contractor. Proposal must be signed by an official authorized to bind the Contractor to its provisions.

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

**CHANGES TO THE RFQ/ADDENDA**

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 the Finance Department, 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 Finance Department. 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 RFQ 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.

### **INELIGIBILITY OF IRAN LINKED BUSINESS**

Under 2012 PA 517, an Iran Linked Business, as defined therein, is not eligible to contract with the City and shall not submit a proposal.

### **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.

### **EXCEPTIONS**

The City will not accept changes or exceptions to the RFQ 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 RFQ documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the RFQ documents will be applicable during the term of the contract.

### **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)

The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

### **SELECTION PROCESS**

This document is a Request for Qualifications. 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.

### **PROPOSAL EVALUATION CRITERIA**

Proposals will be evaluated by the Qualifications Based Selection (QBS) process Qualifications using the following criteria:

1. Firm's current resource capability to perform the required services in a timely and compete basis, including work plan.
2. Demonstration of firm's understanding of the project requirements.
3. Evaluation of firm's background and resume of personnel to be assigned to project.
4. Experience with park design and community engagement.
5. Evaluation of at least three (3) references from the similar projects.

## **GENERAL CONDITIONS**

### **INSURANCE**

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful bidder 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.

### **CONTRACT RENEWAL**

No contract shall be automatically renewed at the end of any contract term.

### **NO EXCLUSIVE CONTRACT**

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option. The Contractor will not be reimbursed for any anticipatory profits should the City exercise this option.

### **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.

### **SHIPPING/HANDLING CHARGES**

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

### **INVOICING**

Invoices may be mailed to: City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375, OR emailed to: [invoices@cityofnovi.org](mailto:invoices@cityofnovi.org). *This email is to be used for invoices and statements only and not for any other type of communication or sales. We are unable to respond to any inquiries from this email.*

### **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 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 offeror 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 offeror or with any other Competitor; and
- (b) No attempt has been made or will be made by the offeror 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 offeror'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 offeror'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.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

#### **COPELAND "ANTI-KICKBACK" ACT**

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 2). (Applies to contract and subgrants for construction or repair)

#### **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Contractor shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Consultant shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24.

#### **NON-DISCRIMINATION**

The Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Agency and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract. 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 453) and will require a similar covenant on the part of any consultant or sub-consultant employed in the performance of this contract.

#### **PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY**

There shall be no religious worship or instruction as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for



Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.



## CITY OF NOVI

### CONSULTANT - ITC COMMUNITY SPORTS PARK MASTER PLAN

### SPECIFICATIONS

The City of Novi is soliciting proposals for qualified consulting firms to provide professional services to complete the ITC Community Sports Park Master Park Plan based on community, staff, and user group feedback.

Developed in 1996, the 74.08 acre park caters to active recreational pursuits. This park has eleven soccer fields, eight baseball fields, two tennis courts which can convert to four pickleball courts, and two basketball courts. It also includes one picnic shelter available for rent throughout the year. Two play structures, one near each entrance of the park, are also available with the most recent renovations occurring in 2020 to the south playground and 2021 to the north playground. ITC is also home to the trailhead of the ITC Corridor Trail, which is 4.66 miles long extending from the park north to south.

#### **SCOPE OF WORK**

The purpose of this RFQ is to find a qualified consultant to develop and design conceptual plans for renovations at ITC Community Sports Park. This is a multi-use park meant for “all of Novi” and the plans are expected to incorporate a variety of elements including, but not limited to, soccer fields, baseball/softball diamonds, tennis/pickleball courts, basketball courts, playgrounds, and redesigned parking and pathways.

Upon approval by City Council and the Consultant Review Committee, the selected consultant shall perform the following tasks:

##### Task 1 - Project Initiation

The consultant shall attend a scope verification meeting with City staff to understand the expectations for the park renovation.

##### Task 2 - User Group & Community Meetings

The consultant shall designate and host meetings with City staff, community user groups, and the public. They shall include a minimum of one user group focus meeting, one public meeting, and supplemental information as necessary. Supplemental information can be gathered by the consultant via a survey, the City's Website, or other avenues.

##### Task 3 - Project Analysis

The consultant shall perform a site analysis based on factors such as topographical surveys, electrical and water capability, existing facilities, and development costs. The consultant shall prepare final concept plans using comments from the scope verification meeting, community user group meeting, public input, PRCS Commission, and City Council. Detailed cost estimate breakdowns should be included for site prep, construction, infrastructure, etc.

## **DELIVERABLES**

The consultant shall provide a minimum of three conceptual plans and project budgets for an initial presentation to PRCS Commission for review and comment on **Thursday, July 21, 2023**. After getting feedback, it is anticipated the consultant will present a final plan to City Council for approval in **August 2023**.

