



CONSULTANT REVIEW COMMITTEE AGENDA

CITY OF NOVI

June 10, 2024 | 5:30 PM

Mayor's Conference Room
Novi Civic Center | 45175 Ten Mile Road
(248) 347-0445

CALL TO ORDER

ROLL CALL - Mayor Pro Tem Casey, Council Members Heintz, Staudt

APPROVAL OF AGENDA

[June](#) 10, 2024 Agenda

MINUTES

[May](#) 6, 2024 Meeting Minutes

PURPOSE OF THE MEETING

[Consultant](#) List Review

[Property](#) & Liability Insurance

[Architectural/Façade](#) Consultant

[Public](#) Civil Engineering Field Services Consultant

[Review](#) RPF for Owner's Representative Services for New Public Safety Building

PUBLIC COMMENT

ADJOURNMENT

NOTICE: *People with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk (248) 347-0456 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.*



CITY OF NOVI
Consultant Review Committee Meeting
June 10, 2024, 5:30 p.m.
Mayor's Conference Room | Novi Civic Center | 45175 Ten Mile Road
(248) 347-0445

CALL TO ORDER

ROLL CALL: Mayor Pro Tem Casey, Council Members Heintz, Staudt
STAFF LIAISON: Victor Cardenas, City Manager

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. May 6, 2024 Meeting Minutes

PURPOSE OF THE MEETING

1. Consultant List Review
2. Property & Liability Insurance
3. Architectural/Façade
4. Public Civil Engineering Field Services

AUDIENCE COMMENTS

ADJOURNMENT



CITY OF NOVI
Consultant Review Committee Meeting
May 6, 2024, 6:00 p.m.
Council Conference Room | Novi Civic Center | 45175 Ten Mile Road
(248) 347-0445

CALL TO ORDER 6:00 p.m.

ROLL CALL: Mayor Pro Tem Casey, Councilmembers Heintz, and Staudt

PRESENT: Mayor Pro Tem Casey, Councilmembers Heintz, and Staudt

STAFF LIAISON: Victor Cardenas, Interim City Manager

OTHERS PRESENT: Erick Zinser, Public Safety Director & Police Chief
Katherine Oppermann, Recording Secretary

APPROVAL OF AGENDA

Motion Maker: Casey, Seconded: Heintz, Approved 3:0

APPROVAL OF MINUTES

1. July 18, 2023 Meeting Minutes
Motion Maker: Casey, Seconded: Heintz, Approved 3:0

PURPOSE OF THE MEETING

1. Consultant List Review

Councilmember Staudt asked City Manager Cardenas to review the criteria that determines which items go before the Consultant Review Committee (CRC). Mr. Cardenas explained that, historically, the dollar amount of the contract, exposure to City Council, roles that included oversight of large properties or responsibility, as well as the "book of work" have been factors that lead to a contract being brought to the CRC. It was also noted that in some cases where there is only one response to a Request for Proposal (RFP), like the recent RFP for woodland and wetland consultants, that with approval a contract may go straight to City Council.

Councilmember Staudt then asked about the differentiation between contracts that are required to go to bid versus those that are not. Mr. Cardenas clarified that City Council is never required to have a contract go to bid. It is entirely their purview to either enter into a new contract with an existing provider or to go forward with an RFP.

The committee then reviewed other upcoming contracts noting past difficulties and also that their main interest would be any contracts with renewal rates that significantly increase in cost.

Councilmember Heintz asked how soon the City issues an RFP when a contract is nearing expiration? Councilmember Staudt replied that it depends largely on the scale of the contract. He recollected that some previous large contracts, such as emergency medical services and trash collection, the process can take over a year. Those contracts which will require attention shortly are all smaller by comparison. Mr. Cardenas pointed out that most consultants are willing to extend the existing contracts and there is only rarely a large increase in proposed fees.

Councilmember Staudt concluded discussion on this topic by stating that, from his perspective, the most noteworthy upcoming contract is that for property and liability insurance as he is unsure what the current market rates are. He expects to committee to reconvene in about a month to handle the other upcoming items.

2. Prosecuting Attorney

The City's former prosecuting attorney, the Baker Legal Group, resigned and the City Attorney's office (Rosati, Schultz, Joppich, & Amtsbuechler, P.C.) has been filling in. City staff have recommended continuing to use their services. It was also noted that at the previous bid for prosecuting attorney that RSJA was also a bidder and reviewed as satisfactory.

Motion to accept the recommendation of the Public Safety Director and City Manager to recommend that City Council amend the current contract with Rosati Schultz Joppich, and Amtsbuechler P.C. to also include Prosecution Services until January 1, 2027.

*Motion Maker: Casey, Seconded: Heintz
Approved 3:0.*

3. Owner's Representative for Public Safety Building Projects

Councilmember Staudt noted that this language is loose as City Council is still examining exactly what. The Commission discussed the role's primary purpose as being one that can assist City Council and staff with the entirety of the development process for the Public Safety building project(s). It was noted the RPF process for this would include asking for pricing, background, and personnel and would be followed by interviews with the CRC.

Mayor Pro Tem Casey summarized that the next steps for this process would be staff creating a draft RFP, the CRC to reconvening to discuss and review the draft, and for the final RFP to formally be issued.

AUDIENCE COMMENTS - none

ADJOURNMENT - 6:38 p.m.

Consultant Services

Discipline	Current Consultant/ Outsourcing Services Firm	Lead City Contact/Manager Responsible	Activation	Duration	Expiration	Expenditure
Environmental - Wetland	Mannik & Smith Merjent, Inc.	Barb McBeth	April 9, 2024	Two Years with Three one-year renewals	April 9, 2026	
Environmental -Woodland	Davey Resources Group Merjent, Inc.	Barb McBeth	April 9, 2024	Two Years with Three one-year renewals	April 9, 2026	
Architectural/Façade	DRN & Associates	Barb McBeth	July 22, 2019	Three Years with Two one-year renewals Ex. 1st One Year Renewal Ex. 2nd One Year Renewal	7/22/2022 July 22, 2023, July 22, 2024	
Traffic	AECOM Great Lakes, Inc.	Barb McBeth	June 1, 2022	Two year contract with two one-year renewals	June 1, 2024	
Masterplan for Land Use	Beckett & Raeder Inc (BRI)	Barb McBeth	January 10, 2022	Sixteen Month Contract	5/10/2023 (ongoing)	\$206,445.00
Non Motorized Master Active Mobility Plan	Greenway Collaborative, Inc	Barb McBeth	November 14, 2022	Six Month Contract (ongoing)	May 1, 2023	\$50,534.00
Civil Engineering Field Services Public	AECOM and Spalding DeDecker	Ben Croy	12/18/2017, 12/18/2022	Five year contract	12/18/2022 December 18, 2027	
Civil Engineering Field Services Public (2)	Orchard, Hiltz and McCliment	Ben Croy	12/18/2022	Two year contract	December 18, 2024	
Civil Engineering Field Services Private	Spalding DeDecker & Associates	Ben Croy	12/18/2017, 12/18/2022	Five year contract	12/18/2022 December 18, 2027	
Prosecuting Attorney- Police	The Baker Legal Group Rosati, Schultz, Joppich, & Amtsbuechler	Scott Baetens	January 1, 2022 January 1, 2023	Four Years with Two one-year renewals	12/31/2022 January 1, 2027	\$115.00/hour (Baker) \$117.50/hour (Baker) \$125.00/hour
City Attorney	Rosati, Schultz, Joppich, & Amtsbuechler	Victor Cardenas	January 1, 2022 January 1, 2023	Four Years with one one-year renewals	12/31/2022 January 1, 2027	\$160.00/hour - Partners \$165.00/hour - Partners \$155.00/hour - Associates
Attorney - Labor & Employment	Shifman Law	Tia Gronlund-Fox	January 1, 2022	3 year contract	December 31, 2024	\$165.00/hour in 2022, \$175.00/hour in 2023, \$175.00/hour in 2024
Financial Advisor	PFM Group	Carl Johnson	Per bond issuance	January 1, 2012		N/A
Bond Counsel	Butzel, Long	Carl Johnson	Per bond issuance	January 1, 2012		N/A
Professional Auditing Services	Rehmann Robson	Carl Johnson	April 8, 2024	3 years with two one-year renewals	June 30, 2026	\$364,200.00 (Y1: \$65,900, Y2: \$69,200, Y3: \$72,700, Y4: \$76,300, Y5: \$80,100)
Meadowbrook Commons Management	Keystone Management Group KMG Prestige	Jeff Muck	July 1, 2021	Three Years with Two one- year renewal options	June 30, 2024	\$5,980.00
Ice Arena Management	Suburban Sports Group	Jeff Muck	July 1, 2020	Three Years with two one-year renewal options Ex. First One Year Renewal	6/30/2023 July 1, 2024	\$127,260.00
ITC Community Sports Park Master Plan	Spicer Group	Jeff Muck	November 28, 2022	Project Duration Only		\$24,500.00
Property & Liability Insurance	Kapnick	Cortney Hanson	7/1/2022 7/1/2023	One year Contract	June 30, 2023 June 30, 2024	\$385,604
Health Insurance and Employee Benefits Consultant	Gallagher Benefit Services	Tia Gronlund-Fox	April 23, 2024	Three Years with Two one-year renewal options	April 23, 2027	Commission is between 3% - 8% depending upon the line of coverage. (Exhibit B)
Emergency Medical Transport Services	Superior Air Ground Medstar, Inc.	John Martin	January 23, 2024	Five Years with Three one-year renewals	January 23, 2029	\$0 subsidy for five years
Internet Connectivity and Broadband Study	Foresite Group	Victor Cardenas	December 10, 2021	Project Duration Only		\$105,000.00
Website Provider	Municipal Web Services	Sheryl Walsh-Molloy	January 1, 2021	Two Years with two one-year renewals	12/31/2023 12/31/2024	\$70,000 budgeted per fiscal year
Solid Waste and Recycling	Green For Life (GFL)	Victor Cardenas	July 1, 2021	8 Years	June 30, 2029	\$138/single family home (\$148.61 in year 8)

MEMORANDUM



TO: VICTOR CARDENAS, CITY MANAGER
FROM: CARL JOHNSON, FINANCE DIRECTOR
SUBJECT: GENERAL LIABILITY INSURANCE UPDATE
DATE: MAY 23, 2024

Members of the CRC –

As an addendum to this correspondence from last month, representatives from Kapnick (our current insurance broker) will be attending Monday's meeting. At that meeting they are requesting the City transition to Traveler's Insurance for Property and Liability coverage.

- Victor

The City's General Liability and Property Insurance contract with Tokio Marine ended on May 30, 2022. In April of 2022, the City submitted an RFP for General and Property Insurance. At that time, the City received only three proposals: Kapnick was the only one to provide a full and complete proposal with an insurance carrier, Gallagher proposed being the City's insurance broker, but stated they did not have enough information to provide a proposal with a carrier, and the third, Nickel & Saph, declined to cover due to a lack of information. The City learned that the former broker had not been maintaining the proper records on behalf of the City which is essential information needed by other insurance companies to provide a quote for coverage. Without these records, the other insurance brokers felt they did not have a good representation of the City's coverage needs. On June 20, 2022, the Consultant Review Committee recommended to council to appoint Kapnick as the City's authorized broker for property and liability insurance coverage for 2022-2023 fiscal year. Kapnick worked with Tokio Marine to continue coverage for the next year. Similar to other insurance brokers, the City does not pay a fee directly to the broker, they are compensated through commissions on each policy and are evaluated by the City on the overall cost of the insurance.

During January 2023, the City worked with Kapnick to establish the proper documentation to shop the City's general liability coverage to various insurance companies. During fiscal year 2023-2024, Kapnick was unable to locate a provider who would provide coverage for the City, other than Tokio Marine. The City renewed with Tokio Marine for the fiscal year 2023-2024.

In December 2023, the City met with Kapnick to discuss the upcoming fiscal year 2024-2025 insurance coverage. Kapnick stated they felt the City was in a good position to shop the City's coverage to various providers and felt several would be interested. Kapnick and the City now have the proper documentation in place and would be meeting with the City at the end of May 2024 to review the proposals they receive. City staff have been happy with the services provided by Kapnick and recommend the City maintain them as the City's insurance broker for Fiscal Years 2024-2025 and 2025-2026. An RFP for insurance brokerage services will be prepared for the Fiscal Year 2026-2027. The purchasing policy states professional services (such as attorneys, engineers, consultants, accountants and other similar professions) may be appointed by the City Council upon the recommendation of the City Manager.

Finance expects the Fiscal Year 2024-2025 insurance provider quote for the June 3rd council meeting.

RISK MANAGEMENT AND INSURANCE REVIEW

City of Novi

presented by:

Bill Lyle, Vice President

Theresa Falzetti, CIC Account Executive

July 1, 2024

PROPERTY & CASUALTY SERVICE TEAM |

Kapnick Insurance Group utilizes a team approach to servicing your account. You will have several dedicated, highly experienced insurance professionals assigned specifically to work with you. We strive to have someone familiar with your account available to talk to whenever you have a question or need advice.



BILL LYLE, CLIENT EXECUTIVE, VP
P 734.274.4442 E bill.lyle@kapnick.com

Bill will serve as the lead person on your team, with overall responsibility for your account, and will make recommendations regarding your coverages and exposures. Bill will also advise and provide creative solutions to your risk management issues.



THERESA FALZETTI, ACCOUNT EXECUTIVE
P 734.929.9467 E theresa.falzetti@kapnick.com

Theresa will be responsible for the marketing of your account to insurance carriers and negotiate with underwriters. In addition, Theresa will provide consultation on program structure, terms and conditions in addition to coverage inquiries.



KRIS CANNON, ACCOUNT MANAGER, CIC
P 517.265.1886 E kris.cannon@kapnick.com

Kris will be your primary contact for day-to-day service needs. She will make changes to your policy, provide certificates of insurance and auto ids. She will create invoices and follow up with premium collection and assist in answering daily service needs.



DEREK WESCH, CLAIMS ADVOCATE
P 248.206.1368 E derek.wesch@kapnick.com

Derek will be your claims advocate by monitoring claims status and investigating and coordinating communications with you and the insurance carrier.



AMY DEKEYSER, VP RISK SOLUTIONS, CIC, CWCP
P 517.266.6950 E amy.dekeyser@kapnick.com

Amy will provide fee-based safety and loss control services, advanced level management guidance support, organize educational classes and seminars, and coordinate risk control services.



MELISSA MATICH, PERSONAL INSURANCE ACCOUNT EXECUTIVE
P 248.595.0734 E melissa.matich@kapnick.com

Melissa will service your individual risk management needs, provide solutions, negotiate with insurance carriers to provide the best coverage at the most competitive price, and answer questions regarding coverages and other service issues.

PROPERTY

Insured by Travelers Property Casualty Company of America, AM Best Rating A++ XV

Effective: 7/1/2024 to 7/1/2025

Blanket Building & Contents

Limits:	\$149,656,000	Blanket Per Schedule on File with Company
	\$ 50,000	Personal Property at Undescribed Premises – Exhibition
	\$ 50,000	Personal Property at Undescribed Premises – Not Owned, Lased or Regularly Operated Premises
	\$ 50,000	Sales Representative Property
	\$ 50,000	Personal Property in Transit
	\$ 2,000,000	Earthquake - Aggregate
	\$ 2,000,000	Flood – Does not apply to Loc's 11, 12, 13, 21, 22, 23, 24, 25, 30, 31, 35, 36, 37, 38, 44, & 47 - Aggregate
	\$ 425,714	Building – Historical Library – Outside of blanket limit
	\$ 67,500	Contents – Historical Library – Outside of blanket limit

Forms: Special Form
Agreed Value
Replacement Cost
Broad Form Flood Endorsement

Deduct: \$50,000

Includes:

- Equipment Breakdown Endorsement
 - Spoilage - **\$250,000**
 - Ammonia Contamination - **\$250,000**
 - Hazardous Substance - **\$250,000**
- Utility Service
 - Direct Damage - **\$100,000** – any one occurrence
 - Time Element - **\$100,000** – any one occurrence
 - Coverage provided for Water, Communication and Power Supply
 - Overhead Transmission Lines - **\$25,000** – any one occurrence
- Electronic Vandalism Limitation Endorsement - **\$10,000** – in any 12-month period of the policy
- Sewer or Drain Backup - **\$100,000**
- Law Enforcement Animals
 - Any one law enforcement animal - **\$15,000**
 - All law enforcement animals – maximum per occurrence - **\$25,000**

PROPERTY

Insured by Travelers Property Casualty Company of America, AM Best Rating A++ XV
Effective: 7/1/2024 to 7/1/2025

Note: Coverage could be restricted or excluded for vacant or unoccupied buildings.

