



CITY OF NOVI CITY COUNCIL
JANUARY 23, 2023

SUBJECT: Approval to award an Agreement for Geotechnical Engineering Services for Public Projects to G2 Consulting Group, LLC, for a period of five years, with an effective date of January 23, 2023.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

Since December 2018, the City has contracted with two pre-qualified geotechnical consultants for the geotechnical investigations and material testing services needed during design and construction of public infrastructure projects, Intertek PSI and Testing Engineers and Consultants. These contracts are set to expire in December 2023. Due to poor performance, the Engineering Division has opted to end the contracts early and seek a new firm for the City's geotechnical needs. Going forward, the City would contract with one geotechnical consultant and retain Intertek PSI's services for the remaining contract period to serve as backup, if needed.

The Engineering Division completed the review and recommendation process to utilize one pre-qualified geotechnical consultant for the planning and construction phases of public infrastructure projects. The attached Request for Qualifications and Fee Proposal was advertised on November 30, 2022. The qualification packages were reviewed and scored using the Qualification Based Selection (QBS) process. The firm with the top score was G2 Consulting Group, LLC.

The consultants also submitted fee proposals on the City's fee proposal table attached in the Request for Qualifications and Fee Proposals which asked for a straight percentage of the estimated construction cost under each infrastructure category for design investigation and material testing, which was successfully used in the last contract period. G2's fee proposal included at the end of the proposal package. The fee percentages align with the City's expectations, which are relatively small for typical City projects at approximately 1.25% of the estimated construction cost for design investigation and approximately 2% of the awarded construction cost for material testing.

The attached Agreement for Geotechnical Engineering Consulting Services for Public Projects was provided to G2 and executed as a general agreement. G2 may execute an Authorization of Additional Services if staff agrees the project scope is considerably different from the expected fee percentage.

RECOMMENDED ACTION: Approval to award an Agreement for Geotechnical Engineering Services for Public Projects to G2 Consulting Group, LLC, for a period of five years, with an effective date of January 23, 2023.

This proposal submitted by:

Company (Legal Registration) G2 Consulting Group, LLC

Address 1866 Woodslee Street

City Troy State MI Zip 48083

Telephone 248-680-0400 Fax 248-680-9745

Representative's Name Jason B. Stoops, P.E.

Representative's Title Associate

Authorized Signature *Jason B. Stoops*

E-mail jstoops@g2consultinggroup.com

Date 12/13/22



CONSULTING
GROUP

December 13, 2022

Mr. Ben Croy, P.E.
City Engineer
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

Re: Proposal for Geotechnical Engineering Consultant Services for Public Projects
City of Novi, Michigan
G2 Project No. 223812

Dear Mr. Croy:

G2 Consulting Group, LLC (G2) is pleased to provide the City of Novi with this Proposal for Geotechnical Engineering Consultant Services for Public Projects. G2 has reviewed both the City of Novi Request for Qualifications / Request for Fee Proposals dated December 2022, as well as Addendum #1. We understand that the City of Novi will require geotechnical engineering services and materials testing on an as-needed basis, for various water, sanitary sewer, storm sewer, roadway and pathway related projects. Our firm representative for the duration of this contract will be Jason Stoops. Mr. Stoops is authorized to sign on behalf of the firm

Project Contact: Jason B. Stoops, P.E.
1350 Eisenhower Place
Ann Arbor, Michigan 48108
P. (734) 390-9330
C. (248) 640-4408
jstoops@g2consultinggroup.com

We appreciate the opportunity to be of service to City of Novi and look forward to working with you. If you have any questions, please call us.

Sincerely,

G2 Consulting Group, LLC

Mohamad K. Khalil
Project Engineer

Jason B. Stoops, P.E.
Associate / Project Manager

MKK/JBS/jbs

Enclosures: Service Provider Information
Personnel Resumes

g2consultinggroup.com

Headquarters	1866 Woodslee St	Troy, MI 48083	P 248.680.0400	F 248.680.9745
Ann Arbor	1350 Eisenhower Pl	Ann Arbor, MI 48108	P 734.390.9330	F 734.390.9331
Chicagoland	1186 Heather Dr	Lake Zurich, IL 60047	P 847.353.8740	F 847.353.8742

FIRM IDENTIFICATION

G2 Consulting Group, LLC (G2) is a consulting engineering firm providing geotechnical engineering, environmental, and construction engineering, design and testing services. G2 was established in 1994, is headquartered in Troy, Michigan, and has additional offices in Ann Arbor, Michigan and Lake Zurich (Chicago area), Illinois.

Corporate Office: G2 Consulting Group, LLC (Corporate Office)
1866 Woodslee Street
Troy, Michigan 48043
P. (248) 680-0400
F. (248) 680-9745

Federal ID Number: 38-3190422

Approved Negotiator: Jason B. Stoops, P.E.

Ownership: Limited Liability Company
Licensed in the State of Michigan since 1994

FIRM REPUTATION

MDOT Prequalifications

G2 has been **MDOT prequalified** to provide geotechnical, environmental, and materials testing services since 1998 in the following service categories:

- Design - Geotechnical
- Design - Geotechnical: Advanced
- Environmental: Contamination
- Construction Engineering: Assistance
- Construction Testing: Aggregates
- Construction Testing: Concrete
- Construction Testing: Density
- Construction Testing: HMA
- Construction Testing: HMA Assistance

G2 also participates in the MDOT Lansing CFS annual statewide proficiency or "Round Robin" program for HMA QA & QC testing and for concrete cylinder compression strength evaluation.

Laboratory Accreditation

G2's materials laboratories in Troy and Ann Arbor are **AASHTO accredited** since 2012 and 2016, respectively, and continue to comply with the program requirements. Accredited categories include Quality Management System, Asphalt Mixture, Soil, Aggregate, and Concrete. G2 is one of the few firms that is MDOT approved to perform Pile Dynamic Analyses (PDA) testing and evaluation. G2 also owns vibration monitoring equipment and provides vibration monitoring during construction activities. G2's NRC License is 21-26593-01 and expires 5/31/25.

FIRM EXPERIENCE AND FAMILIARITY

G2 has provided consulting, design and testing services on over 18,000 projects throughout Michigan and 34 other states. These successful projects include approximately 2,000

transportation projects, including new and rehabilitated bridges, evaluation of existing bridges, culverts, flexible and rigid pavements, embankments, cable barriers, slope restoration/stabilization, railroads, traffic signals and signs, and temporary and permanent earth retention systems.

Approximately 90 percent of G2's annual work is completed in the State of Michigan. G2 has worked on transportation projects directly or as a design team member within the surrounding Metro Detroit counties, including Macomb, Wayne, Oakland, Livingston, Genesee, Lapeer and St Clair.

G2 is currently providing municipal testing services, including MDOT local agency projects, for the following communities:

Ecorse	Livonia	Plymouth Twp	Canton Twp
Ypsilanti	Ypsilanti Twp	Milan	City of St. Clair Shores
City of Grosse Pointe	Grosse Pointe Woods	Fraser	Roseville
Lathrup Village	Ferndale	Southfield	Farmington
Farmington Hills	Milford	Brighton	Pontiac
Center Line	Clinton Twp	Scio Twp	Saline
Wayne County Road Commission	Oakland County Road Commission	Washtenaw County Road Commission	City of Northville
Birmingham	Fenton	Independence Twp	Westland
Chesterfield Twp	Romulus	Superior Twp	Grosse Pointe Farms
Auburn Hills	Shelby Twp	Eastpointe	Warren
Harper Woods	Washington Twp	Orion Twp	Van Buren Twp
Allen Park	Pontiac	Flat Rock	Northville Twp

Projects within Southeast Michigan

Geotechnical Engineering services for projects have included evaluations of pavements, embankments, bridges, culverts, pathways, pipelines, traffic signals, retaining walls, and shoring. Construction Materials Testing services for projects have included testing for roadways, bridges, culverts, pipelines, and pathways. A few of the recent multi-phase Geotechnical Engineering and Construction Materials Testing projects include the following:

Project	Consultant Cost	Completion Date
City of Livonia Concrete Road Program	\$50,000	November 2022
YCUA 2021 Water Infrastructure - Ypsilanti	\$60,000 to date	On Going
Grove Road Slope Stability	\$53,000	December 2021
Salem Township USD - Water Main and Sewer Improvements	\$106,500	April 2021
West Cross Street Water Main and Reconstruction - Ypsilanti (MDOT LA)	\$26,000	August 2020
Allen Van Horn Road Intersection - Woodhaven (MDOT LA County)	\$43,575	May 2022
9 th Street Reconstruction - Ecorse	\$16,500	November 2021
City of Ferndale 2022 Pavement Program	\$40,000	November 2022
City of Northville 2022 Street and Watermain Program	\$30,000	November 2022

