



CITY OF NOVI CITY COUNCIL
FEBRUARY 28, 2022

SUBJECT: Approval to award a two-year Traffic Engineering Consulting Services Contract to AECOM (with the option for an additional two, one-year renewals) as recommended by the Consultant Review Committee, and adoption of the revised fee schedule, effective June 1, 2022.

SUBMITTING DEPARTMENT: Community Development, Planning

Approval to award a two-year Traffic Engineering Consulting Services Contract to AECOM (with the option for an additional two, one-year renewals) as recommended by the Consultant Review Committee, and adoption of the revised fee schedule, effective June 1, 2022.

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 performs site plan reviews and traffic study evaluations as part of the plan review process and assists 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 provides assistance at meetings, as needed. Additionally, the consultant assists the City's designated traffic engineer (Ben Croy) by performing traffic studies and assisting with grant applications.

Qualifications

The RFQ was advertised in October and the City received three responses. The qualification packages were reviewed using Qualifications-Based Selection and scored using five factors:

- Firm's resource capability to perform services in a timely and complete basis
- Evaluation of assigned personnel
- Samples of previous similar projects
- Ability to relate to project 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 Rebecca Runkel, Victor Boron, Lindsay Bell, and Barbara McBeth. Based on the results of the staff evaluations AECOM was selected as most qualified before the fee proposals were opened. AECOM has served as Novi's Traffic Engineering Consultant since 2014.

Fees

The current fees have not increased since 2018. AECOM's proposed fees show a minimal increase in some of the fees, primarily from no increase to an increase of \$25-\$50 per service requested. This ranges from 0-14% increase from the individual services approved in the current contract. If approved, the pass-through Traffic Engineering costs for typical site plan review developments is projected to increase from about 10 to 15 percent, depending on the type and size of the project. The fees for Full Traffic Impact Studies are proposed to increase by \$550 due to the complexity of these studies and the hours that are needed to provide a complete review. The proposed hourly rate for preparing Traffic Engineering Studies and Reports, and for attendance at meetings is proposed to increase by about 10 percent, and 20 percent, respectively, from the current fee structure, the first requested increase over the past four years.

The Engineering Division budgets approximately \$30,000 annually for the as-needed hourly work for various engineering studies and reports, including traffic engineering studies and reports. The Community Development Department budgets approximately \$6000 annually for as-needed meetings with the traffic consultant.

A summary of the fees paid to the traffic consultant over the past few years is as follows:

	FY 17-18	FY 18-19	FY 19-20	FY 20-21
Traffic Review (developer-paid fees)	\$ 36,918.75	\$ 57,354.10	\$ 35,463.50	\$ 40,528.00
Traffic Study - GR River/Novi Rd	5,250.00	-	-	-
Traffic consultant (city-paid fees)	4,258.75	12,403.75	5,000.00	1,218.75
	\$ 46,427.50	\$ 69,757.85	\$ 40,463.50	\$ 41,746.75

Staff Recommendation

Staff recommends award of a contract to AECOM for a two-year term with an additional two, one-year optional extensions for the following reasons:

- AECOM has a deep bench when it comes to traffic engineering with 100 traffic engineers and other professionals in the local office and approximately 350 across Michigan (of which 13 are in local offices and available to assist with Novi's projects).
- Over the last seven years that the City and AECOM have worked together, staff has noted that the breadth of expertise has served the City well in providing improved traffic reviews and better, creative, innovative solutions to traffic concerns within the City. AECOM recently streamlined the site plan review letters, improving communication and making comments easier to understand. AECOM has been receptive to improvements to the letters and communications as suggested by the Plan Review Center.

- Between 2014 and 2017, AECOM reviewed 265 site plans ranging from concept, pre-application, preliminary and final site plan. Between 2018 and 2021, AECOM reviewed more than 400 site plans and inspection requests.
- AECOM also has expertise with intelligent transportation systems, if needed.
- Engineering and Planning staff already have a good working relationship with the AECOM staff and with the level of service AECOM has provided as a pre-qualified engineering firm for the City since 2006, and as Traffic Engineering consultant since 2014.
- The fees presented by AECOM represent less than a 15% increase in developer/applicant paid fees, and a 10% increase in hourly costs for traffic engineering studies, a nominal increase over the fees in place since 2018.

