



CITY of NOVI CITY COUNCIL

Agenda Item D
December 19, 2011

SUBJECT: Approval of recommendation from the Consultant Review Committee to award a two-year Façade/Architectural Consulting Services Contract to DRN and Associates (with option for a one-year renewal) and adoption of revised fee schedule.

SUBMITTING DEPARTMENT: Community Development Department, Planning Division ^{Basis}

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

A Request for Proposals (RFP) was recently issued to seek the services of an independent firm to provide façade/architectural consulting services for the City of Novi. The Façade/Architectural Consultant will provide site plan and building facade evaluation and advisement services to the City Council, Planning Commission, and the Community Development Department. Building Façade inspection services and Zoning Ordinance and Building Code review of single family homes were also included in the RFP.

The scope of work for the consultant includes reviewing Site Plans for facade compliance with all City Codes, façade inspection services, similar/dissimilar ordinance review and Michigan Residential Code Review, as well as for quality development expectations, practicality, and functional excellence. The consultant also acts as a resource for the Plan Review Center and provides assistance at meetings, as needed.

For this RFP, two firms submitted proposals. The proposals were reviewed by a staff team for five quality-based factors: *Firm's Ability to Perform Required Services; Evaluation of Assigned Personnel; Related Public/Municipal Experience; Budget, Cost Controls Experience and Results; and Potential / Current Project Conflicts*. The staff team included Andy Gerecke, Chris Blough, Charles Boulard and Barbara McBeth. Sue Morianti provided assistance throughout the process.

DRN & Associates was preferred by the staff review team based on the firm's past history providing clear and consistent review letters and reports as a consultant for the City of Novi, qualifications of the individuals assigned, and the firm's ability to meet other requirements of the RFP, including expedited review schedules, and attendance at meetings, when requested.

Fees have not increased for reviews, inspections or hourly rates for three years. Bids for DRN & Associates were opened and evaluated by the staff team. All fees stayed the same as provided in the previous contract with the following two exceptions (which resulted in a decrease in two fees): reduction in fees charged to the City for attendance at evening meetings from \$500 per meeting to \$400 per meeting, and consolidation of pass-through façade inspection fee to \$165 per building from the previous amount of \$130 per first building inspection and \$70 for subsequent building inspections.

The Consultant Review Committee (Members Staudt, Wrobel and Casey) met on November 28th and unanimously recommended to the City Council that DRN & Associates be selected as the firm to provide Professional Façade/Architectural Consultant Services. A two-year contract was recommended with a one-year renewal option.

If approved by the City Council, the attached contract would be effective within 60 days and run for a period of two years, with an option for a one year extension at the end of that timeframe.

RECOMMENDED ACTION: Approval of recommendation from the Consultant Review Committee to award a two-year Façade/Architectural Consulting Services Contract to DRN and Associates (with option for a one-year renewal) and adoption of revised fee schedule.

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

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

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract"), dated _____, 20____, and effective February 15, 2012 is by and between the **City of Novi**, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi Michigan, 48375 (hereinafter referred to as "Client"), and **DRN & Associates, Architects, PC**, whose address is 50850 Applebrook Dr., Northville, MI 48167 (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", the "fees" and the "proposal"), 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 one (1) additional year at the same prices, terms, and conditions of the original contract. Upon execution by both parties, and performance of the work shall be completed according to the timing set forth as part of this agreement, including 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. Consultant acknowledges that the attached Schedule A includes certain "pay for performance" provisions. Project plan reviews shall be due fifteen (15) days from the date of delivery to Consultant by the City (or by an applicant directly) of all materials necessary to complete a plan review assignment. For project plan reviews delivered on time, Consultant shall be entitled to 100% of the fee established for the review. On time delivery of reviews means delivery to the City employee responsible for coordination of a project on or before the due date. Late delivery of a project plan review shall entitle the City to reduce the fee paid to Consultant by five (5%) percent for each day the review is not delivered on time not to exceed \$500 per day. At Consultant's request, in unusual circumstances in which delivery of the review on time is prevented by circumstances beyond Consultant's control, such as a delay in required response(s) by other consultants or City employees, this reduction may be waived by the City Manager or his or her designee. Consultant may also

request an 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: Ownership of Plans and Documents; Records

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

Article V: Termination.

