

cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item C
July 11, 2011

SUBJECT: Approval of recommendation from Consultant Review Committee to award a two-year Traffic Engineering Consulting Services Contract to Birchler Arroyo (with option for a one-year renewal) and adoption of revised fee schedule.

SUBMITTING DEPARTMENT: Community Development Department - Planning *Paul*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

A Request for Proposals (RFP) was issued to seek the services of an independent firm to provide traffic engineering consulting services for the City of Novi. The Traffic Engineering Consultant provides site plan and traffic study evaluation and advisement services to the City Council, Planning Commission, the Community Development Department and the Department of Public Services. Traffic sign inspection services are also included in the RFP.

The scope of work for the consultant includes reviewing site plans for traffic compliance with all City codes, Master Plan for Land Use, thoroughfare plans, as well as quality development expectations, practicality, and functional excellence. Also included is the review of traffic impact studies and rezoning proposals (each rezoning request requires either an abbreviated or full traffic study). The consultant acts as a resource for the Plan Review Center Engineering Division and provides assistance at meetings, as needed.

Seven firms submitted proposals: Birchler Arroyo; Fishbeck, Thompson, Carr and Huber; Iteris; Orchard Hiltz, McCliment (OHM); Opus; Rowe; and Wilcox. The proposals were reviewed by a staff team for five quality-based factors:

- *Firm's Resource Capacity to Perform;*
- *Evaluation of Approach, Schedule and Assigned Personnel;*
- *Budget, Cost Controls Experience and Results on Previous Projects;*
- *Ability to Relate to Requirements, and*
- *Analysis of Subjective Statements.*

The reviewing team included members from Community Development, Finance and the Department of Public Services: Brian Coburn, Nathan Bouvy, Kristen Kapelanski, and Barbara McBeth. Sue Morianti provided assistance throughout the process.

Based on the results of the staff evaluations, three firms were selected for opening of fee proposals, based on the high scores in the QBS approach: Birchler Arroyo, OHM and Iteris.

Traffic Engineering fees have not increased for reviews, inspections or hourly rates for three years. Due to the number and complexity of services required of the traffic engineering consultant, a "fill-able fee template" was included with the RFP, which includes current fees for various services. Bids of the top three firms were opened for review and the bids were evaluated by the staff team. For each firm, some fees remained the same, some fees increased over the current amount, and in a few cases, fees decreased. Overall, all three firms fees showed an increase from the previous contract.

The Consultant Review Committee (Members Gatt, Staudt and Fischer) met on June 6, 2011 to review the proposals, firm qualifications and fee proposals. The Committee noted that Birchler Arroyo's fees were competitive, but several concerns were raised and staff was asked to follow up. In answering the concerns, Birchler Arroyo offered to reduce the proposed fees in some of the more common services, both in pass-through costs and direct costs to the city.

The Consultant Review Committee met again on June 20, 2011 and unanimously voted to recommend Birchler Arroyo with the revised fee schedule as presented at the meeting.

Please see attached form detailing the fees for services typically requested. Some highlights from the fee changes include the following pass-through costs:

	Increases from previous contract (per review)	Decreases from previous contract (per review)
Commercial site plan review	\$0-\$50	
Multiple Family site plan review	\$0-\$160	
Subdivision and Plat Review	\$0-\$80	
Rezoning	\$100	
Phasing Plan and Planned Development Option		\$10-\$150
Shared parking		\$25

Many of the other fees remained the same. Additionally, the costs incurred by the City (which include the hourly rate for consultants to attend meetings) remained at the same as provided for the last three years. The evening meeting rate was dropped considerably from \$600 per meeting, to the actual hourly rate of the consultant attending (2 hours minimum).

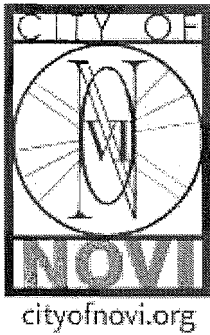
If approved by the City Council, the attached agreement would be effective within 60 days and run for a period of two years, with an option for a one year extension at the end of that timeframe.

