



CITY of NOVI CITY COUNCIL

Agenda Item C
November 10, 2014

SUBJECT: Approval of recommendation from the Consultant Review Committee to award a two-year Traffic Engineering Consulting Services Contract to URS (with the option for a one-year renewal) and adoption of revised fee schedule, effective December 15, 2014.

SUBMITTING DEPARTMENT: *Bau*
Community Development Department – Planning
Department of Public Services - Engineering

CITY MANAGER APPROVAL: *✓* *Q*

BACKGROUND INFORMATION:

A Request for Qualifications (RFQ) was recently issued to seek the services of an independent firm to provide traffic engineering consulting services for the City of Novi. The traffic engineering consultant will perform site plan reviews and traffic study evaluation as part of the plan review process, and assist the Engineering Division with traffic-related concerns and studies. The consultant provides traffic engineering expertise to Community Development and Public Services staff as well as City Council and Planning Commission.

The scope of work for the consultant includes site plan review for traffic compliance with all City codes, the Master Plan for Land Use, thoroughfare plans, the Non-Motorized Master Plan; as well as with quality development expectations, practicality and functional excellence. The consultant also reviews traffic impact studies and rezoning proposals (each rezoning request requires either an abbreviated or full traffic study). The consultant is a resource for the Plan Review Center and provides assistance at meetings, as needed. Additionally, the consultant assists the City's designated traffic engineer (Brian Coburn) by performing traffic studies and assisting with grant applications.

Qualifications

The RFQ was advertised publicly in June 2014 and only one firm responded. Staff advertised the RFQ again in late July 2014 and received submittals from five firms. The qualification packages were reviewed using Qualifications-Based Selection and scored based on five factors:

- Firm's current resource capability to perform required services
- Evaluation of assigned personnel
- Budget, cost controls experience and results
- Ability to relate to requirements
- Analysis of subjective statements applicable to the project

The staff review team included members from Community Development and the Department of Public Services. The reviewers were Brian Coburn, Jeremy Miller, Kristen Kapelanski, and Barbara McBeth. Based on the results of the staff evaluations, two firms were selected as most qualified and to have their fee proposals opened based on high scores, as indicated in the summary table attached to this memo.

Since some of the staff reviewers were unfamiliar with these two firms, URS and Fleis & Vandenbrink (F&V), staff asked each firm to meet for an informal interview. URS ranked the highest amount the five firms and is currently under contract with the City for engineering services for public infrastructure projects. URS has been a consultant for the City since 2006 and is familiar with the City's engineering standards. The firm with the second highest score was F&V. F&V has worked for private developers in Novi for several years and is familiar with Novi's site plan requirements.

Fees

The fee proposals for the top two firms were opened and evaluated by staff. The attached memo provides additional detail regarding the proposed changes to the fee schedule. Please note that many of the current fees have not been increased since 2008, and in several cases both firms are proposing a minimal increase.

The pass-through Traffic Engineering costs for typical site plan review developments is projected to *increase* from about 4 to 10 percent, depending on the type and size of the project. The proposed hourly rate for attendance at meetings and for preparing Traffic Engineering Studies and Reports is proposed to *decrease* by about 16 percent from the current fee structure. The Engineering Division budgets approximately \$33,000 annually for the as-needed hourly work for traffic engineering studies and reports. The Community Development Department budgets approximately \$8,500 annually for as-needed meetings with the traffic consultant.

A summary of the fees paid to the traffic consultant over the past three fiscal years.

	FY11-12	FY12-13	FY13-14	Average
Developer Paid Fees	\$18,783.74	\$37,071.80	\$36,563.65	\$30,806.40
City Paid Fees	\$38,070.25	\$65,936.50	\$37,637.25	\$47,214.67
Totals	\$56,853.99	\$103,008.30	\$74,200.90	\$78,021.06

Staff Recommendation

After reviewing the qualification packages, interviewing the two highest-scoring firms, and reviewing the fee proposals from those firms, **staff recommends award of a contract to URS for a two-year term with an additional one-year option** for the following reasons:

- URS has a deep bench when it comes to traffic engineering with 20 traffic engineers and technicians in Michigan (of which 8 are located in the Southfield office). This breadth of expertise will serve the City well in providing improved traffic reviews and better, creative, innovative solutions to traffic concerns within the City.
- Engineering staff already has a good working relationship with the URS staff and with the level of service URS has provided as a pre-qualified engineering firm for the City since 2006.
- The fees presented by URS are competitive for development related work representing less than a 10% increase in developer/applicant paid fees. As shown on the attached fee summary, many of these fees have not been increased since 2008.
- The fees proposed by URS for work paid directly by the City represents a 16% decrease in hourly costs and could result in cost savings or allow additional work to be completed for the budgeted amount.