- D. 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.
- E. 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.

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

Article VI: Independent Contractor Relationship.

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

Article VII: Liability and Insurance.

- 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 B, 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 B. Consultant's professional liability insurance shall cover claim if and to the extent that the insured causes damage to others in the rendering of its professional services. Consultant shall give the Client immediate notice of any change in or cancellation of the coverage in place at the time this agreement is executed, shall provide a copy of any cancellation notice received from its insurer to the Client, and shall request that its insurer send such notice of cancellation to the Client. Consultant shall provide evidence of insurance coverage as set forth herein coverage at any time requested by the Client.

Article VIII: Information.

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

Article IX: Accuracy.

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

Article X: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Consultant. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. Compliance with Laws. This Contract and all of Consultant's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Consultant represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Approval; No Release. Approval of the City shall not constitute nor be deemed release of the responsibility and liability of Consultant, its employees, associates, agents and consultants for the accuracy and competency of their designs, working drawings, and specifications, or other documents

and work; nor shall that approval be deemed to be an assumption of that responsibility by the City for any defect in the designs, working drawings and specification or other documents prepared by Consultant, its employees, subcontractor, agents and consultants. After acceptance of final plans and special provisions by the City, Consultant agrees prior to and during the construction of this project, to perform those Consulting services as may be required by City to correct errors or omissions on the original plans prepared by Consultant and to change the original design as required.

- E. Assignment. Consultant shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- F. Dispute Resolution/Arbitration. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.
- G. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Consultant that it is hired by Client to work exclusively for Client (and by extension for the City should the work be accepted and implemented by the City) and Consultant agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Consultant's performance of the work.
- H. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:
- Client: City Manager Clay J. Pearson and City Clerk Maryanne Cornelius
Consultant: Douglas R. Necci, President
- I. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.
- J. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- K. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.

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

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

WITNESS/DATES OF SIGNATURE:

Date: _____

Date: _____

WITNESS:

Date: _____

City of Novi ("Client"):

By: _____
Robert J. Gatt, Its Mayor

By: _____
Maryanne Cornelius, Its Clerk

DRN & Associates ("Consultant"):

By: _____
Douglas R. Necci, Its President

872363

SCHEDULE A

PROJECT OVERVIEW AND SCOPE (The "Work")

The following describes the duties and responsibilities of the Architectural Façade consultant:

1. Michigan Residential Code Reviews – New Single Family Homes 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 ACCA Manual J-2002 for heating/cooling systems.
2. Similar/dissimilar ordinance review for residential construction. Most new single family homes must be in compliance with the similar/dissimilar ordinance of the City.
3. 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.
4. Consultant must be able to complete reviews, including all written documentation and reports to City, within fifteen (15) business days from receipt. Consultant must be able to complete all field inspections within five (5) 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, engineers).
7. Must be able to provide court testimony for ordinance enforcement, litigation, etc.
8. Attend public meetings, hearings, homeowner association meetings, etc. as directed and coordinated by the City of Novi.
9. A registered architect must be identified as one of the principals who is assigned to the City of Novi.

All individuals assigned to the City of Novi must meet Public Act 54 State of Michigan Registration requirements for building code review and all applicable State and local requirements.

SCHEDULE A

The "Fees"

Attached Fee Exhibit Effective February 15, 2012



CITY OF NOVI

RFP - CONSULTANT ARCHITECTURAL FAÇADE SERVICES

FEE PROPOSAL FORM

We the undersigned propose to furnish to the City of Novi services consistent with the Request for Proposals dated October 4, 2011.