Other Recent Transportation Projects

G2 has performed geotechnical subsurface explorations and prepared geotechnical analyses and recommendations in accordance with the current AASHTO LRFD Bridge Design

Specifications directly for MDOT, various County Road Commissions, or as a sub-consultant to other engineering firms. Some of the geotechnical engineering projects G2 is working on or has completed in the last several years, many of which required AASHTO LRFD designs, include the following:

Project	Consultant Cost	Completion Date
Avon Road and Dequindre Road Roundabout and Bridge over Clinton River	\$37,874	June 2021
Replacement of W. Jefferson Avenue Bridge over Huron River	\$34,000	January 2021
Dennison Road Bridge Replacement over Saline River	\$28,500	October 2020
2023 City of Milford Road and Utility Improvements	\$4,000	October 2022
Zeeb Road Phase IV Pathway	\$8,000	October 2021
Wayne County Denton-Saltz Ridge Rd Intersection Traffic Signals	\$8,600	May 2021
Paint Creek Trail Bridge Replacement	\$5,650	November 2022

LOCATION, AVAILABILITY, AND RESPONSIVENESS

Services will be managed and performed by personnel living in Michigan and based out of our Ann Arbor, Michigan office. The G2 Ann Arbor office maintains a full-time staff of thirty-four (34), which includes eight (8) licensed professional engineers, and twenty-five (25) degreed engineers and certified engineering technicians.

G2 has capacity out of our Ann Arbor office to provide full service for municipal projects. Employees have cell phones and iPads with data plans; therefore, an experienced engineer or technician is just a phone call/email away. Engineering assistance is typically available anytime. On-site testing or engineering services are usually scheduled at least a day in advance.

TRANSPORTATION CLIENTS

A few references of state, local agency and design firm contacts for which G2 has provided similar services to those being requested by the City of Novi are listed as follows:

- Chris Rayes – City of St. Clair Shores - (586) 447-3340 chris@scsmi.net
- Todd Zilincik, P.E. – City of Livonia - (734) 466-2200 tzilincik@ci.livonia.mi.us
- Aaron Berkholz, P.E. - Washtenaw County Road Commission – (734) 327-6648
berkholza@wcroads.org
- Matt Parks, P.E. – OHM Advisors – (248) 444-8984 matt.parks@ohm-advisors.com
- Kamran Qadeer, P.E. – Fishbeck, Thompson, Carr & Huber – (248) 324-4798
kqadeer@fishbeck.com
- Justin Wellman, P.E. – Giffels Webster – (231) 350-8920 jwellman@giffelswebster.com
- Mike Vigneron, P.E. – Anderson, Eckstein & Westrick - (586) 726-1234
mvgneron@aewinc.com

TESTING EQUIPMENT AND ENGINEERING SOFTWARE

Equipment

G2 has the equipment necessary or available to provide services ranging from relatively basic laboratory or field tests and measurements to the most technologically advanced techniques or analytical processes necessary for geotechnical engineering and construction materials inspection and testing projects. G2 has multiple core rigs/auger assembly to rapidly perform

pavement cores and shallow borings for pavement and aggregate evaluation. G2's resources include the equipment necessary to perform the following:

Soil Testing - Per applicable ASTM, AASHTO and MDOT Michigan Test Methods, including:

Atterberg Limits (LL & PI)	Standard and Modified Proctor
Sieve and Hydrometer Analyses	California Bearing Ratio C.B.R. (lab or field)
Moisture Content and Dry Density	Expansion Index
Organic Content	Unconfined Compressive Strength
Specific Gravity	Direct Shear Strength
Permeability	Consolidation (to 16 ksf)
pH	Swell or Collapse Potential

Aggregate Testing - Per Sections 205 and 301 through 307 of the 2020 MDOT Standard Specifications for Construction, all applicable Frequently Used Special Provisions (FUSP's), and the MDOT Materials Quality Assurance Procedures Manual (MMQAPM), including:

Sand Equivalent	Clay Lumps and Friable Particles
Sieve Analysis (fine/coarse)	Lightweight Pieces
Unit Weight & Voids (fine/coarse)	Fractured Faces
Specific Gravity & Absorption (fine/coarse)	Flatness & Elongation
Soundness (5-cycle sodium sulfate)	L.A. Abrasion Resistance
Organic Impurities	Fine Aggregate Angularity

Density Testing - Per the MDOT Density Control Handbook (Sections 205 and 301 through 307 of the 2020 MDOT Standard Specifications for Construction), all applicable FUSP's, and the MMQAPM. In accordance with the MDOT Density Control Handbook, G2 has the following equipment necessary to perform density testing:

4-inch diameter Standard Proctor Sets	Soil Sample Splitters
4-inch diameter Modified Proctor Sets	Sieve Shakers
6-inch diameter Standard Proctor Sets	Sieve Sets
6-inch diameter Modified Proctor Sets	Michigan Modified Marshall Sets
Troxler Nuclear Moisture Density Gauges	Speedy Moisture Tester Sets
InstroTek Nuclear Moisture Density Gauges	Michigan Cone Sets

Bituminous Pavement Testing - Per Sections 501 through 504 of the 2020 MDOT Standard Specifications for Construction, all applicable FUSP's, the MDOT Hot Mix Asphalt QC/QA Procedures Manual of Field Testing, and the MMQAPM, including:

Superpave Gyrotory Compactor evaluation methods
Bituminous Mix Design (3-point Marshall method)
Bulk Specific Gravity (Density) of Compacted Core Sample
Marshall Properties of Job Mix (unit weight, stability, flow, air voids, VMA)
Bitumen Extraction and Aggregate Gradation
Theoretical Maximum (Rice) Specific Gravity
Effect of Moisture (freeze-thaw durability)
Effect of Water on Cohesion of Mixture
Asphalt Penetration Grading

Portland Cement Concrete Testing - Per Sections 601 through 605 of the 2020 MDOT Standard Specifications for Construction, all applicable FUSP's, and the MMQAPM, including:

- Concrete Mix Design
- Concrete Cylinder Compressive Strength
- Drilled Concrete Cores Compressive Strength
- Concrete Beams Flexural Strength
- Splitting Tensile Strength

Pile Dynamic Analysis - per MDOT Pile Dynamic Analysis Special Provision, including:

- Pile Dynamic, Inc. Model 8G Pile Driving Analyzer - Serial No. 3792L
- Smart PR Accelerometers - Serial Nos. K1878, K1875, K1872
- Smart Strain Transducers - Serial Nos. D119, D710, D719, D749, D784
- PDA Wireless Box, Model PR - Serial Nos. 10216W, 10207W, 10208W

Vibration Monitoring - Per MDOT Vibration Monitoring Special Provision, including:

- Instatel, Inc. Blastmate III and Micromate Vibration and Overpressure Monitor
- Multiple geophones, accelerometers and hydrophones

Software

G2 uses many engineering programs that we have developed in house based on accepted geotechnical engineering methodologies and uses several engineering programs that are available as freeware. In addition, G2 has purchased the following engineering software applications:

<u>Software</u>	<u>Version</u>	<u>Manufacturer</u>	<u>Analysis</u>
SLIDE	6.0	RocScience	Slope stability
GRLWeap	2010	Pile Dynamics	Wave equation analysis of piles
CAPWAP	2014	Pile Dynamics	Case Pile Wave Analysis Program
GINT	10	Gint Software, Inc.	Soil boring logs
SupportIT	2.37	GTSOFT	Earth retention
LPile	9.0	Ensoft, Inc.	Lateral pile capacity
SRWall	4.0.5	NCMA	Segmental block retaining wall
MicroStation	V8i	Bentley	Drafting
AutoCAD	2019	Autodesk	Drafting

KEY PERSONNEL

G2's engineers are experienced and fully capable of investigating, testing, analyzing, and preparing geotechnical recommendations and providing construction materials testing in accordance with current industry, City of Novi, MDOT, and AASHTO requirements. The proposed G2 team includes the following key personnel in the indicated role. Resumes of these key personnel are attached.

Jason B. Stoops, P.E. – Associate / Project Manager (G2 Point of Contact)
Jason will serve as a Project Manager and the G2 Point of Contact.

Tyler Hesse, P.E. – Project Engineer
Tyler will serve as a Project Engineer on geotechnical engineering phases of a project.

Mohamad K. Khalil – Project Engineer
Mohamad will serve as a Project Engineer on materials testing phase of a project.