Business Income & Extra Expense

Limits:	\$500,000
Forms:	Special Form
Deduct:	72 Hours

PROPERTY SCHEDULE

NAMED INSURED: City of Novi

POLICY TERM: 7/1/2024 - 7/1/2025

Note: It is the responsibility of the client to make sure limits are adequate.

Loc.	Bldg.	Legal Ownership Entity / Named Insured	Location Name & Address	Description	100% Building Limit	Bikt	100% PPI/PPO Limit	Bikt	Business Income	Bikt
1		City of Novi	45175 Ten Mile Rd Novi, MI 48375 Oakland	CITY HALL	\$17,267,520	Y	\$3,750,000	Y	\$500,000	
1	7	City of Novi	45175 TEN MILE ROAD E Novi, MI 48375 Oakland	BASEBALL DUGOUT	\$229,631	Y	\$3,500	Y		
1	8	City of Novi	45175 TEN MILE ROAD E Novi, MI 48375 Oakland	PAVILLION	\$104,192	Y	\$0	Y		
1	9	City of Novi	45175 TEN MILE ROAD E Novi, MI 48375 Oakland	PAVILLION	\$102,149	Y	\$0	Y		
1	10	City of Novi	45175 TEN MILE ROAD E Novi, MI 483785 Oakland	PAVILLION	\$102,149	Y	\$0	Y		
1	11	City of Novi	45175 TEN MILE ROAD E Novi, MI 48375 Oakland	STORAGE SHED	\$102,149	Y	\$0	Y		
1	12	City of Novi	45175 TEN MILE RD ELLA Novi, MI 48375 Oakland	STORAGE BLDG	\$102,149	Y	\$0	Y		
2	1	City of Novi	45275 TEN MILE ROAD Novi, MI 48375 OAKLAND	HISTORICAL LIBRARY	\$425,714	N	\$67,500	N		
3	1	City of Novi	42975 GRAND RIVER AVE Novi, MI 48375 OAKLAND	FIRE STATION	\$2,113,235	Y	\$613,200	Y		
4	1	City of Novi	1919 PARAMOUNT STREET Novi, MI 48375 OAKLAND	FIRE STATION	\$1,177,372	Y	\$306,000	Y		
5	1	City of Novi	42785 NINE MILE ROAD Novi, MI 48375 OAKLAND	FIRE STATION	\$908,743	Y	\$228,000	Y		
6	1	City of Novi	49375 TEN MILE ROAD Novi, MI 48375 OAKLAND	FIRE STATION	\$2,933,434	Y	\$748,800	Y		
7	1	City of Novi	25804 BECK ROAD Novi, MI 48375 OAKLAND	FIRE STATION	\$728,986	Y	\$174,000	Y		
8	1	City of Novi	26300 LEE BEGOLE DRIVE Novi, MI 48375 OAKLAND	DPW BLDG	\$7,053,035	Y	\$3,634,400	Y		
8	2	City of Novi	26300 LEE BEGOLE DRIVE Novi, MI 48375 OAKLAND	DPW GARAGE	\$3,104,795	Y	\$940,500	Y		
9		City of Novi	45125 TEN MILE ROAD Novi, MI 48375 OAKLAND	POLICE STATION TOTAL	\$8,860,065	Y	\$2,062,200	Y		
10		City of Novi	26350 LEE BEGOLE DRIVE Novi, MI 48375 OAKLAND	GUN RANGE BUILDING TOTAL	\$3,450,922	Y	\$0	Y		
11	1	City of Novi	42400 NICK LIDSTROM DR Novi, MI 48375 OAKLAND	ICE ARENA	\$18,421,954	Y	\$0	Y		

PROPERTY SCHEDULE

NAMED INSURED: City of Novi

POLICY TERM: 7/1/2024 - 7/1/2025

Note: It is the responsibility of the client to make sure limits are adequate.

Loc.	Bldg.	Legal Ownership Entity / Named Insured	Location Name & Address	Description	100% Building Limit	Blkt	100% PPI/PPO Limit	Blkt	Business Income	Blkt
12	1	City of Novi	45255 TEN MILE ROAD Novi, MI 48375 OAKLAND	LIBRARY	\$12,358,887	Y	\$7,425,000	Y		
13		City of Novi	51000 EIGHT MILE ROAD Novi, MI 48375 OAKLAND	PARK RESTROOMS TOTAL	\$1,620,777	Y	\$0	Y		
		City of Novi	601 S LAKE DRIVE Novi, MI 48375 OAKLAND	BATHROOM AND MAINTENANCE BLDG	\$6,741,849	Y	\$10,000	Y		
14	3	City of Novi	601 S LAKE DRIVE Novi, MI 48375 OAKLAND	PICNIC SHELTER	\$102,149	Y	\$0	Y		
14	4	City of Novi	601 S LAKE DRIVE Novi, MI 48375 OAKLAND	PICNIC SHELTER	\$102,149	Y	\$0	Y		
14	5	City of Novi	601 S LAKE DRIVE Novi, MI 48375 OAKLAND	PICNIC SHELTER	\$102,149	Y	\$0	Y		
14	6	City of Novi	601 S LAKE DRIVE Novi, MI 48375 OAKLAND	STORAGE BUILDING	\$102,149	Y	\$0	Y		
15	1	City of Novi	43390 THIRTEEN MILE RD Novi, MI 48375 OAKLAND	PAVILLION	\$544,384	Y	\$0	Y		
16	1	City of Novi	26442 WIXOM ROAD Novi, MI 48375 OAKLAND	PICNIC SHELTER	\$134,938	Y	\$0	Y		
17	1	City of Novi	27852 WEST PARK DRIVE Novi, MI 48375 OAKLAND	STORAGE FACILITY	\$4,798,650	Y	\$0	Y		
18	1	City of Novi	26670 MEADOWBROOK Novi, MI 48375 OAKLAND	LIFT STATION	\$234,676	Y	\$0	Y		
19	1	City of Novi	25849 ISLAND LAKE DR Novi, MI 48375 OAKLAND	LIFT STATION	\$318,828	Y	\$0	Y		
20	1	City of Novi	25694 WIXOM RD Novi, MI 48375 OAKLAND	LIFT STATION	\$234,676	Y	\$0	Y		
21	1	City of Novi	25171 REGENCY DR Novi, MI 48375 OAKLAND	LIFT STATION	\$234,676	Y	\$0	Y		
22	1	City of Novi	23660 MEETING HALL LN Novi, MI 48375 OAKLAND	LIFT STATION	\$234,676	Y	\$0	Y		
23	1	City of Novi	22342 ROBERTS RD Novi, MI 48375 OAKLAND	LIFT STATION	\$234,676	Y	\$0	Y		
24	1	City of Novi	26401 BECK RD Novi, MI 48375 OAKLAND	LIFT STATION	\$265,690	Y	\$0	Y		
25	1	City of Novi	27376 NAPIER RD Novi, MI 48375 OAKLAND	LIFT STATION	\$239,297	Y	\$0	Y		
26	1	City of Novi	26915 FOUNTAIN WALK DR Novi, MI 48375 OAKLAND	LIFT STATION	\$204,298	Y	\$0	Y		
27	1	City of Novi	45351 JACOB RD Novi, MI 48375 OAKLAND	LIFT STATION	\$318,828	Y	\$0	Y		

PROPERTY SCHEDULE

NAMED INSURED: City of Novi

POLICY TERM: 7/1/2024 - 7/1/2025

Note: It is the responsibility of the client to make sure limits are adequate.

Loc.	Bldg.	Legal Ownership Entity / Named Insured	Location Name & Address	Description	100% Building Limit	Blkt	100% PPI/PPO Limit	Blkt	Business Income	Blkt
28	1	City of Novi	50980 DAROCA CT Novi, MI 48375 OAKLAND	LIFT STATION	\$265,690	Y	\$0	Y		
29	1	City of Novi	51050 TEN MILE RD Novi, MI 48375 OAKLAND	LIFT STATION	\$265,690	Y	\$0	Y		
30	1	City of Novi	20926 E GLEN HAVEN CIR Novi, MI 48375 OAKLAND	LIFT STATION	\$435,694	Y	\$0	Y		
31	1	City of Novi	21303 HAGGERTY RD Novi, MI 48375 OAKLAND	LIFT STATION	\$234,676	Y	\$0	Y		
32	1	City of Novi	21687 BECK RD. Novi, MI 48375 OAKLAND	LIFT STATION	\$204,298	Y	\$0	Y		
33	1	City of Novi	24489 WIXOM RD Novi, MI 48375 OAKLAND	LIFT STATION	\$204,298	Y	\$0	Y		
34	1	City of Novi	44798 TWELVE MILE Novi, MI 48375 OAKLAND	LIFT STATION	\$265,690	Y	\$0	Y		
35	1	City of Novi	27852 WEST PARK DR Novi, MI 48375 OAKLAND	PUMP STATION	\$318,828	Y	\$0	Y		
36	1	City of Novi	26003 WIXOM RD. Novi, MI 48375 OAKLAND	PUMP STATION	\$204,298	Y	\$0	Y		
37	1	City of Novi	25075 MEADOWBROOK RD. Novi, MI 48375 OAKLAND	HOUSING	\$20,429,844	Y	\$500,000	Y		
38	2	City of Novi	25027-25037 MEADOWBROOK RD. Novi, MI 48375 OAKLAND	HOUSING	\$1,123,641	Y	\$10,000	Y		
39	3	City of Novi	25007-25017 MEADOWBROOK RD. Novi, MI 48375 OAKLAND	HOUSING	\$1,123,641	Y	\$0	Y		
40	4	City of Novi	24987-24997 MEADOWBROOK RD. Novi, MI 48375 OAKLAND	HOUSING	\$1,123,641	Y	\$10,000	Y		
41	5	City of Novi	25047-25057 MEADOWBROOK RD. Novi, MI 48375 OAKLAND	HOUSING	\$1,123,641	Y	\$10,000	Y		
42	6	City of Novi	24963-24977 MEADOWBROOK RD. Novi, MI 48375 OAKLAND	HOUSING	\$1,491,379	Y	\$10,000	Y		
43	7	City of Novi	24943-24953 MEADOWBROOK RD. Novi, MI 48375 OAKLAND	HOUSING	\$1,123,641	Y	\$10,000	Y		

PROPERTY SCHEDULE

NAMED INSURED: City of Novi
POLICY TERM: 7/1/2024 - 7/1/2025

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Loc.	Bldg.	Legal Ownership Entity / Named Insured	Location Name & Address	Description	100% Building Limit	Blkt	100% PPI/PPO Limit	Blkt	Business Income	Blkt
44	8	City of Novi	24923-24933 MEADOWBROOK RD. Novi, MI 48375 OAKLAND	HOUSING	\$1,123,641	Y	\$10,000	Y		
45	9	City of Novi	24899-24913 MEADOWBROOK RD. Novi, MI 48375 OAKLAND	HOUSING	\$1,123,646	Y	\$0	Y		
46	10	City of Novi	24875-24899 MEADOWBROOK RD. Novi, MI 48375 OAKLAND	HOUSING	\$1,123,641	Y	\$0	Y		
					\$129,626,114		\$20,523,100		\$500,000	

DELUXE PROPERTY COVERAGE EXTENSION

Description	Limit
Accounts Receivable	
• On-premises	\$250,000
• In-transit or at undescribed premises	\$25,000
Appurtenant Buildings or Structures	\$100,000
Claim Data Expense	\$25,000
Covered Leasehold Interest – Undamaged Improvements & Betterments	
• Lesser of Your Business Personal Property limit or:	\$100,000
Debris Removal – Additional	\$250,000
Deferred Payments	\$25,000
Duplicate Electronic Data Processing Data and Media	\$50,000
Electronic Data Processing Data and Media	
• At all described premises	\$100,000
Employee Tools	
• In any one occurrence	\$25,000
• Any one item	\$2,500
Expediting Expense	\$25,000
Extra Expense	\$25,000
Fine Arts	
• At all described premises	\$50,000
• In transit	\$25,000
Fire Department Service Charge	Included
Fire Protective Equipment Discharge	Included

DELUXE PROPERTY COVERAGE EXTENSION

Description	Limit
Green Building Alternatives – Increased cost - Percentage 1% - Maximum amount – each building	\$100,000
Green Building Reengineering and Recertification Expense	\$25,000
Limited Coverage for Fungus, Wet Rot or Dry Rot – Annual Aggregate	\$25,000
Loss of Master Key	\$25,000
Newly Constructed or Acquired Property - Buildings - each - Personal property at each premises	\$2,000,000 \$1,000,000
Non-Owned Detached Trailers	\$25,000
Ordinance or Law Coverages	\$500,000
Outdoor Property Any one tree, shrub, or plant	\$100,000 \$2,500
Outside Signs - At all described premises - At all undescribed premises	\$100,000 \$5,000
Personal Effects	\$25,000
Personal Property at Premises Outside of the Coverage Territory	\$50,000
Personal Property In-Transit Outside of the Coverage Territory	\$25,000
Pollutant Clean-Up and Removal – Annual Aggregate	\$100,000

DELUXE PROPERTY COVERAGE EXTENSION

Description	Limit
Preservation of Property • Expenses to move and temporarily store property • Direct loss or damage to moved property	\$250,000 Included
Reward Coverage – 25% of covered loss up to a maximum of:	\$25,000
Stored Water	\$25,000
Theft Damage to Rented Property	Included
Undamaged Parts of Stock in Process	\$50,000
Valuable Papers and Records – Cost of Research • At all described premises • In transit or at all undescribed premises	\$250,000 \$25,000
Water or Other Substance Loss – Tear out and Replacement Expenses	Included

Note: The above comments are descriptive only. The precise coverage afforded is subject to the terms, conditions and exclusions of the policies as issued.

DELUXE BUSINESS INCOME (AND EXTRA EXPENSE)

Description	Limit
Alterations and New Buildings	Included
Civil Authority	Included
Claim Data Expense	\$25,000
Contract Penalties	\$25,000
Dependent Properties - Worldwide	\$100,000
Electronic Media and Records Limitation	60 Days
Extended Business Income – 180 Days	Included
Fungus, Wet Rot or Dry Rot – Limited coverage for 30 Days	Included
Green Building Alternatives – Increased Period of Restoration	30 Days
Ingress or Egress – Up to \$25,000	Included
Newly Acquired Locations – 180 Days	\$500,000
Ordinance or Law Coverage – Increased period of restoration	Included
Pollutant Cleanup and Removal - Per policy period	\$25,000
Resumption of Operations	Included
Transit	\$25,000
Undescribed Premises	\$25,000

Note: The above comments are descriptive only. The precise coverage afforded is subject to the terms, conditions and exclusions of the policies as issued.

