



Phone: (248) 880-6523
E-Mail: dnecci@drnarchitects.com
Web: drnarchitects.com

DRN & ASSOCIATES, ARCHITECTS, PC

50850 Applebrooke Dr., Northville, MI 48167



CITY OF NOVI

CONSULTANT - ARCHITECTURAL FAÇADE SERVICES

PROPOSAL

May 22, 2024

City of Novi
45175 W. 10 Mile Rd.
Novi, MI 48375

Attn: Tracy Marzonie – Purchasing Manager

Re: Consultant - Architectural Façade Services RFP

Dear Mrs. Marzonie,

As Novi's current Facade Consultant, DRN & Associates has a proven track record of providing review services for the City of Novi. DRN is currently providing the services covered under this RFP. We are extremely proud of the excellent relationship we have established during our many years of working with your Community Development team. We are confident that the renewal of the Façade Consultant Contract will result in a continuity of services that will benefit the City and its clients. If awarded this contract we look forward to maintaining our record of timely response, quality reviews, and constructive interaction with City staff and applicants.

DRN & Associates PC is pleased to submit the following Proposal for Architectural Façade Consultant Services and proposes to perform all services outlined in your RFP entitled "Consultant - Architectural Façade Services", dated May 6, 2024.

BACKGROUND AND EXPERIENCE

Reviews will be performed by Douglas R Necci, AIA. Mr. Necci is a licensed Architect and an Act 54 Certified Plan Reviewer in the State of Michigan, and as such possesses the qualifications required to perform the work under this Contract. Mr. Necci has completed the continuing education requirements required for the Act 54 Certification. This together with his 35 years of service to the City of Novi demonstrates his unique ability to perform the duties called for in this RFP. Please refer to **Appendix A** for Mr. Necci's resume, portfolio of projects, and copies of current licenses.

Review Philosophy – It is our experience that the review process flows more smoothly if a few basic rules are observed. Obviously, the reviews must be fair and consistent. But just as importantly, they must be delivered in a timely manner. Our experience is that while unfavorable reviews are never really welcomed by applicants, a timely response is always appreciated and encourages constructive dialogue. Conversely, an incomplete review delivered quickly accomplishes little. There is nothing more frustrating to an applicant that issues being raised in a second or third review that were present on the plans in the first review but not addressed. DRN believes that the reviewer should assist the applicant in achieving compliance by giving input and guidance. For this reason applicants may be contacted during the review process to discuss methods of achieving code compliance. Such communications are always routed through City staff. Suggestions will be provided whenever possible. The goal is to achieve compliance after no more than one follow-up review. This can only be achieved with constructive dialogue between the plan reviewer, city staff and the applicant.

Scope Of Services

1. **Similar / Dissimilar Ordinance Reviews** – The Similar/Dissimilar Ordinance applies to all single-family detached dwellings. This Ordinance has been in effect for nearly 30 years and has contributed significantly to Novi's unique and high valued residential market. Mr. Necci has in fact provided these reviews for most of this period.

The Similar/Dissimilar Ordinance is intended to produce a diversity of homes within a given subdivision while maintaining consistency in the quality of materials, square footage, and overall aesthetics. The review requires a visual comparison between the proposed façade and the facades on file for adjacent homes. The proposed façade must exhibit an acceptable degree of dissimilarity in geometric form and architectural features while maintaining consistency in the quality of materials and square footage. Our extensive files of prior residences, together with a knowledge of past compliance

decisions, are key to maintaining the accuracy and consistency of these reviews. In cases of non-compliance the applicant is contacted through City staff and recommendations are made to achieve compliance. In this manner rejections are a means of last resort and seldom occur. While this requires more time and effort, it is essential to being pro-active and providing better service to the City's and its clients.

2. **Façade Ordinance Reviews** - As Novi's Façade Consultant, we believe our principal responsibility is to assist the Planning Staff in maintaining the high quality of architectural design that is expected in Novi. The Façade Ordinance provides a basic template for accomplishing this goal by encouraging high quality materials such as brick and stone, discouraging materials of lesser quality, and prohibiting certain undesirable materials. The Ordinance also takes into consideration colors, context with the surrounding buildings and environmentally sustainable design. In addition to new buildings, canopies, roof equipment screening, dumpster enclosures, additions and alterations are subject to the Ordinance. While this provides an excellent framework, it is not a guaranteed formula for quality architecture. Therefore, we look at every application through the eyes of an Architect. If a building does not meet these standards DRN, through City staff, attempts to resolve the deviations with the applicant. This is always done within the context of the Ordinance without imposing our own design preferences on the applicant. We are happy to offer suggestions and find that in most cases this dialogue is welcomed by the applicant and results in a constructive outcome. We are very proud of our record of encouraging applicants to improve aesthetic quality in a friendly and constructive way.