A. Single Family Detached Dwelling Units (Building Department)

a. Single Family Façade	
i. Similar/Dissimilar Review	\$ <u>120.00</u>
ii. Additional Reviews	\$ <u>95.00</u>
iii. Review of Rear Façade only	\$ <u>35.00</u>
b. Code Review	
i. Michigan Residential Code (MRC) Reviews (Note 1)	\$ <u>140.00</u>
ii. Additional Reviews	\$ <u>115.00</u>
iii. Truss Review (no longer required)	\$ <u>35.00</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

a. Façade Reviews (Note 2)	
i. Buildings up to 5,000 S.F.	\$ <u>300.00</u>
ii. Buildings 5,001 to 15,000 S.F.	\$ <u>700.00</u>
iii. Buildings 15,001 to 50,000 S.F.	\$ <u>1,100.00</u>
iv. Buildings 50,001 S.F. and above	\$ <u>1,300.00</u>

b. Inspections

i. Site Inspections for Material Sample Board Compliance \$ 165.00 * /trip Building

Please provide total cost for inspection, even if multiple 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

a. Attendance at (Tuesday) Staff/Consultant meetings \$ 250.00 /meeting

b. Attendance at City Council or Planning Commission meetings \$ 400.00 ** /meeting

c. Additional meetings/Expert Witness/Ordinance revisions Hourly (see attached schedule)

In-house staff consultations and continuing education for Public Act 54 Registration are assumed to be provided at no cost to City.

D. Personnel hourly rate classifications

Please attach a schedule of hourly rates for all involved personnel, including Licensed Architect and Act 54 Certified personnel.

We acknowledge the following addenda (please indicate addenda numbers) _____

Comments * Fee includes up to 3 trips per building. In the unlikely event that more than 3 inspections are required each additional trip will be \$70.00.

** Please note that due to the average length of recent Planning Commission meetings, this item has been reduced from \$500.00/mtg. in the previous contract, to \$400.00/mtg..

Submitted by:

Company (Legal Registration) DRN & Associates, Architects PC

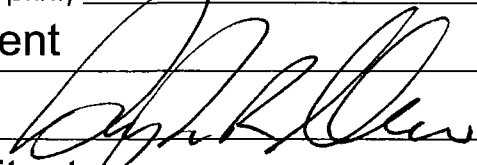
Address 50850 Applebrooke Dr.

City Novi (Northville mailing) 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 10/28/2011



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

HOURLY RATE SCHEDULE

Licensed Architect (Douglas R Necci).....	\$125.00/Hr.
Licensed Architect, Expert Witness	\$150.00/Hr.
Graduate Architect	\$85.00/Hr.
Act 54 Certified Plan Reviewer	\$80.00/Hr.
Act 54 Certified Inspector	\$80.00/Hr.
Clerical / Administrative Support	\$35.00/Hr.

Sincerely,
 DRN & Associates, Inc.


 Douglas R. Necci AIA – President

SCHEDULE A

City of Novi
Consultant – Architectural Façade Services
The “Proposal”
Attached



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

October 28, 2011

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

Attn: Clay Pearson – City Manager

Re: Consultant - Architectural Façade Services RFP

Dear Mr. Pearson,

As Novi's current Façade Consultant, DRN & Associates has a proven track record of providing satisfactory review services for the City of Novi. DRN is currently providing the services covered under this RFP, including residential Building Code Review, Similar / Dissimilar Ordinance Review, and Façade Ordinance Review. Recently, Commercial Building Code Review was added to our service to Novi under a separate contract. We are extremely proud of the excellent relationship we have established during our many years of working with your team. We are confident that the renewal of our 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 Façade Consultant Services and proposes to perform all services outlined in this Proposal and your RFQ/RFP entitled "Consultant - Architectural Façade Services", dated October 4, 2011.