The Consultant Review Committee (Members Staudt, Wrobel and Mutch) held a meeting on October 20 to review the proposals, firm qualifications and fee proposals. See

attached draft minutes. The Committee noted that fees for Traffic Engineering Consultant services have not increased in three years and clarified that staff is satisfied with the working relationship and timeliness of previous engineering working relationships with URS. Based on the discussion, the Committee voted in favor of recommending to the City Council that the Traffic Engineering Consulting Services contract be offered to URS.

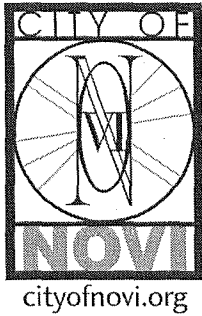
If approved by the City Council, the attached contract would be effective December 15, 2014, and run for a period of two years, with the option for one additional renewal at the end of that timeframe.

RECOMMENDED ACTION: Approval of recommendation from the Consultant Review Committee to award a two-year Traffic Engineering Consulting Services Contract to URS (with the option for a one-year renewal) and adoption of revised fee schedule, effective December 15, 2014.

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

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

**CONSULTANT REVIEW COMMITTEE
DRAFT MINUTES**



CITY COUNCIL AGENDA

CITY OF NOVI
Consultant Review Committee Meeting
Monday, October 20, 2014 at 6:15 p.m.
Mayor's Conference Room | Novi Civic Center | 45175 Ten Mile Road

Meeting called to order at 6:27 p.m.

COUNCIL MEMBERS PRESENT: Council Members Staudt, Wrobel

COUNCIL MEMBERS ABSENT/EXCUSED: Council Member Mutch

OTHERS PRESENT: Victor Cardenas, Assistant City Manager
Brian Coburn, Engineering Manager
Barb McBeth, Deputy Director of Community Development
Melissa Place, Administrative Assistant

APPROVAL OF AGENDA

Moved by Wrobel, supported by Staudt; **CARRIED UNANIMOUSLY:** To approve the agenda as presented.

APPROVAL OF MINUTES

Moved by Wrobel, supported by Staudt; **CARRIED UNANIMOUSLY:** To approve the April 7, 2014 meeting minutes as presented.

PURPOSE OF THE MEETING

1. Discussion of Traffic Consulting Services Proposals

Mr. Cardenas asked Ms. McBeth and Mr. Coburn to open the discussion. Mr. Brian Coburn commented the City initiated a Request for Qualifications to seek firms to provide traffic engineering services in June and received one submittal. It was advertised again in July and the City received five submittals. Staff was pleased to receive such impressive submittals. A team of four staff reviewed all five submittals and the two firms of URS and Fleis & Vandenbrink had the highest scores. These two firms were informally interviewed by the team.

It should be noted that URS has eight traffic engineers in their Southfield office and Fleis & Vandenbrink not as many in the area but has a small staff in a Farmington Hills office. Generally, URS fees are less than a 10% increase. Ms. Barb McBeth commented these are pass-through fees from the developer. Mr. Coburn said URS fees is a 16% decrease overall for fees paid directly by the City.

Mayor ProTem David Staudt asked if there was any specific reason other than fees and staff size that the current consultant, Clearzoning, was not ranked higher? Ms. McBeth and Mr. Coburn said no. Mayor ProTem Staudt asked what is the current contract period? Ms. McBeth said two years with a one year renewal option. Mayor ProTem Staudt asked where Clearzoning ranked? Ms.

McBeth said fourth out of five. Mayor ProTem Staudt asked how long Clearzoning has been the consultant? Ms. McBeth said the current contract started in 2008 to present with a break prior for a few years.

Mayor ProTem Staudt asked what specific projects the consultant would be involved? Mr. Coburn said neighborhood traffic, traffic calming, general traffic studies, roundabouts, stop/yield sign review, safety reviews, etc. Mayor ProTem Staudt asked what is traffic calming? Mr. Coburn said it is road design to improve safety for vehicles and pedestrians, such as roundabouts, speed control, lane marking and configurations, etc. Mayor ProTem Staudt commented he remembers the last time Clearzoning was before City Council, was for the Wal-Mart traffic study. Overall City Council was not pleased with that traffic engineering report especially concerning traffic on Grand River Avenue. Is there a high priority project coming to the forefront? Mr. Coburn said not specifically but the consultant would focus on public engineering projects to assist with traffic engineering related issues, and grant submittals. Did Clearzoning help with that in the past, asked Mayor ProTem Staudt? Mr. Coburn said yes and the City has been successful.

Moved by Wrobel, supported by Staudt; CARRIED UNANIMOUSLY: To recommend to the City Council the award of a two-year contract with a one-year renewal option for Traffic Consulting Services to URS.

