



CITY of NOVI CITY COUNCIL

**Agenda Item 1
September 17, 2018**

SUBJECT: Consideration of a contract for as-needed Supplemental Building and Trade Inspection Services and Plan Review Services with SAFEBuilt Michigan LLC for three years with option for two additional years.

SUBMITTING DEPARTMENT: Community Development

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

In addition to Code Compliance and Planning functions the Community Development Department reviews plans for and inspects all new and altered structures for compliance with the State of Michigan construction codes. These efforts support safe and high quality Economic Development. While always critical for the success of the investments, the current market conditions are particularly challenging and maintaining a high level of service is very important. The acute shortage of qualified craftsmen and supervision in the construction and development market challenges not only those contracting for and depending on the construction, but also puts us in competition with them for qualified staff.

While the interests of the residents and businesses are best served by a dedicated staff of qualified City employees there are times when additional resources are appropriate. This would include periods of vacation or medical absence of City staff as well as times increased need for service.

The City is currently recruiting for an appropriately skilled full time Building Inspector with the intent to replace the inspector working under the current contract.

In the case of the trade inspections (plumbing, mechanical and electrical) and commercial plan review the current work load requires more that the current single full time inspector, but does not consistently justify a 2nd full time position with the associated costs and liabilities. In this situation the first and most economical solution is either overtime for existing staff or our small team of available part time employees. Where these resources are not available, the contract with SAFEBuilt provides the needed resources.

The City received (2) responses to a Request for Proposals. The proposals were evaluated and SAFEBuilt Michigan ranked first and is recommended for approval of a contract.

The changes within the rate structure from the current contract are significant with the Building and Plan Review scheduled daily rates increasing by slightly less than 3% while the fill in trade inspection services decrease by 12.5% and 30% respectfully for prior day and same day notice. The overall contract amount however is anticipated to be within the currently budgeted amounts, subject to development and investment activity as well as recruiting success.

RECOMMENDED ACTION: Approval of a contract for as-needed Supplemental Building and Trade Inspection Services and Plan Review Services with SAFEBuilt Michigan LLC for three years with option for two additional years.

CONTRACT FOR SUPPLEMENTARY BUILDING AND TRADE INSPECTION SERVICES

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and SAFEbuilt Michigan, LLC, whose address is 49045 Pontiac Trail, Wixom, MI 48393, (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

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

Article II. Timing of Performance.

Performance of this Contract shall commence as of the date of the last signature and continue for one (1) year. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount services and materials as specifically set forth in the completed Proposal attached which is part of the attached Schedule A. 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. The Client agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work performed in connection with the billing and the hours and charges applicable to each such item. Such Itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

- A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified

mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days notice in writing of such termination.

2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Contractor up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.

- B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and 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, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: Independent Contractor/Vendor Relationship.

- A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, 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.

Contractor, as an independent contractor and/or vendor, 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.

- B. Contractor 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, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Contractor 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 Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract, except for any damage caused by the actions or inactions of the Client, its agents, representatives, or third parties retained by the Client. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract, except for any damage caused by the actions or inactions of the Client, its agents, representatives, or third parties retained by the Client.
- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

Article VII: Information.

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

Article VIII: General Provisions.

- A. **Entire Agreement.** This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. 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 Contractor'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. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client (and by extension for the Township should the work be accepted and implemented by the Township) and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:
- Client: City Manager Peter E. Auger and City Clerk Cortney Hanson
Contractor: Tom Wilkas, CFO
- G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- H. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- I. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.
- J. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

IN WITNESS WHEREOF, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date last listed below.

WITNESS AND DATES

CITY OF NOVI

OF SIGNATURES:

Date: _____


By: Robert J. Gatt
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

SAFEbuilt Michigan, LLC.

Date: September 10, 2018



By: Tom Wilkas
Its: CFO

1275476.3

Cost Proposal

**Request for Proposals for Supplementary
Building & Trade Inspection Services and Plan
Review Services - Residential, Commercial and
Industrial Buildings**

City of Novi, MI | August 8, 2018



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CITY OF NOVI
SUPPLEMENTARY BUILDING & TRADE INSPECTION SERVICES
AND PLAN REVIEW SERVICES-
RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL BUILDINGS

FEE PROPOSAL

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

PLAN REVIEW

Hourly Rate
(M-F; eight (8) hrs per day)

A. Building \$ 69.75

INSPECTION CATEGORIES

Hourly Rate
(Prior day notice)

Hourly Rate
(Same day notice)

B. Building \$ 69.75

\$ 69.75

C. Mechanical \$ 69.75

\$ 69.75

D. Plumbing \$ 69.75

\$ 69.75

E. Electrical \$ 69.75

\$ 69.75

ALTERNATES

F. Fire Alarm \$ N/A

\$ N/A

G. Fire Suppression \$ N/A

\$ N/A

We acknowledge receipt of the following Addenda: N/A
 (please indicate numbers)

Exceptions (all exceptions must be noted here, or on separate attached sheet):

N/A

Comments: _____

Non-Iran Linked Business

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1)that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

This proposal submitted by:

Company (Legal Registration) SAFEbuilt Michigan, LLC

Address 49045 Pontiac Trail

City Wixom State MI Zip 48393

Telephone 248.568.7762 Fax 877.203.2704

Authorized Agent's Name Tom Wilkas

Authorized Agent's Title Chief Financial Officer

Authorized Agent's Signature 

E-mail twilkas@safebuilt.com

Date August 6, 2018



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

**SUPPLEMENTARY BUILDING & TRADE INSPECTION SERVICES
AND PLAN REVIEW SERVICES-
RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL BUILDINGS**

The City of Novi will receive sealed proposals for **Supplementary Building & Trade Inspection Services** according to the specifications of the City of Novi.

Sealed proposals, with fee proposals in a separate sealed envelope, will be received until **2:00 P.M.**, prevailing Eastern Time, **Wednesday, August 8, 2018**. *Fee proposals will not be opened or read at this time.* Proposals shall be addressed as follows:

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

All proposals must be signed by a legally authorized agent of the bidding firm. Please mark the mailing envelopes/package with the name of the RFP (**Supplementary Building & Trade Inspection Services and Plan Review Services RFP**) and the name of the Proposer.