The Consultant Review Committee met on December 6, 2021 to review the proposal, and made a motion to recommend approval to the City Council to enter into a new contract with AECOM. If approved by the City Council, the attached contract would be effective June 1, 2022, and run for a period of 2 years, with the option for two additional one-year renewals at the end of that timeframe. A letter from AECOM requesting to extend the current contract is included in the packet and is intended to bridge the timeframe until the new contract takes effect June 1.

RECOMMENDED ACTION:

Approval to award a two-year Traffic Engineering Consulting Services Contract to AECOM (with the option for an additional two, one-year renewals) as recommended by the Consultant Review Committee, adoption of the revised fee schedule, and accepting the request to extend the current contract until the new contract becomes effective June 1, 2022, subject to final review and approval as to form, including minor changes required by the City Manager and City Attorney's office.

CONTRACT

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract"), dated _____, 2022, is by and between the **City of Novi**, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi Michigan, 48375 (hereinafter referred to as "Client"), and **AECOM Great Lakes, Inc.**, whose address is: 27777 Franklin Road, Southfield, MI 48034 (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 "Scope of Work"), which is attached hereto and made a part of this Contract by this reference, in compliance with applicable standards of professional care and in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below. Nothing in this Contract provides a guaranty that Client will issue, or that Consultant will accept, any Task Orders. Agreed upon Task Orders will require the signatures of both Parties.

Article II. Timing of Performance.

Performance of this Contract shall commence on June 1, 2022 and end on June 1, 2024. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments at the same terms, and conditions of the original contract.

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. The attached Schedule A also contains an enhanced fee in the event the City requires an expedited project plan review.
- B. The Client agrees to pay Consultant amounts due within thirty (30) days of receipt of an itemized billing/invoice from Consultant detailing all work performed and provided in connection with the billing and the hours and charges applicable to each such item of

work. Such itemized billings shall be submitted monthly and shall be paid only upon proper completion of the work itemized in the billing.

- C. All costs and expenses incurred by Consultant in the course of performing the work under this Contract are deemed to be included in the hourly fees and amounts set forth in Schedule A, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee.
- D. Consultant will obtain written approval of the Client prior to proceeding with any services or work that is not stated on Schedule A; otherwise the Client will not be billed for such extra/additional services or work.
- E. Payments shall be made upon verification of invoices received by the Client. All payments to Consultant shall be submitted by mail at Consultant's address first listed above, unless Consultant provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

- A. This Contract, including any extension or amendment of this Contract, may be terminated at any time, with or without cause, by either party upon thirty (30) calendar days' written notice to the other party. In such event, the effective date of such termination shall be the 30th calendar day following the date of the written notice of such termination.
- B. In the event this Contract is terminated prior to completion of the work, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Consultant for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Consultant continues to fully perform its duties and obligations in 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. The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination, where the Consultant is deprived of the opportunity to complete Consultant's services. 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 and reasonable attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Consultant in performing or failing to perform the work, or (ii) civil damages which arise out of any dispute between Consultant and its subcontractors, affiliates, employees or other private third parties in connection with this Contract.
- B. Consultant shall provide evidence of adequate insurance coverage in the types

and amounts set forth on Schedule B, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Consultant in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule B.

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, shall belong exclusively to the Client upon payment of all amounts due under this Contract 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. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Consultant that it is hired by Client to work exclusively for Client (and by extension for the City should the work be accepted and implemented by the City) and Consultant agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Consultant's performance of the work.

F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

<u>Client:</u>	City Manager Peter E. Auger and City Clerk Cortney Hanson
<u>Consultant:</u>	Michael T. DeVries, PE, Vice President

G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.

H. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

I. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.

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

K. Standard of Care. Consultant shall perform the services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of

the same profession currently practicing in the same locality under comparable circumstances. CONSULTANT MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED.

- L. *Force Majeure*. Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Contract, other than a delay in payment for work already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, civil unrest, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Contract. Upon the occurrence of a Force Majeure Event, Consultant shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate Consultant for any increase in the time or costs necessary to perform the work under this Agreement. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent Consultant's performance of the work for more than thirty (30) days, then Consultant shall be entitled to terminate this Contract without breach. In case of such termination, Consultant shall be entitled to compensation for those work performed as of the date of termination.

