cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item C February 5, 2018

SUBJECT: Approval to award a two-year Traffic Engineering Consulting Services Contract to AECOM (with the option for an additional two, one-year renewals) and adoption of the revised fee schedule, effective April 2, 2018.

SUBMITTING DEPARTMENT: Community Development Department – Planning

Department of Public Services - Engineering

CITY MANAGER APPROVAL:

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 (George Melistas) by performing traffic studies and assisting with grant applications.

Qualifications

The RFQ was advertised publicly in October 2017 and the City received three responses. The qualification packages were reviewed using Qualifications-Based Selection and scored based on five factors:

- Firm's current resource capability to perform required services in a timely and complete basis
- Evaluation of approach, schedule, and assigned personnel
- Budget, cost controls experience and results on previous 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 Aaron Staup, Rick Meader, Sri Komaragiri, George Melistas, and Barbara McBeth. Based on the results of the staff evaluations, one firm, AECOM was selected as most qualified and the fee proposal for that firm was opened.

<u>Fees</u>

The current fees have not been increased since 2014. The proposed fees show a minimal increase in some of the fees as indicated in the attached fee schedule.

The pass-through Traffic Engineering costs for typical site plan review developments is projected to increase from about 5 to 10 percent, depending on the type and size of the project. The proposed hourly rate for preparing Traffic Engineering Studies and Reports, and for attendance at meetings is proposed to increase by about 5 percent, and 12 percent, respectively, from the current fee structure. The Engineering Division budgets approximately \$30,000 annually for the as-needed hourly work for traffic engineering studies and reports. The Community Development Department budgets approximately \$8000 annually for as-needed meetings with the traffic consultant. Additional work is expected by the City's Traffic Consultant this year for assistance with traffic studies in the Novi Road and Grand River Avenue area, and can be provided under the budget adjustment recently approved.

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

	FY 14-15	FY 15-16	FY 16-17
Traffic Plan Review (developer-paid fees)	15,049.20	34,380.90	53,482.82
Traffic – outside services (city-paid fees)	2,117.50	11,402.50	6,710.00
Traffic engineering studies and reports	7,106.90	29,706.40	7,852.50
	24,273.60	75,489.80	68,045.32

Staff Recommendation

After reviewing the qualification packages, and reviewing the fee proposal from that firm, 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 132 traffic engineers and technicians in Michigan (of which 12 are in local offices and available to assist with Novi's projects). Over the last three 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 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 are competitive for development related work representing less than a 10% increase in developer/applicant paid fees (as compared to the fees in place since 2014).
- The fees proposed by AECOM for work paid directly by the City represents a 5% increase in hourly costs for traffic engineering studies, a nominal increase over the fees that have been in place since 2014.

If approved by the City Council, the attached contract would be effective April 2, 2018, and run for a period of two years, with the option for two additional one-year renewals at the end of that timeframe.

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) and adoption of the revised fee schedule, effective April 2, 2018.

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	se address is
45175 Ten Mile Road, Novi Michigan, 48375 (hereinafter referred to as "Clien	t"), and
, whose address is:	(hereinafter
referred to as "Consultant").	

THE CLIENT AND CONSULTANT AGREE AS FOLLOWS:

<u>Article I.</u> 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.

<u>Article II.</u> 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.

<u>Article III.</u> 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 fourteen (14) 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. Repeated instances of late delivery of a project plan review may result in Client seeking early termination of this Contract for cause. 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 unusually 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 review.

- 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. 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 the 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 first 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.

<u>Article V:</u> 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 subcontracted 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 claims, demands, suits, losses and settlements, including actual and reasonable attorney fees incurred and 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 to the extent 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 first 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 represents 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. <u>Entire Agreement</u>. 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. <u>Compliance with Laws</u>. 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. <u>Governing Law</u>. This Contract shall be governed by the laws of the State of Michigan.
- D. <u>Assignment</u>. 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. <u>Disclosure</u>. 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. <u>Nondiscrimination</u>. 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. <u>Approval; No Release.</u> 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. <u>Third Parties</u>. 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. <u>Notices</u>. 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>:

- J. <u>Changes</u>. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.
- K. <u>Waivers</u>. 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. <u>Jurisdiction and Venue of Contract</u>. 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. <u>Conflict</u>. 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:	
	— Ву:
Date:	Cortney Hanson, Its Clerk
WITNESS:	
Data	("Consultant"):
Date:	 By:
	, Its



CITY OF NOVI INSURANCE REQUIREMENTS ATTACHMENT A

- 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 minimum 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 not less than \$1,000,000 (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of \$1,000,000 (One Million Dollars) each person and \$1,000,000 (One Million Dollars) each occurrence and minimum property damage limits of \$1,000,000 (One Million Dollars) each occurrence.
 - d. The 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, with the exception of Professional Liability.