AUDIENCE COMMENTS – None

Moved by Wrobel, supported by Staudt; CARRIED UNANIMOUSLY: To adjourn the meeting at 6:37 p.m.

CONTRACT

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract"), dated _____, 20____, is by and between the **City of Novi**, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi Michigan, 48375 (hereinafter referred to as "Client"), and **URS Corporation Great Lakes**, whose address is: 27777 Franklin Road, Suite 2000, Southfield, MI 48037 (hereinafter referred to as "Consultant").

THE CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

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

Article II. Timing of Performance.

Performance of this Contract shall commence immediately upon execution by both parties, and performance of the work shall be completed according to the timing set forth as part of Schedule A. The timing for performance of any such work may be extended for additional specified periods of time, if allowed in writing by the Client in its sole discretion.

Article III. Contract Price and Payment.

- A. Subject to the terms and conditions of this Contract, the Client agrees to pay Consultant in the amount, manner, and according to the timing for making such payments set forth in Schedule A (referred to in this Contract as "payments"). Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract.

- B. Consultant acknowledges that the attached Schedule A includes certain "pay for performance" provisions. Project plan reviews shall be due fifteen (15) days from the date of delivery to Consultant by the City (or by an applicant directly) of all materials necessary to complete a plan review assignment. For project plan reviews delivered on time, Consultant shall be entitled to 100% of the fee established for the review. On time delivery of reviews means delivery to the City employee responsible for coordination of a project on or before the due date. Late delivery of a project plan review shall entitle the City to reduce the fee paid to Consultant by five (5%) percent for each day the review is not delivered on time not to exceed \$500 per day. At Consultant's request, in unusual circumstances in which delivery of the review on time is prevented by circumstances beyond Consultant's control, such as, delays by reason of strikes, lockouts, service slowdowns or stoppages, accidents, acts of God, failure of Client or Client's other consultants to furnish timely information

this reduction may be waived by the City Manager or his or her designee. Consultant may also request an extension of the project due date in advance, in the case of an usually extensive or complicated review or project.

The attached Schedule A also contains an enhanced fee in the event the City requires an expedited project plan reviews. However, the provisions set forth above for late delivery shall apply to expedited reviews if not delivered on time and the enhanced fee may be decreased accordingly.

- C. The Client agrees to pay Consultant amounts due within thirty (30) days of receipt of an itemized billing/invoice from Consultant detailing all work performed and provided in connection with the billing and the hours and charges applicable to each such item of work. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.
- D. All costs and expenses incurred by Consultant in the course of performing the work under this Contract are deemed to be included in the hourly fees and amounts set forth in Schedule A, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee.
- E. Consultant will obtain written approval of the Client prior to proceeding with any services or work that is not stated on Schedule A; otherwise the Client will not be billed for such extra/additional services or work.
- F. Payments shall be made upon verification of invoices received by the Client. All payments to Consultant shall be submitted by mail at Consultant's address first listed above, unless Consultant provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

- A. This Contract, including any extension or amendment of this Contract, may be terminated at any time, with or without cause, by either party upon thirty (30) calendar days' written notice to the other party. In such event, the effective date of such termination shall be the 30th calendar day following the date of the written notice of such termination.
- B. In the event this Contract is terminated prior to completion of the work, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Consultant for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Consultant continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination. Additionally, termination shall not relieve Consultant of its obligation to provide Client with all of the plans and product generated under this Contract

through the effective date of termination. Articles V, VI, VII and VIII of this Contract shall survive completion of the work and any termination of this Contract.

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

Article V: Independent Contractor Relationship.

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

Article VI: Liability and Insurance.

- A. Consultant agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Consultant in performing or failing to perform the work, or (ii) civil damages which arise out of any dispute between Consultant and its subcontractors, affiliates, employees or other private third parties in connection with this Contract.
- B. Consultant shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Consultant in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

Article VII: Information.

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

Article VIII: Accuracy.

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

Article IX: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Consultant. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. Compliance with Laws. This Contract and all of Consultant's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Consultant represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Consultant shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. 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 Client 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.
- F. 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.
- G. Approval; No Release. Approval of the Client 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 Client for any defect in the designs, drawings and specifications or other documents prepared by Consultant, its employees, subcontractor, agents and consultants.
- H. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Consultant that it is hired by Client to work exclusively for Client (and by extension for the City should the work be accepted

and implemented by the City) and Consultant agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Consultant's performance of the work.

- I. 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 Pete Auger and City Clerk Maryanne Cornelius

Consultant:

- J. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.
- K. 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.
- L. 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.
- M. 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.
- N. 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.