QUALIFICATIONS, EXPERIENCE AND TRAINING

Mr. Necci's 27 years of service to the City of Novi has periodically included each of the following areas of service to the City of Novi. This demonstrates his unique ability to perform the duties called for in this RFP. Please refer to Mr. Necci's resume in **Appendix A** for additional information.

- Façade Ordinance Review
- Attending Pre-Application Meetings, when requested
- Façade Inspections
- Ordinance Maintenance, development, and revisions
- Providing periodic Planning Commission Orientations
- Similar / Dissimilar Ordinance Reviews
- Responding to inquiries from applicants
- Attending Planning Commission and City Council meetings, when requested.
- Michigan Residential Code Reviews
- Residential Structural Review
- Michigan Energy Code Reviews
- Attending bi-weekly consultant coordination meeting (Tuesday meetings)
- Expert witness, when requested
- Façade sample board storage and delivery
- Coordination with related Consultants i.e. Woodlands, Wetlands, Engineering, etc.
- Participate in orientations with Builders (BASM)
- Continuing education for ACT 54 and AIA certifications
- Commercial Building Code Reviews (beginning in 2011)

Unless otherwise noted, all of the services listed below will be performed for the fixed fees listed in the FEE PROPOSAL FORM enclosed in a separate envelope.

A. Single Family Detached Dwelling Unit (Building Department)

- a. Approach to Similar / Dissimilar Reviews – The Similar/Dissimilar Ordinance applies to all single-family detached dwellings. This Ordinance has been in effect for over 23 years and has contributed significantly to Novi's unique and high valued residential market. Mr. Necci has in fact provided these reviews for approximately 21 of those years.

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 constancy 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.

- b. Approach to Building Code Reviews - Residential plans will be reviewed for compliance with the 2009 Michigan Residential Code, and the 2009 Michigan Uniform Energy Code. Building Code reviews essentially involve making sure that the code compliance information is adequately indicated on the drawings and are understood by the builder. This includes structural framing of roofs, floors and walls, wind bracing, window and door headers, and other structural members. The energy code review involves checking that the minimum "R" values are provided for all elements of the building envelope. Additionally, a brick ledge and top-of-footing review will be performed. With this review the finished grades indicated on the plot plan are compared to the corresponding information on the foundation plan. This assures that the basement is constructed at the proper elevation so that proper drainages can be maintained surrounding the building and at adjacent lots.

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 approximately 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 an awareness of the applicant's perspective and contributes to the overall quality of the plan review process.

DRN is always interested in receiving feedback from the building inspectors regarding issues that are encountered in the field. Our review letters include a special section that highlights specific items of concern to the inspectors. This is updated periodically and is intended to reduce repeat violations in the field.

B. Commercial Building Architectural (Façade) Review

- a. Approach to Facades Reviews - As the Novi Façade Consultant, we believe our principal responsibility is to assist the City Administration in maintaining high quality architectural design in Novi. The Façade Ordinance provides a basic template 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 practices. 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. We ask, a: will it harmonize with its surroundings or stand out like a sore thumb, b: are the proportions balanced or disjointed, c: is it unique while being tasteful, or gimmicky so as to be out of style in a short time? If a building does not meet these standards DRN, through City staff, attempts to resolve things 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 whenever requested. We find that in most cases this dialogue is welcomed by the applicant. 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 Façade Chart, a “Section 9 Waiver” recommendation is provided. In these waiver letters, consideration is given to providing the information necessary to assisting 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, give some direction on how compliance may be achieved, and highlight our key concerns to City staff and the Planning Commission. An example of a Façade Review Letter can be found in **Appendix B**.

Façade reviews will include Section 2520 “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, as well as applicable sections of the Suburban Low Rise Ordinance.

- a.1 Façade Ordinance Revisions – 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.
- b. Façade Inspections – Façade Inspections are required by the Façade Ordinance and will be performed by DRN as part of this contract. The inspections are intended to assure that the materials and colors approved by the Planning Commission are in fact used on the building. All applications must include a façade material sample board which becomes part of the record documents. The sample boards are maintained by DRN until inspections are requested. Once requested, inspections must be performed the next day, before the materials are installed on the building. A Façade Inspection Report is issued after each inspection. All Façade Inspection Reports will include a digital photographic record of the progress of the building and comparison to the approved sample board. An example of a Façade Inspection Letter can be found in **Appendix B**.