RECOMMENDED ACTION: Approval of recommendation from Consultant Review Committee to award a two-year Traffic Engineering Consulting Services Contract to Birchler Arroyo (with option for a one-year renewal) and adoption of revised fee schedule.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Fischer				
Council Member Margolis				

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

MEMORANDUM



TO: Victor Cardenas, Assistant City Manager
FROM: Barbara McBeth, AICP, Community Development
SUBJECT: Traffic Engineering Services Contract
DATE: June 1, 2011

A Request for Proposals (RFP) 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 provide site plan and traffic study evaluation and advisement services to the City Council, Planning Commission, the Community Development Department and the Department of Public Services. Traffic sign inspection services are also included in the RFP.

The scope of work for the consultant includes reviewing Site Plans for traffic compliance with all City codes, Master Plan for Land Use, Thoroughfare plans, as well as quality development expectations, practicality, and functional excellence. Additionally, there is the review of traffic impact studies and rezoning proposals (each rezoning request requires either an abbreviated or full traffic study). The consultant also acts as a resource for the Plan Review Center and provides assistance at meetings, as needed.

Seven firms submitted proposals. The proposals were reviewed by a staff team for five quality-based factors: *Firm's Resource Capacity to Perform; Evaluation of Approach, Schedule and Assigned Personnel; Budget, Cost Controls Experience and Results on Previous Projects; Ability to Relate to Requirements, and Analysis of Subjective Statements*. The staff team included members from Community Development, Finance and the Department of Public Services. Representatives included Brian Coburn, Nathan Bouvy, Kristen Kapelanski, and Barbara McBeth. Sue Morianti provided assistance throughout the process. Based on the results of the staff evaluations, three firms were selected for opening of the fee proposals, based on the high scores in the QBS approach (ranked highest to lowest here):

	Birchler Arroyo	OHM	Iteris	FTCH	Opus	Rowe	Wilcox
Evaluator 1	580	685 *	415	470	240	310	100
Evaluator 2	460	560	545	600 *	290	145	200
Evaluator 3	655*	475	500	385	485	185	115
Evaluator 4	700*	395	535	390	440	120	220
TOTAL	2395	2115	1995	1845	1455	760	635

Summary of Rating Results:

Birchler Arroyo scored the highest among the 7 proposals, based on their extensive experience with traffic engineering plan review, traffic impact assessments and inspection services, as evidenced not only by the prior experience in Novi, but in other communities as well. The qualifications of the personnel at Birchler Arroyo is outstanding, as indicated by education and experience of principal members.

Birchler Arroyo has assisted Novi as a consultant since 2008 with traffic engineering reviews and previously worked with the City of Novi throughout the 1990s until 2005. Birchler Arroyo is very familiar with Novi's procedures, ordinances and requirements.

OHM ranked the second highest among the reviewers. OHM had previously provided traffic engineering services to the City of Novi from about 2005-2008. OHM has a number of qualified staff and has demonstrated knowledge of the City of Novi and its practices and ordinances, as indicated in the submitted response to the RFP.

Iteris ranked the third highest among the reviewers. The principal at the firm has worked with the City of Troy for a number of years and has worked on projects similar to projects that have recently been reviewed in the City of Novi. Iteris is located in Troy.

Summary of Sample Review letters

As a part of the RFP, consultants were asked to provide examples of review letters that would be applicable to site plan review and/or rezoning requests. Representative letters are attached providing examples of "large" development projects – two examples are proposed projects in Novi and one is in the City of Troy. The following provides a brief analysis (see attached excerpts highlighted).