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

WITNESS/DATES OF SIGNATURE:

City of Novi ("Client"):

By: _____

Robert J. Gatt, Its Mayor

Date: _____

By: _____

Maryanne Cornelius, Its Clerk

Date: _____

WITNESS:

Date: _____

("Consultant"):

By: _____

_____, Its _____

SCHEDULE A

**CITY OF NOVI
PROPOSAL FORM**

CONSULTANT TRAFFIC ENGINEERING SERVICES

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

SITE PLAN REVIEW

Accessory Structures and Minor Additions (<1,000 sq ft)

	Current Fee Schedule	Proposed Fee Schedule
	Preliminary Site Plan	Preliminary Site Plan
Traffic	\$200 (If applicable)	\$250
	Final Site Plan	Final Site Plan
Traffic	\$200 (If applicable)	\$250

Commercial, Industrial and Office Review (Fee is based on acreage)

	Current Fee Schedule			Proposed Fee Schedule		
	5 Acres or less	5.1 - 20 Acres	Greater than 20 Acres	5 Acres or less	5.1 - 20 Acres	Greater than 20 Acres
	Preliminary Site Plan			Preliminary Site Plan		
Traffic	\$550	\$550 + \$15/acre over 5 acres	\$775 + \$15/acre over 20 acres	\$600	\$600 + \$20/acre over 5 acres	\$800 + \$15/acre over 20 acres
	Final Site Plan			Final Site Plan		
Traffic	\$350	\$350 + \$15/acre over 5 acres	\$575 + \$15/acre over 20 acres	\$350	\$350 + \$20/acre over 5 acres	\$600 + \$15/acre over 20 acres

Multiple-Family and Single-Family Site Condominium Review (Fee is based on units)

	Current Fee Schedule			Proposed Fee Schedule		
	20 Units or less	21 - 50 Units	Greater than 50 Units	20 Units or less	21 - 50 Units	Greater than 50 Units
	Preliminary Site Plan			Preliminary Site Plan		
Traffic	\$575	\$575 + \$6/unit over 20 units	\$775 + \$4/unit over 50 units	\$600	\$600 + \$8/unit over 20 units	\$800 + \$5/unit over 50 units
	Final Site Plan			Final Site Plan		
Traffic	\$450	\$450 + \$8/units over 20 units	\$630 + \$3.50/units over 50 units	\$450	\$450 + \$8/unit over 20 units	\$650 + \$5/unit over 50 units

SCHEDULE A
1

SUBDIVISION REVIEW

Tentative and Final Preliminary, Subdivision Engineering and Final Plat Review (Fee is based on lots)

	Current Fee Schedule			Proposed Fee Schedule		
	20 Lots or less	21 - 50 Lots	Greater than 50 Lots	20 Lots or less	21 - 50 Lots	Greater than 50 Lots
	Tentative Preliminary Plat			Tentative Preliminary Plat		
Traffic	\$575	\$575 + \$7/lot over 20 lots	\$785 + \$4/lot over 50 lots	\$600	\$600 + \$8/lot over 20	\$800 + \$5/lot over 50
	Final Preliminary Plat			Final Preliminary Plat		
Traffic	\$270	\$270 + \$5/lot over 20 lots	\$420 + \$4/lot over 50 lots	\$275	\$275 + \$8/lot over 20	\$450 + \$5/lot over 50
	Subdivision Engineering			Subdivision Engineering		
Traffic	\$475	\$475 + \$8/lot over 20 lots	\$655 + \$2/lot over 50 lots	\$500	\$500 + \$8/lot over 20	\$700 + \$2/lot over 50
	Final Plat			Final Plat		
Traffic	\$200	\$200	\$300	\$250	\$250	\$350

Concept Plan for Subdivision and Site Condominium Projects (applies to all residential development options)

Concept Plan		
	Current Fee	Proposed Fee
Traffic	\$330 + \$2/lot or unit (maximum \$1,000)	\$400 + \$3/lot or unit (maximum \$1200)

Concept Plan and PRO/SDO Applications		
	Current Fee	Proposed Fee
Traffic	\$330 + \$2/lot or unit (maximum \$1,000)	\$400 + \$3/lot or unit (maximum \$1200)

OTHER REVIEW FEES

RUD Plan Review (Fee is based on area plan acreage)				
	Current Fee		Proposed Fee	
	25 Acres or Less	Greater than 25 Acres	25 Acres or Less	Greater than 25 Acres
Traffic	\$500	\$500 + \$3/acre over 70 acres (\$1,500 maximum)	\$550	\$550 + \$5/acre over 25 acres