INLAND MARINE – EQUIPMENT FLOATER

Insured by Travelers Property Casualty Company of America, AM Best Rating A++ XV
Effective: 7/1/2024 to 7/1/2025

Limits:	\$1,761,230	Contractors Equipment
	\$ 10,000	Contractors Equipment – Unscheduled – Owned
	\$ 5,000	Contractors Equipment – Unscheduled – Owned – Any One Item
	\$ 25,000	Contractors Equipment – Unscheduled – Leased/Rented
Forms:	Special Form 80% Coinsurance	
Valuation:	Scheduled Equipment – Actual Cash Value Unscheduled Owned Equipment – Actual Cash Value Equipment Owned by Others - Replacement Cost	
Deduct:	\$5,000	

INLAND MARINE – EQUIPMENT FLOATER

Insured by Travelers Property Casualty Company of America, AM Best Rating A++ XV

Effective: 7/1/2024 to 7/1/2025

COVERAGE EXTENSIONS	LIMIT OF INSURANCE
Business Personal Property In Job Trailers:	\$10,000
Document And Data Restoration Costs:	\$50,000
Fire Protective Systems:	\$75,000
Hauling Property Of Others:	\$100,000
Newly Acquired Equipment - Per Item:	\$250,000
Rental Costs:	
Any One Item:	\$5,000
Any One Occurrence:	\$25,000
Upgrades To Covered Property:	\$25,000

ADDITIONAL COVERAGES	LIMIT OF INSURANCE
Claim Data Expenses:	\$5,000
Continuing Rental Payments:	
Any One Item:	\$5,000
Any One Occurrence:	\$25,000

INLAND MARINE – EQUIPMENT FLOATER

Insured by Travelers Property Casualty Company of America, AM Best Rating A++ XV

Effective: 7/1/2024 to 7/1/2025

Contract Penalty:	\$25,000
Debris Removal Increased Limit:	\$75,000
Employee Tools, Equipment And Clothing:	
Any One Item:	\$1,000
Any One Employee:	\$2,500
Any One Occurrence:	\$5,000
Errors Or Unintentional Omissions:	\$100,000
Expediting Expenses:	\$25,000
Expendable Supplies:	\$10,000
Fire Or Police Department Service Charge:	\$25,000
Lost Warranty Or Service Contract:	\$10,000
Pollutant Clean Up And Removal:	\$25,000
Preservation Of Property Expense:	\$50,000
Reward Coverage:	\$2,500
Tracking System Deductible Waiver Amount:	\$10,000

CM U3 50 – Flood Exclusion

CM U3 66 – Earth Movement Exclusion



EQUIPMENT SCHEDULE

NAMED INSURED: City of Novi

POLICY TERM: 07/01/2024 to 07/01/2025

Note: It is the responsibility of the client to make sure limits are adequate.

#	Year	Manufacturer	Model	ID / Serial #	Amount of Insurance
1	1997	CAT	Grader	4XMO1315	185,000
2	2007		Zamboni		75,015
3	2008	John Deere	Loader	DW624JZ621517	139,400
4	2012	John Deere	Excavator 85D	1FF085DXLBG016629	102,866
5	2013	CAT	Laboratory Asphalt Compactor CB2	22001289	35,342
6	2014	John Deere	6105D Roadside Mower	PE4045R076876	102,961
7	2017	Caterpillar	Wheeled Excavator M318F	0F8B00859	239,000
8	2017	Bobcat	Skid Steer (T-870)	ASWT12204	81,235
9	2018	Polaris	Ranger 900 crew	4XARVA876H8025926	15,232
10	2018	Alweld		AWLC1051G718	28,980
11	2018	Bobcat	Mini Excavator (E-42)	B2VW14091	47,327
12	2018	Husqvarna	Concrete Saw FS 5000	S/N 001364427001	25,575
13	2019	Marine Master	TL1673SS-SAW	5JUBA1911JT068527	3,830
14	2019	Caterpillar	930M Loader	CAT0930MKKTG03934	189,802
15	2020	Tennant M30	Floor Scrubber	Eng Ser # 20M0025160	68,747
16	2021	Ventrac	4500Z Tractor VT	4500Z-AJ15117	42,627
17	2021	Mitsubishi	FG55N1	AF33C90145	68,932
18	2021	Bobcat	Toolcat 5600	AHG820092	91,383
19	2021	Michigan Cat	Backhoe 420XE	CAT00420CH9X01023	130,192
20	2018	Polaris	Ranger 900 crew	4XARVA876H8025926	15,232
21	2023	Bobcat	Mini Excavator (E-42)	B4GM19724	72,553

CRIME

Insured by Travelers Property Casualty Company of America, AM Best Rating A++ XV
Effective: 7/1/2024 to 7/1/2025

Limit(s) per occurrence:

Limits:	\$250,000	Employee Theft – Per Loss
	\$250,000	Forgery Coverage
	\$250,000	Inside the Premises – Theft of Money and Securities
	\$250,000	Inside the Premises – Robbery or Safe Burglary of Other Property
	\$250,000	Outside the Premises
	Not Covered	Computer Fraud
	Not Covered	Funds Transfer Fraud
	\$250,000	Money Orders and Counterfeit Paper Currency
Deductible:	\$5,000	Per Occurrence

COMMERCIAL GENERAL LIABILITY

Insured by The Charter Oak Fire Insurance Company, AM Best Rating A++ XV
Effective: 7/1/2024 to 7/1/2025

Bodily Injury and Property Damage Liability	Limits
Each Occurrence	\$1,000,000
Personal and Advertising Injury Liability-Any one person/org.	\$1,000,000
General Aggregate	\$3,000,000
Products/Completed Operations Aggregate	\$3,000,000
Abuse or Molestation Aggregate Limit - Limited	\$500,000
Each Abuse or Molestation Offense Limit	\$500,000
Damage to Premises Rented to You	\$100,000
Medical Payments	Excluded
Cemetery Professional Services	Included
Pesticide or Herbicide	Included
Failure to Supply Limit	\$100,000
Sewer Backup Liability	\$100,000

Employee Benefits - \$1,000 Deductible – RETRO Date: 7/1/2024

Employee Benefits – Each Employee	\$1,000,000
Employee Benefits – Aggregate	\$3,000,000

Deductible (Applies to Bodily Injury & Property Damage)

- \$25,000 including Claims Expense
- Basis – Per Occurrence

Designated Operations:

- Public Housing Commission - Meadowbrook Commons

COMMERCIAL GENERAL LIABILITY – CONTINUED

Exclusions include, but are not limited to, the following

- Pollution / Asbestos / Fungi or Bacteria / Lead / Nuclear
 - Care, Custody and Control of Personal Property
 - Employment Related Practices
 - Violation of Consumer Financial Protection Laws
 - Professional Liability
 - Sexual Abuse
 - Special Events & Fireworks Liability (coverage can be applied for)
 - PFAS
 - Injury to Volunteer Firefighters
 - Law Enforcement Activities or Operations
 - Medical Payments – Coverage C
 - Employees and Volunteer Workers as Insureds for Certain Bodily Injury, Personal Injury and Property Damage
 - Public Use of Private Property
 - Discrimination
 - Professional Health Care Services – Public Entities
-
- **Refer to Policy Forms for ALL Exclusions**

IMPORTANT

Special Events: Subject to receipt of Special Events Application, Risk Control review and Underwriting approval (Additional Premium may apply)

Fireworks Liability: Subject to receipt of Special Events Application, Risk Control review and Underwriting approval prior to binding coverage. All fireworks displays must be ignited/discharged by a licensed and insured pyro technician. Additional Premium will Apply.

Important Note Regarding Certificates of Insurance

It is Important to obtain certificates of insurance for all subcontractors. As required by law, you are responsible for the coverage and premium of any uninsured subcontractors.

XTEND ENDORSEMENT FOR PUBLIC ENTITIES

Description

Limits

Who is an Insured

- Public Entities, Elected or Appointed Officials, and Members of your Boards
- Employees and Volunteer Workers
- Owners, Managers or Lessors of Premises
- Lessors of Leased Equipment

Blanket Additional Insured

- Persons or Organizations – for your Ongoing Operations as required by Written Contract or Agreement

Blanket Waiver of Subrogation

Contractual Liability – Railroads

Damage to Premises Rented to You

Knowledge and Notice of Occurrence or Offense

Owned Watercraft

25 feet long or less

Note: The above comments are descriptive only. The precise coverage afforded is subject to the terms, conditions and exclusions of the policies as issued.

PUBLIC ENTITY MANAGEMENT LIABILITY

Insured by The Charter Oak Fire Insurance Company, AM Best Rating A++ XV
Effective: 7/1/2024 to 7/1/2025

Description

Limit:	\$1,000,000	Each Wrongful Act
	\$1,000,000	Aggregate
Includes:	Limited Special Expenses Coverage – Key Employees Limited Special Expenses Aggregate Limit – Key Employees - \$25,000 Limited Special Expenses Participation Percentage – Key Employees: 10% Defense Expenses Reimbursement for Injunctive Relief Suits Defense Expenses Reimbursement Limit – Aggregate - \$25,000 Defense Expenses Reimbursement Limit – Each Wrongful Act - \$25,000 Injunctive Relief Each Wrongful Act Participation Amount: 10%	
Deduct:	\$50,000	Each Wrongful Act – Damages and Defense Expenses
Designated Operations:	Public Housing Commission - Meadowbrook Commons	

Exclusions include, but are not limited to, the following

- Airport
- Health Care Facilities – Clinics, Hospital, Blood Banks, Nursing Homes, Rehabilitation Facilities
- Port Authorities
- Transit Authorities
- Gas, Electric, Housing Authorities
- Schools or School Districts
- Joint Powers Authority

EMPLOYMENT PRACTICES LIABILITY INSURANCE

Insured by The Charter Oak Fire Insurance Company, AM Best Rating A++ XV
Effective: 7/1/2024 to 7/1/2025

Description

Limit:	\$1,000,000	Each Wrongful Act
	\$1,000,000	Aggregate
Includes:	Workplace Violence Expenses Coverage Workplace Violence Expenses Limit: \$250,000	

Deduct: \$50,000 – Each Wrongful Act – Damages and Defense Expenses

Exclusions include, but are not limited to, the following

- Airport
- Health Care Facilities – Clinics, Hospital, Blood Banks, Nursing Homes, Rehabilitation Facilities
- Port Authorities
- Transit Authorities
- Gas, Electric, Housing Authorities
- Schools or School Districts
- Joint Powers Authority



LAW ENFORCEMENT LIABILITY

Insured by The Charter Oak Fire Insurance Company, AM Best Rating A++ XV
Effective: 7/1/2024 to 7/1/2025

Description

Limit:	\$1,000,000 \$1,000,000	Per Occurrence Aggregate
Form:	Occurrence	
Deduct:	\$50,000 (Including Claims Expense)	

AUTOMOBILE

Insured by Travelers Indemnity Company, AM Best Rating A++ XV
Effective: 7/1/2024 to 7/1/2025

Bodily Injury and Property Damage Liability

Limits: **\$1,000,000** Each Occurrence

Deduct: **\$10,000**

Hired and Non Owned Automobile Liability

Employee Hired Auto Physical Damage

Limits: **Actual Cash Value**

Deduct: \$1,000 Comprehensive Deductible
 \$1,000 Collision Deductible

Personal Injury Protection

Medical Expense: **Unlimited Per Person**
Additional Death Benefit: **\$3,000**

*Or whatever maximum amount is established by the Michigan Insurance Commissioner for accidents
Occuring on or after the date of the change in maximum*

Property Protection Insurance

Limits: **\$1,000,000** Each Accident

Mini-Tort Property Damage Liability

Limits: **\$3,000**

Uninsured / Underinsured Motorists Bodily Injury Liability

Limits: **\$1,000,000** Each Accident
Limits: **\$1,000,000** Each Occurrence

AUTOMOBILE

Insured by Travelers Indemnity Company, AM Best Rating A++ XV
Effective: 7/1/2024 to 7/1/2025

Comprehensive

Limits:	Actual Cash Value
Deduct:	\$2,500

Collision

Limits:	Actual Cash Value
Deduct:	\$2,500

VEHICLE SCHEDULE

NAMED INSURED: City of Novi

POLICY TERM: 07/01/2024 to 07/01/2025

Veh #	Year	Make	Model	VIN #	Comp Ded	Coll Ded
	1999	Ford	F-250	1FTNF20L1XEC10341	\$2,500	\$2,500
	2005	Seagrave	Pumper Class A	1F9EW28T75CST2070	\$2,500	\$2,500
	2007	Pierce	Engine/Rescue	4P1CA01H37A007289	\$2,500	\$2,500
	2008	Pierce	Engine/Rescue	4P1CA01H58A009045	\$2,500	\$2,500
	2008	Ford	F-250	1FTNF21568ED07536	\$2,500	\$2,500
	2009	International	Single Axle Dump	1HTWCAAR19J696267	\$2,500	\$2,500
	2010	International	7400 SBA Single Axle Dump	1HTWCAZR0AJ273303	\$2,500	\$2,500
	2011	Ford	Expedition	1FMJK1G58CEF22965	\$2,500	\$2,500
	2011	Ford	Expedition	1FMJK1G58BEF10085	\$2,500	\$2,500
	2011	Ford	Expedition	1FMJK1G56BEF10084	\$2,500	\$2,500
	2011	International	7400 SBA Single Axle Dump	1HTWCAZR3BJ336735	\$2,500	\$2,500
	2011	Ford	F-350	1FTBF3B68CEA66684	\$2,500	\$2,500
	2011	Ford	F-350	1FTBF3B6XCEA66685	\$2,500	\$2,500
	2012	International	Single Axle Dump	1HTWCAZR7DJ115514	\$2,500	\$2,500
	2012	International	Tandem Axle Dump	1HTWGAZT2DJ114741	\$2,500	\$2,500
	2013	HME	Pumper	44KFT4287DWZ22466	\$2,500	\$2,500
	2013	Ford	F-550 Dump	1FDUF5HTXDEB20100	\$2,500	\$2,500
	2013	International	Single Axle Dump	1HTWCAZR4DH297955	\$2,500	\$2,500
	2013	Ford	F-350	1FTBF3B61DEA13522	\$2,500	\$2,500
	2013	Ford	F-350	1FTBF3B69DEA13526	\$2,500	\$2,500
	2013	Ford	F-350	1FTBF3B67DEA13525	\$2,500	\$2,500
	2013	Ford	F-350	1FTBF3B65DEA13524	\$2,500	\$2,500
	2013	International/ Vac	Combo Sewage Cleaner	1HTWNAZT2DJ160950	\$2,500	\$2,500
	2013	Ford	F-350	1FTBF3B63DEA13523	\$2,500	\$2,500
	2013	Ford	Explorer	1FM5K8F84DGA68158	\$2,500	\$2,500
	2014	Ford	Expedition	1FMJK1G57EEF13290	\$2,500	\$2,500
	2014	Ford	F-350	1FTBF3B60EEB02726	\$2,500	\$2,500

VEHICLE SCHEDULE

NAMED INSURED: City of Novi

POLICY TERM: 07/01/2024 to 07/01/2025

Veh #	Year	Make	Model	VIN #	Comp Ded	Coll Ded
	2014	Ford	F-350	1FTBF3B62EEB02727	\$2,500	\$2,500
	2014	Ford	F-350	1FTBF3B69EEB02725	\$2,500	\$2,500
	2014	International	Single Axle Dump	1HTWCAZR7EH798470	\$2,500	\$2,500
	2014	Peterbilt	Utility Truck	2NP2HN7XZEM215531	\$2,500	\$2,500
	2015	GMC	Sierra	1GD421C86FF505917	\$2,500	\$2,500
	2015	FORD	EXPLORER	1FM5K8AR4FGC41289	\$2,500	\$2,500
	2015	CHEVY	TAHOE	1GNSK2EC3FR661163	\$2,500	\$2,500
	2015	FCA	RAM Promaster 2500 Van	3C6TRVPG8FE510302	\$2,500	\$2,500
	2016	Chevrolet	Colorado	1GCHTBEA9G1203769	\$2,500	\$2,500
	2016	Dodge	Van	2C4RDGBG4GR277622	\$2,500	\$2,500
	2016	Ford	Escape SE	1FMCU9GX2GUC61864	\$2,500	\$2,500
	2016	Chevrolet	Colorado	1GCHTBEA2G1206318	\$2,500	\$2,500
	2016	Ford	F-150	1FTEX1EF1GKF56319	\$2,500	\$2,500
	2016	Chevrolet	Suburban SUV 4x4	1GNSKKEC1GR268344	\$2,500	\$2,500
	2016	Ford	F-550 Swap Loader	1FDUF5HT2GEA83967	\$2,500	\$2,500
	2016	Ford	F-350	1FTRF3B62GEB96903	\$2,500	\$2,500
	2016	Ford	F-350	1FTRF3B64GEB96904	\$2,500	\$2,500
	2016	Ford	F-350	1FTRF3B60GEB96902	\$2,500	\$2,500
	2016	Ford	E-450 Box Truck	1FDXE4FS9GDC28089	\$2,500	\$2,500
	2016	FORD	EXPLORER	1FM5K8AR4GGC14952	\$2,500	\$2,500
	2016	Ford	Explorer XLT	1FM5K8B8XGGC92335	\$2,500	\$2,500
	2016	FORD	EXPLORER	1FM5K8AR4GGC14949	\$2,500	\$2,500
	2016	Ford	Explorer	1FM5K8AR2GGC14951	\$2,500	\$2,500
	2016	Chevrolet	Colorado	1GCHTBEA3G1343221	\$2,500	\$2,500
	2017	Ford	Transportation Van	1FDVU4XG1HKB22088	\$2,500	\$2,500
	2017	Chevrolet	Equinox LS AWD	2GNFLEEK6H6157518	\$2,500	\$2,500
	2017	Ford	Escape SE	1FMCU9GD6HUB90434	\$2,500	\$2,500