Joseph W. Bowles – Staff Engineer / Field Coordinator

Joseph will serve as a Staff Engineer / Field Coordinator and will provide on-site field coordination and field engineering as required during this contract.

Steven Mizse– Senior Engineering Technician

Steven will serve as an Engineering Laboratory Technician.

The G2 Ann Arbor office has technicians that hold the following certifications for materials testing: NRC Nuclear Density Gauge License, Radiation Safety Training, MDOT Density Technology Certification, MDOT Bituminous Paving/Bit Paving Operations, Michigan Certified Bituminous Laboratory Technician Level 1, Michigan Bituminous QC/QA Level 2, Michigan Concrete Field Testing Level 1, and Michigan Certified Aggregate Technician

EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND DISADVANTAGED BUSINESS ENTERPRISE

G2 does not qualify as a Disadvantaged, Minority, or Women Business Enterprise (DBE) by MDOT. G2 does, however, strongly support and implement Equal Employment Opportunity (EEO) programs.

Résumé

Jason B. Stoops, P.E. Associate / Project Manager

Jason is G2's Ann Arbor office manager. Over his 21-year career, he has provided geotechnical engineering for many new construction projects in the Greater Detroit / Ann Arbor area including office buildings, distribution centers, retail developments, schools, residential developments and building additions.



Some of his signature projects include:

- **Amazon Fulfillment Center, Romulus, MI** – special inspections and materials testing for \$140 million, 850,000 square foot facility.
- **Dexter Community Schools Bond Program, Dexter, MI** – \$71.7 million school improvements, including new elementary school, athletic campus, and building additions.
- **Oakland University Upper Fields Athletic Complex and Student Housing # 9, Rochester, MI.**
- **Arbor Hills Shopping Center, Ann Arbor, MI.**
- **Pavement investigation, condition evaluations, and design of repair programs** for city streets in Commerce Township, Ferndale, Eastpointe, Grosse Pointe, Grosse Pointe Woods, Roseville, Clawson, Saline, Dexter, Ypsilanti, Milan, Romulus, Brighton Twp., Novi, Farmington, and Harper Woods.
- **ITC Headquarters, Novi, MI** - Project Manager overseeing construction observation and testing for a six-story, 188,000 square foot new headquarters.
- **Apostolic Church, Auburn Hills, MI** - Field Engineer QA / QC testing during construction of new facility.
- **Waterford Mott High School, Waterford, MI** – Field Engineer QA / QC testing during construction of new additions.

Education

Bachelor of Science, Civil and Environmental Engineering – University of Michigan

Master of Science, Civil Engineering – University of Michigan

Professional Affiliations

- American Society of Civil Engineers (ASCE): Past President SE Branch
- Geo-Institute Legislative Committee Chair
- Geoprofessional Business Association (GBA) – Business Practice Committee Vice-Chair
- Urban Land Institute (ULI) of Michigan
- Engineering Society of Detroit
- American Council of Engineering Companies Michigan

Areas of Specialization

- Geotechnical Engineering
- Pavement Engineering
- Construction Quality Control Observation and Testing



Résumé

Mohamad K. Khalil Project Engineer

For more than eleven years, Mohamad has provided clients with professional geotechnical engineering, construction materials engineering, and pavement engineering in the Greater Detroit/ Ann Arbor area, and Sydney, Australia. His area of work includes bridges, concrete and bituminous roadways, tunnel construction, rail corridor construction, commercial and residential buildings, schools, hospitals, earth-retention structures and building additions.



Mohamad's project experience includes:

- Commerce Road Reconstruction
- Newburgh Road Reconstruction
- Hilton Road Resurfacing
- Second Street Reconstruction
- North Adams Street Reconstruction
- Beacon Square Senior Living Development
- Wellbridge Genesys Assisted Living Development
- Risdon Heights Development
- Dove Academy Elementary School

Education

Bachelor of Engineering in Civil Engineering – University of Technology Sydney

Professional Registration and Certifications

- MDOT/FSU Density Technology Certification – Michigan
- APNGA Portable Nuclear Safety Certification Class – Michigan
- MCA Concrete Field Testing Technician – Level I Certification – Michigan
- ACI Aggregate Testing Technician – Level I
- ACI Concrete Laboratory Testing Technician – Level I Certification
- ACI Concrete Strength Testing Technician
- ACI Concrete Field Testing Technician

Areas of Specialization

- Implementation, Coordination, and Project Management for Quality Control Observation and Testing
- Construction Quality Control Observation and testing
- Earthwork Operations including Site Preparation and Fill Placement
- Laboratory and Field Evaluation of Soil Density
- Bearing Capacity Evaluation
- Compressive Strength Evaluation of Concrete Specimens
- Sampling and Evaluation of Concrete, Plastic State
- Reinforcing Steel Inspection
- Density of Bituminous Materials

Résumé

Tyler Hesse, P.E.

Project Engineer / Geotechnical Design Engineer

Tyler has more than seven years of professional engineering experience in construction materials testing, geotechnical engineering and design, and pavement engineering. Projects include concrete and bituminous roadways, bridges, commercial and residential developments, hospitals, schools, temporary and long-term earth retention structures, segmental retaining walls, slope stability, geotechnical instrumentation monitoring, solar farms, and deep foundation systems.



Tyler's inspection experiences include: sampling and evaluation of concrete plastic state; compressive strength evaluation of concrete specimens; bearing capacity evaluation; reinforcing steel; density of bituminous materials; earthwork operations including site preparation and fill placement; laboratory and field evaluation of soil density; structural masonry evaluation; structural steel evaluation; fireproofing; field and laboratory soil classification; laboratory soil testing; pile load testing; thermal and electrical resistivity; segmental and temporary retaining wall design; slope stability design; anchor design; deep foundation design; dewatering design vibrating wire piezometer, inclinometer, telltale, ground monitoring point, and vibration monitoring geotechnical instrumentation installation and monitoring.

Tyler's project experience includes:

- **Collegiate Residence**, Ann Arbor, MI - This project consisted of constructing a 6-story apartment complex, which included extensive structural steel inspection, foundation inspection, post-tension cable evaluation, and dewatering procedures.
- **Post Cereal Helical Pile Design**, Battle Creek, MI - This project consisted of LRFD of a helical deep foundation system for an elevated walkway.
- **St. Clair Community College Helical Pile Design**, St. Clair Shores, MI – This project consisted of ASD of a helical pile deep foundation system.
- **MDOT 1806-031, I-94 Jackson**, Jackson, MI - This project included the design of various cofferdams and earth retaining walls, as well as extensive tension and compression pile load testing.
- **Belle River Slope Stability**, China Township, MI – This project involved slope stability evaluation, recommendations for slope reconfiguration, as well as segmental retaining wall design.
- **Detroit Revere Dock**, Detroit, MI – This project involved geotechnical instrumentation installation and monitoring, slope stability evaluation, and deep foundation design.
- **Hudson Tower**, Detroit, MI – This project involved utilizing a shaft inspection device to inspect drilled shafts for a caisson deep foundation system.
- **South County Water Main**, Monroe, MI – This project involved utility design for several miles for force main, including directional drilling operation recommendations.
- **Tri-State I and II Solar**, Bainbridge, GA – This project involved design of a solar farm over several hundred acres of land. This involved lateral and compressive pile load testing, as well as electrical and thermal resistivity field testing.
- **Great Lakes Water Authority Underground Storage Tanks**, Michigan – This project involves installing vibrating wire piezometer geotechnical instrumentation and monitoring.

Education

Bachelor of Science, Civil Engineering – Michigan State University

Master of Science, Civil Engineering – Lawrence Technological University



Résumé

Professional Registration and Certifications

- Professional Engineer – State of Michigan
- MCA / ACI Concrete Field Testing Technician – Grade I Certification
- Radiological Training for Nuclear Density Gauge Operation and Transportation
- MDOT / FSU Density Technology Certification

Résumé

Joseph W. Bowles Staff Engineer

Joe is based out of the Ann Arbor office. With more than nine years of experience, he has provided construction testing and inspection on various state, commercial, and private projects over all of southeast Michigan. He has performed pavement coring and pavement distress evaluation for numerous projects.