Birchler Arroyo's review of the Weiss Mixed Use Development/PRO Concept Plan with rezoning provides a clear and thorough analysis, starting with a Recommendation, then providing description and commentary on the *Project Description, Traffic Study, Trip Generation, Vehicular Access Location, Vehicular Access Improvements, Driveway Design and Control, Pedestrian Access and Parking and Circulation*.

Birchler Arroyo's letters typically provide a comprehensive view of many transportation plan concerns, including parking and circulation, pedestrian access, recommendations on the number and locations of driveways, while also providing the detailed comments regarding sign requirements, measurement corrections, and other technical matters.

OHM's review of St. Catherine of Siena and Nicoleena Estates Concept Plan with rezoning and traffic study also provides a clear breakdown of the elements of its analysis. OHM's sample letter provides a *Recommendation*, then *Development Background, Roadway Network*, and includes a number of *Site Plan Corrections* with the most amount of detail provided for *driveway geometry and ADA compliance*.

OHM's letters have typically provided very detailed commentary on technical traffic engineering details, including precise measurements, signage requirements and ADA standards, but do not provide as many suggested solutions to very specific site problems, or provide as comprehensive an overview as Birchler Arroyo's letters.

The review information from **Iteris** is much more narrative in nature, and doesn't provide different sections or highlight concerns for quick reading, but provides a description of the city's requirements, references appropriate terminology and methodology, highlights the problem and recommends a solution. A true review letter was not provided in this situation, but we assume that the narrative provided could be reworked into a review letter similar in format to those that the City of Novi typically expects.

Fees

Fees have not increased for reviews, inspections or hourly rates for three years. Due to the number and complexity of services required of the traffic engineering consultant, a "fill-able fee template" was included with the RFP, which includes current fees for various services. Bids of the top three firms were opened for review and the bids were evaluated by the staff team. For each firm, some fees remained the same, some fees increased over the current amount, and in a few cases, fees decreased.

To demonstrate the difference in fees for the top three firms, and to look at fees associated with common projects in the City of Novi, the following chart is provided for a theoretical, straight-forward, small-size commercial site plan and assuming that no revised reviews would be needed:

	Current Fee	Birchler Arroyo	OHM	Iteris
Pre-App	\$0	\$0	\$0	\$0
Preliminary Site Plan	\$500	\$550	\$580	\$500
Final Site Plan	\$300	\$400	\$330	\$300
Traffic Sign Inspection	\$375	\$375	\$375	\$650 +/- (estimated \$425 + travel time and millage from Troy)
Total % increase	\$1175	\$1325 (+12.7%)	\$1285 (+9.4%)	\$1450 (+23.4%)

The following chart is provided for a comparison of fees for a rezoning request with a Planned Rezoning Overlay, including a Concept Plan and a Full Traffic Impact Study:

	Current Fee	Birchler Arroyo	OHM	Iteris
Pre-App	\$0	\$0	\$0	\$0
Concept Plan	\$330	\$330	\$350	\$330
Rezoning Review	\$200	\$300	\$250	\$200
Full Traffic Impact Study	\$850	\$850	\$950	\$1000
Total % increase	\$1380	\$1480 (+7.2%)	\$1550 (+12.3%)	\$1530 (+10.9%)

Please note, 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 of Novi with the hourly rate of the main contact. This provides a comparison of fees paid by the City (not pass-through costs to the applicant or developer):

	Current Fee	Birchler Arroyo	OHM	Iteris
Hourly rate	\$119/hour	\$119/hour	\$145/hour	\$171.46
% increase		(+0%)	(+21.8%)	(+44.1%)

Staff recommendation

Staff recommends offering the contract to **Birchler Arroyo for a two-year contract, with an additional one-year option at the end of that timeframe** for the following reasons:

- Birchler Arroyo's reviews provide for easier reading/understanding by lay-people (such as the Planning Commission members and the public) by using an easy-to-follow question/answer format for each subsection. The use of bold lettering to highlight the concerns allows the applicant to clearly understand the concerns presented and what must be addressed before favorable consideration can be offered. Birchler Arroyo's review letters also "pull out" key facts from the traffic impact studies and place those in the review letters for easy reference by the staff, Planning Commission and the public. Most importantly, there are repeated instances in the letters where a problem is identified, and at least one solution is offered by Birchler Arroyo to address the problem.
- The fees presented by Birchler Arroyo are competitive with those offered by the other two firms, and there has been no increase in fees for the last three years.
- Staff has been pleased with the level of service for traffic engineering plan reviews, attendance at meetings and inspection services, and notes that Birchler Arroyo has been willing to adjust timeframes and special requests of staff as determined necessary.

Please feel free to contact me if there are any questions.

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract"), dated July _____, 2011 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 **Birchler Arroyo Associates, Inc.** whose address is: 28021 Southfield Road, Lathrup Village, MI 48076 (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. Services on each phase after the first phase shall commence only after Client's authorization to proceed. Out-of-sequence services (i.e., commencement of work on a future phase, before completion of a prior phase), if requested and ultimately not accepted by Client as part of the overall project, shall be compensated as Additional Services.

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 Client (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 Client 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 a delay in required response(s) by other consultants or City employees, 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 Client 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.

- 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 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. Consultant's professional liability insurance shall cover claim if and to the extent that the insured causes damage to others in the rendering of its professional services. Consultant shall give the Client immediate notice of any change in or cancellation of the coverage in place at the time this agreement is executed, shall provide a copy of any cancellation notice received from its insurer to the Client, and shall request that its insurer send such notice of cancellation to the Client. Consultant shall provide evidence of insurance coverage as set forth herein coverage at any time requested by the Client.

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.

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, 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 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. *Dispute Resolution/Arbitration.* The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.

- F. 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 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.
- G. 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 Clay J. Pearson and City Clerk Maryanne Cornelius
Consultant: Rod Arroyo, Vice-President
- H. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.
- I. 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.
- J. 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.
- K. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

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

WITNESS:

City of Novi ("Client"):

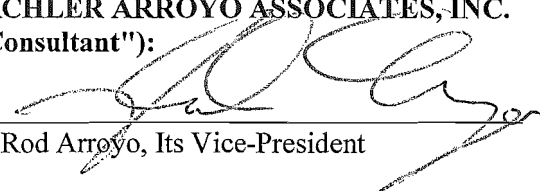
By: _____
 David B. Landry, Its Mayor

By: _____
 Maryanne Cornelius, Its Clerk

WITNESS:

BIRCHLER ARROYO ASSOCIATES, INC.
("Consultant"):

Burhan M. Chana

By: 
 Rod Arroyo, Its Vice-President

1066266

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)

Proposed Fee Schedule	
Preliminary Site Plan	
Traffic	\$200.00
Final Site Plan	
Traffic	\$200.00

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	\$550	\$550 + \$15/acre over 5 acres	\$775 + \$15/acre over 20 acres
Final Site Plan			
Traffic	\$350	\$350 + \$15/acre over 5 acres	\$575 + \$15/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	\$575	\$575 + \$6/unit over 20 units	\$775 + \$4/unit over 50 units
Final Site Plan			
Traffic	\$450	\$450 + \$6/units over 20 units	\$630 + \$3.50/units 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	\$575	\$575 + \$7/lot over 20 lots	\$785 + \$4/lot over 20 lots
Final Preliminary Plat			
Traffic	\$270	\$270 + \$5/lot over 20 lots	\$420 + \$4/lot over 20 lots
Subdivision Engineering			
Traffic	\$475	\$475 + \$6/lot over 20 lots	\$655 + \$2/lot over 20 lots
Final Plat			
Traffic	\$200	\$200	\$300

SCHEDULE A
 1 OF 6

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

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

Concept Plan and PRO/SDO Applications	
	Proposed Fee
Traffic	\$330 + \$2/lot res or +\$8/ac non-res (\$1K max)