In cases where the proposed design meets the intent of the Ordinance but not the strict percentages of the Facade Chart, a "Section 9 Waiver" recommendation is provided. In these waiver letters, consideration is given in a concise manner to assist the Planning Commission in forming a motion. When we are unable to recommend a waiver, a negative recommendation letter is provided. A negative recommendation will always include a detailed explanation of how the design was inconsistent with the Ordinance and give some direction on how compliance may be achieved.

Façade reviews will include Section 5.15 "The Façade Ordinance", as well as the additional facade requirements found in Section 1602.7 and 1602.9 for buildings located in the TC and TC-1 Districts, and applicable sections of the Suburban Low Rise Ordinance.

Façade Inspections – Façade Inspections are intended to assure that the materials and colors approved by the Planning Commission are in fact used on the building. All applications include a façade material sample board which becomes part of the record documents. Inspections will be performed by DRN to verify that the materials and colors installed on the building are consistent with the approved sample board. The inspection reports will include a photograph of the building.

3. **Michigan Residential Code Reviews** - Residential plans will be reviewed for compliance with the current 2015 Michigan Residential Code (MRC) and the current Michigan Uniform Energy Code (MUEC). We will familiarize ourselves and review under any new codes that may be adopted during the Contract period.

Maintaining the quality of these reviews requires a thorough knowledge of the Building Code, including the periodic updates, interpretations, and changes that are an integral part of the Building Code process. Mr. Necci has been Michigan ACT 54 certified as a Plan Reviewer since 1999 and attends the continuing education classes required to maintain this certification. In addition, Mr. Necci uses the Building Code on a daily basis as a practicing Architect. This professional experience adds awareness from the applicant's perspective and contributes to the overall quality of the plan review process.

Completion Times – DRN understands that time is of the essence for maintaining quality of services. All reviews and reports will be completed within the timeframes as listed below. DRN is very proud of our history of timely delivery of all services.

- Similar / Dissimilar Ordinance (Item 1) and Michigan Residential Code (Item 3) reviews will be performed concurrently and will be delivered within 10 business days. Subsequent follow-up reviews will be delivered within an additional 10 business days.
- Façade Ordinance reviews (Item 2) will be delivered within 12 business days. Subsequent follow-up reviews will be delivered within an additional 10 business days.
- Façade Ordinance Inspections will be performed within 1 working day (24 hours) and the written report of the inspection will be delivered within 2 business days (48 hours) from the time of the written (emailed or faxed) inspection request.
- When requested by the City to occasionally expedite any given review or report, such reviews will be completed within 5 business days.

Electronic Submittals – In order to help facilitate a transition to paperless processing of Similar / Dissimilar and Michigan Building Code applications, DRN proposes discounted fees for electronic submittals. We hope the reduced fees will incentivize applicants to use this more environmentally sustainable approach. Electronic submittals will significantly reduce the high volume of large-format prints that currently occur with each application as well as reducing storage space requirements. In recent months, together with Building Department staff, we have handled several reviews in this manner, as a “test case”. As a result, we will be able to “hit the ground running” if this approach is selected. This is simply an option that we offer as part of this Proposal; we are happy to use whatever approach the City desires.

Other Services:

Attendance at (Tuesday) Staff and Consultant Meetings - DRN will regularly attend the bi-weekly (Tuesday) Staff/Consultant meetings. Current and upcoming projects are discussed during this meeting which serves an essential role in keeping all staff and consultants working as a team. Obviously, there is no charge when a Tuesday meeting is cancelled.

Attendance at City Council and Planning Commission Meetings - DRN will attend Planning Commission and City Council meetings when requested. Attendance is typically required only when City staff believes that Facades are likely to be discussed in greater detail. This may occur when an application fails to qualify for a Section 9 Waiver and/or a negative recommendation letter has been written. We welcome the opportunity to assist City staff during these meetings. DRN has demonstrated the ability to address the concerns of the Planning Commission and the applicant when called upon during these meetings.

Additional Meetings, Expert Witness, Ordinance Revisions – DRN will attend any scheduled meetings not specified above, including applicant pre-application meetings, provide expert witness representation, and assist City staff in making Ordinance revisions (paragraph a.1 above) for the hourly rates listed in the Fee Proposal. Please note that this is the only category of service provided by DRN requiring hourly compensation; all other services are covered by fixed fees.