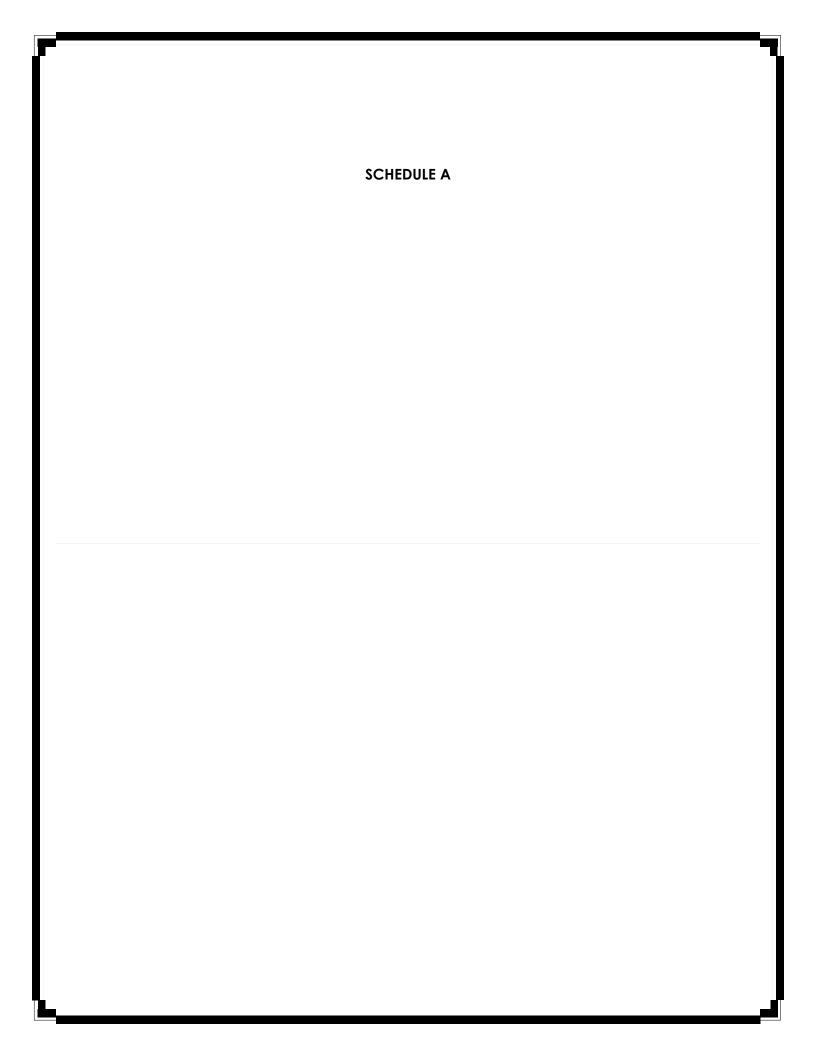
- 4. The Consultant shall be responsible for payment of all deductibles contained in any insurance required hereunder.
- 5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Consultant 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.

ADDITIONAL

REQUIREMENTS HOLD

HARMLESS/INDEMNITY

- 1. The Consultant 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 reasonable attorney fees) to the extent 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 arising from the operations of the Contractor and to the extent 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 personal property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such personal 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.



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	\$250.00	\$275
	Final Site Plan	Final Site Plan
Traffic	\$250.00	\$275

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

		Current Fee Schedule		STATISTICS.	Proposed Fee Schedule	AND THE RESERVE OF THE PARTY OF
	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	(In
Traffic	\$600	\$600 + \$20/acre over 5 acres	\$800 + \$15/acre over 20 acres	\$650	\$650 + \$22/acre over 5 acres	\$850 +\$16/acre over 20 acres
		Final Site Plan				
Traffic	\$350	\$350 + \$20/acre over 5 acres	\$600 + \$15/acre over 20 acres	\$375	\$375 + \$22/acre over 5 acres	\$650 + \$16/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	\$600	\$600 + \$8/unit over 20 units	\$800 + \$5/unit over 50 units	\$650	\$650 +\$9/unit over 20 units	\$850 + \$6/unit over 50 units
		Final Site Plan			Final Site Plan	
Traffic	\$450	\$450 + \$8/unit over 20 units	\$650 + \$5/unit over 50 units	\$475	\$475 + \$9/unit over 20 units	\$700 + \$6/unit over 50 units

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
	Т	entative Preliminary Plat		Tentative Preliminary Plat	71	
Traffic	\$600	\$600 + \$8/lot over 20 lots	\$800 + \$5/lot over 50 lots	\$650	\$650 + \$9/lot over 20 lots	\$850 + \$6/lot over 50 lots
	Final Preliminary Plat				Final Preliminary Plat	
Traffic	\$275	\$275 + \$8/lot over 20 lots	\$450 + \$5/lot over 50 lots	\$300	\$300 + \$9/lot over 20 lots	\$475 + \$6/lot over 50 lots
		Subdivision Engineering			Subdivision Engineering	
Traffic	\$500	\$500 + \$8/lot over 20 lots	\$700 + \$2/lot over 50 lots	\$525	\$525 + \$9/lot over 20 lots	\$750 + \$2/lot over 50 lots
	Final Plat				Final Plat	
Traffic	\$250	\$250	\$350	\$275	\$275	\$375