Phasing Plan Review (Fee is based on phases)				Phasing Plan Review (Fee is based on phases)		
	Current Fee			Proposed Fee		
	5 Phases or Less	6 - 15 Phases	Greater than 15 Phases	5 Phases or Less	6 - 15 Phases	Greater than 15 Phases
Traffic	\$290	\$450	\$800	\$325	\$500	\$800

Planned Development Options (Fee is based on acreage)			Planned Development Options (Fee is based on acreage)		
	50 Acres or Less	Greater than 50 Acres	50 Acres or Less	Greater than 50 Acres	
Traffic	\$175	\$175	\$200	\$200	

Traffic Study Review			Traffic Study Review		
	Current Fee		Proposed Fee		
Pre-submittal mtg to scope traffic study	\$275		\$300		
Abbreviated Impact Assessment	25 Acres or Less	Greater than 25 Acres	25 Acres or Less	Greater than 25 Acres	
	\$500		\$550		
Full Impact Study	\$850	\$850 + \$5/acre over 25 acres (\$1,750 maximum)	\$900	\$900 + \$7/acre over 25 acres (\$2000 maximum)	

ADDITIONAL REVIEW / INSPECTION FEES

Current Fee	
Rezoning Review	
Traffic Review (All Land Use Districts)	\$300

Proposed Fee	
Rezoning Review	
\$325	

Current Fee	
25 Acres or Less	Greater than 25 Acres
Shared Parking Study Review	\$475
	\$575

Proposed Fee	
25 Acres or Less	Greater than 25 Acres
	\$500
	\$600

	Current Fee			Proposed Fee		
	5 Acres or Less	5.1 - 20 Acres	Greater than 20 acres	5 Acres or Less	5.1 - 20 Acres	Greater than 20 acres
Traffic Control Signs & Markings	\$375	\$500	\$500 + \$5/acre over 20 acres	\$400	\$500	\$500 + \$7/acre over 20 acres

SCHEDULE A 2

Current Fee	
Review of Intersection for Stop/Yield (includes report)	(currently not in fee schedule - provide price per intersection, minimum of 3 intersections)

Proposed Fee
\$600

Include Hourly Rate Sheet based on Levels of Employment

Hourly Fee for Traffic Engineering Studies and Reports - provide amount per hour

Provide rates for attending departmental meetings, Planning Commission meetings and City Council meetings

Provide rate if Community Development Department determines that Preliminary and Final Site Plan review is combined into one review

We acknowledge receipt of the following Addendums: _____

Comments: _____

Company Name: URS Corporation Great Lakes
 Address: 27777 Franklin Road, Suite 2000
 City, State, Zip: Southfield, Michigan 48034
 Phone: 248.204.5900 Fax: 248.204.5901
 Agents Name: Sean N. Kelsch, PE
 Agents Signature: *Sean N. Kelsch*
 Date: 8/19/2014

SCHEDULE A 3

Scope of Work

MAJOR ACCOUNTABILITIES

1. Site Plan review for traffic compliance with all City codes, Master Plan for Land Use, Thoroughfare plans, Non-Motorized Master Plan, Design and Construction Standards, quality development expectations, practicality, and functional excellence. There were approximately 75 site plan review requests submitted to the department in 2013.
 - a. Traffic Engineering review reports included approximately 50 independent site plans, for preliminary and final site plan reviews. The report will address geometrics, driveway spacing, traffic control signs, trip generation and impact, improvements to existing access, pedestrian access, circulation and parking, and other site related traffic concerns.
 - b. Review and advise applicants on need for traffic impact studies, and shared parking proposals (approximately 4/year).
 - c. Review of rezoning proposals (approximately 4/year). Each rezoning request requires either an abbreviated or full traffic study.
 - d. Coordination with all other disciplines (e.g., engineering, planning, wetlands and woodland protections, City attorneys, etc.).
2. Inspection services for signage and striping in compliance with site plans, including previously approved projects that have outstanding work pending and have financial guarantees posted with the City for completion (approximately 20 per year).
3. Attendance at the quarterly meetings of the Novi Traffic Safety Committee.
4. Provide court testimony for ordinance enforcement, litigation, etc.
5. Assist the Engineering Manager with traffic engineering related tasks including but not necessarily limited to the following types of studies (to include preparation of a supporting report):
 - a. Studies to set the appropriate posted speed limit
 - b. Traffic signal warrant studies
 - c. Review of on-street parking concerns
 - d. Stop and yield sign review and study
 - e. School zone safety review
 - f. Warning sign review and placement
 - g. Assist with implementation of neighborhood traffic calming
 - h. Assist with preparation of safety and congestion mitigation and air quality grants
 - i. Other traffic related tasks as assigned by the Engineering Manager

SCHEDULE A 5

6. Attend development meetings, public meetings, hearings, homeowner association meetings, etc. as directed and coordinated by the City of Novi.
7. Review and comment on plans and studies prepared by City staff or other consultants, including the preparation of and updates to the Master Plan for Land Use, Thoroughfare Master Plan, Transit Plan, and various road improvement projects, as requested by the City.