VEHICLE SCHEDULE

NAMED INSURED: City of Novi

POLICY TERM: 07/01/2024 to 07/01/2025

Veh #	Year	Make	Model	VIN #	Comp Ded	Coll Ded
	2017	Ford	Escape SE	1FMCU9GD1HUB82502	\$2,500	\$2,500
	2017	Ford	Escape SE	1FMCU9GD8HUB90435	\$2,500	\$2,500
	2017	Ford	Fusion SE	3FA6P0G7XHR330352	\$2,500	\$2,500
	2017	Ford	Fusion SE	3FA6P0G78HR326283	\$2,500	\$2,500
	2017	Sutphen	Pumper	1S9A1BNDXH3003028	\$2,500	\$2,500
	2017	Ford	Explorer Interceptor	1FM5K8AR3HGA80968	\$2,500	\$2,500
	2017	Ford	F-350	1FTRF3B66HEB61900	\$2,500	\$2,500
	2017	Ford	F-350	1FTRF3B63HEB61899	\$2,500	\$2,500
	2017	International	Single Axle Dump	1HTWKSUR4HH476051	\$2,500	\$2,500
	2017	Ford	F-350	1FTRF3B68HEB61901	\$2,500	\$2,500
	2017	Ford	F-550 Swap Loader	1FDUF5HY7HDA06241	\$2,500	\$2,500
	2017	CHEVY	TAHOE	1GNSKDEC9HR212505	\$2,500	\$2,500
	2017	Ford	Explorer	1FM5K8B88HGB83034	\$2,500	\$2,500
	2017	Chevy	Tahoe	1GNSKDEC1HR207931	\$2,500	\$2,500
	2018	Chevrolet	Colorado	1GCHTBEA3J1204147	\$2,500	\$2,500
	2018	Ford	Explorer Interceptor	1FM5K8AR4JGA58192	\$2,500	\$2,500
	2018	Ford	F-250	1FT7W2B69JEB41311	\$2,500	\$2,500
	2018	International	Tandem Swaploader	1HTGSSNT4JH177261	\$2,500	\$2,500
	2018	International	7400 SBA 4 x 2	1HTWCTAR2JH416363	\$2,500	\$2,500
	2018	Ford	F-550 Swap Loader	1FDUF5HY6JDA00713	\$2,500	\$2,500
	2018	Chevrolet	Colorado	1GCHTBEA9J1204573	\$2,500	\$2,500
	2018	Ford	F-350	1FDRF3F62JDA01756	\$2,500	\$2,500
	2018	Ford	F-350	1FT8W3B66JEB84207	\$2,500	\$2,500
	2018	FORD	EXPLORER	1FM5K8AR7JGA72507	\$2,500	\$2,500
	2018	GMC	Terrain	3GKALTEV4JL237195	\$2,500	\$2,500
	2019	Ford	UX4 Trans Van	1FDVU4XM5KKA37543	\$2,500	\$2,500
	2019	Dodge	Caravan	2C4RDGBG0KR801843	\$2,500	\$2,500

VEHICLE SCHEDULE

NAMED INSURED: City of Novi

POLICY TERM: 07/01/2024 to 07/01/2025

Veh #	Year	Make	Model	VIN #	Comp Ded	Coll Ded
	2019	Ford F-450	Ambulance	1FDUF4HT1KED31726	\$2,500	\$2,500
	2019	Ford F-450	Ambulance	1FDUF4HT9KEF71865	\$2,500	\$2,500
	2019	Ford	F-250	1FT7W2B65KED00570	\$2,500	\$2,500
	2019	Ford	Escape SE	1FMCU9GD3KUA42572	\$2,500	\$2,500
	2019	Ford	Escape SE	1FMCU9GD1KUA42571	\$2,500	\$2,500
	2019	Ford	F-550 Swaploader	1FDUF5HY1KDA16917	\$2,500	\$2,500
	2019	International	7600 SBA 6X4 SWAPLOADER	1HTGSSNT4KH491848	\$2,500	\$2,500
	2019	International	7400 SBA Single Axle RDS	1HTWCTAR6KH564775	\$2,500	\$2,500
	2019	Western Star	GapVax	5KKHAVEFE6KPKF9001	\$2,500	\$2,500
	2019	Ford	F-350	1FDRF3F67KED00638	\$2,500	\$2,500
	2019	Ford	F-350	1FTRF3B62KED00637	\$2,500	\$2,500
	2019	FORD	EXPLORER	1FM5K8AR0KGB23685	\$2,500	\$2,500
	2019	CHEVY	TAHOE	1GNSKDEC0KR219365	\$2,500	\$2,500
	2019	CHEVY	TAHOE	1GNSKDEC0KR217048	\$2,500	\$2,500
	2019	FORD	EXPLORER	1FM5K8AR9KGB23684	\$2,500	\$2,500
	2019	Ford	Escape SE	1FMCU9GD5KUA42573	\$2,500	\$2,500
	2019	Ford	Escape SE	1FMCU9GD7KUA42574	\$2,500	\$2,500
	2019	Chevrolet	Traverse	1GNEVGKW7KJ102921	\$2,500	\$2,500
	2020	Ford	Escape SE	1FMCU9G62LUB11304	\$2,500	\$2,500
	2020	Ford	Transit	1FTBW1Y8XLKA35354	\$2,500	\$2,500
	2020	Ford	F-150	1FTMF1EB5LKD52158	\$2,500	\$2,500
	2020	Ford	Escape Hybrid	1FMCU9BZ7LUB11302	\$2,500	\$2,500
	2020	Ford	Escape Hybrid	1FMCU9BZ5LUB11301	\$2,500	\$2,500
	2020	Ford	Escape Hybrid	1FMCU9BZ9LUB11303	\$2,500	\$2,500
	2020	Ford	Escape Hybrid	1FMCU9BZ5LUA59667	\$2,500	\$2,500
	2020	Ford	E450 Bus	1FD4E4FN6MDC38452	\$2,500	\$2,500
	2020	Ford	Escape Hybrid	1FMCU9BZ3LUB11300	\$2,500	\$2,500

VEHICLE SCHEDULE

NAMED INSURED: City of Novi

POLICY TERM: 07/01/2024 to 07/01/2025

Veh #	Year	Make	Model	VIN #	Comp Ded	Coll Ded
	2020	Sutphen	SPH100 Ladder Truck	1S9A3JNE2L1003090	\$2,500	\$2,500
	2020	FORD	F-150	1FTMF1EB3LKD52157	\$2,500	\$2,500
	2020	Ford	Escape SE	1FMCU9G64LUB11305	\$2,500	\$2,500
	2020	Ford	F-350	1FTRF3B69LEC49994	\$2,500	\$2,500
	2020	Ford	F-350	1FTRF3B67LEC49993	\$2,500	\$2,500
	2020	International	HV607 4X2 RDS	1HTEJTAR1LH575847	\$2,500	\$2,500
	2020	Ford	F-550 Swap Loader	1FDUF5HNXLDA00769	\$2,500	\$2,500
	2020	FORD	F-350	1FTRF3B61LEC11627	\$2,500	\$2,500
	2020	FORD	F-350	1FTRF3B63LEC11628	\$2,500	\$2,500
	2020	CHEVY	TAHOE	1GNSKDEC3LR253589	\$2,500	\$2,500
	2020	FORD	EXPLORER HYBRID	1FM5K8AW6LGB23357	\$2,500	\$2,500
	2020	FORD	EXPLORER HYBRID	1FM5K8AW6LGB23360	\$2,500	\$2,500
	2020	FORD	EXPLORER HYBRID	1FM5K8AWXLGB23359	\$2,500	\$2,500
	2020	FORD	EXPLORER HYBRID	1FM5K8AW8LGB23358	\$2,500	\$2,500
	2020	CHEVY	TAHOE	1GNSKDECXCR253783	\$2,500	\$2,500
	2020	Ford	Escape SE	1FMCU9G69LUA59668	\$2,500	\$2,500
	2020	Chevrolet	Traverse	1GNEVLKW1LJ139487	\$2,500	\$2,500
	2021	Ford	F-150	1FTEW1EB5MKD70469	\$2,500	\$2,500
	2021	Chevrolet	Suburban SUV 4x4	1GNSKAKD0MR460695	\$2,500	\$2,500
	2021	International	HV607 4X2 RDS	1HTEJTAR7MH440986	\$2,500	\$2,500
	2021	International/TYMC	MV607 / Tymco 600 sweeper	3HAWUMMN2ML577687	\$2,500	\$2,500
	2021	International	HV607 4X2 RDS	1HTEJTAR5MH440985	\$2,500	\$2,500
	2021	Ford	F-350	1FTRF3B61MED51162	\$2,500	\$2,500
	2021	Ford	F-350	1FTRF3B67MED51165	\$2,500	\$2,500
	2021	Ford	Escape	1FMCU9G64MUA42746	\$2,500	\$2,500
	2021	FORD	F-350	1FDRF3F63MED51167	\$2,500	\$2,500
	2021	FORD	F-350	1FTRF3B65MED51164	\$2,500	\$2,500

VEHICLE SCHEDULE

NAMED INSURED: City of Novi

POLICY TERM: 07/01/2024 to 07/01/2025

Veh #	Year	Make	Model	VIN #	Comp Ded	Coll Ded
	2021	FORD	F-350	1FTRF3B63MED51163	\$2,500	\$2,500
	2021	International	HV613 Tandem Swaploader	1HTESTZT5LH855770	\$2,500	\$2,500
	2021	FORD	EXPLORER HYBRID	1FM5K8AW3MNA04730	\$2,500	\$2,500
	2021	FORD	EXPLORER HYBRID	1FM5K8AW7MNA04729	\$2,500	\$2,500
	2021	FORD	EXPLORER HYBRID	1FM5K8AW5MNA04728	\$2,500	\$2,500
	2021	FORD	EXPLORER HYBRID	1FM5K8AW5MNA04731	\$2,500	\$2,500
	2021	FORD	EXPLORER HYBRID	1FM5K8AW7MNA04732	\$2,500	\$2,500
	2021	FORD	EXPLORER HYBRID	1FM5K8AW3MNA04727	\$2,500	\$2,500
	2021	Chevrolet	Trailblazer	KL79MRSL7MB140237	\$2,500	\$2,500
	2022	Ford	Transit	1FBAX9X81NKA32651	\$2,500	\$2,500
	2022	Ford	F-550 Dump	1FDUF5HN7NDA16253	\$2,500	\$2,500
	2022	Ford	F-550 Sign Truck	1FDUF5HN5NED43857	\$2,500	\$2,500
	2022	Ford	F-350	1FTRF3B60NEE91771	\$2,500	\$2,500
	2022	Ford	F-350	1FTRF3B62NEE91772	\$2,500	\$2,500
	2022	Ford	F-350	1FTRF3B62NEE91774	\$2,500	\$2,500
	2022	Ford	F-350	1FTRF3B64NEE91773	\$2,500	\$2,500
	2022	Ford	F-350	1FTRF3B68NEE91775	\$2,500	\$2,500
	2022	Ford	F-350	1FDRF3F64NEE91780	\$2,500	\$2,500
	2022	Ford	F-350	1FDRF3H61NEE91782	\$2,500	\$2,500
	2022	CHEVY	TAHOE	1GNSKLED4NR281083	\$2,500	\$2,500
	2022	FORD	EXPLORER HYBRID	1FM5K8AW9NNA03616	\$2,500	\$2,500
	2022	FORD	EXPLORER HYBRID	1FM5K8AW8NNA03297	\$2,500	\$2,500
	2022	FORD	EXPLORER HYBRID	1FM5K8AW3NNA03594	\$2,500	\$2,500
	2022	FORD	EXPLORER HYBRID	1FM5K8AW0NNA08610	\$2,500	\$2,500
	2022	FORD	EXPLORER HYBRID	1FM5K8AW6NNA08580	\$2,500	\$2,500
	2022	FORD	EXPLORER HYBRID	1FM5K8AW1NNA03173	\$2,500	\$2,500
	2022	Ford	F-150	1FTEW1EP8NFB49728	\$2,500	\$2,500

VEHICLE SCHEDULE

NAMED INSURED: City of Novi

POLICY TERM: 07/01/2024 to 07/01/2025

Veh #	Year	Make	Model	VIN #	Comp Ded	Coll Ded
	2022	FORD	EXPLORER HYBRID	1FM5K8AW7NNA03601	\$2,500	\$2,500
	2022	Peterbilt / Vactor	HV607 SBA/ 2100i PD 18" Vacuum	2NP3LJ0X6NM813238	\$2,500	\$2,500
	2023	Ford	F-350	1FTRF3BAXPEC94498	\$2,500	\$2,500
	2023	Ford	F-350	1FTRF3BA1PEC94499	\$2,500	\$2,500
	2023	Ford	F-350	1FTRF3BA4PEC44857	\$2,500	\$2,500
	2023	Ford	F-350	1FTRF3BA8PEC44859	\$2,500	\$2,500
	2023	Ford	F-350	1FTRF3BA6PEC44858	\$2,500	\$2,500
	2023	Ford	F-350	1FTRF3BA2PEC44856	\$2,500	\$2,500
	2023	Ford	F-350 (Extended cab)	1FT8W3BA3PED11038	\$2,500	\$2,500
	2023	GMC	Acadia	1GKKNRL40PZ135261	\$2,500	\$2,500
	2023	Ford	F-150	1FTMF1EB6PKF47739	\$2,500	\$2,500
	2023	Ford	F-150	1FTMF1EB6PKF47739	\$2,500	\$2,500
	2024	BMW	R1250	WB10L0306R6J48261	\$2,500	\$2,500
	2024	BMW	R1250	WB10L0309R6J49758	\$2,500	\$2,500
	2024	FORD	EXPLORER	1FM5K8AB4RGA30455	\$2,500	\$2,500
	2024	FORD	EXPLORER	1FM5K8AB8RGA31480	\$2,500	\$2,500
	2024	FORD	EXPLORER	1FM5K8AB0RGA30923	\$2,500	\$2,500
	2024	Ford	Edge	2FMPK4J9XRBA86115	\$2,500	\$2,500
	2024	FORD	Expedition XLT	1FMJU1J80REA03186	\$2,500	\$2,500