We understand that on occasion meetings must be arranged on a moment's notice. DRN takes great pride in maintaining prompt availability for all meetings. As always, meeting with applicants and staff to resolve issues related to a specific façade application will be provided at no additional charge. DRN understands that on occasion it may not be practical to collect additional fees from the applicant for certain meetings. We will continue our record of accommodating these situations without charge. Aside from the aforementioned meetings we will continue our "informal" communication with City staff as part of our frequent pick-up and delivery visits to the City.

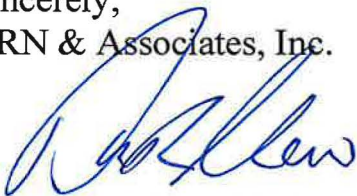
Façade Ordinance Maintenance – Over the history of the Façade Ordinance DRN has assisted in various refinements and improvements to the Ordinance. DRN understands that this is an ongoing process and stands ready to assist City staff in making additional improvements as required. DRN maintains a record of all issues that we have encountered since the previous amendment and anticipates that these will be evaluated during the next Ordinance amendment opportunity.

Insurance - DRN & Associates, Architects PC holds the insurance required for this Contract. Please refer to **Appendix B** for an example certificate of insurance. Please note that DRN does not currently require Workman's Compensation Insurance. We will be happy to discuss this matter and it will be provided if required.

We are always available to discuss methods of improving service and stand ready to offer suggestions to the same goal.

In closing, we would like to sincerely thank you for the opportunity to serve the City of Novi as your Façade Consultant and pledge our continued high level of commitment if awarded this contract.

Sincerely,
DRN & Associates, Inc.



Douglas R. Necci AIA – President

Attachments:

Appendix "A" – Douglas R. Necci Resume w/ Portfolio of Projects

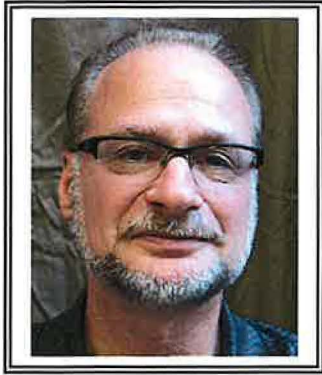
Appendix "B" – Certificate of Insurance

Appendix "C" – State of Michigan Licenses; Architect and Plan Reviewer

Appendix “A”

Douglas R. Necci Resume w/ Portfolio of Projects

DOUGLAS R. NECCI, A.I.A.



Mr. Necci is Owner of DRN Architects of Novi, MI. Prior to starting his own firm Mr. Necci served as Vice President and Director of the Architectural Services for multi-discipline firms with staff of up to 75 people. He has worked with clients in both the private and municipal sectors and currently serves as Façade Consultant to the City Novi, Michigan. His professional experience spans over 30 years with a design portfolio (attached) covering a broad spectrum of commercial, institutional, residential, and industrial projects.

Education: University of Detroit, Detroit, MI – Bachelor of Science in Architecture, 1977

Professional Licenses:

Michigan Licensed Architect (No. 29061)
Arizona Licensed Architect (No. 47320)
Michigan Act 54 Certified Plan Reviewer (No. 5607)

Professional Affiliations:

American Institute of Architects
Michigan Society of Architects

Experience:

2008 - Present:	Owner, DRN & Associates P.C., Architects 50850 Applebrooke Dr., Northville, MI 48167 Phone: (248) 880-6523
2005-2008:	<u>Director of Architectural Services</u> , METCO Services, Inc., Farmington, MI.
1986-2005:	<u>Vice President</u> , JCK & Associates, Novi, MI.
1985-1986:	<u>Project Architect</u> , Micuda - Hampton Associates, Pontiac, MI.
1984-1985:	<u>Designer</u> , Minoru Yamasaki & Associates, Troy, MI.
1977-1985:	<u>Architectural Section Manager</u> , Spalding DeDecker & Associates, Madison Heights, MI

Recognition: State of Michigan Corporate Citizen of the year, 2004

MAJOR PROJECTS

**ESTIMATED
COST**



Exotic Automation Lyon Twp., MI

This project features a 30,000 SF 2-story office and 100,000 SF Shop. Our services included 3D CADD modeling and Virtual Reality presentations. Groundbreaking is scheduled for February of 2019.