INSURANCE (TO BE ATTACHED)

**MEMO REGARDING TRAFFIC CONSULTING SERVICES
OCTOBER 10, 2014**



MEMORANDUM

TO: PETER AUGER, CITY MANAGER
VICTOR CARDENAS, ASSISTANT CITY MANAGER

FROM: BRIAN COBURN, ENGINEERING SENIOR MANAGER ^{BTC}
BARB MCBETH, COMMUNITY DEVELOPMENT DEPUTY DIRECTOR

SUBJECT: TRAFFIC CONSULTING SERVICES

DATE: OCTOBER 10, 2014

A Request for Qualifications (RFQ) was recently issued to seek the services of an independent firm to provide traffic engineering consulting services for the City of Novi. The traffic engineering consultant will perform site plan reviews and traffic study evaluation as part of the plan review process, and assist the Engineering Division with traffic-related concerns and studies. The consultant provides traffic engineering expertise to Community Development and Public Services staff as well as City Council and Planning Commission.

The scope of work for the consultant includes site plan review for traffic compliance with all City codes, the Master Plan for Land Use, thoroughfare plans, the Non-Motorized Master Plan; as well as with quality development expectations, practicality and functional excellence. The consultant also reviews traffic impact studies and rezoning proposals (each rezoning request requires either an abbreviated or full traffic study). The consultant is a resource for the Plan Review Center and provides assistance at meetings, as needed. Additionally, the consultant assists the City's designated traffic engineer (Brian Coburn) by performing traffic studies and assisting with grant applications.

Qualifications

The RFQ was advertised publicly in June 2014 and only one firm responded. Staff advertised the RFQ again in late July 2014 and received submittals from five firms. The qualification packages were reviewed using Qualifications-Based Selection and scored based on five factors:

- Firm's current resource capability to perform required services
- Evaluation of assigned personnel
- Budget, cost controls experience and results
- Ability to relate to requirements
- Analysis of subjective statements applicable to the project

The staff review team included members from Community Development and the Department of Public Services. The reviewers were Brian Coburn, Jeremy Miller, Kristen Kapelanski, and Barbara McBeth. Based on the results of the staff evaluations, two firms were selected as most qualified and to have their fee proposals opened based on high scores, as indicated in the summary table attached to this memo.

Since some of the staff reviewers were unfamiliar with these two firms, URS and Fleis & Vandenberg (F&V), staff asked each firm to meet for an informal interview. The scoring results from the interview are also included in the table attached to this memo.

URS ranked the highest amount the five firms and is currently under contract with the City for engineering services for public infrastructure projects. URS has been a consultant for the City since 2006 and is familiar with the City's engineering standards. The firm with the second highest score was F&V. F&V has worked for private developers in Novi for several years and is familiar with Novi's site plan requirements. The qualifications package and fee proposals for the top two firms are attached to this memo for your reference.

Fees

The fee proposals for the top two firms were opened and evaluated by staff. The RFQ included a fee template form because of the number and complexity of services required of the traffic engineering consultant. The form also includes the current fee for services so the firms are aware of the current fee structure. The proposed fees along with the current fee (established in 2011) and the previous fees from 2008 are shown in the attached summary table for comparison. Please note that many of the current fees have not been increased since 2008, and in several cases both firms are proposing a minimal increase.

The following tables of example projects are provided to demonstrate the difference in fees for the top two firms and to look at fees associated with common projects in the City of Novi.

The following table shows the traffic review fees for a theoretical small single family condominium site plan that assumes no revised reviews would be needed.

Fees for a Small Single Family Condominium Review	Current Fee	URS	F&V
Pre-Application Review	\$0	\$0	\$0
Preliminary Site Plan	\$575	\$600	\$550
Final Site Plan	\$450	\$450	\$550
Traffic Sign Inspection	\$375	\$400	\$400
Total	\$1,400	\$1,450	\$1,500
% Increase		3.6%	7.1%

The following table shows a comparison of fees for a rezoning request with a Planned Rezoning Overlay including a concept plan and a full traffic study.

Fees for Rezoning Request with a PRO	Current Fee	URS	F&V
Pre-Application Review	\$0	\$0	\$0
Concept Plan	\$330	\$400	\$400
Rezoning Review	\$300	\$325	\$300
Full Traffic Impact Study	\$850	\$900	\$900
Total	\$1,480	\$1,625	\$1,600
% Increase		9.8%	8.1%

The following table shows a comparison of traffic review fees for a 10 acre commercial site plan that assumes no revised review would be needed. (Please note that F&V did not provide fees for these services in their submittal).