Joe's project experience includes:

- Earth retention wall construction at **Magna Engineering in Novi, MI**
- **Canton Township's water storage tank** and booster pump construction
- Pavement investigation and coring for various school pavement projects including **Livonia Public Schools** and **Southgate Public Schools**
- Thomson Reuters Parking Lot Reconstruction in Dexter, MI
- Concrete pit construction within the **Sterling Stamping Chrysler** plant
- Concrete road construction on **Central City Parkway in Westland, MI**

Education

Bachelor of Science, Civil Engineering – Lawrence Technological University

Professional Registration and Certifications

- ACI / MCA Concrete Field Testing Technician Grade 1 – Michigan
- MCA Concrete Construction Inspector – Michigan
- MDOT / FSU Density Technology – Michigan
- Radiological Training for Nuclear Density Gauge Operation and Transportation

Areas of Specialization

- Inspection of bituminous concrete placement
- Construction quality control observation and testing
- Pavement coring and engineering
- Deep foundation construction
- Structural steel framing, bolted connections, and weld evaluation

Résumé

Steve Misze Staff Engineer

Steve is a graduate of Wayne State University that has a wide scope of work both in the field and in the lab. Lab testing includes a wide range of tests on Aggregates, Asphalt, Concrete, and Soils. Field Testing has included inspecting telecommunication sites, asphalt acceptance, and relative humidity testing. Currently, Steve works in G2's AASHTO accredited laboratory and provides inventory and calibrations services.



Education

Bachelor of Science in Civil and Environmental Engineering, Wayne State University, Detroit MI

Professional Registration and Certifications

- ACI Aggregate Testing Technician – Level I – 01637989
- ACI Aggregate Base Testing Technician - 01637989
- ACI Concrete Laboratory Testing Technician – Level I - 01637989
- ACI Concrete Strength Testing Technician – Level I – 01637989
- ACI Concrete Field Testing Technician – Grade I - 01637989
- Michigan Certified Hot Mix Asphalt - Level I - 101973
- MDOT Michigan Certified Aggregate Technician – Level I - 103602-0424
- MDOT Michigan Certified Aggregate Technician – Level II - 103602-0227
- MDOT / LTU Density Technology Certification - 32061-0124
- MDOT Michigan HMA QC/QA Technician - 0757-0623

Areas of Specialization

- Laboratory Inventory and Calibrations
- Quality Management System
- MDOT QC/QA Testing
- Telecommunication Sites
- Staff Training Program

1350 Eisenhower Pl Ann Arbor, MI 48108



Geotechnical Engineering Consultant
Services for Public Projects 2022-2027

Received 12.14.22

12:45pm

A. Parinello

art.Results.Fast.

G2 Consulting Group, LLC

FIRM NAME: _____

ATTACHMENT 'A' GEOTECHNICAL ENGINEERING FEES

COST OF CONSTRUCTION From		ROAD RECONSTRUCTION		ROAD RECLAMATION		ROAD REHABILITATION		NON-MOTORIZED (SIDEWALKS, PATHWAYS & TRAILS)	
		Design Phase (% Construction)	Material Testing (% Construction)	Design Phase (% Construction)	Material Testing (% Construction)	Design Phase (% Construction)	Material Testing (% Construction)	Design Phase (% Construction)	Material Testing (% Construction)
\$ -	\$ 50,000	4.00%	3.00%	4.00%	3.00%	4.00%	3.00%	4.00%	3.00%
\$ 50,001	\$ 75,000	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
\$ 75,001	\$ 100,000	2.50%	3.00%	2.50%	3.00%	2.50%	3.00%	2.50%	3.00%
\$ 100,001	\$ 125,000	2.00%	3.00%	2.00%	3.00%	2.00%	3.00%	2.00%	3.00%
\$ 125,001	\$ 150,000	2.00%	3.00%	2.00%	3.00%	2.00%	3.00%	2.00%	3.00%
\$ 150,001	\$ 200,000	1.50%	3.00%	1.50%	3.00%	1.50%	3.00%	1.50%	3.00%
\$ 200,001	\$ 300,000	1.50%	3.00%	1.50%	3.00%	1.50%	3.00%	1.50%	3.00%
\$ 300,001	\$ 400,000	1.25%	2.00%	1.25%	2.00%	1.25%	2.00%	1.25%	2.00%
\$ 400,001	\$ 500,000	1.25%	2.00%	1.25%	2.00%	1.25%	2.00%	1.25%	2.00%
\$ 500,001	\$ 750,000	1.25%	2.00%	1.25%	2.00%	1.25%	2.00%	1.25%	2.00%
\$ 750,001	\$ 1,000,000	1.10%	2.00%	1.10%	2.00%	1.10%	2.00%	1.10%	2.00%
\$ 1,000,001	\$ 2,000,000	1.00%	1.90%	1.00%	1.90%	1.00%	1.90%	1.00%	1.90%
\$ 2,000,001	and greater	0.90%	1.90%	0.90%	1.90%	0.90%	1.90%	0.90%	1.90%

COST OF CONSTRUCTION From		WATER MAIN CONSTRUCTION		SANITARY/STORM SEWER CONSTRUCTION		UNDERGROUND UTILITY REHABILITATION		TRAFFIC SIGNALS	
		Design Phase (% Construction)	Material Testing (% Construction)	Design Phase (% Construction)	Material Testing (% Construction)	Design Phase (% Construction)	Material Testing (% Construction)	Design Phase (% Construction)	Material Testing (% Construction)
\$ -	\$ 50,000	4.00%	3.00%	4.00%	3.00%	4.00%	3.00%	4.00%	3.00%
\$ 50,001	\$ 75,000	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
\$ 75,001	\$ 100,000	2.50%	3.00%	2.50%	3.00%	2.50%	3.00%	2.50%	3.00%
\$ 100,001	\$ 125,000	2.00%	3.00%	2.00%	3.00%	2.00%	3.00%	2.00%	3.00%
\$ 125,001	\$ 150,000	2.00%	3.00%	2.00%	3.00%	2.00%	3.00%	2.00%	3.00%
\$ 150,001	\$ 200,000	1.50%	3.00%	1.50%	3.00%	1.50%	3.00%	1.50%	3.00%
\$ 200,001	\$ 300,000	1.50%	3.00%	1.50%	3.00%	1.50%	3.00%	1.50%	3.00%
\$ 300,001	\$ 400,000	1.25%	2.00%	1.25%	2.00%	1.25%	2.00%	1.25%	2.00%
\$ 400,001	\$ 500,000	1.25%	2.00%	1.25%	2.00%	1.25%	2.00%	1.25%	2.00%
\$ 500,001	\$ 750,000	1.25%	2.00%	1.25%	2.00%	1.25%	2.00%	1.25%	2.00%
\$ 750,001	\$ 1,000,000	1.10%	2.00%	1.10%	2.00%	1.10%	2.00%	1.10%	2.00%
\$ 1,000,001	\$ 2,000,000	1.00%	1.90%	1.00%	1.90%	1.00%	1.90%	1.00%	1.90%
\$ 2,000,001	and greater	0.90%	1.90%	0.90%	1.90%	0.90%	1.90%	0.90%	1.90%

Other types of Work:

Pavement Core Samples (for miscellaneous work)

Subbase Pavement Soil Borings (for miscellaneous work)

Environmental Site Assessments (Phase I)

Environmental Site Assessments (Phase II & III)

Environmental Site Assessments (Phase IV)

General Consulting (for miscellaneous work)

Per/Costs	
\$500	per pavement core
\$250	per soil boring (max. 5-feet in depth)
\$2500	per acre
\$2500	per acre
\$2500	per acre
\$200	per hour all inclusive

Notes:

- Design (or Geotechnical Investigation) fees are determined by multiplying the construction cost estimate by the % fee shown in the above tables.
- Material Testing fees are determined by multiplying the contractor's bid by the % fee shown in the above tables.
- 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'.

5. All MDOT Local Agency projects will include an additional 1% fee.

1350 Eisenhower Pl Ann Arbor, MI 48108

Geotechnical Engineering Consultant
Services for Public Projects 2022-2027

Received 12-14-22
12:45pm

A. Parusello

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF NOVI

**AGREEMENT FOR GEOTECHNICAL ENGINEERING
CONSULTANT SERVICES FOR PUBLIC PROJECTS**

BETWEEN

CITY OF NOVI

AND

G2 CONSULTING GROUP, LLC

This Agreement is effective this 23rd day of January, 2023, and is between the **City of Novi**, 45175 Ten Mile Road, Novi, Michigan 48375 (hereafter "**City**") and G2 Consulting Group, LLC, 1866 Woodslee Street, Troy, Michigan 48083 (hereafter "**Consultant**").

RECITALS:

The City desires to engage the professional services of the Consultant to perform geotechnical engineering services for public projects on behalf of the City.

The Consultant desires to provide such services, as set forth below and in the attached and incorporated Exhibits, under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. General Scope of Services and Term of Agreement:

- a. For and in consideration of payment by the City as provided in this Agreement, Consultant shall perform the services described herein, including the services described in Exhibit A—*Geotechnical Engineering Consultant Services For Public Projects*, if and when such services are assigned by the City to Consultant, in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, and in compliance with all terms and conditions of this Agreement.