The City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest proposer, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Sue Morianti
Purchasing Manager

Notice dated: July 20, 2018

NOTICE TO PROPOSERS:

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



CITY OF NOVI

SUPPLEMENTARY BUILDING & TRADE INSPECTION SERVICES AND PLAN REVIEW SERVICES- RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL BUILDINGS

INSTRUCTIONS TO PROPOSERS

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

IMPORTANT DATES

RFP Issue Date	July 20, 2018
Last Date for Questions	Wednesday, August 1, 2018 by 12:00 P.M. EDT Submit questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Wednesday, August 8, 2018 by 2:00 P.M. EDT

PROPOSAL SUBMITTALS

Provide **one (1)** unbound signed original copy of your proposal **and one (1)** digital copy (flash drive or CD). Original copy may be clipped but should not be stapled or bound. ***Fee proposals must be sealed in a separate envelope which may be included in the same mailing envelope as your technical proposal. Do not include any pricing or fees in your technical proposal.*** No other distribution of the proposal will be made by the Contractor. Proposal must be signed by an official authorized to bind the Contractor to its provisions.

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

CHANGES TO THE RFP/ADDENDUM

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

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

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for services. The contract period will be for one (1) year. Upon mutual consent of the City of Novi and the successful proposer, the contract may be renewed for two (2) additional years in one (1) year increments at the same terms and conditions of the original contract.

INSURANCE

A certificate of insurance and accompanying endorsement naming the City of Novi as an additional insured and meeting the requirements in Attachment A must be provided by the successful proposer prior to commencement of work and remain in force during the entire contract period. The City must have a current certificate on file for the duration of the contract.

SELECTION PROCESS

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

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, a summary of total price information for all submissions will be posted on the MITN website at www.mitn.info.

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

SUBMISSION OF PROPOSALS

Proposals must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of RFP. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed proposals must arrive at the location specified and date & time specified. There will be no exceptions to this requirement. Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposals. Proposals received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone proposals are not acceptable. The City of Novi shall not be held responsible for lost or misdirected proposals.

Proposals must be clearly prepared and legible and must be signed by an Authorized Representative of the submitting Company on the enclosed form. Proposals must show unit and total prices. **ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

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

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

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

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.

RESPONSIVE PROPOSALS

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

EXCEPTIONS

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

TAX EXEMPT STATUS

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful proposer with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

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

CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful proposer will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

NON-DISCRIMINATION

In the hiring of employees for the performance of work under this contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF PROPOSAL CONTENT

Should a contract ensue, the contents of the proposal of the successful Proposer may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this RFP is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

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

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

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the offeror certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

- (a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any other Competitor; and
- (b) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

- (c) He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) He is not the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above , and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



CITY OF NOVI

SUPPLEMENTARY BUILDING & TRADE INSPECTION SERVICES AND PLAN REVIEW SERVICES- RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL BUILDINGS

SPECIFICATIONS

OVERVIEW

The City of Novi is soliciting proposals from qualified and experienced firms to assist the Community Development Department with inspection and plan review services for commercial, residential and industrial projects in accordance with the State of Michigan Construction Codes on an as-needed basis. The qualified firms must be committed and strive to deliver excellence in customer service.

The intention of this document is to enter into a contract with one or more qualified firms in order to provide the necessary services and meet departmental demands. It is the intent of these specifications to cover the furnishing and delivery to the City of Novi supplementary building & trade inspection and review services for residential, commercial, and industrial buildings. The specifications cover the general requirements. Recommendations from proposers are encouraged and will be reviewed and evaluated based on the best interest of the City.

BACKGROUND

The City of Novi is a residential community in Oakland County Michigan with a population exceeding 58,000. The community includes important research, technical, service employers as well as educational institutions. It enjoys an excellent reputation in Southeast Michigan for its proactive government, community planning with many public parks and open space.

The City of Novi is a full service municipality. General information regarding the City is available at www.cityofnovi.org.

SCOPE OF WORK

Assist the Community Development Department with commercial, residential and industrial supplemental inspection and plan review services. The City can make no guarantees relating to the amount of work that will actually be available. The City reserves the right to have City staff perform any or all of this work at its discretion. The City may enter into a contract with one or more qualified firms in order to provide the necessary services and meet departmental demands. }

- Customer service- the City of Novi is committed to excellence in customer service. Qualified firm team member(s) must provide knowledgeable, courteous, assist in improving and efficient customer service and strive to deliver quality customer service.

- Inspections must be for compliance with applicable portions of the State of Michigan Building, Plumbing, Mechanical, Electrical, Barrier Free Code, Energy Efficiency and referenced Fire Code Provisions.
- It is anticipated that needs may include one full time Building Inspector and Building Plans Examiner including trades for onsite services will be performed during normal business hours Monday-Friday; up to eight (8) hours per day; excluding Municipal holidays.
- Inspection services will include basic coordination with Plan Review, Clerical, Fire Review and Inspection and other Department inspection staff.
- Written notice of inspection left onsite for every inspection. Daily and remote entry of inspection results into BS&A Building Department.net software system. Computer access will be provided by the City of Novi.
- Supplemental inspection staff must be available a minimum of (1) hour a day (typically 8-9am) in the City of Novi Community Development offices for consultation with contractors and/or property owners. (may be waived at the discretion of the Building Official or designee)
- All inspection staff must have and maintain at all times registration in appropriate inspection areas in accordance with the provisions of Act 54 of the State of Michigan and must demonstrate compliance. ICC certification desired. The City shall not be responsible for time and/or cost for continuing education of inspection staff or maintenance of certifications and registration.
- Inspection staff must keep complete, well organized records of inspections including timely entry in tracking documents.
- Inspection staff must be able to conduct inspections, consult with the public and contractors and communicate with the public in an effective, respectful, helpful, and friendly and productive manner.
- Inspection services will be utilized on as a needed basis by the City up to and including full time if needed to provide the needed level of service. Inspection services are expected to be provided when the contractor is notified by 4pm the previous business day.
- The City will provide Code reference documents, a computer workstation, access to printer and printing supplies only. Inspection staff must be competent in Microsoft Word, and Excel, and able to quickly perform basic functions in BS&A Building Department.net. Staff will be required to sign and adhere to all City of Novi third party technology use and policy documents and standards.
- All inspection staff must provide cell phone access for City staff during service hours. This will be provided without cost to the City.
- Inspectors must submit for and pass a driver's license and background check. The City will provide a municipal vehicle for use to and from inspections only.
- The physical demands while performing the duties of this job regularly required to use his/her hands to finger, handle, or feel; reach with hands and arms; and talk or hear, frequently required to stand, walk, and sit, kneel, crawl, crouch, climb, or stoop, and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, color vision, distance vision, depth perception, and the ability to adjust focus.