TRAILER SCHEDULE

NAMED INSURED: City of Novi

POLICY TERM: 07/01/2024 to 07/01/2025

Veh #	Year	Make	Model	VIN #	Comp Ded	Coll Ded
	2024	Quality Steel	5x8 low profile SA	5LEB1DB10R1247615	\$2,500	\$2,500
	2023	Cross	7x16 Alpha Wedge	58E1W1628P1013135	\$2,500	\$2,500
	2017	American Hauler	18"Box Trailer	593200G2XH1058685	\$2,500	\$2,500
		SURE-TRAC	TRAILER	5JW1U1620G1139079	\$2,500	\$2,500
	2022	Karavan	Trailer 5 x 8	5KTUS1217NF523232	\$2,500	\$2,500
	2021	Joe's Trailer	Trailer 7 x 12	129BA1618ML467123	\$2,500	\$2,500
	2022	Kaufman	Deluxe Equipment tilt 22'	5VGFD2228NL009593	\$2,500	\$2,500
	2007	Bandit	Chipper 6SX SMALL	4FMUS11128RD06356	\$2,500	\$2,500
	1981	EG Beaver	Trailer	112OTL104BA020047	\$2,500	\$2,500
	2000	Cronkite	2400EWA Trailer	473243020Y1110786	\$2,500	\$2,500
	2002	Pace America	Trailer	40LFB1220XP047517	\$2,500	\$2,500
	2004	Kohler 150KW	150RE0ZJB	787131	\$2,500	\$2,500
	2004	Rice	Trailer 24'	4RWUF24224N028504	\$2,500	\$2,500
	2004	Rice	Trailer 24'	4RWUF24244N028505	\$2,500	\$2,500
	2005	Kohler 150KW	150RE0ZJB	2078152	\$2,500	\$2,500
	2005	Vermeer	Grinder 5C602	1VRZ141D051000113	\$2,500	\$2,500
	2005	Rice	Trailer 24'	4RWUF24236N031463	\$2,500	\$2,500
	2005	Rice	Trailer 24'	4RWUF24236N031470	\$2,500	\$2,500
	2005	Bandit	Chipper (Large)	S/N-007139 / 35892	\$2,500	\$2,500
	2006	Global	6 in. Portable trash pump	667409	\$2,500	\$2,500
	2007	Ingersol Rand	Air Comp. Trailer	4FVCABAA57U386840	\$2,500	\$2,500
	2007	CargoMate	CHW714TA2	5NHUEH4258N062972	\$2,500	\$2,500
	2009	Aqua Mulcher	Hydro Seeder	1T9AB15239C965052	\$2,500	\$2,500
	2012	Cronkhite	6200A Trailer	473632828C1000313	\$2,500	\$2,500
	2017	Rice	20' Utility Trailer	4RWR1202HH014074	\$2,500	\$2,500
	2017	Forest River	FORCE	5NHUFAV26H1060822	\$2,500	\$2,500
	2017	Spaulding	Hot Patcher (2 Ton)	T2DRSOJD-17-0111-173	\$2,500	\$2,500

TRAILER SCHEDULE

NAMED INSURED: City of Novi

POLICY TERM: 07/01/2024 to 07/01/2025

Veh #	Year	Make	Model	VIN #	Comp Ded	Coll Ded
	2017	Spaulding	Hot Patcher (4 Ton)	T4DRSOJD-17-2410-172	\$2,500	\$2,500
	2018	Trailer King	21' Utility Trailer	1TKC03123JR126132	\$2,500	\$2,500
	2019	Century Industries	Trailer Sound Stage	1XCSY2417K3003396	\$2,500	\$2,500
	2020	Formula	Trailer (Tech Rescue)	53BFTEA23LB000955	\$2,500	\$2,500
	2020	Wanco Trailer	Message Board	5F12S1012K1007495	\$2,500	\$2,500
	2020	Wanco Trailer	Message Board	5F12S1012K1008176	\$2,500	\$2,500
	2020	Wanco Trailer	Message Board	5F12S1015K1008172	\$2,500	\$2,500
	2021	Great Lakes	Open General Cargo	1J9BA2029ML467056	\$2,500	\$2,500
	2021	TrafFix Scorpion II	Trailer Attenuator	4T9TA1712H1M70785	\$2,500	\$2,500
	2010	Magnum	6kW Light Tower		\$2,500	\$2,500
	2013	Kaufman	TILT DUAL AXLE	5VGFD2220DL004516	\$2,500	\$2,500
	2013	Amida	Arrow Board	N/A	\$2,500	\$2,500
	2019	Marine Master	TL1673SS-SAW	5JUBA1911JT068527	\$2,500	\$2,500
	2023	Custom Joe's Trailer	5x8 drop gate trailer	1J9BA0817RLI467001	\$2,500	\$2,500

PUBLIC ENTITY AUTO EXTENSION ENDORSEMENT

Description	Limits
Airbags	\$1,000
Bail Bonds – Increased Limit	\$3,000
Blanket Waiver of Subrogation – Per written contract or agreement	Included
Customized Equipment	Included
Elected or Appointed Officials and Members of your Board	Included
Expected or Intended Injury	Included
Fire Trucks	Included
Hired Auto Physical Damage – Loss of Use Increased Limit	\$65 Day/\$750 Any One Accident
Insured Expenses – Increased Limit	\$500/day
Knowledge of Accident or Loss	Included
Personal Property	\$400
Public Entity Mobile Equipment	Included
Owners of Commandeered Autos	Included
Transit Rodeo	Included
Transportation Expense – Increased Limit	\$50 Day/\$1,500 Maximum
Unintentional Errors or Omissions	Included
Volunteer or Employee Firefighters	Included
Volunteer or Employee Firefighter Auto Deductible Reimbursement	Up to \$500
Waiver of Deductible – Glass	Included

Note: The above comments are descriptive only. The precise coverage afforded is subject to the terms, conditions and exclusions of the policies as issued.

DRONE/AVIATION

Insured by The Charter Oak Fire Insurance Company, AM Best Rating A++ XV
Effective: 7/1/2024 to 7/1/2025

Drone Coverage Liability Coverage only (no Physical Damage)

Scheduled Aircrafts	DJI Mavic 2 Zoom Serial #OM6DF9600104F8
	DJI Mavic 2 Pro Serial #R0A3TN6 UAV
	DJI Mavic 2 Enterprise DUAL UAV 298DG7PR01J1FO
	DJI Matrice M30T SERIAL# 1581F5BKD225200B503Z
	DJI Matrice M30T Serial #1581F5BKD225500B33U3

CYBER LIABILITY

Insured by Travelers Property Casualty Company of America, AM Best Rating A++ XV
Effective: 7/1/2024 to 7/1/2025

CyberRisk Aggregate Limit	\$1,000,000
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Liability coverage information

COVERAGE	LIMIT	RETENTION
Privacy And Security	\$1,000,000	\$50,000

Breach Response coverage information

COVERAGE	LIMIT	RETENTION
Privacy Breach Notification	\$1,000,000	\$50,000
Computer and Legal Experts	\$1,000,000	\$50,000
Betterment	\$100,000	\$10,000
Cyber Extortion	\$1,000,000	\$50,000
Data Restoration	\$1,000,000	\$50,000
Public Relations	\$1,000,000	\$50,000

CYBER LIABILITY

Insured by Travelers Property Casualty Company of America, AM Best Rating A++ XV
Effective: 7/1/2024 to 7/1/2025

Cyber Crime coverage information

COVERAGE	LIMIT	RETENTION
Computer Fraud	\$250,000	\$10,000
Funds Transfer Fraud	\$250,000	\$10,000
Social Engineering Fraud	\$100,000	\$10,000
Telecom Fraud	\$500,000	\$50,000

Business Loss coverage information

COVERAGE	LIMIT	RETENTION
Business Interruption	\$1,000,000	12 Hours
Business Interruption - System Failure	\$1,000,000	12 Hours
Dependent Business Interruption	\$1,000,000	12 Hours
Reputation Harm	\$1,000,000	\$50,000

Additional First Party provisions

Betterment Coparticipation	50 %
Period of Restoration	180 Days
Period Of Indemnity	30 Days

CYBER LIABILITY

Insured by Travelers Property Casualty Company of America, AM Best Rating A++ XV
Effective: 7/1/2024 to 7/1/2025

Date

	DATES
Knowledge Date	07/01/2024
Privacy And Security Retroactive Date	07/01/2024

Coverage by endorsement

	OPERATING EXPENDITURES
US Net Operating Expenditures	\$109,871,770
Total Net Operating Expenditures	\$109,871,770

WORKERS' COMPENSATION

Insured by The Travelers Indemnity Company of Connecticut, AM Best Rating A++ XV
Effective: 07/01/2024 to 07/01/2025

Statutory Benefits Protection

Employers' Liability

Limits:	\$1,000,000	Each Accident
	\$1,000,000	Disease - Policy Limit
	\$1,000,000	Disease - Each Employee

Covered States: Michigan
(Each state with employees must be declared)

Development of Premium - Subject to Audit

State	Code	Classification	Payroll
MI	5509	Street Operations	\$845,629
MI	7382	Transit	\$165,032
MI	7520	Water Operations	\$1,001,017
MI	7610	Radio/TV	\$189,465
MI	7704	Firefighters	\$3,843,643
MI	7720	Police	\$7,684,177
MI	8395	Garage	\$309,274
MI	8601	Architects	\$394,470
MI	8810	Clerical (Office, Elected Officials, Library)	\$8,157,412
MI	9015	Building Operations	\$244,441
MI	9102	Parks & Rec	\$1,098,857
MI	9103	Crossing Guards	\$45,973
MI	9104	Lifeguards	\$27,755
MI	9410	Municipal Employee	\$1,171,943

WORKERS' COMPENSATION

Insured by The Travelers Indemnity Company of Connecticut, AM Best Rating A++ XV
Effective: 07/01/2024 to 07/01/2025

Total Standard Premium:	\$174,546
Increased Employers Liability	\$1,920
Premium Discount	(\$8,470)
Expense Constant	\$160
Terrorism	\$2,014
Total Policy Premium:	\$170,170

EXCESS LIABILITY – EXCLUDING HABITATIONAL

Insured by Travelers Property Casualty Company of America, AM Best Rating A++ XV
Effective: 7/1/2024 to 7/1/2025

Description

Limit:	\$9,000,000	Per Occurrence
	\$9,000,000	General Aggregate
	\$9,000,000	Products/Completed Operations Aggregate
	\$ 50,000	Crisis Management Service Expenses Limit
Self-Insured Retention:	\$10,000	
Form:	Occurrence – Coverage applies to General Liability, Employee Benefits, Public Entity Management Liability, Public Entity Employment-Related Practices Liability, Law Enforcement, Auto Liability, Employers Liability	
Excludes:	PFAS Exclusion Intellectual Property Exclusion – Coverage B Failure to Supply Exclusion – Coverages A and B Fungi or Bacterial Exclusions – Coverages A and B Mobile Equipment Racing Exclusion – Coverage B Nuclear Energy Liability Exclusion Public use of Private Property Exclusion – Coverages A and B Watercraft Liability Exclusion – Coverage B Discrimination Exclusion – Coverage B Injury to Volunteer Firefighters Exclusion – Coverage B Law Enforcement Activities or Operations Exclusion – Coverage B Lead Exclusion – Coverage B Pollution Note Related to Autos Exclusion – Public Entities or Indian Tribes – Coverage A Professional Health Care Services Exclusion with Limited Exception for Designated Professionals – Coverages A and B Abuse or Molestation Exclusion – Coverage A and B – With Limited Follow-Form Exception Designated Exposure Exclusion – Coverage A and B – Older Adult Services/Meadowbrook Commons	

EXCESS LIABILITY - HABITATIONAL - MEADOWBROOK

Insured by Richmond National Insurance Company, AM Best Rating A- VII **NON-ADMITTED***
Effective: 7/1/2024 to 7/1/2025

Description

Limit:	\$5,000,000	Each Occurrence
	\$5,000,000	Annual Aggregate
Form:	Occurrence – Coverage applies to General Liability and Employee Benefits	
Forms:	OFAC/OFAC Related Liability Exclusion Combined Policy Exclusion Electronic Facsimile Telephone Exclusion Anti-Stacking of Limits Endorsement Mold, Fungus, Bacteria, Virus & Pathogens Exclusion Nuclear Energy Liability Exclusion Access to or Disclosure of Confidential or Personal Information/Data-Related Exclusion Absolute Pollution, Silica, Asbestos, Lead and Related Liability Exclusion Punitive Damages Exclusion Liquor Liability Exclusion Assault, Battery, Abuse and Related Conduct Exclusion Construction Activities Exclusion Health Care Exclusion Directors/Officers Liability Exclusion War/Terrorism Exclusion Minimum Earned Premium Foreign Liability Exclusion Unimpaired Aggregate Limit Endorsement Virus, Disease, Infectious Agents Exclusion PFAS & Related Chemicals Exclusion Injury to Independent Contractors Exclusion Professional Services Exclusion Limited of Coverage to Designated Premises, Project or Event Habitability of Premises Exclusion Absolute Auto, Aircraft and Watercraft Exclusion	

25% Minimum Earned Premium

*CARRIER IS NOT LICENSED WITHIN THE STATE OF MICHIGAN, IN THE CASE OF INSOLVENCY, PAYMENT OF CLAIMS CANNOT BE GUARANTEED.

PREMIUM SUMMARY

Property	\$84,075.00
Inland Marine	\$4,691.00
Crime	\$1,059.00
Commercial General Liability	\$74,559.00
Employee Benefit Errors & Omissions Liability	\$475.00
Public Entity Management Liability	\$16,733.00
Employment Practices Liability	\$21,686.00
Law Enforcement Liability	\$51,311.00
Automobile	\$177,382.00
Drone Liability	Included
Cyber Liability	\$19,131.00
Workers' Compensation	\$160,090.00
Excess Liability – Excluding Habitational	\$72,461.00
Excess Liability - Habitational - Meadowbrook	\$49,442.00
Brokerage/Policy Fee	\$650.00
Surplus Lines Tax	\$1236.05
TOTAL	\$734,981.005

Note: The above premium quotation is valid for 30 days from date of presentation.

PAYMENT PLAN

All Policies Except Excess Liability – Habitational - Meadowbrook

Direct Bill Annual

Excess Liability – Habitational – Meadowbrook

Agency Bill Annual

Kapnick is compensated through commissions paid by insurance companies and/or fees paid by our clients.

Kapnick also has agreements with some insurance carriers whereas they may earn supplemental or contingent income based upon a number of factors including business volume, growth, retention and underwriting results of the overall book of business and not tied to a specific account. Information on any such agreements Kapnick may have with the client's insurance carriers is available upon written request.

Kapnick recommends insurance carriers to our clients based on cost, coverage, service capability and financial security -- not based on the existence of commissions and/or contingency agreements.

TERRORISM RISK INSURANCE ACT

- Temporary program under which the Federal Government would share the risk of loss from future terrorist attacks with the insurance industry, recently extended to 01/01/2020.
- All commercial lines insurers are required to provide customers with a disclosure notice advising of the availability of coverage under The Act and the right to accept or reject coverage at the additional premium, if any, included within the notice.
- For a copy of the Act, relevant regulations, and other materials, visit the web site at:
<http://www.treas.gov/offices/domestic-finance/financial/institution/terrorism-insurance>

With the exception of Workers' Compensation, Commercial Auto, Professional Liability (other than Directors & Officers), Surety, Burglary and Theft, The Act gives you the right to accept/reject the offer of terrorism coverage. You may waive such coverage by signing a written statement. If accepted the premiums were included in the Premium Summary Page.

<u>Coverage</u>	<u>Accepted / Rejected</u>	<u>Premium</u>
Package – Liability, Inland Marine	Accepted	Included
Excess – Excluding Habitational	Accepted	Included
Excess - Habitational	Rejected	\$2,404 plus tax

Before rejecting, please check with your lender as they may require that you carry this coverage.

Note: Actual coverage provided by your policy for acts of terrorism is limited by the terms, conditions, exclusions, limits, and provisions of your policy, any endorsements to the policy, and applicable rules of law.