- b. For geotechnical engineering services for individual projects, if and when assigned to Consultant, including roadway construction and rehabilitation work, sidewalk and pathway construction, water main construction, sanitary sewer/storm sewer construction, underground utility rehabilitation, and traffic signal construction, consultant shall submit an individual work plan and schedule for each project assigned to Consultant by the City based upon the scope of the particular project as described in accordance with Exhibit B— *Geotechnical Engineering Fee Schedule* for that particular type of project. Services shall be assigned to Consultant by approval by the City of a *Work Plan and Schedule*, which shall be prepared for each individual project assigned to Consultant setting forth the specific scope and cost of the particular project. Consultant shall comply with the work description, insurance requirements, and other terms applicable to each individual project as set forth in the *Work Plan and Schedule*.
- c. The term of this Agreement shall be five (5) years from the date set forth above, and will be open for review and negotiation by mutual agreement of Consultant and the City of Novi for any additional terms. However, either party may terminate this Agreement for any reason upon ninety (90) days' written notice to the other party. This Agreement may be terminated by either party upon 7 days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party. Payments shall be made for work completed up to the termination date.
- d. This Agreement is based on the ordinances, policies, procedures, or requirements in effect on the date of the Agreement. Any additional office or field services required as a direct and apparent result of the change of such ordinances, policies, procedures, or requirements shall be negotiated to the mutual consent of the City and Consultant.
- e. City agrees that the plans, drawings, or other contracted services are primarily for the use of City. All documents prepared by the Consultant, including tracings, drawings, estimates, specifications, field notes, investigations, studies, reports, computer files, field data, notes, etc., in connection with the performance of its duties under this agreement shall become the property of the City upon completion of the services and payment in full of all monies due to the Consultant with respect to the preparation of such document. Reuse of any such materials by City on any extension of any project or any other project without the written authorization of Consultant shall be at City's sole risk. Consultant shall have the right to retain copies of all such materials.
- f. The parties to this Contract intend that the relationship between them created by this Contract is that of service provider and service purchaser. It is expressly agreed, understood and intended that no employee-employer relationship shall exist or be established and that Consultant is an independent contractor who has been retained to render services to the City to achieve specific results in exchange for specified recompense. As an independent contractor, Consultant expressly agrees

that: (a) In the performance of this Contract, the relationship of Consultant to the City shall be that of an independent contractor and not that of an employee or agent of the City, and neither Consultant, nor any agent, employee or permitted subcontractor of Consultant, shall be or may be deemed to be the employee or agent of, or a servant to, the City; (b) Consultant will be solely responsible for payment of salaries, wages, and other compensation for its employees and agents; (c) Neither the Consultant nor any officer, agent, employee or subcontractor of the Consultant shall be eligible for coverage under or eligible to receive the benefits of the City's Workers' compensation, unemployment or health insurance, pension plans or other benefit plans; (d) 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/health 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; and (e) Consultant, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the City.

2. Payment for Services:

- a. Consultant shall invoice City monthly on account of Consultant's services. City shall pay Consultant within thirty (30) calendar days of the time of receipt of invoice from Consultant on account. Subject to sub-paragraph 2(b) below, the City shall pay the undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. If payment is not maintained on a thirty (30) day current basis, Consultant may suspend further performance until payments are current.
- b. City agrees that the periodic billing from Consultant to City are presumed to be correct, conclusive with regard to the services provided, and binding on City unless City, within thirty (30) calendar days from the date of receipt of such billing, notifies Consultant in writing of alleged disagreements with regard to the billing. Errors or discrepancies in a billing recognized after 30 calendar days but not more than 180 calendar days after receipt of invoice from Consultant shall be resolved to the mutual satisfaction of both parties. After 180 calendar days after receipt of invoice from Consultant, the professional services provided by Consultant shall be viewed as acceptable and closed.
- c. All fees and/or costs associated with or due to any governmental or review agencies arising from the services are the sole responsibility of the City.
- d. For individual projects assigned to Consultant in accordance with Section 1(b) above, a more specific procedure for submission and approval of billing statements may be set forth in the *Work Plan and Schedule* for each project. The City shall confirm the correctness of any progress estimates made for billing purposes, and may use City staff for such purposes. Monthly statements for services shall be

accompanied by such properly completed reporting forms and such other evidence of progress as may be required by the City.

- e. In the event of termination for a substantial failure by the Consultant to fulfill its obligations under this agreement through no fault of the City, Consultant shall be paid as compensation in full for services performed to that date an amount calculated in accordance with the *Work Plan and Schedule* for that particular project. Such amount shall be paid by the City upon Consultant's delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been prepared and/or accumulated by Consultant in performing the services up to the date of termination.

3. Indemnification and Liability:

- a. The Consultant agrees to hold harmless and indemnify the City, its officers, agents, employees from and against all claims, demands, suits liability, losses, damages or costs (including reasonable attorney fees and costs) to the extent arising out, of or resulting from the Consultant's tortious or negligent acts, errors, or omissions in performing this Agreement and all Supplemental Agreements.
- b. The City and Consultant acknowledge that the Consultant's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential damages, suspend performance of its services under this Agreement until such time as the City retains appropriate Consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.
- c. Consultant shall not be liable for damages resulting from the actions or inactions of any governmental agencies, including, but not limited to, plan processing; provided, however, that this provision shall not relieve Consultant of its obligations under this Agreement, including all Exhibits hereto, with respect to its securing, or assisting the City in securing, various governmental permits and appraisals in a manner consistent with the standard of care set forth in Paragraph 1.a. above.
- d. Except as specifically set forth in the applicable *Work Plan and Schedule*, the City acknowledges that Consultant is not responsible for the performance or work by third parties, including, but not limited to, construction contractors or their subcontractors.

4. Insurance:

- a. During the term of this Agreement, Consultant shall obtain and maintain in full force, at its own expense, the following insurance coverage in not less than the following amounts:
 - i. Worker's Compensation insurance relative to all Personnel engaged in performing services pursuant to this Agreement, with coverage not less than that required by applicable law,
 - ii. Comprehensive General Liability Public Liability, for occurrences while engaged in performing services pursuant to this Agreement, with coverage not less than the amount of \$1,000,000 per occurrence;
 - iii. Professional Liability (Including Errors and Omissions) Insurance in the amount of \$1,000,000 per claim
 - iv. Automotive Insurance covering all owned, hired, and non-owned vehicles with insurance to comply with the Michigan No-Fault Insurance Law, including Regional Liability Insurance with minimum bodily injury limits of \$1,000,000 each occurrence and minimum property damage of \$1,000,000 per occurrence.
- b. Consultant shall be responsible for all deductibles contained in any insurance required hereunder.
- c. If during the term of this Agreement changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate existing insurance limits, the Consultant will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such reasonable additional insurance coverage cost shall be paid for by the City of Novi, 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. The cost of insurance for individual projects shall be factored into the established fee curves in Exhibit B—*Geotechnical Engineering Fee Schedule* for each particular type of project
- e. All policies shall name the Consultant 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 to the City.
- f. With the exception of Professional Liability, all insurance policies shall name the City of Novi, its officers, agents, and employees as additional insured. Certificates of Insurance and required endorsements evidencing such coverage shall be submitted to Tracey Marzonie, Purchasing Manager, City of Novi, 45175 Ten Mile Road, Novi, MI 48375-3024 prior to the commencement of performance under this

Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies.

- g. If any service is sublet in connection with this Agreement, the Consultant shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Consultant.
- h. The provisions requiring the Consultant to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Consultant under this Agreement.
- i. Coverage under the general and auto liability policies shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Novi. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.
- j. The Policies shall be endorsed to provide the City with thirty (30) days prior written notice of cancellation or nonrenewal.

5. Entire Agreement

- a. Except for the terms of each *Work Plan and Schedule*, which shall be deemed additional terms to this Agreement, this Agreement contains the entire agreement between the City and Consultant relating to services to be provided by Consultant to the City. Any prior agreements, promises, negotiations, and representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both City and Consultant.
- b. With respect to any direct conflict between the terms of this Agreement and any *Work Plan and Schedule* as defined in Section 1(b) above, the terms of the *Work Plan and Schedule* shall control with respect to that individual project.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

6. Assignment:

Neither City nor Consultant shall assign this Agreement without the prior written consent of the other.

7. Severability:

Waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on City and Consultant, unless the court's action or holding has the effect of frustrating the purpose of this Agreement.