REQUIREMENTS

- Inspection services must be provided as-needed on a next day schedule. Pricing is also requested for same-day service if needed.
- The successful firm must have experience with similar projects such as: hospitals, covered malls, large strip malls, medical office building, hotels, high hazard uses, mall tenant build-outs, industrial buildings, night clubs, restaurants, and churches.
- All inspectors must be registered under Act 54 in their appropriate fields.
- Ability to perform building, electrical, mechanical, plumbing, barrier free, energy code and referenced inspections and plan reviews, including trade reviews.
- The City of Novi Building Official or their designee shall have the right to approve or disapprove inspectors based on performance, attitude and communications with others, team's attitude, professionalism and other applicable criteria.
- City of Novi is committed to excellence customer service. Must demonstrated ability to consistently and effectively deliver a high level of quality customer service to all customers and visitors serviced by, as well as within in the City organization.
- Other duties as assigned.
- Follow inspections procedures as defined by supervisory staff.
- Set dress code – no contractor symbols.

PREFERRED QUALIFICATIONS

- ICC certified appropriate inspection fields
- Ability and certifications to perform Fire Alarm and Fire Suppression inspections.

PAYMENTS

Payments for services under this contract shall be made on an hourly basis. Benefits, supervisory time, administrative time, insurance, fuel surcharges, taxes, other overhead, profit and any other miscellaneous costs are **not** chargeable directly but are overhead and the cost will be included in the hourly rate(s). The City will not pay for travel time to the City offices at beginning of work day or travel time when leaving offices at end of work day.

WORKMANSHIP

All work under the resulting contract will be performed in a skillful and workmanlike manner and shall meet with the approval of the Building Official or his authorized representative.

REGULATIONS AND SAFETY GUIDELINES

All contractors and subcontractors performing services for the City are required and will comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

All contractors and subcontractors shall perform all work in accordance with applicable local, State and Federal laws, rules, and regulations, zoning and building codes, as well as M.I.O.S.H.A. guidelines in effect at the time of the project. The Contractor shall provide for the protection of the public, City employees, and the Contractor's own workers from work related hazards. Contractor shall also provide notification to the City's Representative and

personnel directly affected by the work of any potentially dangerous situations. In the event of an emergency affecting the safety of persons or property, the Contractor shall act immediately to prevent threatened loss or damage. The Contractor shall immediately stop any activity or operation affecting safety until the situation(s) is corrected.

SELECTION PROCESS

The City of Novi reserves the right to interview any number of qualifying firms as part of the evaluation process. The decision of which firm(s) to contact, if any, will be based on the evaluation criteria set forth herein, as determined in the evaluation process. Meetings with shortlisted proposers will provide additional information and criteria upon which the City will base its selection decision. The City of Novi reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.

The City of Novi is not required to accept the lowest proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the services, of which qualifications, experience, references, methodology, timelines or capacity, may be overriding factors. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the City.

Proposals will be evaluated and ranked. The City of Novi reserves the right to reject any and all proposals to make an award based directly on the proposals. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the City, including but not limited to quality, longevity, compliance with applicable standards, vendor qualifications and experience and cost analysis.

1. Qualifications, Experience and Training

The firm shall have on staff personnel who have experience with similar projects. Outline why the City should select your firm to provide the required services. Provide a profile of your firm, including history. Firm should clearly identify who shall be assigned to this project and provide their credentials and experience.

2. Comparable Projects

Provide a list of comparable projects that have been successfully completed by your firm.

3. Methodology

Provide the firm's method of approach or work plan summary to meet the City's objectives. Include copy/copies of inspection checklists from a recent significant project (i.e. hospital, large medical office building, or hotel).

4. Capacity

Is staff accessible and available to assist the City with this project? Describe how your firm can provide resources to assist the City. State your capacity to perform the work as described.

5. References

Provide references for similar work performed by your firm including the staff that would be providing service to the City.

6. Cost Proposal

Present a SEPARATE SEALED fee proposal identifying an hourly rate for each of the inspection categories. Out-of-pocket expenses, administrative charges, and so on are to be included in hourly rate. Any travel time, etc., for which a contractor is obligated to pay his employee should be considered a part of overhead, and allowances for such, figured into the fee quoted to the City



**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident, **\$500,000** disease policy limit, and **\$100,000** disease each employee. (These are minimum limits.)
 - 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.
2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City.
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.

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

ADDITIONAL REQUIREMENTS

HOLD HARMLESS/INDEMNITY

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

the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.

3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.



CITY OF NOVI
SUPPLEMENTARY BUILDING & TRADE INSPECTION SERVICES
AND PLAN REVIEW SERVICES-
RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL BUILDINGS
VENDOR QUESTIONNAIRE

Failure to answer all questions could result in rejection of your proposal. Please attach additional sheets if necessary.

Name of Firm _____

Address: _____

City, State Zip _____

Telephone _____ Fax _____

Mobile _____

Agent's Name (please type) _____

Agent's Title _____

Email Address: _____

Website _____

1. Organizational structure: Corporation, Partnership, etc. _____
2. Firm established: _____
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
No _____ Yes _____ Reason: _____
4. Under what other or former names has your organization operated?

5. How many full time employees? _____ Part time? _____
6. How many years has your company been providing inspection services? _____
7. How many clients does your company currently serve with the type of services described?

11. Additional information / Points not covered. Attach additional sheets if necessary.

12. References: Provide at least three (3) client references. Include name address, phone, contact person and briefly describe scope of services.