## **PROPOSAL EVALUATION CRITERIA**

Proposals will be evaluated using the following criteria through a QBS system:

1. Firm's current resource capability to perform the required services in a timely and complete basis, including work plan
2. Demonstration of firm's understanding of the project requirements
3. Evaluation of firm background and resume of personnel to be assigned to project
4. Experience with park design and community engagement
5. Evaluation of at least three (3) references from similar projects



**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. 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 on \_\_\_\_\_ and end on \_\_\_\_\_. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments at the same prices, terms, and conditions of the original contract.

**Article III. Contract Price and Payment.**

- A. Subject to the terms and conditions of this Contract, the Client agrees to pay Consultant in the amount, manner, and according to the timing for making such payments set forth in Schedule A (referred to in this Contract as "payments"). Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract.
- B. Consultant acknowledges that the attached Schedule A includes certain "pay for performance" provisions. Project plan reviews shall be due fifteen (15) days from the date of delivery to Consultant by the City (or by an applicant directly) of all materials necessary to complete a plan review assignment. For project plan reviews delivered on time, Consultant shall be entitled to 100% of the fee established for the review. On time delivery of reviews means delivery to the City employee responsible for coordination of a project on or before the due date. Late delivery of a project plan review shall entitle the City to reduce the fee paid to Consultant by five (5%) percent for each day the review is not delivered on time not to exceed \$500 per day. At Consultant's request, in unusual circumstances in which delivery of the review on time is prevented by circumstances beyond Consultant's control, such as a delay in required response(s) by other consultants or City employees, this reduction may be waived by the City Manager or his or her designee. Consultant may also request an

## SAMPLE AGREEMENT

extension of the project due date in advance, in the case of an usually extensive or complicated review or project.

The attached Schedule A also contains an enhanced fee in the event the City requires an expedited project plan reviews. However, the provisions set forth above for late delivery shall apply to expedited reviews if not delivered on time.

- C. The Client agrees to pay Consultant amounts due within thirty (30) days of receipt of an itemized billing/invoice from Consultant detailing all work performed and provided in connection with the billing and the hours and charges applicable to each such item of work. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.
- D. All costs and expenses incurred by Consultant in the course of performing the work under this Contract are deemed to be included in the hourly fees and amounts set forth in Schedule A, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee.
- E. Consultant will obtain written approval of the Client prior to proceeding with any services or work that is not stated on Schedule A; otherwise the Client will not be billed for such extra/additional services or work.
- F. Payments shall be made upon verification of invoices received by the Client. All payments to Consultant shall be submitted by mail at Consultant's address first listed above, unless Consultant provides written notice of a change in the address to which such payments are to be sent.

### **Article IV: 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 30<sup>th</sup> calendar day following the date of the written notice of such termination.
- B. In the event this Contract is terminated prior to completion of the work, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Consultant for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Consultant continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination. Additionally, termination shall not relieve Consultant of its obligation to provide Client with all of the plans and product generated under this Contract through the effective date of termination. Articles V, VI, VII and VIII of this Contract shall survive completion of the work and any termination of this Contract.



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

**Article V: 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 VI: Liability and Insurance.**

- A. Consultant agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or

recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Consultant in performing or failing to perform the work, or (ii) civil damages which arise out of any dispute between Consultant and its subcontractors, affiliates, employees or other private third parties in connection with this Contract.

- B. Consultant shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule 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 VII: 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 VIII: 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 IX: General Provisions.**

## SAMPLE AGREEMENT

- 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. 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.
- E. Dispute Resolution/Arbitration. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.
- F. 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.
- G. 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:

**SAMPLE AGREEMENT**

Client: City Manager Peter E. Auger and City Clerk Maryanne Cornelius  
Consultant:

- H. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.
- I. 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.
- J. 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.
- K. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

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

**WITNESS/DATES OF SIGNATURE:**

**City of Novi ("Client"):**

\_\_\_\_\_

By: \_\_\_\_\_  
Robert J. Gatt, Its Mayor

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Cortney Hanson, Its Clerk

Date: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_  
**("Consultant"):**

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Its \_\_\_\_\_

Date: \_\_\_\_\_



**CITY OF NOVI  
PROPOSAL FORM**

**ITC COMMUNITY SPORTS PARK MASTER PLAN**

We the undersigned as bidder, propose to furnish to the City of Novi, according to the conditions and instructions attached hereto and made a part thereof according to the attached terms and conditions.

**A. Company** \_\_\_\_\_ \$ \_\_\_\_\_

**Delivery** \_\_\_\_\_

**We acknowledge receipt of the following Addenda:** \_\_\_\_\_  
(please indicate numbers)

**Exceptions to specifications** (all exceptions must be indicated here):

---

---

**Comments:** \_\_\_\_\_

---

---

---

---

---

**NON-IRAN LINKED BUSINESS**

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an

“Iran linked business,” as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) that I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

Company (Legal Registration) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Representative's Name \_\_\_\_\_

Representative's Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_

E-mail \_\_\_\_\_

Date \_\_\_\_\_