DRN has recently developed a Façade Inspection Status Spread Sheet that tracks the status of façade inspections for all projects. This is intended to keep the Building Inspectors informed of the Facade Inspections and assist at the time of application for the occupancy permit. Depending on the building, several façade inspections may be required. Please note that unlike the prior fee arrangement, the proposed inspection fee covers up to 3 inspections for a given building.

- c. Stamping Sets – Stamping Sets are an integral part of the review process and represent the final approved documents for each project. Stamping sets are reviewed for consistency with prior approvals and must include any revisions agreed to during the Planning Commission meeting. Revisions initiated by the applicant that are inconsistent with Planning Commission approval are not allowed and must be identified. DRN typically reviews these drawings within 1 to 2 days of notification by City staff.

C. Additional Services

- a. 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.
- b. 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.
- c. 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.

Quality of All Reviews - Applicants are more satisfied with the review process if a few simple 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 endeavor to 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.

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

DRN & Associates, Architects PC holds the insurance required for this Contract. Please refer to **Appendix C** 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.

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" – DRN Resume, with Project Portfolio
- Appendix "B" – Example Letters; Façade Review Letter, Façade Inspection Letter
- Appendix "C" – DRN Certificate of Insurance (example)

SCHEDULE B

INSURANCE REQUIREMENTS

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.
3. All policies shall name the City of Novi, its officers, agents and employees as additional insured. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 West Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.

7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS
Indemnity/Hold Harmless

1. The Contractor agrees to save harmless and defend the City against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City may suffer as a result of claims, demands, costs, or judgments against it arising from, out of or in consequence of the performance of this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, its officers, agents or employees.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of race, color, sex, age, or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2011

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, ARCHITECTS, P.C. 50850 APPLEBROOKE DR. NORTHVILLE MI 48167		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Co NAIC # 29424 INSURER B: XL Specialty Ins. Co. 37885 INSURER C: INSURER D: INSURER E: INSURER F:	

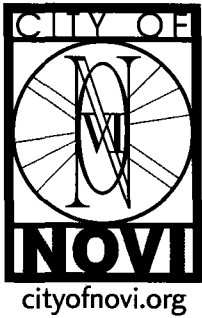
COVERAGES CERTIFICATE NUMBER: 11/12 ALL REVISION NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			35SBUVS0422	10/15/2011	10/15/2012	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X					MED EXP (Any one person) \$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GENERAL AGGREGATE \$ 2,000,000			PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY			35SBUVS0422	10/15/2011	10/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X					BODILY INJURY (Per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						\$	
	EXCESS LIAB						EACH OCCURRENCE \$	
	DED						AGGREGATE \$	
	RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$	
B	Professional Liability			DPS9689359	10/15/2011	10/15/2012	Per Claim 1,000,000 Aggregate 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project: Facade Consultant Contract City of Novi is Additional Insured on General & Auto Liability so 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. Coverage is considered primary and non-contributory. 30 day written notice provided to certificate holder and additional insured's for cancellation, non renewal and/or reduction of coverages listed. 10 day notice to certificate holder and additional insured's for nonpayment of listed policies.

CERTIFICATE HOLDER City of Novi City Manager 45175 W. 10 Mile Rd. Novi, MI 48375	CANCELLATION 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/JL <i>Michael Cosgrove</i>
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CITY COUNCIL

CITY OF NOVI

Consultant Review Committee Meeting

Monday, November 28, 2011 at 6:30 p.m.

Mayor's Conference Room | Novi Civic Center | 45175 W. Ten Mile Road

Member David Staudt called the meeting to order at 6:33 p.m.