8. Delays:

It is expected that the Consultant will perform the work in a timely fashion in accordance with the schedule that is agreed upon at the commencement of each project. The Consultant shall provide requested items within ten (10) working days of the request. Deliverables (engineering reports, test results, boring logs, approval letters, rejection letters, inspection reports, etc.) shall be submitted to appropriate City staff no later than ten (10) working days after the work is performed.

Consultant is not responsible for delay caused by activities or factors beyond the Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, except with respect to Consultant's own employees, service slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or product promptly, faulty performance by the City or the City's other contractors or government agencies. When such delays beyond the Consultant's reasonable control occur, City agrees Consultant is not responsible for damages nor shall Consultant be deemed to be in default of this Agreement.

No charges or claims for damages shall be made by the Consultant for delays or hindrances from any cause whatsoever during the progress of any portions of the services specified in this Agreement, except as hereinafter provided.

In case of a substantial delay on the part of the City in providing to the Consultant either the necessary information or approval to proceed with the service resulting through no fault of the Consultant, in delays of such extent as to require the Consultant to perform its services under changed conditions not contemplated by the parties, the City will be responsible for supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data.

When delays are caused by circumstances or conditions beyond the control of the Consultant as determined by the City, the Consultant shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the Consultant to proceed to complete the services, or any part of them, after the date to which the time of completion may have been

extended, shall in no way operate as a waiver on the part of the City of any of its rights herein set forth.

9. Disclosure:

Consultant affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional design services to the City within the two years preceding the execution of this Agreement. A campaign contribution, as defined by Michigan law shall not be considered as a valuable gift for the purposes of this Agreement.

10. Nondiscrimination:

The Consultant 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 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 4563) and will require a similar covenant on the part of the consultant or subcontractor employed in the performance of this Agreement.

11. 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, drawings, and specifications, or other documents and services; nor shall that approval be deemed to be an assumption of that responsibility by the City for any defect in the designs, drawings and specifications or other documents prepared by Consultant, its employees, subcontractor, agents and consultants.

12. Compliance With Laws:

This Contract and all of the Consultant's Professional Services and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because the City 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 Agreement.

13. Notices:

Written notices under this Agreement shall be given to the parties at their addresses on page one by personal or registered mail delivery to the attention of the following persons:

City of Novi: **Jeff Herczeg, Director of Public Works and Cortney Hanson, Clerk, with a copy to Thomas R. Schultz, City Attorney**

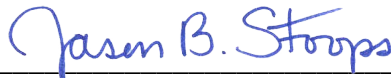
Consultant: **Jason B. Stoops, P.E., G2 Consulting Group, LLC**

CITY OF NOVI

By _____
Robert J. Gatt, Mayor

By _____
Cortney Hanson, Clerk

CONSULTANT

By _____

Jason B. Stoops, P.E.

**CITY OF NOVI, MICHIGAN
REQUEST FOR QUALIFICATIONS (RFQ) / REQUEST
FOR FEE PROPOSALS (RFP)**

DECEMBER 2022

**GEOTECHNICAL ENGINEERING CONSULTANT
SERVICES FOR PUBLIC PROJECTS**

Section 1: General Information

The City of Novi (population 59,395) is seeking to develop a list of two (2) qualified geotechnical engineering consultants to perform geotechnical investigation and material testing services for water, sanitary sewer, storm sewer, roadway, and pathway related projects as they are completed by the City. Once the list of qualified consultants is selected and approved by City Council, projects are awarded on a rotating basis to the selected firms.

Beginning at the date of Council approval, the qualification for geotechnical investigation and material testing services for public projects will remain in effect for a period up to five (5) years. The qualifications period may be extended beyond five years at the discretion of City Council. During the last two-year period, approximately thirty (30) public projects, on an average of \$330,000 in fees were awarded to geotechnical consultants each year.

The Request for Qualifications and Request for Fee Proposals shall be submitted simultaneously in separate envelopes. The qualifications submittal will be reviewed, and the firms with the highest rating following the review process will be selected for a short list. Finally, the selected firm's RFP's will be reviewed, and a firm or two will be chosen.

Section 2: Qualifications

Firms interested in submitting qualifications shall meet the following minimum requirements:

A. Minimum Qualifications

- a. The firm shall have an established local office with an AASHTO certified laboratory, prior to the date of this RFQ, within thirty-five (35) miles of the Novi Civic Center (45175 Ten Mile Road, Novi MI) that is staffed with personnel who will provide geotechnical engineering services to the City of Novi.
- b. The firm shall demonstrate that an adequate number of professionals are employed in the various fields required to complete the amount of work and the type of work contemplated in this RFQ.
- c. The firm shall employ a minimum of two (2) licensed professional engineers registered in the State of Michigan, and located in the local office, as outlined above.

B. Format Requirements for Qualifications Submittal

- a. Background of firm - History, areas of expertise, locations, size and resource capabilities (especially of the local office) to perform the required services and meet the minimum qualification requirements.
- b. Statement of understanding of the general scope of services.
- c. Staffing Section – Provide résumés of individuals who provide oversight during the investigation and testing. (During the contract period, if the firm chooses to assign different personnel, then the firm must submit their names and qualifications, including information listed above, to the City for advanced approval). The firm's field technicians shall maintain their Level 1 Concrete Field-Testing Certification (MCA) and their MDOT Density Technology Certification.
- d. Qualifications Section – This section shall describe the qualifications of the firm regarding experience with each type of project (roads, pathways, city utilities) within the past two (2) years. Information presented in this section shall include the following for each type of project:
 - I. A general summary of the firm's demonstrated capabilities and experience.
 - II. Detailed descriptions of projects similar in nature to the services described in the RFQ.

- III. Names of key staff who participated in referenced projects and their specific responsibilities with respect to the services described in the RFQ.

- IV. A minimum of three (3) references from municipalities, or municipal engineering firms that received similar services from the firm. The City of Novi reserves the right to contact any of the organizations or individuals listed. Information provided shall include: 1) client name, 2) project description, 3) project start and end dates, and 4) client contact name, telephone number and e-mail address.

Section 3: Qualification Submittal Evaluation

The City's geotechnical consultant evaluation and selection process is based on the Qualifications Based Selection (QBS) process for professional services.

The City may contact and evaluate the firm's references; contact the firm to clarify any response; contact any of the firm's current clients; solicit any information from any available source concerning any aspect of a submittal; and seek and review any other information deemed pertinent to the evaluation process.

Section 4: Cost Proposal

A. Award of Contracts

The selected consultants will enter a general agreement with the City (see agreement draft in Exhibit A) for a period of five (5) years. Each project will be awarded to a consultant administratively under the terms of the general agreement. Projects will be awarded on a rotating basis or as determined to be in the best interests of the City. The order of award to consultants will initially be chosen at random and projects will generally be awarded in order with the intent to award comparable fee amounts to each consultant during the 5-year term of the general agreement. It is possible, based on varying contract amounts that the award order could change from the initial order.

B. Fee Structure

The fees for standard projects will follow the tabulated fee structure provided in Attachment A. Other Considerations are as follows:

- a. A completed Attachment A shall be submitted as the fee proposal for consideration of future contracts. Following receipt of all fee proposals, the City will work with the qualified consultants to develop a uniform fee structure, if necessary.
- b. The fee percentages shall be all-inclusive of all expenses required to complete the scope of services described herein, including but not limited to costs related to mileage, vehicles, reproduction, mobilization, traffic control, computer use, etc., unless otherwise indicated on proposal form.
- c. If the City and the selected consultant are unable to agree upon a standard fee percentage schedule, the City at its own discretion may choose to select the next highest scoring firm as a pre-qualified consultant for submittal of a proposal.
- d. When submitting the proposal, include a fee sheet of all the testing, boring, equipment, and staff prices for any miscellaneous projects that do not fit the normal project categories stated in the Scope of Work, below.