	Concept Plan	
	Current Fee	Proposed Fee
Traffic	\$400 + \$3/lot or unit (maximum \$1200)	\$425 + \$4/lot or unit (maximum \$1,200)
Traffic	Non-Residential \$330 + \$3/acre (maximum \$1200)	Non-Residential \$350 + \$4/acre (maximum \$1,200)

Concept Plan and PRO/SDO Applications					
	Current Fee	Proposed Fee			
Traffic	\$400 + \$3/lot or unit (maximum \$1200)	\$425 + \$4/lot or unit (maximum \$1,200)			
Traffic	Non-Residential \$330 + \$3/acre (maximum \$1200)	Non-Residential \$350 + \$4/acre (maximum \$1,200)			

OTHER REVIEW FEES

	R	UD Plan Review (Fee is based on	area plan acreage)			1
		urrent Fee		Prope	osed Fee	
	25 Acres or Less	Greater than 25 Acres		25 Acres or Less	Greater than 25 Acres	
Traffic	\$550	\$550 + \$5/acre over 25 acres		\$600	\$600 +\$6/acre over 25 acres	
Phas	sing Plan Review (Fee i	is based on phases)		Phasing	Plan Review (Fee is based of	on phases)
	Cı	urrent Fee			Proposed Fee	
Traffic	5 Phases or Less	6 - 15 Phases	Greater than 15 Phases	5 Phases or Less	6 -15 Phases	Greater than 15 Phases
Trainc	\$325	\$500	\$600	\$350	\$525	\$650
Planned [Development Options (Fee is based on acreage)		Planned Development Options	(Fee is based on acreage)	*
T#:-	50 Acres or Less	Greater than 50 Acres		50 Acres or Less	Greater than 50 Acres	1
Traffic -	\$200	\$200		\$225	\$225	1
	Traffic Study F	Review		Traffic St	udy Review	1
	Cı	urrent Fee		Prope	osed Fee	
Pre-submittal mtg to scope traffic study		\$300			325	
Abbreviated	25 Acres or Less	Greater than 25 Acres		25 Acres or Less	Greater than 25 Acres	
Impact Assessment		\$550			6600	
Full Impact Study	\$900	\$900 + \$7/acre over 25 acres (\$2,000 maximum)		\$950	\$950 + \$8/acre over 25 acres (\$2,000 maximum)	

ADDITIONAL REVIEW / INSPECTION FEES

	Cur	rent Fee		Propo	osed Fee	
77	Rezoning Revi	iew	1	Rezonii	ng Review]
Traffic Review (All Land Use Districts)	3	\$325		\$	3350	
	Cur	rent Fee		Propo	osed Fee	
	25 Acres or Less	Greater than 25 Acres	7	25 Acres or Less	Greater than 25 Acres	1
Shared Parking Study Review	\$500 \$600		\$525 \$650			
		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	\$400	\$500	\$500 + \$7/acre over 20 acres	\$500	\$600	\$600 + \$7/acre over 20 acres

TRAFFIC ENG	GINEERING SERVICES FOR DPS	
	Current Fee	
Review of Intersection for Stop/Yield (includes report)	\$600	

Proposed Fee	
\$650	

	Inc	lude	Hou	rly	Rate	Sheet	based	on	Levels	of	Empl	oyment	
--	-----	------	-----	-----	------	-------	-------	----	--------	----	------	--------	--

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

Company Name:	AEC	OM Great Lakes, Inc.	
Address:	27777 F	ranklin Road, Suite 2000	
City, State, Zip:	So	outhfield, MI 48034	
	Phone: 248-204-5900	Fax: 248-204-5901	
Agents Name:		Sean Kelsch, PE	
Agents Signature:	The Le	LNA	
Date:	11/16/2017		

SCHEDULE A 4

Proposed Labor Rate Table				
Classification*	Hourly Rate			
Principal	\$190			
Project Manager Project Manager	\$160			
Senior Engineer	\$135			
Engineer	\$95			
Junior Engineer	\$75			
Transportation Planner	\$120			
Junior Transportation Planner	\$70			
Senior Technician Senior Technician	\$85			
Technician	\$70			
Construction Inspector	\$85			
Field Technician	\$50			
Administration/Clerical	\$70			

Hourly Fee for Traffic Engineering Studies and Reports**	\$90 per hour
Rate for attending meetings (including departmental, Planning Commission, City Council, Novi Traffic Safety Committee, public meetings, hearings, homeowner association, etc.)	\$125 per hour
Combined Preliminary and Final Site Plan Review	70% of Full Rate for Prelim and Final Review
Expedited Review Fee	\$75 if review requested to be due to the City in fewer than 14 days from receipt
Expedited Inspection Fee (less than 5 days)	\$100 if inspection requested to be completed in fewer than 5 days

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 tump sum.

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 100 site plan review requests submitted to the department in 2016.
 - a. Traffic Engineering review reports included approximately 100 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 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 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
- 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.