MEMBERS PRESENT: Council Members Casey, Staudt, Wrobel

OTHERS PRESENT: Victor Cardenas, Assistant City Manager
Charles Boulard, Community Development Director
Barb McBeth, Deputy Community Development Director
Melissa Place, Administrative Assistant

APPROVAL OF AGENDA

Agenda approved as presented.

APPROVAL OF MINUTES

Moved by Wrobel, supported by Casey; **CARRIED UNANIMOUSLY:** To approve the June 20, 2011 meeting minutes as presented.

PURPOSE OF THE MEETING

1. Discuss and recommend to City Council approval of DRN and Associates for Professional Façade/Architectural Consultant Services.

Mr. Victor Cardenas opened the discussion that today's meeting is to discuss the renewal of professional façade/architectural consulting services. A Request for Proposals was advertised and the City received two responses. Ms. McBeth will explain in more detail.

Ms. Barb McBeth said a RFP was developed to seek consultants to provide façade/architectural consulting services. These services would include site plan and building façade evaluations, façade inspections, building code reviews for residential homes, similar/dissimilar review, and professional opinions to Boards and Commissions as necessary. The firms of DRN and Associates and ABE Associates, Inc. were the two proposals received. A team of four staff members reviewed and evaluated the two proposals. The City's current façade/architectural consultant, DRN and Associates received the highest rank so the fee schedule was opened. ABE Associates, Inc. did not meet the minimal requirement of having personnel with Act 54 Certification. ABE Associates were contacted and confirmed there was not a person with this certification.

Staff has been satisfied with Mr. Necci's manner and business practices, said Ms. McBeth. He is very thorough in explaining his findings as they relate to City ordinance requirements. The staff team reviewed the fee schedule and there are a few changes to point out from the fees

approved a few years ago. There is a reduction of \$100 for attending night meetings. The fee went from \$500 to \$400, which is a direct cost to the City. There is also a reduction for site inspections. The approved fee was \$200 as a pass-through cost to developers. The new fee proposal is three trips for a total cost of \$165. Again, staff is pleased with Mr. Necci's understanding of the ordinances, written reporting, and has the requirement of a person with Act 54 Certification. Because of all of these points, staff recommends a two year contract with a one year renewal option.

Moved by Wrobel, supported by Casey; CARRIED UNANIMOUSLY: To recommend DRN and Associates as Professional Façade/Architectural Consultant Services for a two year contract and a one year renewal option to City Council at a future meeting.

Discussion

Member Staudt asked if the Members had any questions. Member Wayne Wrobel asked if the City has always used a consultant to perform these duties, and whether in-house staff has ever been considered. Ms. McBeth commented outside consultants have been used to review zoning ordinance architectural standards, with in-house staff performing only minor reviews. There is the similar/dissimilar ordinance requirement when dealing with residential, which can be complicated. However, staff can review non-complicated items such as a change of an awning color. When dealing with a large building it helps to have a professional architect to review. They have that expertise needed to evaluate materials and aesthetics when looking at a building. Member Wrobel asked how much does this type of consulting cost during a typical year? Ms. McBeth said she would need to look up costs for non-pass through fees but said the budget is about \$8,000, so not a significant cost to the City.

Does any City staff member have Act 54 Certification, asked Member Staudt? Mr. Charles Boulard answered he does, and he is an architect. Construction is picking up and staff is busy. There is one plan reviewer on staff, and if he is out of the office or site plans are numerous, DRN can pick up those reviews to keep projects moving forward. Mr. Cardenas commented residential projects are increasing. Currently there are 200 residential permits, said Mr. Boulard. There is a separate contract with DRN for commercial reviews and this is a good incentive since we have one staff member. Member Staudt commented it was interesting to see the decrease in the meeting attendance fee. He is pleased.

AUDIENCE COMMENTS - None

Moved by Wrobel, supported by Casey; CARRIED UNANIMOUSLY: To adjourn the meeting at 6:45 p.m.