\$9 Million



MAJOR PROJECTS		ESTIMATED COST
	The New Victorian Northville, MI Designed to harmonize with the rich historical context of downtown Northville Michigan, this mixed-use project consists of commercial office space on the ground floor and eight luxury condominiums on the upper floors. Northville's strong historical authenticity is zealously guarded by the City's Commissions. The design blends seamlessly with Northville's Victorian charm and won acclaim from the city commissions.	<i>\$1.5 Million</i>
	Koyo Steering Plymouth Township, MI This project featured a two-story addition to and existing building on a site with severe topographic and geotechnical limitations. The project as delivered via a Design / Build relationship between the Architect and the Builder, the Obayashi Corporation, of New York, NY. The owner demanded extensive oversight of schedule and budgetary constraints. The project was delivered on time and within budget.	<i>\$5Million</i>

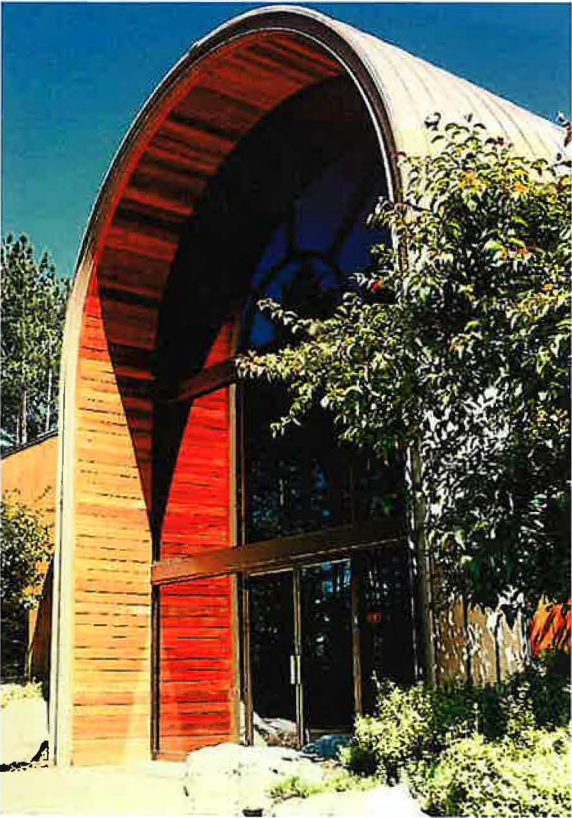
MAJOR PROJECTS		<u>ESTIMATED COST</u>
	<i>The Bharatiya Temple</i> Troy, MI This ongoing project features unique, highly ornamented Hindu-style architectural and cutting edge utilization of modern mold-cast products for building façade cladding.	\$10 Million
	Schupan International Milford Township, MI This waste recycling facility consisted of an approximately 200,000 S.F. shop area constructed using a pre-engineered building system, and a 7,000 S.F. office using conventional construction. Architectural Services were provided via “Design Build” approach.	\$5 Million
	Pinnacle Office Condominium Wixom, MI The client for this project was a Design-Build firm also acting as Owner. The project offers office / research condominiums and consists of 18 suites in two buildings. Each suite offers mezzanine space as well.	\$2 Million
	Orion Business Park Orion Township, MI This project featured front accesses light industrial suites in condominium style ownership.	\$250,000.00

	Warren Community Center Warren MI <i>The project combines the reuse of an abandoned high school building with new additions. This "adaptive reuse" resulted in a cost savings of approximately 25%, or approximately \$6 Million, compared to all new construction. And a neighborhood liability was converted into a community asset in the process.</i>	\$25 Million
	Warren Community - Center Aquatic Facility Warren MI The facility includes a state-of-the-art indoor aquatic center featuring the largest indoor water slide in north America, a lap pool used for senior aerobics and other activities, and a 20 person whirlpool.	
	Warren Community Center –Library Warren MI Part of the old high school was “adapted” into a modern library. The library features a computer area and a café.	