Company _____
Address _____
Phone _____ Contact name _____
Scope of services _____

Company _____
Address _____
Phone _____ Contact name _____
Scope of services _____

Company _____
Address _____
Phone _____ Contact name _____

Scope of services _____

13. Can you meet the City's insurance requirements? Yes _____ No _____

14. Please provide a copy of your inspection checklists.
Yes _____ No _____

15. Our fee proposal is included in a separate sealed envelope.
Yes _____ No _____

16. Claims & Suits: Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details.
No _____ Yes _____

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: _____

Representative's Name (please print) _____

Date _____



CITY OF NOVI
SUPPLEMENTARY BUILDING & TRADE INSPECTION SERVICES
AND PLAN REVIEW SERVICES-
RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL BUILDINGS

FEE PROPOSAL

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

PLAN REVIEW

Hourly Rate
(M-F; eight (8) hrs per day)

A. Building \$ _____

INSPECTION CATEGORIES

Hourly Rate
(Prior day notice)

Hourly Rate
(Same day notice)

B. Building \$ _____ \$ _____

C. Mechanical \$ _____ \$ _____

D. Plumbing \$ _____ \$ _____

E. Electrical \$ _____ \$ _____

ALTERNATES

F. Fire Alarm \$ _____ \$ _____

G. Fire Suppression \$ _____ \$ _____

We acknowledge receipt of the following Addenda: _____
 (please indicate numbers)

Exceptions (all exceptions must be noted here, or on separate attached sheet):

Comments: _____

Non-Iran Linked Business

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1)that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

This proposal submitted by:

Company (Legal Registration) _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Authorized Agent's Name _____

Authorized Agent's Title _____

Authorized Agent's Signature _____

E-mail _____

Date _____

ORIGINAL

**Request for Proposals for Supplementary
Building & Trade Inspection Services and Plan
Review Services - Residential, Commercial and
Industrial Buildings**

City of Novi, MI | August 8, 2018



Kellie Lindsey
Business Development
Tel. 269.788.2463
klindsey@safebuilt.com

Paul Featherston
Regional Operations
248.798.9186
pfeatherston@safebuilt.com

August 6, 2018

Sue Morianti, Purchasing Manager
City of Novi
Finance Department
45175 Ten Mile Rd.
Novi, MI 48375-3024

Re: Request for Proposals for Supplementary Building & Trade Inspection Services and Plan Review Services – Residential, Commercial and Industrial Buildings
Due: August 8, 2018 by 2:00 PM EDT

Dear Ms. Morianti,

SAFEbuilt Michigan, LLC (SAFEbuilt) is pleased to submit our response to the City of Novi's (the City) *Request for Proposals*. We are prepared to continue to support the Community Development Department's mission to be a partner with its community.

During our time in business with the City, we have built and maintained a solid and reliable reputation throughout the Community Development Department, giving you confidence in our ability to successfully deliver services.

SAFEbuilt has provided comprehensive Building Department Services since 1992. We currently partner with over 700 government agencies in various capacities, helping communities across the country create safe and accessible places to live, work and thrive. We work to understand their unique needs and provide a solid team of experienced professionals to meet the goals and objectives of each community.

We understand that the City requires a partner to provide supplemental building and trade inspection and plan review services for residential, commercial and industrial buildings. SAFEbuilt staff have the experience and qualifications to meet the City's need to provide these services.

Throughout our response, we detail our ability to support the City by providing the highest quality services and the most enhanced value, not only through our vast experience, but also through dedication to customer service and establishing partnerships with the communities we serve.

If you have any questions about our proposal, please contact Kellie Lindsey, Business Development Representative, at 269.788.2463 or klindsey@safebuilt.com.

Best Regards,



Tom Wilkas | Chief Financial Officer
SAFEbuilt

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1. Qualifications, Experience and Training

SAFEbuilt was founded in 1992 for the sole purpose of providing exceptional Building Department services to local governments. Today, SAFEbuilt is a national leader in providing value-added professional, technical and consulting services, partnering with over 800 communities of all sizes for the efficient delivery of contracted solutions.



SAFEbuilt has been supplementing Municipal Building Department services for 26 years. Our team

currently manages municipal contracts with more than 1,100 full-time employees and contracts in 16 states, helping municipalities develop building ordinances, fee schedules, permit issuances/forms, inspections, and tracking/reporting processes.

WHY SAFEbuilt?

SAFEbuilt's proven approaches increase productivity through established work management, scheduling, and technical expertise. Our technical capacity is demonstrated by the following program elements:

- ✓ **Concentrated Focus on Cost-Saving Approaches and Methods.** Because we serve many municipalities and agencies, we are constantly improving and adapting to provide our clients with the most cost-effective services. We share a wealth of recommendations from our varied experience with other communities to help keep our clients' budgets on track.
- ✓ **Tailored, Responsive Services.** We are skilled at assessing time commitments, developing an accurate work plan and applying dedicated, professional personnel. We can quickly fine-tune staffing levels to match or adjust to changes in plan review, inspection and front counter activity – always maintaining the highest level of customer services. We hand-pick staff uniquely qualified and experienced to deliver the exact services requested.
- ✓ **Swift Turnarounds and Expedited Services.** With extensive experience in the digital plan review process, our staff excels at providing prompt turnarounds. We easily match, and more often beat, any required turnaround deadlines.
- ✓ **Effective Coordination with other City Departments.** Our people are trained in promoting collaboration and cooperation with other departments and agencies. Effective communication is a key component and we have multiple communication solutions available which will be flexible to the unique needs of the City.
- ✓ **A Wealth of Code Knowledge and Building Industry Experience.** We maintain staff fully licensed and certified at the highest level of industry standards. To keep our personnel on the industry's cutting edge, many serve as popular educational instructors and lecturers, as well as sit on leading boards and committees for organizations developing and implementing important code regulations. We also keep up with the latest in procedure and use of products, e.g., green building, accessibility, CASp certification requirements, NPDES, MRP, and more.

We provide the best experience to our clients through our great customer communication out in the field every day. Engaging Local Government Leaders (ELGL), an organization made up of local government leaders, recently ranked SAFEbuilt in the top 50 private sector or non-profit organizations which work with local governments. SAFEbuilt was recognized nationally by peers and local governments alike as the 12th best company, and we are honored to know that the work we do every day makes a difference in the communities we serve. Additionally, SAFEbuilt has been on the Inc. 5000 Fastest Growing Companies list for the last six consecutive years.