Section 5: Scope of Work

General Investigation and Material Testing Scope of Services for Public Projects:

The following project categories with geotechnical investigations or material testing are included as general projects under this contract; therefore, a standard fee and scope would be developed:

- Road Rehabilitation/Reclamation/Reconstruction
- Traffic Signal Replacement
- Sidewalk/Pathway Construction
- Water Main Construction or Replacement
- Sanitary/Storm Sewer Rehabilitation and/or Construction

The scope of services for design and construction phase projects will generally include the following scope of services:

- A. At the beginning of each project, discuss the project needs with the City and/or the City's engineering consultant to determine the location and number of soil borings or pavement cores needed for the project. Once awarded by the City, perform the field work agreed upon in the scope of services for each project and provide reports as necessary to the City and the City's engineering consultant to assist in the design phase of the project.
- B. Prior to the construction phase of each project, discuss and/or meet with the City and/or the City's engineering consultant to determine the scope of services for material testing in the construction phase of the project.
- C. Once awarded by the City, perform the field work agreed upon in the scope of services for each project and provide routine reports as necessary to the City and the City's engineering consultant within one week of each site visit. All reports or test results should be submitted electronically to the individuals identified by the City.
- D. Any failing tests in the field shall be documented and immediately brought to the attention of the City and/or the City's engineering consultant.
- E. Attendance at the pre-construction meeting shall be required.
- F. Coordinate with Miss Dig before any investigation work is started.
- G. Consultants must be available with twenty-four (24) hour notice for material testing.

Section 6: Instructions to Proposers

Questions

Questions regarding this Request for Qualifications may be directed to: Construction Engineer, Aaron Staup at astaup@cityofnovi.org or (248) 347-3270, or City Engineer, Ben Croy at bcroy@cityofnovi.org or (248) 735-5635.

Important Dates

RFQ Issue Date: **November 30, 2022**

Last Date for Questions: **December 7, 2022**

Response Due Date: **December 14, 2022**

Proposal Submittals

To be considered, sealed RFQ (five paper copies (bound) and one flash drive containing the complete proposal in pdf format) **and** one sealed Fee Proposal (one paper copy, separately) must arrive at the City Clerk's Office, 45175 Ten Mile Road, Novi, Michigan 48375 on or before **3:00 P.M., Wednesday, December 14, 2022**, and clearly labeled "Geotechnical Engineering Consultant Services for Public Projects 2022-2027". There will be no exceptions to this requirement and the City of Novi shall not be held responsible for late, lost, or misdirected proposals. No other distribution of the proposals will be made by the Consultant. Proposals must be signed by an official, authorized to bind the Consultant to its provisions.

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

Proposals must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of consultant 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 City Clerk's Office, on or before the specified time and date. There will be no exceptions to this requirement. Proposal is considered received when in the possession of the City Clerk. Consultants 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 information 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 consultant.

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.

Changes to the RFQ/Addenda

Should any prospective Proposer be in doubt as to the true meaning of any portion of the Request for Qualifications (RFQ) or Request for Fee Proposal (RFP), 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.

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.

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

This proposal submitted by:

Company (Legal Registration) _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Representative's Name _____

Representative's Title _____

Authorized Signature _____

E-mail _____

Date _____

FIRM NAME: _____

**ATTACHMENT 'A'
GEOTECHNICAL ENGINEERING FEES**

COST OF CONSTRUCTION From		ROAD RECONSTRUCTION		ROAD RECLAMATION		ROAD REHABILITATION		NON-MOTORIZED (SIDEWALKS, PATHWAYS & TRAILS)	
		Design Phase (% Construction)	Material Testing (% Construction)	Design Phase (% Construction)	Material Testing (% Construction)	Design Phase (% Construction)	Material Testing (% Construction)	Design Phase (% Construction)	Material Testing (% Construction)
\$ -	\$ 50,000								
\$ 50,001	\$ 75,000								
\$ 75,001	\$ 100,000								
\$ 100,001	\$ 125,000								
\$ 125,001	\$ 150,000								
\$ 150,001	\$ 200,000								
\$ 200,001	\$ 300,000								
\$ 300,001	\$ 400,000								
\$ 400,001	\$ 500,000								
\$ 500,001	\$ 750,000								
\$ 750,001	\$ 1,000,000								
\$ 1,000,001	\$ 2,000,000								
\$ 2,000,001	and greater								

COST OF CONSTRUCTION From		WATER MAIN CONSTRUCTION		SANITARY/STORM SEWER CONSTRUCTION		UNDERGROUND UTILITY REHABILITATION		TRAFFIC SIGNALS	
		Design Phase (% Construction)	Material Testing (% Construction)	Design Phase (% Construction)	Material Testing (% Construction)	Design Phase (% Construction)	Material Testing (% Construction)	Design Phase (% Construction)	Material Testing (% Construction)
\$ -	\$ 50,000								
\$ 50,001	\$ 75,000								
\$ 75,001	\$ 100,000								
\$ 100,001	\$ 125,000								
\$ 125,001	\$ 150,000								
\$ 150,001	\$ 200,000								
\$ 200,001	\$ 300,000								
\$ 300,001	\$ 400,000								
\$ 400,001	\$ 500,000								
\$ 500,001	\$ 750,000								
\$ 750,001	\$ 1,000,000								
\$ 1,000,001	\$ 2,000,000								
\$ 2,000,001	and greater								

Other types of Work:

Pavement Core Samples (for miscellaneous work)

Subbase Pavement Soil Borings (for miscellaneous work)

Environmental Site Assessments (Phase I)

Environmental Site Assessments (Phase II & III)

Environmental Site Assessments (Phase IV)

General Consulting (for miscellaneous work)

Per/Costs	
\$	per pavement core
\$	per soil boring (max. 5-feet in depth)
\$	per acre
\$	per acre
\$	per acre
\$	per hour all inclusive

Notes:

- Design (or Geotechnical Investigation) fees are determined by multiplying the construction cost estimate by the % fee shown in the above tables.
- Material Testing fees are determined by multiplying the contractor's bid by the % fee shown in the above tables.
- 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'.

EXHIBIT A

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF NOVI

**AGREEMENT FOR GEOTECHNICAL ENGINEERING
CONSULTANT SERVICES FOR PUBLIC PROJECTS**

BETWEEN

CITY OF NOVI

AND

This Agreement is effective this ___ day of _____, 2014, and is between the **City of Novi**, 45175 Ten Mile Road, Novi, Michigan 48375 (hereafter "**City**") and _____, _____, Michigan _____ (hereafter "**Consultant**").

RECITALS:

The City desires to engage the professional services of the Consultant to perform geotechnical engineering services for public projects on behalf of the City.

The Consultant desires to provide such services, as set forth below and in the attached and incorporated Exhibits, under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. General Scope of Services and Term of Agreement:

- a. For and in consideration of payment by the City as provided in this Agreement, Consultant shall perform the services described herein, including the services described in Exhibit A—*Geotechnical Engineering Consultant Services For Public Projects*, if and when such services are assigned by the City to Consultant, in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, and in compliance with all terms and conditions of this Agreement.

- b. For geotechnical engineering services for individual projects, if and when assigned to Consultant, including roadway construction and rehabilitation work, sidewalk and pathway construction, water main construction, sanitary sewer/storm sewer construction, underground utility rehabilitation, and traffic signal construction, consultant shall submit an individual work plan and schedule for each project assigned to Consultant by the City based upon the scope of the particular project as described in accordance with Exhibit B— *Geotechnical Engineering Fee Schedule* for that particular type of project. Services shall be assigned to Consultant by approval by the City of a *Work Plan and Schedule*, which shall be prepared for each individual project assigned to Consultant setting forth the specific scope and cost of the particular project. Consultant shall comply with the work description, insurance requirements, and other terms applicable to each individual project as set forth in the *Work Plan and Schedule*.
- c. The term of this Agreement shall be five (5) years from the date set forth above, and will be open for review and negotiation by mutual agreement of Consultant and the City of Novi for any additional terms. However, either party may terminate this Agreement for any reason upon ninety (90) days' written notice to the other party. This Agreement may be terminated by either party upon 7 days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party. Payments shall be made for work completed up to the termination date.
- d. This Agreement is based on the ordinances, policies, procedures, or requirements in effect on the date of the Agreement. Any additional office or field services required as a direct and apparent result of the change of such ordinances, policies, procedures, or requirements shall be negotiated to the mutual consent of the City and Consultant.
- e. City agrees that the plans, drawings, or other contracted services are primarily for the use of City. All documents prepared by the Consultant, including tracings, drawings, estimates, specifications, field notes, investigations, studies, reports, computer files, field data, notes, etc., in connection with the performance of its duties under this agreement shall become the property of the City upon completion of the services and payment in full of all monies due to the Consultant with respect to the preparation of such document. Reuse of any such materials by City on any extension of any project or any other project without the written authorization of Consultant shall be at City's sole risk. Consultant shall have the right to retain copies of all such materials.
- f. The parties to this Contract intend that the relationship between them created by this Contract is that of service provider and service purchaser. It is expressly agreed, understood and intended that no employee-employer relationship shall exist or be established and that Consultant is an independent contractor who has

been retained to render services to the City to achieve specific results in exchange for specified recompense. As an independent contractor, Consultant expressly agrees that: (a) In the performance of this Contract, the relationship of Consultant to the City shall be that of an independent contractor and not that of an employee or agent of the City, and neither Consultant, nor any agent, employee or permitted subcontractor of Consultant, shall be or may be deemed to be the employee or agent of, or a servant to, the City; (b) Consultant will be solely responsible for payment of salaries, wages, and other compensation for its employees and agents; (c) Neither the Consultant nor any officer, agent, employee or subcontractor of the Consultant shall be eligible for coverage under or eligible to receive the benefits of the City's Workers' compensation, unemployment or health insurance, pension plans or other benefit plans; (d) 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/health 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; and (e) Consultant, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the City.