	Genoa Office Building Genoa Township, MI <i>A 15,000 S.F. office completed in 2007.</i>	\$2.7 Million
	Washtenaw Shopping Center Ann Arbor, MI A strip retail project that received the Beatification award from the city in the year completed.	\$1.7 Million
	Boulevard Office Rochester Hills, MI This project was constructed on a site with extensive wetlands and woodlands. This required the coordinated efforts of multiple specialized disciplines including Architecture, Civil, and Environmental. The design responded to extensive woodlands and wetlands, as well as spotted turtle habitat and floodplain issues. The project was acclaimed by the City of Rochester Hills as one of the most environmentally sensitive projects in their memory.	\$7.5 Million
	Toupin Bros., Dental Offices Novi, MI This client asked for an office that would make him and his clients feel as if they were going up-north, on vacation.	\$450,000.00

Douglas R. Necci - Project Portfolio

	Asahi Glass Ypsilanti Township, MI -	\$1.5 Million
	Lakes Area Assembly of God Commerce Twp., MI This building uses an economical Pre-Engineered Building System with custom architectural enhancements. The design includes phased construction to permit easy future expansion.	\$2 Million
	Vitex Security Corp. Commerce Twp., MI Corporate headquarters for security company in Commerce Township, MI. This client requested a Frank Lloyd Wright	\$950,000.00
	Courtyard Manor Assisted Living Facilities in Wixom, Sterling Heights, Auburn Hills, Farmington Hills, & Livonia, MI The projects were constructed over the span of approximately 10 years serving the same client. Each featured a prototype building adapted for the particular site.	\$30 Million

	Pinewood Light Industrial Condominiums, Commerce Township, MI	\$1.8 Million
	Eye Care Clinic Brownstown Township, MI A 15,000 S.F medical office building.	\$400,000.00
	Continuity Programs Incorporated Commerce Township, MI -	\$1.3 Million

	<i>Dr. Bal Gupta Residence</i> <i>Bloomfield Hills, MI</i>	<i>\$1.0 Million</i>
	Dr. Ved Singla Residence West Bloomfield Township, MI -	\$1.0 Million
	Private Residence Novi, MI	\$500,000.00

Appendix “B”

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861		CONTACT NAME: Certs@pciaonline.com PHONE (A/C, No, Ext): (800) 969-4041 FAX (A/C, No): (800) 969-4081 E-MAIL ADDRESS: Certs@pciaonline.com	
INSURED D.R.N. & Associates, 50850 Applebrooke Dr. Northville MI 48167		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Co INSURER B: XL Specialty Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 29424 37885	

COVERAGES **CERTIFICATE NUMBER:** 23-24 All **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X	Y	35SBUVS0422	10/15/2023	10/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			35SBUVS0422	10/15/2023	10/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			DPS9986239	10/15/2023	10/15/2024	Per Claim \$ 1,000,000 Ann Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Consultant - Architectural Façade Services.
are considered additional insured's with respects to general and auto liability coverages as long as required within a written contract. Waiver of subrogation in favor of certificate holder and additional insured's as long as required within a written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Novi 45175 W. 10 Mile Rd. Novi, MI 48375 dnecci@drnarchitects.com	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mike Cosgrove/SUNNY <i>Michael Cosgrove</i>

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Appendix “C”

State of Michigan Licenses

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes

Q077679

REGISTERED CODE OFFICIAL AND INSPECTOR

DOUGLAS R NECCI
50850 Applebrooke Drive
Novi MI 48167

CATEGORIES:

Plan Reviewer Building
Plan Reviewer Electrical
Plan Reviewer Mechanical
Plan Reviewer Plumbing

License No.
5607

Expiration Date:
09/16/2024

This document is duly
issued under the laws of the
State of Michigan

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
ARCHITECT LICENSE

Q495324

DOUGLAS R NECCI

LICENSE NO.
1301029061

EXPIRATION DATE
04/20/2025

2321040101

THIS DOCUMENT IS DULY
ISSUED UNDER THE LAWS OF
THE STATE OF MICHIGAN



CITY OF NOVI
RFP - CONSULTANT ARCHITECTURAL
FACADE AND RESIDENTIAL PLAN REVIEW
SERVICES

FEE PROPOSAL FORM 2024

We, DRN Architects propose to furnish to the City of Novi services consistent with the Request for Proposals dated May 6, 2024.

A. Single Family Detached Dwelling Units (Building Department)	Current Rate	Proposed rate
a. Single Family Facade		
i. Similar/Dissimilar Review	\$120	\$ <u>145.00</u>
ii. Additional Reviews	\$95	\$ <u>95.00</u>
iii. Review of Rear Facade only	\$35	\$ <u>35.00</u>
b. Code Review		
i. Michigan Residential Code (MRC) Reviews (Note 1)	\$140	\$ <u>165.00</u>
ii. Additional Reviews	\$115	\$ <u>115.00</u>

Note 1 - Michigan Energy Code Review, Brick Ledge, and Top of Footing Review are included. Brick ledge and Top of Footing reviews consist of examining elevations on approved Plot Plan to correspond to sectional view showing elevation of brick ledge on foundation.