SAFEbuilt is established as a professional firm with a highly skilled staff and several levels of management oversight to maintain an exceptional degree of service delivery. Our personalized approach provides best practices, personnel expertise, innovative technology, and unparalleled service levels.

We understand that every public agency has a unique culture and specific service requirements for their community. The quality and training of our staff, combined with our robust business systems and core commitment to your City's satisfaction, ensure that you receive the highest levels of service, professionalism, and responsiveness in the industry.

Our employees are the best in the business and a key contributor to our continued success. In addition to making certain that our staff have the necessary technical skills, our hiring and training processes focus on ensuring our staff have the knowledge and customer service competencies needed to work cooperatively with City departments, outside agencies, contractors, businesses, and citizens. Our business practices have been developed and refined over the years, achieving a unique balance of technical proficiency and customer care.

The SAFEbuilt team stands apart from others by remaining dedicated to a client-centered philosophy based on our core values:

- ✓ **Integrity** – We choose to do the right thing every time.
- ✓ **Improvement** – We strive to continuously improve and understand how we can do better tomorrow.
- ✓ **Service** – We always provide unequaled service levels to our customers, external and internal.
- ✓ **Teamwork** – We have an environment where everyone contributes ideas. We encourage and reward creativity and initiative.
- ✓ **Respect** – We are respectful in the way we interact with everyone.

Whether your community is facing unpredictable growth, a shortage of certified staff, a fluctuating workload, or a large and unique project, SAFEbuilt can make a difference where you need it. We have the knowledge, skills, staff, and resources to meet your needs.

BUILDING DEPARTMENT SERVICES

- **Building Inspections**
- **Plan Check**
- **Permit Technician**
- **Code Enforcement**
- **Building Official**
- **Disaster Recovery**
- **Engineering Services**
- **Roof Inspections**
- **Fire Plan Review and Inspections**

PLANNING AND ZONING SERVICES

- **Entitlement Process Management**
- **Building/Zoning Permit Review**
- **Development Guides**
- **Development Impact/Suitability Analysis**
- **Supplement to In-House Planning Staff**
- **Board and Commission Training**
- **GIS and Mapping Services**
- **Topic-Specific Regulations**
- **Full Land Development Code Rewrites and Updates**
- **Long-Range Planning**
- **District Plans and Revitalization**
- **Visualization**



**PAUL
FEATHERSON**
Building Official

Mr. Williams holds special license for the Office of School Facilities and the Office of State Engineers for inspection services. Bob has served as a Structural Building Inspector for residential and commercial buildings in Sarasota County, Florida. He has supervised a group of up to eight carpenters in the custom home construction field. He has been with the company since June 2007.

ACT54 CERTIFICATIONS

MI Certified Building Official #4212

MI Certified Building Inspector #4212

MI Certified Plans Reviewer #4212

WORK EXPERIENCE

- **Building Official/Team Lead**, SAFEbuilt, 2014 to Present
- **Building Inspector, Chief Residential Plan Examiner**, City of Birmingham, 2013 to 2014
- **Chief Plan Examiner/Chief Building Inspector**, City of Madison Heights, 2008 to 2013
- **Deputy Director of Building/Plan Examiner/Building Inspector**, City of Westland, 1997 to 2008
- **Crew Supervisor**, Zalewski Construction Company, 1992 to 1997
- **Combat Security Police and Base Carpenter**, U.S. Air Force, 1989 to 1992
- **Carpenter**, Almond Construction, 1987 to 1989



TIMOTHY
McNAUGHT

Building Inspector

Tim serves as a Building Inspector for Wixom, Michigan.

Certifications

Public Act 54 Registered Building Inspector/ Plans Examiner

NIMS & FEMA certified

Work Experience

- **Building Inspector**, SAFEbuilt
- **Building Inspector/Plan Reviewer/Code Enforcement Officer**, Charter Township of Orion
- **Foreman/Rough Framers**, Berry Custom Homes



DALJIT SINGH BENIPAL

Plan Review Engineer

Sanjit serves as a Plan Review Engineer for Troy and Wixom, Michigan

Certifications

Professional Engineer – State of Michigan

Structural Engineer – Structural Engineering

Certification Board, Chicago, IL

Building Official, Plan Reviewer – State of Michigan

Work Experience

- **Plan Review Engineer**, SAFEbuilt
- **Head Engineer/Senior Associate Civil Engineer**, City of Detroit
- **Structural Engineer**, Giffels Associates, Inc
- **Structural Engineer**, Desai Nasr Consulting Engineers, Inc.
- **Structural Engineer**, Waterman Partnership Consulting Engineers

2. Comparable Projects

SAFEbuilt's experience with similar projects in Michigan consists of the same work required by the City. As described above, we deliver industry-leading tools and techniques to meet the City's requirements. Our proven approaches increase productivity through established work management, scheduling, and technical expertise. Further, we leverage a continuous process improvement philosophy to enhance service delivery throughout contract performance.

Below are examples from recent and directly relevant projects within the last three years, highlighting our experience with similar programs in Michigan.

FULL-SERVICE BUILDING DEPARTMENT ADMINISTRATION

CITY OF TROY, MICHIGAN

In 2010, the City privatized its Building Department with SAFEbuilt, saving taxpayers \$1 million in the first year alone.

By privatizing the entire department, except for the certified Building Official, the City realized more than financial benefits. Our partnership took the City's reputation to a new level with faster and more consistent plan review turnaround times, more efficient processes and enhanced communication.

Importantly, we "right-sized" the City's department from 15 full-time employees to eight—doing more with less and resulting in significant cost savings.

We provide full-service administration of the building department and perform building/construction plan review, inspections for residential and commercial buildings, structures and projects, as well as permitting for the City.

Relevance to this Project

By making efficient use of resources, we save the City of Troy both time and money. Plan review turnaround times decreased, and we provide efficient inspections and permitting.