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

WITNESS/DATES OF SIGNATURE:

Date: _____

Date: _____

Date: _____

City of Novi ("Client"):

By: _____
Robert J. Gatt, Its Mayor

By: _____
Cortney Hanson, Its Clerk

By: _____
Michael T. DeVries, PE, Its Vice President,
AECOM-Great Lakes

**SCHEDULE A
SCOPE OF WORK
FEES**

SCHEDULE A

Scope of Work

1. Site Plan review for traffic compliance with all City codes, Zoning Ordinance, Master Plan for Land Use, Thoroughfare plans, Non-Motorized Master Plan, Design and Construction Standards, quality development expectations, practicality, and functional excellence.
 - a. Traffic Engineering review reports include approximately 100 independent site plans, for preliminary and final site plan reviews annually. The reports address geometrics, driveway spacing, traffic control signs, trip generation and impact, improvements to existing access, pedestrian access, bicycle facilities, circulation and parking, and other site related traffic concerns.
 - b. Advise applicants on the standards and requirements for traffic impact studies (Abbreviated traffic impact assessment, Full traffic impact study), and shared parking proposals, and provide a review and evaluation of those documents for the City, totaling approximately 6/year.
 - c. Review of rezoning proposals (approximately 6/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 50 per year, with each site typically requiring two inspections before approval).
3. Attendance at the quarterly meetings of the Novi Traffic Safety Committee.
4. Provide court testimony for ordinance enforcement, litigation, etc.
5. Assist the City Engineer with traffic engineering related tasks including but not necessary limited to the following types of studies (including 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 City Engineer

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.

CITY OF NOVI
SCHEDULE A - FEES

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)

Proposed Fee Schedule	
	Preliminary Site Plan
Traffic	\$300
	Final Site Plan
Traffic	\$300

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

Proposed Fee Schedule			
	5 Acres or less	5.1 - 20 Acres	Greater than 20 Acres
	Preliminary Site Plan		
Traffic	\$700	\$700 + \$24/acre over 5 acres	\$925 + \$18/acre over 20 acres
	Final Site Plan		
Traffic	\$425	\$425 + \$24/acre over 5 acres	\$700 + \$18/acre over 20 acres

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

Proposed Fee Schedule			
	20 Units or less	21 -50 Units	Greater than 50 Units
	Preliminary Site Plan		
Traffic	\$700	\$700 + \$10/unit over 20 units	\$925 + \$7/unit over 50 units
	Final Site Plan		
Traffic	\$525	\$525 + \$10/unit over 20 units	\$775 + \$7/unit over 50 units

SUBDIVISION REVIEW

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

Proposed Fee Schedule			
	20 Lots or less	21 - 50 Lots	Greater than 50 Lots
	Tentative Preliminary Plat		
Traffic	\$700	\$700 + \$9/lot over 20 lots	\$925 + \$6/lot over 50 lots
	Final Preliminary Plat		
Traffic	\$325	\$325 + \$9/lot over 20 lots	\$525 + \$6/lot over 50 lots
	Subdivision Engineering		
Traffic	\$575	\$575 + \$9/lot over 20 lots	\$825 + \$2/lot over 50 lots
	Final Plat		
Traffic	\$300	\$300	\$400

SUBDIVISION REVIEW CONTINUED

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

Concept Plan	
Proposed Fee	
Traffic	\$475 + \$5/lot or unit (maximum \$1500)
Traffic	Non-Residential \$400 + \$5/acre (maximum \$1500)

Concept Plan and PRO/SDO Applications	
Proposed Fee	
Traffic	\$475 + \$5/lot or unit (maximum \$1500)
Traffic	Non-Residential \$400 + \$5/acre (maximum \$1500)

OTHER REVIEW FEES

RUD Plan Review (Fee is based on area plan acreage)			
Proposed Fee			
Traffic	25 Acres or Less	Greater than 25 Acres	
	\$650	\$650 + \$7/acre over 25 acres	
Phasing Plan Review (Fee is based on phases)			
Proposed Fee			
Traffic	5 Phases or Less	6 -15 Phases	Greater than 15 Phases
	\$400	\$575	\$700
Planned Development Options (Fee is based on acreage)			
Proposed Fee			
Traffic	50 Acres or Less	Greater than 50 Acres	
	\$250	\$250	
Traffic Study Review			
Proposed Fee			
Pre-submittal mtg to scope traffic study	\$500		
Abbreviated Impact Assessment	25 Acres or Less	Greater than 25 Acres	
	\$650		
Full Impact Study	\$1,500	\$1500 + \$10/acre over 25 acres (\$2,500 maximum)	
Combined Preliminary & Final Site Plan Review			
Proposed Fee			
Traffic	70% of full rate for Preliminary and Final Review		
Expedited Review Fee			
Proposed Fee			
Traffic	\$100 if review requested to be due to city in fewer than 14 days from receipt		