B. Commercial Building Architectural Review	Current Rate	Proposed rate
a. Facade Reviews (Note 2)		
i. Buildings up to 5,000 S.F.	\$300 each	\$ <u>300.00</u>
ii. Buildings 5,001 to 15,000 S.F.	\$700 each	\$ <u>700.00</u>
iii. Buildings 15,001 to 50,000 S.F.	\$1100 each	\$ <u>1,100.00</u>
iv. Buildings 50,001 S.F. and above	\$1300 each	\$ <u>1,300.00</u>

	Current Rate	Proposed rate
v. Awning or canopy addition/change	\$300	\$ <u>300.00</u>
	(includes inspection)	
b. Inspections		
i. Site Inspections Material Sample Board Compliance	\$165/2 trips/building	\$ <u>165.00</u> 2 trips/building

Please provide total cost for inspection, even if two trips are anticipated.

Note 2 – Multiple buildings on the same submission shall be treated as separate submissions. Reviews of the initial response from the applicant are included in above fees. Additional resubmissions for the same project shall receive full additional flat rate fees.

C. Additional Services	Current Rate	Proposed rate
a. Attendance at (Tuesday) Staff/Consultant meetings	\$ 250/meeting	\$ <u>250.00</u>
b. Attendance at Council or Planning Commission meetings	\$ 400/meeting	\$ <u>400.00</u>
c. Additional meetings/Expert Witness/Ordinance revisions	Hourly	(provide schedule)
d. Continuing education for Public Act 407 Registration	No Charge	\$ <u>N/C</u>
e. In house staff training	No Charge	\$ <u>N/C</u>

D. Personnel hourly rate classifications

Please attach a schedule of hourly rates for all involved personnel, including Licensed Architect and Act 407 Certified personnel.

We acknowledge the following addenda (please indicate addenda numbers) Addendum No. 1 dated 5/14/24

Comments DRN proposes the following discounted fee for electronic (paperless) submittals:
Similar / Dissimilar Review \$120.00
Michigan Building Code Review \$140.00

Submitted by:
Company (Legal Registration) DRN & Associates Architects, PC
Address 50850 Applebrooke Dr,
City Northville (Novi) State MI Zip 48167
Telephone (248) 880-6523 Fax (248) 596-1944
Representative's Name (please print) Douglas R Necci
Representative's Title President
Representative's Signature 
E-mail dnecci@drnarchitects.com
Date 5/22/24



Phone: (248) 880-6523
E-Mail: dnecci@drnarchitects.com
Web: drnarchitects.com

DRN & ASSOCIATES, ARCHITECTS, PC

50850 Applebrooke Dr., Northville, MI 48167



RATE SCHEDULE (2024)

CONSULTANT - ARCHITECTURAL FAÇADE SERVICES

CITY OF NOVI

Licensed Architect	\$125.00/ Hr.
ACT 54 Certified Plan Reviewer	\$95.00/Hr.
Expert Witness	\$150.00/Hr.
Graduate Architect	\$95.00/Hr.

DRN & Associates, Inc.

Douglas R. Necci AIA – President



NOTICE - CITY OF NOVI
ARCHITECTURAL FACADE CONSULTANT
AND RESIDENTIAL PLAN REVIEW SERVICES

REQUEST FOR PROPOSALS NOTICE

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

IMPORTANT DATES

RFP Issue Date	Monday, May 6, 2024
Last Date for Questions	Monday, May 20 by 12:00 p.m. Submit questions via email to: Barbara McBeth bmcbeth@cityofnovi.org
Response Due Date	Thursday May 23, 2024 at 3 p.m.
Anticipated Award Date	Monday June 17, 2024

DESCRIPTION:

The City of Novi, Michigan is soliciting qualified consulting firms to submit a proposal to provide Architectural Facade Consulting services. Novi has experienced recent substantial growth and development with dynamic residential, commercial and corporate activity. The City requires sound planning and high-quality design. The consultant will provide supporting professional architectural facade and advisement services through the conservative use of City resources to the City's Planning and Building Divisions, as well as the Planning Commission and City Council, consistent with Novi's Zoning Ordinances and state building code requirements. More community information is available on the City's website, cityofnovi.org.

NOTICE TO PROPOSERS

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

INSTRUCTIONS

QUESTIONS

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

TYPE OF CONTRACT

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

CHANGES TO THE RFP/ADDENDA

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

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

PROPOSAL SUBMITTALS

Provide **one (1)** unbound signed proposal to:

CITY OF NOVI

FINANCE DEPARTMENT

45175 Ten Mile Rd.

Novi, MI 48375-3024

FEE PROPOSALS MUST BE SEALED IN A SEPARATE ENVELOPE. 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.