Contact

Mark Miller, Acting City Manager
500 W. Big Beaver Road
Troy MI 48084
millermf@troymi.gov
248.524.3330

BUILDING DEPARTMENT SERVICES

CITY OF WIXOM, MICHIGAN

SAFEbuilt has provided full-service Building Department Services for the City of Wixom since 2013. Our Building Official performs typical duties and provides input to the City Manager to help simplify building permit fee schedules, serves as part of the Economic Development Team, and serves as a resource for the Planning Commission and the Zoning Board of Appeals.

We also provide residential and commercial building and trade plan review and inspections, inputting information into the City of Wixom's software.

Additional services include code enforcement, rental program services, fire code plan review, and emergency response to determine structure safety.

Relevance to this Project

Work for the City of Wixom includes the similar services requested in this RFP—Building Official, residential and commercial plan review and inspection, and investigation of violations.

Contact

Steven Brown, City Manager

49045 Pontiac Trail

Wixom MI 48393

cityofwixom@wixomgov.org

248.624.0894 ext. 124



3. Methodology

Our experience and capacity to handle Building Services for the City comes from more than 26 years of municipal experience, including our current contract with your City. We know the importance of tackling work as it comes and avoiding a backlog, so we tailor each of our programs to fit the needs of each community. Further, we utilize industry-leading tools and techniques to deliver services as they should be; on time and within budget.

APPROACH TO MEET CITY OBJECTIVES

Each of the requirements in the *Scope of Work* is listed below with detailed information describing our approach to project management and schedule, data delivery method, and data delivery turnaround time.

Plan Review

SAFEbuilt ensures submittals are properly coordinated and tracked by following an established internal plan check process in which each plan is entered into our database, processed and returned to the client on time. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal. To accomplish this, we:



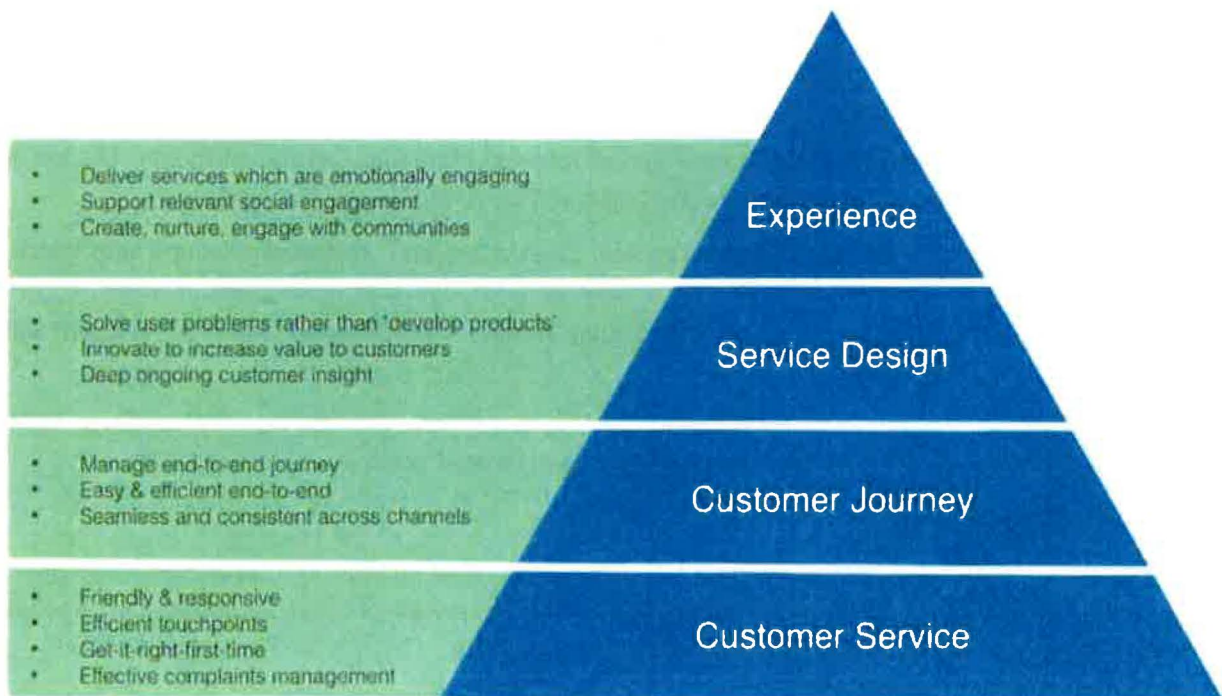
- ✓ Screen and log each application to ensure timely routing to all plan reviewers.
- ✓ Submittals are reviewed for compliance with all relevant state and City requirements. The log serves as a tracking device to assure turnaround times and completeness of the review.
- ✓ Plan reviews will be done in accordance with local, state and federal regulations with which local jurisdictions are mandated to enforce, as well as all codes and ordinances in effect. Preliminary consultations are provided to the applicant upon request to assist and guide them in the design and plans preparation process.
- ✓ Information shown on each permit applications is verified. Construction valuation is based on information provided by the City and compared to estimates provided by the applicant.
- ✓ Plan review management.
- ✓ EsGil assures that corrections are handled within established timeframes and as succinctly and clearly as possible. We will help each applicant through the plan review process. All corrections are identified based on compliance with specified codes and regulations.
- ✓ Written corrections will be issued
- ✓ Provide oral and written communications with project representatives, as needed



Customer Service

The SAFEbuilt team works hard to build trust with City staff and the communities where we serve by establishing strong working partnerships. We believe that clear, consistent communication is key to a successful partnership between SAFEbuilt and the City. We treat everyone with respect, whether City staff, applicants or community members. It is one of our core philosophies. We are always available to provide regular interface to keep City staff aware of progress and any suggested changes moving forward. This also gives the City a chance to provide feedback to us and determine efforts to make sure the right information is getting to the right people.

We are proud to impart our 97 percent client satisfaction rating that we have maintained for the past six years. Customer service is our top priority, and we take the right steps to assure your community is always satisfied with our performance.



INSPECTION CHECKLIST

Per your request, please see a copy of our inspection checklist from a recent, significant project immediately following this page.