Fees for 10 acre Commercial Site Plan Review	Current Fee	URS	F&V
Pre-Application Review	\$0	\$0	\$0
Preliminary Site Plan	\$625	\$700	Not provided
Final Site Plan	\$425	\$450	Not provided
Traffic Sign Inspection	\$500	\$500	\$500
Total	\$1,550	\$1,650	n/a
% Increase		6.4%	

Please note that the above are all pass-through costs to the developer or applicant. The Traffic Consultant firm also provides fees on an hourly rate for certain services, such as attendance at meetings. The following fees are associated with attendance at daytime or evening meetings as requested by the City with the hourly rate of the main contact person who would be in attendance. The table below provides a comparison of fees to be paid directly by the City (rather than an applicant or developer) for these as-needed services.

Hourly Rates Paid Directly by the City	Current Fee	URS	F&V
Hourly Fee for Attending Meetings	\$119	\$110	\$160
Hourly Fee for Traffic Engineering Studies and Reports	\$114	\$85	\$102
Total	\$233	\$195	\$262
% Increase/Decrease		-16% Decrease	12% Increase

The Engineering Division budgets approximately \$33,000 annually for the as-needed hourly work for traffic engineering studies and reports. The Community Development Department budgets approximately \$8,500 annually for as-needed meetings with the traffic consultant.

Staff Recommendation

After reviewing the qualification packages, interviewing the two highest-scoring firms, and reviewing the fee proposals from those firms, **staff recommends award of a contract to URS for a two-year term with an additional one-year option** for the following reasons:

- URS has a deep bench when it comes to traffic engineering with 20 traffic engineers and technicians in Michigan (of which 8 are located in the Southfield office). This breadth of expertise will serve the City well in providing improved traffic reviews and better, creative, innovative solutions to traffic concerns within the City.

- Engineering staff already has a good working relationship with the URS staff and with the level of service URS has provided as a pre-qualified engineering firm for the City since 2006.
- The fees presented by URS are competitive for development related work representing less than a 10% increase in developer/applicant paid fees. As shown on the attached fee summary, many of these fees have not been increased since 2008.
- The fees proposed by URS for work paid directly by the City represents a 16% decrease in hourly costs and could result in cost savings or allow additional work to be completed for the budgeted amount.

Please let us know if you have any questions.

cc: Charles Boulard, Community Development Director
Rob Hayes, Director of Public Services/City Engineer
Kristen Kapelanski, Planner
Jeremy Miller, Staff Engineer