SUBJECTIVITIES

Quote is subject to the following

- Dams-
 - Meadowbrooke & Leavenworth – dam inspection noted actions such as monitoring and maintenance were needed, City has until 2028 for a few of the items so please advise status and/or what plans the city has or will implement.
 - Taft Road- Inspection noted replacing or repairing the twin CMP culvert should be completed within 60 days of April 2024 letter. We are requesting an update on compliance for the twin CMP culvert as requested on the Dam inspection report by 7/1 if we bind coverage. (I included the letter for reference)
- Abuse- if they would like the current limits to be increased to \$1M, we would need a completed signed application. As previously mentioned, the current Abuse app conflicts with the Risk control regarding training and some other areas.
- Sewer back up- if they would like the limits increased to \$1M, we would need the Utility app completed. I have attached. We need to confirm adequate maintenance and controls are in place for the lift stations.

Excess Liability – Habitational – Meadowbrook

- Signed and Dated Application
- Signed and Dated Terrorism Form

Marketing Summary

- Tokio Marine/HCC – Renewal quotes received
- Travelers – Quotes received
- Chubb – Decline
- Zurich – Decline
- Amerisure – Decline
- CNA – Decline
- Hanover – Decline
- Cincinnati – Decline
- Philadelphia – Decline
- Accident Fund – WC quote only received -not competitive

COVERAGE CHECKLIST

Property - Increase protection from loss to at least within 100% of the Replacement Cost

- Agreed Value of Insurance?
- Ordinance Coverage?
- Demolition Cost Coverage?
- Increased Cost of Construction?
- Functional Replacement Cost?
- Fire-Pollution Cleanup Expense?
- Debris Removal Expense?
- Peak Season? Stock? Reporting Form Coverage?
- Personal Property of Others?
- Employee Tools Coverage?
- Improvements & Betterments?
- Sewer/Drain Back-up?
- Mine Subsidence Insurance (Available for dwellings in limited counties)
- Mold?
- Outside Stock? (Trees, plants, and shrubs)
- Ocean Cargo?

Loss of Business Income

- Off Premises Power Interruption?
- Contingent Loss of Business Income Protection?
- Extra Expense Coverage?
- Rental Income?
- Leasehold Interest?

International Exposures? Current policy forms provide coverage in the United States (including its territories and possessions), Puerto Rico and Canada. Please make us aware of any exposures you might have outside this territory limitation.

Flood and Earthquake Coverage?

Light Poles, Fences, Signs & Glass Coverage?

Equipment and Machinery Breakdown Coverage?

Equipment Floater? Mobile Equipment Taken off Premises

- Rental Reimbursement?
- Hired /Rental Equipment?

Installation Floater? Builders Risk Coverage?

Transit Coverage? Owned Vehicles / Common / Contract Carriers

Fine Arts / Stained Glass / Collectibles Coverage?

Electronic Data Processing Coverage?

- Equipment / Hardware Coverage?
- Media / Software Coverage?
- Computer Fraud Coverage?
- First Party Liability?
- Third Party Liability?

Accounts Receivable Valuable Papers and Records Coverage?

Pollution Liability?

- Pesticide / Herbicide Applicators Liability?
- Premises? / Above Ground Storage Tanks? / Underground Storage Tanks?

Crime Coverage?

- Employee Dishonesty?
- Forgery / Alteration?
- Disappearance or Destruction – Inside / Outside ?
- Government / License / Permit / Performance Bonds?
- E.R.I.S.A. Bond Coverage?
- Credit Card Forgery / Receipts coverage?
- Computer Fraud?
- Funds Transfer Fraud?
- Money Order & Counterfeit Currency?
- Fraudulent Funds Transfer?
- Extortion?
- Customer / Guest Property?
- Social Engineering Fraud / False Pretenses?
- Personal Accounts?

COVERAGE CHECKLIST

General Liability?

- Additional Insureds?
- Building Owner?
- Lessor of Equipment?
- Products Recall Expense?
- Manufacturers Errors & Omissions?
- Professional Liability?
- Foreign / International Liability?
- Per Location Aggregate Limits?
- Railroad Protective?
- Mold?
- Technology Errors & Omissions?

Automobile Coverage?

- Owned Automobiles?
- All Licensed Commercial Trailers Scheduled?
- Broad Form Drive–Other–Car Coverage?
- Rental Reimbursement Coverage?
- Increase Uninsured / Underinsured Motorists Limit?
- Increase Medical Payments?
- Hired Auto Physical Damage Coverage?
- Mini-Tort Property Damage Liability?
- All Truck Mounted Equipment Scheduled?
- Non-factory installed electronic equipment coverage?
- Emergency Towing Service?
- Valet Parking?
- Automobile Cargo Pollution
- Motor Carrier Act?
- On Hook / Cargo?
- Garagekeepers Liability?
- Antique/Classic Automobiles?
- Employee Hired Auto Coverage?

Workers' Compensation – Employers Liability?

- All states with payroll need to be reported
- Increased Limits?
- Stop Gap Liability? (OH, WA, WY, ND)
- Foreign Worker's Compensation or Self-Insurance?

Umbrella Liability?

- Higher Limits are Available

Aircraft Liability?

- Owned Liability?
- Non-Owned Liability?
- Hull Coverage?
- Air Cargo?

Watercraft Liability?

Management Protection?

- Directors and Officers Liability?
- Professional Liability?
- Fiduciary Liability?
- Employee Benefits Errors & Omissions Liability?
- Employment Practices Liability?
- Data Breach / Cyber Liability?
- Kidnap / Ransom / Extortion Liability?
- Workplace Violence?

Employee Coverages?

- Pension Plans?
- Group Life Insurance?
- Group Health Insurance?
- Section 125 Plans?
- 401K Plans?
- COBRA Compliance?
- Life Insurance?
- Accident Insurance?
- Personal Lines – Homeowners, Automobile, Watercraft?

Employer Coverages?

- Individual Pension Plan?
- Key Person Life / Disability Insurance?
- Buy / Sell Agreement Funding?
- Estate Analysis / Estate Planning?

COVERAGE CHECKLIST

Identity Fraud Expense Reimbursement Coverage?

Includes:

- ID Theft Resolution Services
- Lost Wages
- Loan Re-Application Fee
- Notary Charges
- Certified Mail Charges
- Long Distance Charges
- Daycare and Eldercare
- Coverage for Spouse
- Coverage for Domestic Partner
- Coverage for Household Family Members
- Attorney Fees
- Travel and accommodations up to \$1,000 per week for five weeks
- Reimbursement of expenses and fees for government-issued identification and copies of medical records

IMPORTANT INFORMATION

POLICIES GOVERN COVERAGE

This description of coverage is necessarily brief and is not to be considered as complete or in any way superseding or extending the terms of the policies. The insuring agreements, terms and conditions of the placing carrier's policy forms will govern the actual coverage that will be provided. **Policy coverages, terms and conditions may change at time of renewal and when changing insurance companies. Upon request, specimen copies are available for your review.**

It is important to note that there may be additional coverage differences that have not been outlined in this proposal. This is a convenient coverage summary, not a legal contract. We encourage you to review the actual policies quoted/sold for specific terms, conditions, limitations, and exclusions that will govern in the event of loss, and contact us if you have any questions.

CLIENT RESPONSIBILITIES

Changes in Operations or Exposures:

Our presentation is based upon exposures to loss that presently exist and were made known to Kapnick Insurance Group. **Any changes in operations or exposures should be reported promptly in order that they may be properly insured.**

Policy Limits:

It is the responsibility of the client to make sure limits are adequate. Kapnick Insurance Group understands that every business operation is unique and, therefore, recommends that you carefully review each of the coverage limits provided. We suggest you obtain a professional appraisal of your assets to properly assure adequate insurance to value. Please note that higher limits of coverage may be available to you.

A completed Business Income Worksheet is strongly recommended to analyze your coverage limit and necessary to obtain agreed amount coverage.

Claim Reporting:

It is important to report workers' compensation claims directly to the carrier in a timely fashion. All other claim types should be reported directly to your Kapnick Commercial Claims Advocate. If our office is closed, please reach out directly to your insurance carrier to report your claim.

Policy Premium:

Premiums for the policies are due and payable as billed, in full or as insurance company installments. Premiums may be financed, subject to acceptance by an approved finance company.

Policy Audits:

Some policies are written on a "subject to audit" basis. It is the duty of the client to provide information to the insurance company when requested. Noncompliance could result in an additional premium charge.

CONTRACTUAL RISK TRANSFER

Contracts:

Prior to signing any contract or lease, Kapnick Insurance Group advises you to seek an attorney's opinion. Our review of any contract/lease is not to provide legal advice and is limited to what is clearly marked as being pertinent to the insurance coverage we place for your business. Your contract may be broader than the insurance provided.

Proof of Insurance:

A certificate or any proof of insurance that we may provide is for informational purposes only and does not amend, extend, or alter coverage provided by the policies.

KAPNICK RISK SERVICES CENTER

Web-based risk management platform that is exclusive to Kapnick clients

We are pleased to present **Kapnick Risk Services Center**, a unique, web-based risk management platform and value-added service for our clients. The primary goal for any risk management program is to reduce injuries and improve profitability.

- The comprehensive **Safety Library and Resource Center** allows you to search among hundreds of documents and OSHA regulations instantly. With the click of a mouse you can access safety policies and programs, safety training presentations, safety posters, toolbox talks and many more valuable documents.
- With **Incident Track** you can document incidents in minutes including unsafe behaviors, near misses, incidents, OSHA recordables and claims. You can generate standard reports and get in-depth graphing and tracking capabilities that allow you to track and analyze your incidents by several criteria.
- Access to preferred pricing on **Motor Vehicle Reports** and **Background checks**.
- **HR Suite:** Here you will find the help you need to answer many of your questions that will save you time and money. The HR Suite contains thousands of pages of HR and benefits-related content, including COBRA, FMLA and HIPAA information and over 800 sample job descriptions. There is also over 500 downloadable HR and benefits forms, checklists and posters. Find your State and federal employment law information, downloadable posters and even how to hire and terminate employees to prevent wrongful termination lawsuits. There is even a downloadable sample Employee Handbook!
- **Certificate of Insurance tracking (COI Track)** – You need to collect and manage insurance certificates to make sure that all of your vendors, contractors, sub-contractors are properly insured. This time consuming task can take hours and tie up valuable staff time. COI Track helps you manage your Certificates of Insurance before a problem occurs and **saves you time and money!!**
- **Training Track:** Regulatory agencies, like OSHA and DOT have numerous training requirements. Additionally, your company likely provides training on numerous topics and must manage employee licenses and certifications. Training Track automates the tracking of certifications and scheduling of employee safety training. Generate comprehensive reports for any tracking need. This tool has also been used by Kapnick clients to track everything from building maintenance to fire extinguisher inspections!!
- **JSA Track:** Job safety analysis is a valuable and important step to evaluate individual jobs by breaking them into component parts. It is also an important component in complying with the Americans with Disabilities Act (ADA) and identifying the physical requirements for Workers Compensation return to duty programs. JSA Track saves you time and money by helping you do this in an automated format.
- **MSDS Track:** OSHA's Hazard Communication (Employee Right to Know) standard requires that Material Safety Data Sheets (MSDS) be collected for chemicals at every work site. Collecting, storing, categorizing and updating these sheets is time consuming and frustrating! MSDS Track saves time and money by managing MSDS electronically for your entire organization. Click and store MSDS instantly through available resource links.

Contact your Kapnick Client Executive for more details and how you can get started today!!

A.M. BEST RATINGS AND COMPANY STATUS

A.M. Best is a company that assigns ratings to insurance companies assessing their financial strength. These ratings range from A++ to F and provide an opinion of an insurer's financial strength and ability to meet ongoing obligations to policy holders.

Secure Best's Ratings

A++ and A+ (Superior)

Assigned to companies that have, on balance, superior balance sheet strength and operating performance. These companies according to A.M. Best, have a very strong ability to meet their ongoing obligations to policyholders.

A and A- (Excellent)

Assigned to companies that have, on balance, excellent balance sheet strength and operating performance. These companies, according to A.M. Best, have a strong ability to meet their ongoing obligations to policyholders.

B and B+ (Very Good)

Assigned to companies that have, on balance, very good balance sheet strength and operating performance. These companies, according to A.M. Best, have a good ability to meet their ongoing obligations to policyholders.

For more information on A.M. Best and their ratings go to: www.ambest.com

Admitted Insurance Companies

Admitted Insurance companies are licensed by each state and regulated by each state's Insurance Department. They are required to be a member of each states' guaranty association as a condition of their authority to transact business in that state. The guaranty association's purpose is to provide limited coverage as defined by guaranty association statutes on behalf of an insolvent insurer in that state. Certain criteria established by the guaranty association may preclude coverage for some policyholders entirely. Premium taxes / assessments are included in the rates.

Non-Admitted Insurance Companies

Non-Admitted Insurance companies are not licensed by the state in which the insured is located, and are not subject to its supervision. They usually underwrite risks for which insurance coverage may not be available through Admitted Insurance Companies. In the event of an insolvency of a non-admitted carrier, claims will not be paid by the state guaranty association. Premium taxes are not included in the rates and must be paid separately, but are included in the premium summary.

A.M. BEST RATINGS AND COMPANY STATUS

Financial Size Category

To enhance the usefulness of ratings, A.M. Best assigns each rated (A++ through D) insurance company a Financial Size Category (FSC). The FSC is based on adjusted policyholders' surplus (PHS) in U.S. dollars and may be impacted by foreign currency fluctuations. The FSC is designated to provide a convenient indicator of the size of a company in terms of its statutory surplus and related accounts.

Many insurance buyers only want to consider buying insurance coverage from companies that they believe have sufficient financial capacity to provide the necessary policy limits to insure their risks. Although companies utilize reinsurance to reduce their net retention on the policy limits they underwrite, many buyers still feel more comfortable buying from companies perceived to have greater financial capacity.

Class	Adj. PHS (\$ Millions)	Class	Adj. PHS (\$ Millions)
I	Less than 1	IX	250 to 500
II	1 to 2	X	500 to 750
III	2 to 5	XI	750 to 1,000
IV	5 to 10	XII	1,000 to 1,250
V	10 to 25	XIII	1,250 to 1,500
VI	25 to 50	XIV	1,500 to 2,000
VII	50 to 100	XV	2,000 or greater
VIII	100 to 250		

COINSURANCE CLAUSE EXPLAINED

What is Coinsurance?

Coinsurance is simply an agreement between you and the insurance company, wherein, you agree to carry insurance on your property in an equal amount to at least (80%, 90% or 100%) of its Actual Cash Value (or Replacement Cost). In return for doing this, you receive a rate credit.

How Does it Operate?

Example I

Let us assume that the cash value of the property is \$100,000. If insurance is carried for \$90,000 or more, the company will pay the entire loss up to the face value or amount shown on the policy at 90% coinsurance.

Value	Insurance	Loss	Company Pays
\$100,000	\$90,000	\$60,000	\$60,000
\$100,000	\$90,000	\$90,000	\$90,000
\$100,000	\$90,000	\$100,000	\$90,000

Example II

Assume insurance is carried for \$60,000:

Value	Insurance	Loss	Company Pays
\$100,000	\$60,000	\$50,000	\$33,333
Did carry / Should have carried x Claim			=Payment
\$60,000 / \$90,000		x \$50,000	=\$33,333

Note: The coinsurance clause refers to the Actual Cash Value *at the time of loss*. It is therefore strongly recommended that appraisals of property be made by reliable appraisal companies and that these appraisals be kept up-to-date at all times. We recommend at least an annual review of values and adjustment of insurance coverage.