SUBMISSION OF PROPOSALS

To be considered, sealed proposals must be submitted, as specified in the Instructions section on or before the specified time and date. There will be no exceptions to this requirement. Faxed, emailed, or telephone proposals are not acceptable. The City of Novi

shall not be held responsible for lost or misdirected proposals. The City reserves the right to postpone an RFP opening for its own convenience.

Proposals must be clearly prepared and legible and must be signed by an Authorized Representative of the submitting Company on the enclosed form when one is provided in the RFP documents. Proposals must show unit and total prices when requested. In case of mistakes in price extension, unit pricing shall govern. *ANY CHANGES MADE ON THE PROPOSAL FORM MUST BE INITIALED OR YOUR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.*

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

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

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

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

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

USE OF THE CITY LOGO IN YOUR PROPOSAL IS PROHIBITED.

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.

CONSIDERATION OF PROPOSALS

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

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

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

RESPONSIVE PROPOSALS

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

EXCEPTIONS

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

CONTRACT AWARD

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

After contract award, notification will be posted on the MITN website at www.mitn.info.

SELECTION PROCESS

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

GENERAL CONDITIONS

INSURANCE

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful proposer prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment B is to be provided to the City and remain in force during the entire contract period.

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.

The following exception shall apply to installation projects: When sales tax is charged to the successful proposer for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

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. *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 RFP is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

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

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

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the 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/she 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/she 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.



THE CITY OF NOVI, MICHIGAN

REQUEST FOR PROPOSALS

ARCHITECTURAL FACADE CONSULTANT AND RESIDENTIAL PLAN REVIEW SERVICES

- A. The Novi community and organization.** The City of Novi, MI (66,000 estimated population, located in Oakland County, SE Michigan) seeks highly qualified firms to provide Architectural Facade Consulting and Residential Plan Review services. Novi has experienced recent substantial growth and development with dynamic residential, commercial and corporate activity. The City requires sound planning and high-quality design. The consultant will provide supporting professional architectural facade and advisement services through the conservative use of City resources to the City's Planning and Building Divisions, as well as the Planning Commission and City Council, consistent with Novi's Zoning Ordinances and state building code requirements. More community information is available on the City's website, cityofnovi.org.
- B. Scope of Work.** The following describes duties and responsibilities of the Architectural Consultant and should be the basis for your proposal:
1. Similar/dissimilar ordinance review for residential construction. Most new single-family homes must be in compliance with the similar/dissimilar ordinance of the City.
 2. Exterior building wall façade materials reviews, reports, and field inspections for commercial, industrial, and residential projects as part of the City's site plan review process.
 3. Consultant must be able to complete Michigan Residential Code Reviews and Similar/Dissimilar ordinance review for residential construction, including all written documentation and reports to City, within ten (10) business days from receipt.
 4. Consultant must be able to complete all site plan reviews, including all written documentation and reports to City, within twelve (12) business days from receipt. Consultant must be able to complete all field inspections within two (2) working days from receipt. A penalty will be applied by the City for each day the review is not delivered on time by Consultant. Subsequent follow-up reviews must be completed within the same timeframe. The same penalty shall apply if this review timeline is not met by Consultant.
 5. At the request of the City, Consultant must be able to complete some written reviews and reports within five (5) business days to meet an expedited schedule as determined by the City.

6. Coordination with all other disciplines (e.g., Planners, City Attorneys, Building Inspectors, Engineers).
7. Michigan Residential Code Reviews – New Single-Family Homes/Townhomes Only - To include necessary reviews to verify compliance with the Michigan Residential Code to include but not limited to the following: structural plan review, overall code compliance, Michigan Uniform Energy Code compliance, ordinance compliance and provide plan review report attached to approved plans. The residential reviews include are to include plumbing systems, electrical systems, HVAC systems and ACCA Manual J-2002 for heating/cooling systems.
8. Must be able to provide court testimony for ordinance enforcement, litigation, etc.
9. Attend public meetings, hearings, homeowner association meetings, etc. as directed and coordinated by the City of Novi.

All individuals assigned to the City of Novi must meet Public Act 407 State of Michigan Registration requirements for building code review and all applicable State and local requirements.

- C. Background and Experience.** A registered architect must be identified as one of the principals who would be assigned to the City of Novi. Individuals must meet Public Act 407 State of Michigan Registration requirements for building code review and all applicable State and local requirements.