Approved _____
 Denied

Floor 1
 Floor 2 _____
 Floor 3 _____
 Floor 4 _____

COMMERCIAL FINAL INSPECTION
 (2012 Michigan Building Code)

Project Name: MENARDS

Address: 28607 WIXOM RD Date: 8/3/15

	YES	NO	N/A	REQUIREMENT	CITE
				EXTERIOR	
1		<input checked="" type="checkbox"/> (A)		Building Components Are Within Allowed Construction Classification	602
2		<input checked="" type="checkbox"/>		Address Numbers 4" High, in a Contrasting Color - Installed & Visible From the Street <i>NOT COMPLETE</i>	IPMC 304.3
3	<input checked="" type="checkbox"/>			Required Barrier Free Parking w/Signage	1106.1
4		<input checked="" type="checkbox"/>		HVAC Screening in place <i>IN PROGRESS WHILE ON SITE</i>	
5	<input checked="" type="checkbox"/>			Site accessibility is provided	
6			<input checked="" type="checkbox"/>	Is the width and slope of all ramps correct?	
7			<input checked="" type="checkbox"/>	Exterior handrails & guardrails permanently installed	
8	<input checked="" type="checkbox"/>			Construction & storage trailers have been removed	
9	<input checked="" type="checkbox"/>			Required exterior site lighting installed <i>APPROVED</i>	
10	<input checked="" type="checkbox"/>			Fire Department Connection Properly Labeled	903.3.7
11	<input checked="" type="checkbox"/>			Exterior Walls Are Compliant; Weather Protection & Installation	Chap 14
12	<input checked="" type="checkbox"/>			Weep Holes Installed in Brick Veneer, if applicable	2104.1.8
13		<input checked="" type="checkbox"/>		Proper Final Grade & Drainage is Set. Maximum Height Against Foundation & Minimum Slope Away is Acceptable <i>NOT APPROVED</i>	1803.3
14	<input checked="" type="checkbox"/>			Ventilation & Flashing of Roof Spaces As Required	Chap 12 & 1507
15	<input checked="" type="checkbox"/>			Thresholds at doors shall not exceed 1/2 inch in height	
16		<input checked="" type="checkbox"/>		Emergency egress lighting @ exterior exits <i>NOT TESTED</i>	
17				Other	
				INTERIOR/GENERAL	
1	<input checked="" type="checkbox"/>			Building Permit is Posted on Site	105.7
		<input checked="" type="checkbox"/>		Building is Constructed per the Approved Plans <i>AS REVISED NEEDED</i>	106.4
2		<input checked="" type="checkbox"/>		Approved Plans & Specifications are on Site <i>SOME PLANS MISSING OR CHANGED - NEED CORRECTION</i>	106.3.1
3				Final Inspections Have Been Completed/Proper Cert's. Provided	101.4.1
				Electrical: <u>YES</u>	101.4.3
				Mechanical: <u>NO</u>	101.4.4
				Plumbing: <u>YES</u>	903
				Health Department: <u>N/A</u>	907
				Elevator (State): <u>YES</u>	
				Fire Protect. Systems: <u>NO</u>	Local Ord.

30	/		Typical Stairs Have a Maximum 7" Rise and a Minimum 11" Tread. All Treads Shall Have a 3/4" to 1 1/4" Nosing With No Greater Than a 1/2" Bevel	1009.3
31	/		Adjacent Treads & Risers Shall Not Exceed 3/16" in Uniformity and the Tolerance Between the Largest & Smallest Riser or Tread Shall Not Exceed 3/8" in any Flight	1009.3.1 1009.3.2
32	/		Handrails Measure 34"-38" Vertically on all Stairs & Ramps	1009.11
33	/		Handrails Adjacent to the Wall Shall Have a Space of Not Less Than 1.5" Between The Wall & the Handrail	1009.11.6
34	/		Handrails are Continuous the Full Length of the Stairs and Ends are Returned into the Wall or Shall Terminate in Newel Posts or Safety Terminals. Extensions on Noncontiguous Rails	1009.11.4 1009.11.5
35	/		All Stairway Handrails Shall Have a Circular Cross Section With an Outside Diameter of 1 1/4" and Not Greater Than 2" Any Other Shape With a Perimeter Dimension of 4" But No Greater Than 6 1/4" - The Largest Cross Section Shall Not Exceed 2 1/4"?	1009.11.3
36	/		All Concrete Slabs on Grade have Control Joints Within the Middle Third of the Slab, are a Minimum of 3.5" Thick and are Placed on 6 mil Vapor Retarder & Required Base Course? <i>SEE NIK INFO</i>	1906.4.4
37	/		Walking Surfaces > 30" Have the Required 42" Guardrail? <i>UPPER MEZZ'S.</i>	1012.1
38	/		Guardrails < 34" Shall Have the Balusters or Solid Material Such That a 4" Sphere Cannot Pass Through Any Opening. 34" >= 42" an 8" Sphere Shall Not Pass?	1012.3
39	/		General Means of Egress; Height, Width, Access, Discharge & Rating Are Compliant?	1003 1013 1023
40	/		Required Access to Unoccupied Spaces is provided?	1209
41	/		All Hazardous Locations Have Proper Safety Glazing?	2406.3
42		/	Proper Number of Fire Extinguishers Mounted 5' AFF? <i>TO BE COMPLETED</i>	(B) 906 (F) 906
43		/	Required egress and EXIT lighting is installed and functioning? <i>NOT YET TESTED</i>	
44	/		Rooms Containing Equipment or System Controls are Labeled?	402.15 (F) 510
45	/		Is the correct number of drinking fountains provided?	
46	/		For male/female occupants, is the correct number of water closets/urinals provided for each area?	