PREMIUM & EXPOSURE ANALYSIS

Coverage

Physical Damage

	2023 Exposure	2023 Premium
Building	115,285,986	\$ 108,904
Contents	Included	
Business Income	100,000	
Flood Limit	2,000,000	
Earthquake Limit	2,000,000	
EDP	850,000	
Total Exposure	115,385,986	
Average Rate per \$1,000	0.94	

Crime

Employee Dishonesty	100,000	\$ 2,471
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Inland Marine

Equipment Floater	3,222,747	\$ 7,143
Total Exposure	3,367,739	
Average Rate per \$1,000	2.12	

Liability

General Liability*	\$1M/\$3M/\$50K	\$ 103,573
Employee Benefits Liability	\$1M/\$3M/\$50K	\$ 139
Liquor Liability/Host Liquor	Included	Included
Public Officials Liability	\$1M/\$1M/\$50K	\$ 17,134
Employment Practices Liability	\$1M/\$1M/\$50K	\$ 17,307
Law Enforcement Liability	\$1M/\$1M/\$25K	\$ 52,860

Workers' Compensation

Carrier	MML	\$ 153,497
Average Rate per \$1,000	19.98	
Total Payroll	25,179,088	

Automobile

MCCA		\$ 178,200
BI/PD Deductible \$10,000		\$ 14,490
# of Units	165	
Average Rate per Unit	1,080	

Tokio

	2024 Exposure	2024 Premium
		\$ 149,467
	139,097,398	
	Included	
	500,000	
	2,000,000	
	2,000,000	
	850,000	
Total Exposure	139,597,398	
	1.07	
		\$ 8,422
	100,000	
		\$ 8,495
	2,361,032	
Total Exposure	2,361,032	
	3.60	
		\$ 161,340
	\$1M/\$3M/\$100K	\$ 212
	\$1M/\$3M/\$100K	
	Included	Included
	\$1M/\$1M/\$100K	\$ 38,830
	\$1M/\$1M/\$100K	\$ 40,624
	\$1M/\$1M/\$250K	\$ 95,694
		\$ 153,497
	MML	
	19.98	
Total Payroll	25,179,088	
		\$ 151,874
		\$ 16,380
	180	
	935	

Travelers

	2024 Exposure	2024 Premium
		\$ 84,075
	149,656,000	
	Included	
	500,000	
	2,000,000	
	2,000,000	
	Included	
Total Exposure	150,156,000	
	0.56	
		\$ 1,059
	250,000	
		\$ 4,691
	1,796,230	
Total Exposure	1,796,230	
	2.61	
		\$ 74,559
	\$1M/\$3M/\$25K	\$ 475
	\$1M/\$3M/\$1K	
	Included	Included
	\$1M/\$1M/\$50K	\$ 16,733
	\$1M/\$1M/\$50K	\$ 21,686
	\$1M/\$1M/\$50K	\$ 51,311
		\$ 160,090
	Travelers	
	20.83	
Total Payroll	25,179,088	
		\$ 161,002
		\$ 16,380
	221	
	803	



Kapnick

PREMIUM & EXPOSURE ANALYSIS

Coverage

Umbrella

Limit of Liability

Umbrella -Meadowbrook Only

Limit of Liability

Richmond National

Cyber

Limit

Totals

\$ Change from prior year:

2023 Rates & Exposures	
Exposure	Premium
	\$ 58,773
9,000,000	
6,530.33	
	NA
	\$ 19,441
1,000,000	
	\$ 733,932

Tokio

2024 Rates & Exposures	
Exposure	Premium
	\$ 44,936
5,000,000	
8,987.20	
	NA
-	
	\$ 24,252
1,000,000	
	\$ 894,023
	\$ 160,091

Travelers

2024 Rates & Exposures	
Exposure	Premium
	\$ 72,461
9,000,000	
8,051.22	
	\$ 51,328
5,000,000	
5,703.11	
	\$ 19,131
1,000,000	
	\$ 734,981
	\$ 1,049

NOTES:

MEMORANDUM



TO: VICTOR CARDENAS, CITY MANAGER
FROM: BARBARA MCBETH, AICP, CITY PLANNER
SUBJECT: ARCHITECTURAL FAÇADE CONSULTANT
DATE: JUNE 7, 2024

A Request for Proposals (RFP) was issued to seek the services of an independent firm to provide architectural façade and residential plan review consulting services for the City of Novi. The Architectural Façade Consultant provides site plan and building façade evaluation and advisement services to the City Council, the Planning Commission, and the Community Development Department for new buildings or modifications to existing buildings proposed in the City. Façade inspection services, interpretation and application of Zoning Ordinance and Building Code standards for single family homes were also included in the RFP.

The scope of work for the consultant includes reviewing Site Plans for façade compliance with the Zoning Ordinance, façade inspection services, single family residential similar/dissimilar ordinance review and Michigan Residential Code Review for single family plot plans. The consultant reviews for quality development expectations, practicality, and functional excellence, acts as a resource for the Plan Review Center, and by providing assistance at meetings, as needed.

Response

One firm, DRN & Associates, Architects, PC (the City's current consultant) submitted a proposal which was reviewed by staff for qualifications of the assigned personnel, related experience, and potential conflicts of interest. Staff found no concerns with the proposal. The staff team selected to complete the review of the responses included the following members of the Community Development Department: Lindsay Bell, James Hill, Charles Boulard, and Barbara McBeth. Tracey Marzonie provided assistance throughout the process.

Mr. Necci has been Novi's Architectural Façade consultant since 2006, both at his current firm, DRN & Associates, Architects, PC, and previously at an architectural services firm called METCO. In the 1990s, Mr. Necci provided architectural façade services to the City of Novi through another firm, JCK and Associates.

Staff is pleased with the work produced by DRN over the term of the prior contract, and notes that there is a long-standing positive history with this firm as a consultant for the City of Novi. Mr. Necci, an architect with the qualifications necessary to do the work, is already familiar with the Community Development Department's procedures and requirements, prepares reports and inspections on a timely manner, and provides free phone consultations when requested.

Fees

The submitted Fee Proposal Form indicates that only two of the fifteen fees for service are proposed to increase. The two fees proposed to increase are both for Single Family Detached Dwelling Units, reviews completed for the Building Department:

- Single Family Façade Similar/Dissimilar Review is proposed to increase from \$120 to \$145
- Michigan Residential Code Reviews are proposed to increase from \$140 to \$165

Staff considers increases of \$25 per service (about 18-21% increase) a reasonable amount, since fees have not increased over the last five years. The hourly rate for services that are not specifically identified, is also proposed to remain unchanged.

The response included added comments that DRN proposes discounted fees for electronic (paperless) submittals. The discounted fees noted in the comments section of the Fee Proposal Form were not solicited and staff does not intend to exercise the option at this point. Staff intends to revisit this concept in the future when an electronic plan review system is in place but would like to proceed with the rest of the proposal at this time.

The total fees paid to the Façade consultant over the previous 3 years include the following:

		FY 20-21	FY 21-22	FY 22-23
	Façade Consultant Services			
	Facade Plan Review Deposits	\$20,410	\$20,545	\$42,605
	Façade - Outside services (city-paid fees)	4,750	6,000	4,500
	Similar/Dissimilar ordinance and Michigan Residential Code Deposits	32,245	21,070	9,620
		\$57,405	\$47,615	\$56,725

Next Steps

The Consultant Review Committee is expected to meet on Monday, June 10th to consider this proposal. If acceptable, staff will prepare a contract for consideration by the City Council at an upcoming meeting.



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.

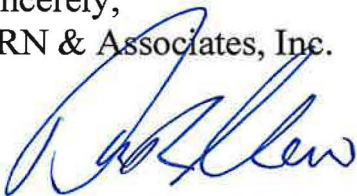
Façade Ordinance Maintenance – Over the history of the Façade Ordinance DRN has assisted in various refinements and improvements to the Ordinance. DRN understands that this is an ongoing process and stands ready to assist City staff in making additional improvements as required. DRN maintains a record 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

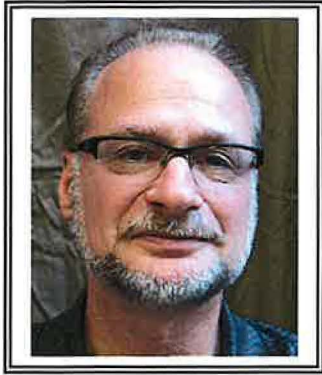
Appendix "B" – Certificate of Insurance

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



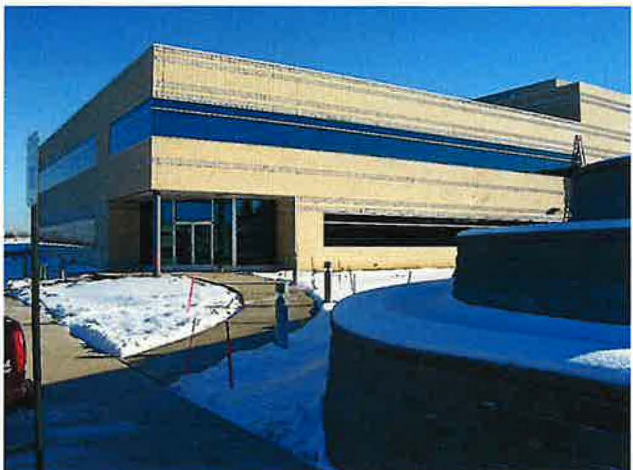
Exotic Automation

\$9 Million

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.



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>

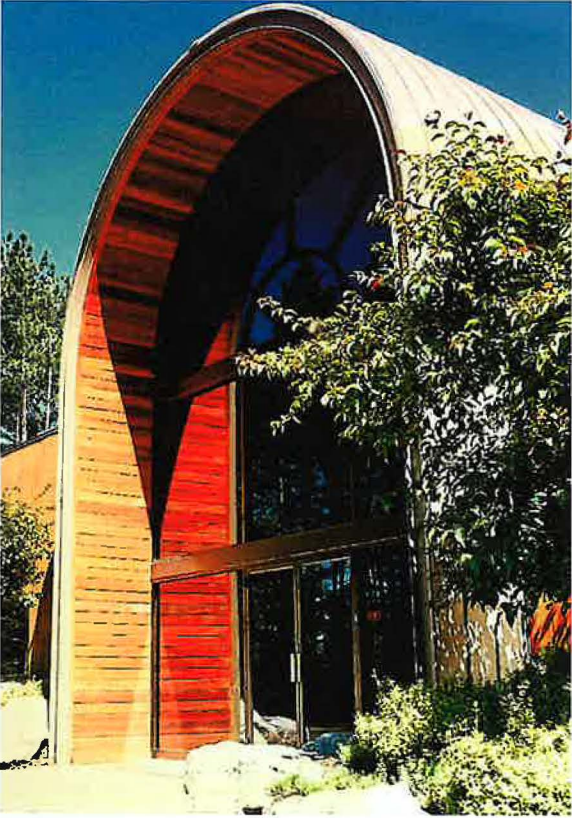
MAJOR PROJECTS		<u>ESTIMATED COST</u>
	<i>The Bharatiya Temple</i> Troy, MI This ongoing project features unique, highly ornamented Hindu-style architectural and cutting edge utilization of modern mold-cast products for building façade cladding.	\$10 Million
	Schupan International Milford Township, MI 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 \$ 165.00 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



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 _____

MEMORANDUM



TO: CONSULTANT REVIEW COMMITTEE
FROM: JEFFREY HERCZEG, DIRECTOR OF PUBLIC WORKS
SUBJECT: PUBLIC CIVIL ENGINEERING CONSULTANT SERVICES
CONTRACT RENEWAL FOR ORCHARD, HILTZ & MCCLIMENT
DATE: JUNE 10, 2024

The City uses three pre-qualified consultants (AECOM, Spalding DeDecker, and Orchard Hiltz & McCliment) under a common fee schedule to provide professional civil engineering services for public projects. The design phase and construction phase services provided by these consultants are necessary for the implementation of the City's Capital Improvement Program.

With today's economic uncertainty regarding services and their related costs, staff recommended taking advantage of the existing agreements with these three firms. The Novi-specific knowledge and experience these firms have gained over the last 10 years provides a tremendous benefit to staff members who interact with them daily.

At the Consultant Review Committee (CRC) meeting on May 2, 2022, the Engineering Division recommended the extension of the 2017-22 contracts for another five years (or until December 18, 2027). Based on feedback from the CRC during the meeting regarding current **Exhibit A** percentage increases and performance of one firm (OHM) on one project (Nine Mile Gravity Relief Sanitary Sewer), staff provided the following recommendations for each consultant's contract extension:

- Five-year extension for AECOM and Spalding DeDecker
- Two-year extension for OHM Advisors, with three one-year renewal options

Given the circumstances with OHM Advisors (specific to the Nine Mile Gravity Sewer Project, over budget and taking longer than anticipated) staff recommended a two-year extension with three one-year extension options. The two-year extension allowed incremental performance evaluation from the CRC without interruption or redistribution of CIP projects initiated or in the queue. Additionally further investigation of the Nine Mile Sewer project did not indicate errors in engineering design and execution. A second study by Spalding DeDecker confirmed there were no ecological or environmental impacts resulting from the Nine Mile Sewer project.

OHM engineering performance was exceptional after the May 2022 contract extension regarding the following projects:

Taft Road (10 Mile to City Limits) & 9 Mile Roundabout	Final construction of the contract was completed in August of 2023.
Safe Routes To School	Final Construction of the contract with MDOT was completed in June of 2023.
Howell's Sub Water Main, Paving and Sanitary Sewer Improvements	Final construction and pay was approved by City Council on February 4, 2024.
Sanitary Sewer Master Plan	Completed in January 2023.
Streambank Stabilization of Middle Rouge (10 Mile to Novi Rd)	Assessment and conceptual design completed in March of 2023.
Middle Rouge Streambank Stabilization and Meadowbrook Lake Dredging	Construction completed in May of 2024, minus some minor punch list items.
8 Mile/Garfield Pump Station	Completed construction in May of 2024.
West Park Booster Station Improvements	All work completed in 2022.
Westminster Water Main Rehab	Construction completed, minus punch list work in November of 2023.

The following projects are currently in progress or design:

Wixom Road Rehabilitation	Construction over halfway complete.
Jessica's Splash Pad	Construction complete and open to the public on Saturday, May 25, 2024.
West Park Rehabilitation (12 Mile Rd to Pontiac Trail)	Design 2024, construct 2025
13 Mile Road (M5 – Haggerty Rd)	Design 2024, construct 2025
SW Watermain Loop (8 Mile/Napier)	Design awarded

Based on evaluation and performance staff recommends extending OHM Advisors contract for one, two, or three years (three years aligns with other contracts) to be determined by the CRC.