2. Payment for Services:

- a. Consultant shall invoice City monthly on account of Consultant's services. City shall pay Consultant within thirty (30) calendar days of the time of receipt of invoice from Consultant on account. Subject to sub-paragraph 2(b) below, the City shall pay the undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. If payment is not maintained on a thirty (30) day current basis, Consultant may suspend further performance until payments are current.
- b. City agrees that the periodic billing from Consultant to City are presumed to be correct, conclusive with regard to the services provided, and binding on City unless City, within thirty (30) calendar days from the date of receipt of such billing, notifies Consultant in writing of alleged disagreements with regard to the billing. Errors or discrepancies in a billing recognized after 30 calendar days but not more than 180 calendar days after receipt of invoice from Consultant shall be resolved to the mutual satisfaction of both parties. After 180 calendar days after receipt of invoice from Consultant, the professional services provided by Consultant shall be viewed as acceptable and closed.
- c. All fees and/or costs associated with or due to any governmental or review agencies arising from the services are the sole responsibility of the City.
- d. For individual projects assigned to Consultant in accordance with Section 1(b) above, a more specific procedure for submission and approval of billing statements may be set forth in the *Work Plan and Schedule* for each project. The

City shall confirm the correctness of any progress estimates made for billing purposes, and may use City staff for such purposes. Monthly statements for services shall be accompanied by such properly completed reporting forms and such other evidence of progress as may be required by the City.

- e. In the event of termination for a substantial failure by the Consultant to fulfill its obligations under this agreement through no fault of the City, Consultant shall be paid as compensation in full for services performed to that date an amount calculated in accordance with the *Work Plan and Schedule* for that particular project. Such amount shall be paid by the City upon Consultant's delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been prepared and/or accumulated by Consultant in performing the services up to the date of termination.

3. Indemnification and Liability:

- a. The Consultant agrees to hold harmless and indemnify the City, its officers, agents, employees from and against all claims, demands, suits liability, losses, damages or costs (including reasonable attorney fees and costs) to the extent arising out, of or resulting from the Consultant's tortious or negligent acts, errors, or omissions in performing this Agreement and all Supplemental Agreements.
- b. The City and Consultant acknowledge that the Consultant's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential damages, suspend performance of its services under this Agreement until such time as the City retains appropriate Consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.
- c. Consultant shall not be liable for damages resulting from the actions or inactions of any governmental agencies, including, but not limited to, plan processing; provided, however, that this provision shall not relieve Consultant of its obligations under this Agreement, including all Exhibits hereto, with respect to its securing, or assisting the City in securing, various governmental permits and appraisals in a manner consistent with the standard of care set forth in Paragraph 1.a. above.
- d. Except as specifically set forth in the applicable *Work Plan and Schedule*, the City acknowledges that Consultant is not responsible for the performance or work by

third parties, including, but not limited to, construction contractors or their subcontractors.

4. Insurance:

- a. During the term of this Agreement, Consultant shall obtain and maintain in full force, at its own expense, the following insurance coverage in not less than the following amounts:
 - i. Worker's Compensation insurance relative to all Personnel engaged in performing services pursuant to this Agreement, with coverage not less than that required by applicable law,
 - ii. Comprehensive General Liability Public Liability, for occurrences while engaged in performing services pursuant to this Agreement, with coverage not less than the amount of \$1,000,000 per occurrence;
 - iii. Professional Liability (Including Errors and Omissions) Insurance in the amount of \$1,000,000 per claim
 - iv. Automotive Insurance covering all owned, hired, and non-owned vehicles with insurance to comply with the Michigan No-Fault Insurance Law, including Regional Liability Insurance with minimum bodily injury limits of \$1,000,000 each occurrence and minimum property damage of \$1,000,000 per occurrence.
- b. Consultant shall be responsible for all deductibles contained in any insurance required hereunder.
- c. If during the term of this Agreement changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate existing insurance limits, the Consultant will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such reasonable additional insurance coverage cost shall be paid for by the City of Novi, 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. The cost of insurance for individual projects shall be factored into the established fee curves in Exhibit B—*Geotechnical Engineering Fee Schedule* for each particular type of project
- e. All policies shall name the Consultant 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 to the City.

- f. With the exception of Professional Liability, all insurance policies shall name the City of Novi, its officers, agents, and employees as additional insured. Certificates of Insurance and required endorsements evidencing such coverage shall be submitted to Sue Morianti, Purchasing Manager, City of Novi, 45175 Ten Mile Road, Novi, MI 48375-3024 prior to the commencement of performance under this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies.
- g. If any service is sublet in connection with this Agreement, the Consultant shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Consultant.
- h. The provisions requiring the Consultant to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Consultant under this Agreement.
- i. Coverage under the general and auto liability policies shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Novi. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.
- j. The Policies shall be endorsed to provide the City with thirty (30) days prior written notice of cancellation or nonrenewal.

5. Entire Agreement

- a. Except for the terms of each *Work Plan and Schedule*, which shall be deemed additional terms to this Agreement, this Agreement contains the entire agreement between the City and Consultant relating to services to be provided by Consultant to the City. Any prior agreements, promises, negotiations, and representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both City and Consultant.
- b. With respect to any direct conflict between the terms of this Agreement and any *Work Plan and Schedule* as defined in Section 1(b) above, the terms of the *Work Plan and Schedule* shall control with respect to that individual project.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

6. Assignment:

Neither City nor Consultant shall assign this Agreement without the prior written consent of the other.

7. Severability:

Waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on City and Consultant, unless the court's action or holding has the effect of frustrating the purpose of this Agreement.

8. Delays:

It is expected that the Consultant will perform the work in a timely fashion in accordance with the schedule that is agreed upon at the commencement of each project. The Consultant shall provide requested items within ten (10) working days of the request. Deliverables (engineering reports, test results, boring logs, approval letters, rejection letters, inspection reports, etc.) shall be submitted to appropriate City staff no later than ten (10) working days after the work is performed.

Consultant is not responsible for delay caused by activities or factors beyond the Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, except with respect to Consultant's own employees, service slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or product promptly, faulty performance by the City or the City's other contractors or government agencies. When such delays beyond the Consultant's reasonable control occur, City agrees Consultant is not responsible for damages nor shall Consultant be deemed to be in default of this Agreement.

No charges or claims for damages shall be made by the Consultant for delays or hindrances from any cause whatsoever during the progress of any portions of the services specified in this Agreement, except as hereinafter provided.

In case of a substantial delay on the part of the City in providing to the Consultant either the necessary information or approval to proceed with the service resulting through no fault of the Consultant, in delays of such extent as to require the Consultant to perform its services under changed conditions not contemplated by the parties, the City will be responsible for supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data.

When delays are caused by circumstances or conditions beyond the control of the Consultant as determined by the City, the Consultant shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the Consultant to proceed to complete the services, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein set forth.

9. Disclosure:

Consultant affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional design services to the City within the two years preceding the execution of this Agreement. A campaign contribution, as defined by Michigan law shall not be considered as a valuable gift for the purposes of this Agreement.

10. Nondiscrimination:

The Consultant 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 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 4563) and will require a similar covenant on the part of the consultant or subcontractor employed in the performance of this Agreement.

11. 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, drawings, and specifications, or other documents and services; nor shall that approval be deemed to be an assumption of that responsibility by the City for any defect in the designs, drawings and specifications or other documents prepared by Consultant, its employees, subcontractor, agents and consultants.

12. Compliance With Laws:

This Contract and all of the Consultant's Professional Services and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because the City 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 Agreement.

13. Notices:

Written notices under this Agreement shall be given to the parties at their addresses on page one by personal or registered mail delivery to the attention of the following persons:

City of Novi: **Jeff Herczeg, Director of Public Works and Cortney Hanson, Clerk, with a copy to Thomas R. Schultz, City Attorney**

Consultant: _____

CITY OF NOVI

By _____
Robert J. Gatt, Mayor

By _____
Cortney Hanson, Clerk

CONSULTANT

By _____