27		/	All Accessible Elements Are Identified with International Symbols of Accessibility	MISSING IDENTIFIERS	1110 (A) 703.7
28	/		5% of Provided Lockers Are Accessible	EMPLOYEE AREA	1109.8.1
		/	Dressing & Fitting Room accessibility provided		
29	/		Provided Coat Hooks. Forward Reach 15"- 48" AFF		(A) 308
30		/	Assembly Seating: 1 Accessible Wheelchair Space per 25		1108
31		/	Bench Seats 20"-24" x min 42" Long. 17'-19" AFF		(A) 903
32	/		Service Counters: 36" AFF & 36" min. Length		(A) 904.3
33	/		Checkout Counters: 38" AFF		(A) 904.2
34	/		Toe Clearance Equals from Floor/Ground to 9". 17" Deep. 30" Wide		(A) 306.2
35	/		Knee Clearance Equals Space Under an Element Between 9" & 27" AFF. 11" to 9" Deep. 30" Wide		(A) 306.3
36	/		Unobstructed Forward Reach: 15" - 48" AFF		(A) 308.2
37	/		<= 20" Obstructed Forward Reach: 0" - 48" AFF		
38	/		>20" w/25" max. Obstructed Forward Reach: 0" - 44" AFF		
39	/		Unobstructed Side Reach: 15" - 48" AFF		(A) 308.3
40	/		<= 10" Obstructed Side Reach: 0" - 48" AFF		
41	/		>10" w/24" max. Obstructed Forward Reach: 0" - 46" AFF		
ADDITIONAL COMMENTS					
(A)			SEVERAL IMPROPER USES OF COMB. MATERIALS - VIOLATIONS NOTED		
(B)			<ul style="list-style-type: none"> - TCO DENIED - SEVERAL CORRECTIONS NEEDED - TESTING OF ELEMENTS NOT COMPLETE - INCOMPLETE CONSULTANT SIGN OFF - MENDANTS + CONTRACTOR NOTIFIED - AS BUILTS NEEDED - OPEN PERMITS NOT YET FINALIZED - NEED LETTER ON BRICK REPAIRS - LANDSCAPING NOT COMPLETE 		

4. Capacity

SAFEbuilt has spent more than 26 years working closely with local governments to build communities that residents proudly call home in pursuit of standards and goals directly relevant to the City's own mission to deliver exceptional services that sustain and enhance a vibrant, safe and diverse community. Our company was built on the principal of making a difference in the communities where we live. By creating a team of quality people and delivering consistent service, we help to develop attractive and safe communities in cities like yours.



STAFF ACCESSIBILITY AND AVAILABILITY TO ASSIST THE CITY

SAFEbuilt is ready to hit the ground running at contract award to continue to perform the services your community needs when you need them.

RESOURCES

We are committed to providing excellent personnel to work closely and efficiently with the City.

SAFEbuilt has a large workforce within the State of Michigan with significant resources. The below map shows our presence and indicates our availability throughout the state.



We have the depth and breadth of qualified, experienced staff within the state that, in the case of an emergency, other employees will be able to step in on short notice to fulfil all contract requirements. Any staff substitutions will first be approved by the City.

CAPACITY TO PERFORM THE WORK

Today's construction environment has placed increased demands on city staffing resources. SAFEbuilt alleviates this staffing resource burden. Our team adjusts service levels when economic recovery takes place. SAFEbuilt fully understands these demands and has experience in successfully providing building services under these conditions. Our people love what they do and readily assist with solutions and recommendations that have been proven, time-tested, and are specific to your needs.

5. References

Below are references from recent and directly relevant projects demonstrating our experience, including completion of services on-time and within budget.

CITY OF TROY, MICHIGAN

Mark Miller, Economic & Community Development
500 W. Big Beaver
Troy, MI 49098
248.524.3330

CITY OF MUSKEGON, MICHIGAN

Frank Peterson, City Manager
933 Terrance Street
Muskegon, MI 49440
231.724.6724

CITY OF WIXOM, MICHIGAN

Steven M. Brown, City Manager
49045 Pontiac Train
Wixom, MI 48393
248.624.0894

6. Cost Proposal

Per the RFP, our Cost Proposal has been submitted in a separate, sealed envelope.

Attachment A: Vendor Questionnaire



CITY OF NOVI

SUPPLEMENTARY BUILDING & TRADE INSPECTION SERVICES
AND PLAN REVIEW SERVICES-
RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL BUILDINGS

VENDOR QUESTIONNAIRE

Failure to answer all questions could result in rejection of your proposal. Please attach additional sheets if necessary.

Name of Firm SAFEbuilt Michigan, LLC

Address: 49045 Pontiac Trail

City, State Zip Wixom, MI 48393

Telephone 248.568.7762 Fax 877.203.2704

Mobile 269.788.2463

Agent's Name (please type) Kellie Lindsey

Agent's Title Business Development Representative

Email Address: klindsey@safebuilt.com

Website www.safebuilt.com

1. Organizational structure: Corporation, Partnership, etc. Limited Liability Company

2. Firm established: 1992

3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
No Yes Reason: _____

4. Under what other or former names has your organization operated?
SAFEbuilt, LLC

5. How many full time employees? 1,100 Part time? 305

6. How many years has your company been providing inspection services? 26

7. How many clients does your company currently serve with the type of services described?
700

11. Additional information / Points not covered. Attach additional sheets if necessary.

12. References: Provide at least three (3) client references. Include name address, phone, contact person and briefly describe scope of services.

Company City of Troy

Address 500 W. Big Beaver Road Troy, MI 48084

Phone 248.524.3330 Contact name Mark Miller, Acting City Manager

Scope of services Full Service Building Department Administration

Company City of Muskegon

Address 933 Terrace Street Muskegon, MI 49440

Phone 231.724.6724 Contact name Frank Peterson, City Manager

Scope of services Inspections, Plan Review, Code Enforcement, Rental Program, Administrative Support/Permit Technician Services, and other Building Department Services, as necessary.

Company City of Wixom

Address 49045 Pontiac Trail Wixom, MI 48393

Phone 248.624.0894 ext. 124 Contact name Steven Brown, City Manager

SAFEbuilt Billing Procedures

1. Operations office:
 - A. Record billing information in permitting or hourly tracking software as performed.
 - B. Pull consolidated billing report at end of month and review for accuracy.
 - C. Post billing report to billing folder on SharePoint on the first day of the month.
2. Accounting Department:
 - A. Print or Download billing report (all supporting documentation) from billing folder.
 - B. Input information into accounting software and generate invoice
 - a. Review invoice for accuracy match to Operations billing totals by service line
 - b. Photocopy or scan invoice for file storage
 - c. Merge invoice into PDF and store on SharePoint
 - C. Email or Mail invoice to customer.
 - D. Reconcile all office, and state billings by Division for reporting.
 - E. Distribute A/R aging to Regional Operations Managers and offices
 - F. Mail statements to customers with past due balances.
 - G. Apply payments to customer accounts when received.