ADDITIONAL REVIEW / INSPECTION FEES

Rezoning Review		
Proposed Fee		
Traffic Review (All Land Use Districts)	\$400	
Proposed Fee		
	25 Acres or Less	Greater than 25 Acres
Shared Parking Study Review	\$575	\$700

Proposed Fee			
5 Acres or Less			
5.1 - 20 Acres			
Greater than 20 acres			
Traffic Control Signs & Markings	\$550	\$650	\$650 + \$8/acre over 20 acres

Expedited Inspection Fee (less than 5 days)	
Proposed Fee	
Traffic	\$100 if inspection requested to be completed in fewer than 5 days

Traffic Engineering Studies and Reports	
Proposed Fee	
Hourly Fee	\$100
Rate for attending meetings	\$150

*includes departmental, Planning Commission, City Council, Traffic Safety Committee, public meetings, hearings, homeowner association, etc.

TRAFFIC ENGINEERING SERVICES FOR DPW	
Proposed Fee	
Review of Intersection for Stop/Yield (includes report)	\$700

Include Hourly Rate Sheet based on Levels of Employment

We acknowledge receipt of the following Addendums: _____

Comments:

Company Name: AECOM Great Lakes, Inc.
 Address: 27777 Franklin Road, Suite 2150
 City, State, Zip: Southfield, MI 48034
 Phone: (248) 227-0543 Fax: _____
 Agents Name: Matt Klawon
 Agents Signature: _____
 Date: _____

Proposed Hourly Labor Rates for other Tasks in Paragraph B	
Classification	Hourly Rates
Principal	\$220
Project Manager	\$194
Lead Engineer	\$190
Senior Engineer	\$155
Engineer	\$103
Junior Engineer	\$88
Senior Transportation Planner	\$160
Transportation Planner	\$135
Junior Transportation Planner	\$90
Senior Technician	\$105
Technician	\$85
Construction Inspector	\$105
Field Technician	\$85
Administration/Clerical	\$75

Notes:

- Ad-hoc requests to complete reviews and provide comments on plans and studies prepared by City staff or other consultants will be completed using the rates herein.
- Traffic engineering studies and reports will be completed through approved purchase orders developed using the proposed hourly rate and will be a lump sum.

SCHEDULE B
INSURANCE REQUIREMENTS
(TO BE ATTACHED)



**CITY OF NOVI
INSURANCE REQUIREMENTS
SCHEDULE B**

1. The Consultant 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 limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Consultant 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 of **\$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 bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
 - d. The Consultant shall provide proof of **Professional Liability** coverage in the amount of not less than **\$1,000,000** (One Million Dollars) on a per claim/aggregate.
2. All policies shall name the Consultant as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, consultant 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 Consultant 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 Consultant will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Consultant'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 Consultant shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Consultant.
7. The provisions requiring the Consultant to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Consultant under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

**LETTER OF TEMPORARY
CONTRACT EXTENSION**



AECOM
27777 Franklin Road
Southfield
MI, 48034
USA
aecom.com

February 02, 2022

Barbara McBeth
City Planner
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375

Dear Ms. McBeth,

This letter serves as an acknowledgment from AECOM Great Lakes, Inc. (formerly referred to as URS Corporation Great Lakes, Inc.) to mutually extend the existing contract between the City of Novi and URS Corporation Great Lakes, Inc. (currently referred to as AECOM Great Lakes, Inc.) for On-Demand Traffic Engineering Consulting Services for approximately two additional months. The extension will allow the City of Novi sufficient time to formally approve AECOM Great Lakes, Inc. as the consultant that has been selected for the Traffic Engineering Consultant Services contract for the 2022 - 2024 (plus two additional option years) time period. This amendment of the contract, originally entered into on February 5, 2018 and currently scheduled to end on April 1, 2022, revises the contract end date to be June 1, 2022.

AECOM Great Lakes, Inc. shall continue to perform work, duties and responsibilities under the existing terms and conditions. The existing price schedule shall be maintained through the extension, as indicated in the Rate Sheet for Professional Services and Schedule A.

We look forward to continuing the relationship with the City through execution of these services under the contract extension.

Yours sincerely,

AECOM Great Lakes, Inc.

Matthew G. Klawon
Authorized Signatory

Saumil Shah, PMP
Project Manager