EXHIBIT A - 2022-2027 ENGINEERING FEES

		ROAD RECONSTRUCTION		ROAD RECLAMATION		ROAD REHABILITATION		NON-MOTORIZED (SIDEWALKS, PATHWAYS & TRAILS)	
COST OF CONSTRUCTION From To		Design Phase (% Construction)	Contract Admin (% Construction)	Design Phase (% Construction)	Contract Admin (% Construction)	Design Phase (% Construction)	Contract Admin (% Construction)	Design Phase (% Construction)	Contract Admin (% Construction)
\$ -	\$ 50,000	12.25%	8.75%	11.75%	8.25%	10.75%	7.25%	14.75%	10.25%
\$ 50,001	\$ 75,000	12.00%	8.25%	11.50%	8.00%	10.00%	7.00%	14.25%	9.75%
\$ 75,001	\$ 100,000	11.50%	8.25%	11.00%	7.75%	9.50%	7.00%	14.00%	9.50%
\$ 100,001	\$ 125,000	11.00%	8.00%	10.25%	7.50%	9.00%	6.50%	13.50%	9.25%
\$ 125,001	\$ 150,000	10.50%	8.00%	9.75%	7.50%	8.75%	6.25%	13.00%	9.00%
\$ 150,001	\$ 200,000	10.00%	8.00%	9.50%	7.50%	8.50%	6.25%	12.50%	9.00%
\$ 200,001	\$ 300,000	9.75%	7.50%	9.00%	7.00%	8.00%	5.75%	11.25%	8.25%
\$ 300,001	\$ 400,000	9.25%	7.50%	8.50%	6.75%	7.50%	5.50%	10.50%	8.25%
\$ 400,001	\$ 500,000	8.75%	7.00%	8.00%	6.25%	7.00%	5.00%	10.00%	8.25%
\$ 500,001	\$ 750,000	8.00%	6.75%	7.00%	5.75%	6.25%	4.25%	9.50%	8.00%
\$ 750,001	\$ 1,000,000	7.25%	6.25%	6.50%	5.25%	5.50%	3.50%	9.00%	7.25%
\$ 1,000,001	\$ 2,000,000	6.50%	5.50%	6.00%	4.50%	5.00%	3.00%	8.50%	6.75%
\$ 2,000,001	and greater	6.25%	4.75%	5.50%	4.00%	4.50%	2.75%	8.00%	6.00%

		WATER MAIN CONSTRUCTION		SANITARY/STORM SEWER CONSTRUCTION		UNDERGROUND UTILITY REHABILITATION		TRAFFIC SIGNALS	
COST OF CONSTRUCTION From To		Design Phase (% Construction)	Contract Admin (% Construction)	Design Phase (% Construction)	Contract Admin (% Construction)	Design Phase (% Construction)	Contract Admin (% Construction)	Design Phase (% Construction)	Contract Admin (% Construction)
\$ -	\$ 50,000	11.50%	8.75%	12.25%	8.75%	10.00%	7.00%	14.50%	7.50%
\$ 50,001	\$ 75,000	11.00%	8.25%	11.75%	8.25%	9.25%	6.75%	13.50%	7.00%
\$ 75,001	\$ 100,000	10.25%	8.00%	11.25%	8.00%	8.75%	6.75%	11.25%	7.00%
\$ 100,001	\$ 125,000	9.75%	7.50%	11.00%	7.50%	8.25%	6.25%	10.25%	6.75%
\$ 125,001	\$ 150,000	9.25%	7.25%	10.50%	7.50%	7.50%	6.25%	9.00%	6.50%
\$ 150,001	\$ 200,000	8.50%	7.00%	10.00%	7.00%	7.00%	6.25%	8.25%	6.00%
\$ 200,001	\$ 300,000	8.00%	6.75%	9.50%	6.75%	6.25%	5.75%	7.50%	5.75%
\$ 300,001	\$ 400,000	7.50%	6.75%	9.25%	6.75%	5.75%	5.50%	7.00%	5.50%
\$ 400,001	\$ 500,000	7.50%	6.75%	9.00%	6.75%	5.00%	5.00%	6.50%	5.50%
\$ 500,001	\$ 750,000	7.00%	6.00%	8.75%	6.00%	4.50%	4.75%	6.00%	5.00%
\$ 750,001	\$ 1,000,000	6.75%	5.50%	8.50%	5.50%	4.25%	4.50%	5.50%	5.00%
\$ 1,000,001	\$ 2,000,000	6.50%	5.00%	8.00%	5.00%	4.00%	4.00%	5.00%	4.50%
\$ 2,000,001	and greater	6.25%	4.50%	7.75%	4.50%	3.75%	3.50%	4.75%	4.50%

Other types of Work:

	Per/Costs	
Legal Descriptions and Exhibits	\$ 850.00	per property in addition to those included in base scope
Survey Crew (for miscellaneous work)	\$ 180.00	per hour all inclusive
Biennial Bridge Inspections (per MDOT requirements)	\$ 925.00	per bridge (ten bridges total)
Dam Inspections (per MDEQ/MDNR requirements)	\$ 1100.00	per dam (four regulated dams total)
PASER Pavement Management (map and ranking update)	\$ 7600.00	per year (City-wide for all publicly owned roadways)
Concrete Panel Replacement (CPR) Program Prioritization	\$ 6800.00	per year (City-wide for all publicly owned residential streets)
Non-Motorized Pathway Management & Maintenance Plan	\$ 7900.00	per year (City-wide within publicly owned right-of-ways)
Grant Writing (research, writing, reporting & applying)	\$ 140.00	per hour all inclusive
Parking Lot Management & Maintenance Plan Update	\$ 6150.00	per year (City-owned parking lots)
General Consulting (Engineer)	\$ 125.00	per hour all inclusive
General Consulting (Senior Engineer)	\$ 175.00	per hour all inclusive
Inspection Crew Day (per Exhibit B requirements)	\$ 800.00	per crew day

MDOT LAP Projects

Add 0.50% Design
Add 0.75% CA

Notes:

- Design fees are determined by multiplying the construction cost estimate by the % fee shown in the above tables.
- Contract Administration fees are determined by multiplying the contractor's bid by the % fee shown in the above tables.
- Inspection fees are determined by multiplying the number of crew days provided by the contractor in the bid by the cost per crew day as defined above.
- See the Request for Proposals and Request for Qualifications regarding the specific scope of services included under each fee and for any exclusions (i.e. work performed by City staff as part of the project).
- All percentages and fees shall be considered 'all-inclusive'.



**NOTICE - CITY OF NOVI
REQUEST FOR QUALIFICATIONS
OWNER'S REPRESENTATIVE SERVICES
FOR NEW PUBLIC SAFETY BUILDING**

The City of Novi will receive sealed qualifications for Owner's Representative Services for New Public Safety Building according to the specifications of the City of Novi.

A mandatory pre-proposal meeting will be held Day, Date promptly at 10:00 A.M. at the Novi Civic Center, 45175 Ten Mile Rd., Novi, MI 48375.

Sealed qualifications will be received until **Time**, prevailing Eastern Time, **Day, Date**. 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 **"OWNER'S REPRESENTATIVE SERVICES FOR NEW PUBLIC SAFETY BUILDING"** 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: **Date**

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 and obtain an official copy.



CITY OF NOVI

OWNER'S REPRESENTATIVE SERVICES FOR NEW PUBLIC SAFETY BUILDING

INSTRUCTIONS TO PROPOSERS

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

IMPORTANT DATES

RFQ Issue Date

Date

Mandatory Pre-proposal Meeting

**Day, Date, Time
Location**

Last Date for Questions
Submit questions via email to:
tmarzonie@cityofnovi.org

Day, Date, Time
Tracey Marzonie, Accountant

Response Due Date

Day, Date, Time

Anticipated Award Date

Date

MANDATORY PRE-PROPOSAL MEETING

The mandatory pre-proposal meeting begins promptly at the time listed above and will be closed thereafter to latecomers. It is the vendor's responsibility to take traffic, weather, etc. into consideration in order to arrive at the pre-bid meeting on time.

QUESTIONS

Please email all questions to the person listed above. Please put the name of the 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)** signed, unbound 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 Qualifications, 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 . 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 RFP opening for its own convenience.

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

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

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

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

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of 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 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. 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.

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.

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.

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 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 (1) and (2) 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).

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.



**CITY OF NOVI
OWNER'S REPRESENTATIVE SERVICES
FOR NEW PUBLIC SAFETY BUILDING**

SPECIFICATIONS

BACKGROUND

Nestled in the southwest corner of Oakland County is one of Michigan's most internationally diverse cities. The City of Novi is home to nearly 67,000 residents from all over the world and boasts thousands of vibrant businesses that span the globe. Novi is fortunate to have excellent schools, quality public services, safe neighborhoods, preservation of natural features, solid property values, and continued development. Additionally, in Novi, we are extremely proud of our cultural diversity. More than 60 businesses based in Japan and at least 14 businesses based in Germany call Novi "home" in the United States. The City of Novi boasts a State Equalized Value of more than \$4.1 billion, higher than the State Equalized Value of 60 of the 83 counties in Michigan. Novi's proven vitality, strategic location and diverse opportunities are an economic success story in which there is plenty of room for additional new commercial, industrial and residential growth.

Though the police department building was constructed forty-plus years ago in 1980, it was renovated in 2000 and is regularly updated or retrofitted to meet today's demands. However, it is deficient for an evolving workforce, technological advancements, and HVAC needs. Fire Stations One and Two were both constructed in 1981. A 2,295 square foot expansion was completed in 1988 at Station One, and a renovation was completed on Fire Station Two in the winter of 2009. Since then, these two stations have not been updated.

Fire Station Three was constructed in 1978, and there has been no remodeling since its original construction. None of these three fire stations have adequate facilities to accommodate a diverse workforce. There are limited female facilities in the fire stations, and there are no locker rooms for our female employees. Much like the police department, the fire stations are deficient in an evolving workforce, technological advancements, and HVAC needs. Recognizing the need to evolve our public safety infrastructure, in 2023 The City of Novi established a Public Safety Needs Facilities Committee to address the aging facilities. The Public Safety Needs Facilities Committee identified the necessity to replace the Police Department building as well as Fire Stations One, Two and Three. In 2020, the City of Novi purchased a 1.76-acre parcel of land on Venture Drive north of Nine Mile Road, with the intent to build a new Fire Station Three on this location.

In 2023 the City of Novi purchased land on the Southwest corner of Eleven Mile and Lee Begole Drive to build a new Public Safety Headquarters that would encompass a Police Department and Fire Station One. The committee is currently deliberating the placement

of Fire Station Two regarding rebuilding on the current site or identifying a new location. The committee also recognized two areas of the city that see extended fire department response times due to their proximity to the closest station. Discussions led to the proposal of two additional fire stations in those areas: one in the northwest and one in the southwest corners of the city.

Currently, there are 73 sworn officers and 23 civilian employees. The department makeup is approximately 36% female, including both sworn and civilian employees.

In addition to employee demographic changes, service expectations and technological advances also drive the need for new facilities.

A recent space needs study conducted by Redstone Architects recommends an 80,000 square foot facility to meet the needs and service levels of the community. An increased need for space to improve function, workflow, circulation, and security were all acknowledged.

SCOPE OF WORK

A. Design Phase Information

The Owner's Representative shall monitor the Design Professional's compliance with the Project objectives and shall coordinate and expedite the flow of information between the City and the Design Professional.

B. Project Meetings

The Owner's Representative shall conduct bi-weekly Project meetings attended by the City and the Design Professional.

C. Independent Construction Cost Estimating

The Owner's Representative shall produce construction cost estimates including parametric cost modeling as well as developing full construction cost estimates at each key stage of design. If a Construction Manager is awarded during the design phase the Owner's Representative will provide independent construction cost estimates as a third-party audit of any Construction Management estimates.

D. Operating Cost Review

The Owner's Representative shall estimate the operating costs of the new facility and identify opportunities to reduce operating expenses.

E. Review of Design Documents

The Owner's Representative shall review the design documents for clarity, consistency, and constructability and for compliance with the project objectives.

F. City's Design Reviews

The Owner's Representative shall expedite the City's design review by compiling and conveying the City's comments to the Design Professional.

G. Approvals by Regulatory Agencies

The Owner's Representative shall oversee the transmittal of documents to regulatory agencies for review and shall advise the City of potential problems in the completion of such reviews.

H. Value Engineering / Cost Analysis

The Owner's Representative shall analyze and report to the City and advise the Design Professional of the cost of various design and construction alternatives.

I. Contract Compliance Review

Owner's Representative will review all proposed contracts and purchase orders for budget compliance, City compliance and issues involving risk of budget or schedule overruns.

PROPOSAL FORMAT

A. Business Organization

State the full name and address of your organization, and if applicable, any branch office or other subordinate element that will perform or assist in performing the work. Indicate whether you operate as an individual, partnership or corporation; if a corporation, indicate the state in which you are incorporated. If appropriate, state whether you are licensed to operate in the State of Michigan.

B. Experience

Respondent must list and describe a minimum of five (5) projects, completed within the last ten (10) years demonstrating the Respondent's experience as an Owner's Representative on similar projects specifically in the delivery of projects including municipal, governmental, or corporate business purposes or other similar facilities in size and scope. Referenced projects must demonstrate a level of expertise relative to the size and complexity of this Project at all levels of responsibility within the proposed team. Provide the following information for each project listed:

- Project description, name, and location
- Name of Architect and Construction Manager
- Total Development cost of the Project.
- Specific project role served by respondent and identify the role of proposed team members.
- Relevance of experience to this Project (ie. Corporate Services, Office, Renovation etc.)
- Name of Owner Reference and contact information including telephone number and/or email address.

C. Adding Value

- Provide examples where the proposed team was able to add value to a project. Specifically identify project leadership, and facilitation of decision making by the Owner.
- Describe familiarity with project financial management and technology systems.
- Describe additional services that may be beneficial to the Owner.

COST PROPOSAL

This portion of the proposal must be submitted in a sealed and separate envelope inside your submittal and clearly marked " RFQ FEE PROPOSAL" and submitted with your RFQ or uploaded electronically to the BIDNET MITN System.

Respondent must clearly describe in narrative form, the proposed business terms offered in the Proposal. Specifically identify the proposed method of reimbursement for professional services and project reimbursables.

If the Proposer's approach to the Work has identified additional services not identified in this RFP that would be beneficial to the success of this Project, include the associated costs as a separate line item in the proposed fee

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 Qualifications and Experience
2. Technical Approach
3. Staff Capabilities (Prime/Sub)
4. Specialized Expertise
5. Past Performance
6. Price

SHORT LIST INTERVIEWS

Respondents must be prepared to attend an interview and negotiate the final contract Scope of Services with the City prior to the awarding of the contract. Interviews are expected to be _____.



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

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

ADDITIONAL REQUIREMENTS

HOLD HARMLESS/INDEMNITY

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

CONTRACT FOR PROFESSIONAL SERVICES

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

THE CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

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

Article II. Timing of Performance.

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

Article III. Contract Price and Payment.

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

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

Article IV: 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 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 AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Justin Fischer
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

WITNESS AND DATES
OF SIGNATURES:

CONTRACTOR

Date: _____

By: name
Its: title

QUALIFICATION SUBMISSION & EVALUATION

Submission of Qualifications

All Statement of Qualifications must be submitted electronically through DemandStar.com by the specified opening date and time of the RFQ. Statement of Qualifications submitted after the specified date and time will not be accepted. Mailed Statement of Qualifications and/or emailed Statement of Qualifications to the City will not be accepted without the prior written approval by the City.

It is the sole responsibility of the Respondent to submit the pdf copy of the Statement of Qualifications on DemandStar.com.

Modify or Withdrawal of Statement of Qualifications

Respondents may modify, withdraw or cancel their Statement of Qualifications at any time prior to the RFQ opening date and time by deleting the SOQ document(s) attached to their submission on DemandStar.com. Mailed or emailed requests to withdraw a SOQ arriving after the specified RFQ opening date and time will not be accepted regardless of date/time stamp or post-marked time on the envelope. After the RFQ opening date and time, no SOQs shall be withdrawn or canceled for a period of ninety (90) calendar days. The successful Respondent shall not withdraw or cancel its SOQ after having been notified by the Purchasing Manager that said SOQ has been accepted, subject to approval by the City Manager or City Board.

Evaluation of Qualifications

- 30% Firm Qualifications and Experience
- 30% Technical Approach
- 20% Staff Capabilities (Prime/Sub)
- 10% Specialized Expertise
- 10% Past Performance

The review and scoring of the submittals will be based on the criteria and weighting per the City's QBS procedures as follows:

Disqualification

The following will be cause for disqualification of statement of qualifications:

- a. Inclusion of price and cost related items for the Scope of Services outlined in this RFQ;
- b. Reasonable basis to suspect either conflict of interest or collusion among Engineers;
- c. Engineers fails to submit required information, literature, or affidavits with statement of qualifications;
- d. Late submissions;
- e. Failure of any authorized person to sign any required forms;
- f. Engineer is prohibited by local, state or federal law from entering into public contracts;
- g. Engineer is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City;

- h. Engineer has failed to perform faithfully any previous contract with the City; and
- i. Anything to be in violation of the procurement policies and procedures for the City of Novi.

INSTRUCTIONS TO FIRMS ON COMPLETING FORMS
OWNER'S REPRESENTATIVE FOR PUBLIC SAFETY
BUILDING

The following RFQ Forms must be filled out completely, executed by an authorized agent and included in the SOQ.

SOQ SUBMISSION FORMS, in this order

☐	RFQ Cover Sheet
☐	Respondent Information Sheet
☐	Statement of Qualifications
☐	RFQ Exceptions Sheet
☐	RFQ Affirmation and Certification (signed)
☐	Certification of Compliance (signed)