In the response to this RFP, proposer is to provide the name of a lead contact who will be assigned to the City of Novi for coordination and accountability and a list of employees that would be dedicated to Novi projects. Provide resumes for this lead contact and for all members of your firm who would be involved in the City of Novi work. Detail qualifications of staff and provide a description of your public sector and municipal experience.

Submit Act 407 Certification of staff with your proposal or indicate your ability to achieve such certification before contract is let. Please list professional affiliations and provide professional licenses with your proposal. Provide names and contact information for three professional references.

- D. Term of Engagement.** The term of the agreement would be for three years. Upon mutual consent, the contract may be renewed at the same terms and conditions for two additional one-year terms, serving at the pleasure of the City of Novi, with a 30-day cancellation option by either party.

- E. Fee for Services.** Provide, in a **separate sealed envelope**, a proposed compensation schedule to include:

- The cost for attendance at meetings
- For the convenience of the proposer, a fee schedule which shows all current associated fees (in effect for the past three years), and a fillable section for proposed fees from the Consultant is provided.

- The hourly cost to provide the remaining services indicated in Section B (Scope of Work)
- Proposals based on a retainer fee system will not be considered.
- Economy and efficiency in the proposed fee structure is encouraged.

Fees are to be effective for the three-year term of the agreement. Fees are open to review and negotiation by mutual agreement of the firm and the City for the renewable additional two, one-year terms. The fee structure shall be set up as a fee for successfully completed work, including minor adjustments to the review reports as requested by the City, and any field inspections completed with a report provided. The fee must be per the fee schedule if indicated, or itemized (dates, hours, work completed) if not otherwise indicated.

F. Proposal Evaluation. Proposals will be evaluated based upon:

- The firm's ability to perform required services and description of the work plan
- Assigned personnel
- Related public/municipal experience
- Budget, cost controls experience
- Potential/current project conflicts

The City has the right to accept or reject any or all proposals at its discretion. A team of City of Novi staff will review proposals of firms and make a recommendation. At that point, fees will be opened and terms will be negotiated and a recommendation made to the Consultant Review Committee of the City Council. The Consultant Review Committee will review the staff recommendation and make a recommendation to the full City Council for consideration and action.

G. Disclosures. Consultant is asked to indicate any existing or potential conflicts of interest with the City and other private parties you represent. Detail current municipal contracts within Oakland, Macomb, Genesee, Wayne, Washtenaw, and Livingston County. Detail property and assets owned by the firm within the City of Novi.

H. Insurance Requirements. See Attachment B.

Attachments. Attachments to this Request for Proposals include a report of past work volume levels (Attachment A), Insurance requirements (Attachment B), and a separate fee schedule for services that can be used to fill in proposed fees to be delivered in a **separate sealed envelope**.



**CITY OF NOVI
WORK VOLUME DATA
ATTACHMENT A**

For the three-year timeframe from 2021 to 2023, the City of Novi's Architectural Facade Consultant provided the following services (numbers approximate). The City makes no guarantee regarding the volume of work that may be required during the contract period.

- 150 Site Plan Reviews
- 80 Facade Inspections
- 100 Single Family Residential Architectural Plan Reviews
- 60 Staff Meetings



**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT B**

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 such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City.

4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS

HOLD HARMLESS/INDEMNITY

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the

defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.

2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

**CONTRACT FOR PROFESSIONAL SERVICES
(ARCHITECTURAL FAÇADE AND RESIDENTIAL PLAN REVIEW SERVICES CONSULTANT)**

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

Article III. Contract Price and Payment.

- A. Subject to the terms and conditions of this Contract, the Client agrees to pay Consultant in the amount, manner, and according to the timing for making such payments set forth in Schedule A (referred to in this Contract as "payments"). Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract.
- B. Consultant acknowledges that the attached Schedule A includes certain "pay for performance" provisions. Project plan reviews shall be due twelve (12) 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

SAMPLE AGREEMENT

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

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

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

 Client: City Manager Victor Cardenas and City Clerk Cortney Hanson
 Consultant:
- G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.
- H. 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.
- I. 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

SAMPLE AGREEMENT

parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.

- J. 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.
- K. Anti-Discrimination. 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.

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:

Date: _____

Date: _____

WITNESS:

Date: _____

City of Novi ("Client"):

By: _____
Justin Fischer, Its Mayor

By: _____
Cortney Hanson, Its Clerk

("Consultant"):

By: _____
_____, Its _____