TRAFFIC ENGINEERING FEE SUMMARY

	2008 Fee Schedule	2011 Fee Schedule	URS	Fleis & Vandenbrink
SITE PLAN REVIEW				
Accessory Structure and Minor Additions				
Traffic (Preliminary Site Plan)	\$200	\$200	\$250	Not Provided
Traffic (Final Site Plan)	\$200	\$200	\$250	Not Provided
Commercial, Industrial and Office Review				
Preliminary Site Plan				
5 Acres or Less	\$500	\$550	\$600	\$500
5.1-20 Acres	\$500 + \$15/acre over 5 acres	\$550 + \$15/acre over 5 acres	\$600 + \$20/acre over 5 acres	Not Provided
Greater than 20 Acres	\$725 +\$110/acre over 20 acres	\$775 + \$15/acre over 20 acres	\$800 + \$15/acre over 5 acres	\$800
Final Site Plan				
5 Acres or Less	\$300	\$350	\$350	Not Provided
5.1-20 Acres	\$300 + \$15/acre over 5 acres	\$350 + \$15/acre over 5 acres	\$350 + \$20/acre over 5 acres	Not Provided
Greater than 20 Acres	\$525 + \$10/acre over 20 acres	\$575 + \$15/acre over 20 acres	\$600 + \$15/acre over 20 acres	Not Provided
Multiple-Family and Single-Family site Condominium Review				
Preliminary Site Plan				
20 Units or less	\$575	\$575	\$600	\$550
21-50 Units	\$575 + \$6/unit over 20 units	\$575 + \$6/unit over 20 units	\$600 + \$8/unit over 20 units	Not Provided
Greater than 50 Units	\$755 + \$4/unit over 50 units	\$775 + \$4/unit over 50 units	\$800 + \$5/unit over 50 units	\$800
Final Site Plan				
20 Units or less	\$350	\$450	\$450	\$500
21-50 Units	\$350 + \$4/unit over 20 units	\$450 + \$6/unit over 20 units	\$450 + \$8/unit over 20 units	Not Provided
Greater than 50 Units	\$470 + \$4/unit over 50 units	\$630 + 3.50/units over 50 units	\$650 + \$5/unit over 50 units	\$650
SUBDIVISION REVIEW				
Tentative and Final Preliminary, Subdivision Engineering and Final Plat Review)				
Traffic (Tentative Preliminary Plat)				
20 Lots or less	\$575	\$575	\$600	\$550
21-50 Lots	\$575 + \$6/lot over 20 lots	\$575 + \$7/lot over 20 lots	\$600 + \$8/lot over 20 lots	\$700
Greater than 50 Lots	\$755 + \$4/lot over 50 lots	\$785 + \$4/lot over 50 lots	\$800 + \$5/lot over 50 lots	\$800
Traffic (Final Preliminary Plat)				
20 Lots or less	\$220	\$270	\$275	\$300
21-50 Lots	\$220 + \$4/lot over 20	\$270 + \$5/lot over 20 lots	\$275 + \$8/lot over 20 lots	\$300
Greater than 50 Lots	\$340 + \$4/lot over 50 lots	\$420 + \$4/lot over 50 lots	\$450 + \$5/lot over 50 lots	\$450
Traffic (Subdivision Engineering)				
20 Lots or less	\$400	\$475	\$500	\$450
21-50 Lots	\$400 + \$6/lot over 20 lots	\$475 + \$6/lot over 20 lots	\$500 + \$8/lot over 20 lots	\$500
Greater than 50 Lots	\$580 + \$2/lot over 50 lots	\$655 + \$2/lot over 50 lots	\$700 + \$2/lot over 50 lots	\$700
Traffic (Final Plat)				
20 Lots or less	\$200	\$200	\$250	\$200
21-50 Lots	\$200	\$200	\$250	\$200
Greater than 50 Lots	\$300	\$300	\$350	\$250
Concept Plan	\$330 + \$2/lot or unit (max \$1000)	\$330 + \$2/lot or unit (max \$1000)	\$400 + \$3/lot or unit	\$400
Concept Plan and PRO/SDO Applications	\$330 + \$2/lot or unit (max \$1000)	\$330 + \$2/lot or unit (max \$1000)	\$400 + \$3/lot or unit (max \$1200)	\$400
OTHER REVIEW FEES				
RUD Plan Review				
25 Acres or less	\$500	\$500	\$550	\$500
Greater than 25 Acres	\$500 + \$4/acre over 70 acres (\$1,500 maximum)	\$500 + \$3/acre over 70 acres (\$1500 max)	\$550 + \$5/acre over 25 acres	\$600
Phasing Plan Review				
5 Phases or Less	\$300	\$290	\$325	\$300
6-15 Phases	\$500	\$450	\$500	\$450
Greater than 15 Phases	\$750	\$600	\$600	\$600

TRAFFIC ENGINEERING FEE SUMMARY

	2008 Fee Schedule	2011 Fee Schedule	URS	Fleis & Vandenbrink
Planned Development Options				
50 Acres or less	\$200	\$175	\$200	\$200
Greater than 50 Acres	\$200	\$175	\$200	\$200
Traffic Study Review				
Pre-submittal mtg to scope traffic	\$275	\$275	\$300	\$300
Abbreviated Impact Assessment				
25 Acres or less	\$500	\$500	\$550	\$500
Greater than 25 Acres	\$500	\$500	\$550	\$500
Full Impact Study				
25 Acres or less	\$850	\$850	\$900	\$900
Greater than 25 Acres	\$850 + \$5/acre over 25 acres (\$1750 max)	\$850 + \$5/acre over 25 acres (\$1750 max)	\$900 + \$7/acre over 25 acres (\$200 max)	\$900
ADDITIONAL REVIEW / INSPECTION FEES				
Rezoning Review	\$200	\$300	\$325	\$300
Shared Parking Study Review				
25 Acres or Less	\$500	\$475	\$500	\$400
Greater than 25 Acres	\$600	\$575	\$600	\$500
Traffic Control Signs & Markings				
5 Acres or Less	\$375	\$375	\$400	\$400
5.1-20 Acres	\$500	\$500	\$500	\$500
Greater than 20 Acres	\$500 + \$5/acre over 20 acres	\$500 + \$5/acre over 20 acres	\$500 + \$7/acre over 20 acres	\$600
ENGINEERING SERVICES				
Review of Intersection for Stop/Yield	N/A	N/A	\$600	\$600
Hourly Fee for Engineering Studies and Reports	N/A	\$114	\$85	\$102
Hourly Fee for Attending Dept/PC/CC Meeting	\$119	\$119	\$110	\$160
Rate for Preliminary and Final Reviews Combined	N/A	N/A	70% of Prelim and Final Review Fee	\$700