OTHER REVIEW FEES

RUD Plan Review (Fee is based on area plan acreage)

	Proposed Fee	
	25 Acres or Less	Greater than 25 Acres
Traffic	\$500	\$500 + \$3/acre over 70 acres

Phasing Plan Review (Fee is based on phases)

	Proposed Fee		
	5 Phases or Less	6 - 15 Phases	Greater than 15 Phases
Traffic	\$290	\$450	\$600

Planned Development Options (Fee is based on acreage)

	Proposed Fee	
	50 Acres or Less	Greater than 50 Acres
Traffic	\$175	\$175

Traffic Study Review

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

ADDITIONAL REVIEW / INSPECTION FEES

Rezoning Review

	Proposed Fee	
	25 Acres or Less	Greater than 25 Acres
Traffic Review (All Land Use Districts)	\$300	
Shared Parking Study Review	\$475	\$575

Traffic Control Signs & Markings

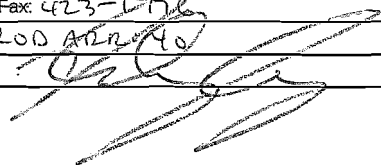
	Proposed Fee		
	5 Acres or Less	5.1 - 20 Acres	Greater than 20 acres
Traffic Control Signs & Markings	\$375	\$500	\$500 + \$5/acre over 20 acres

SCHEDULE A
2 of 6

Are any revision reviews covered by initial review at any level? Please indicate within or by each category of fees. (Currently, 70% of original review fee is collected for each subsequent submittal).

Include Hourly Rate Sheet based on Levels of Employment
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: Birchler Arroyo Associates, Inc
Address: 28021 SOUTHFIELD RD
City: LANTANA State: MI Zip: 488076
Phone: 248 Fax: 423-6778
Agents Name: ROD ARROYO
Agents Signature: 
Date: 7/6/11

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SCHEDULE A

Fee Supplement

Birchler Arroyo Associates, Inc.

Hourly Rates by Staff Position	Standard Rate	Expert Testimony
Principal	\$119	\$175
Director of Traffic Engineering	114	155
Principal Associate	108	125
Senior Associate	104	120
Associate Planner	96	110
Staff Planner or Staff EIT	85	Does Not Apply
CADD Designer	80	Does Not Apply
GIS Specialist	80	Does Not Apply
Clerical	50	Does Not Apply
Drafting & GIS Data Input	50	Does Not Apply

For development and traffic impact study reviews, the approved flat fees shall include all customary expenses including one hardcopy and one pdf of the review letter, associated postage, and normal supplies. For work not covered by the development review fee schedule, the following expenses shall be reimbursable at the rates shown.

Miscellaneous Charges

Item	8 ½ X 11	11 X 17 or 8 ½ X 14
Photocopies (BW) – per copy	0.12	0.20
Color Copy (in house)	0.50	1.00
Color Copy (out source)	Cost	Cost
Manual Traffic Counts	\$40.00 per hour / person	
Color Plots (in house)	\$6.00 per square foot	
Blue Prints	0.25 per square foot	
All Other Expenses	At Cost	

Department Meetings (Daytime, lasting 2 hours or less) = \$200 / meeting

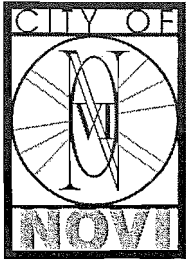
Department Meetings (Daytime, lasting longer than 2 hours) = Hourly rates apply

Evening Planning Commission or City Council Meeting = Hourly rates apply (2 hour minimum).

If preliminary and final site plan reviews are combined in one step with one review letter, the fee shall be the highest of the two review fees X 1.3. For example, if preliminary fee is \$550 and final fee is \$350, the combined fee will be \$715.



Rodney L. Arroyo, AICP - Vice President



cityofnovi.org

SCHEDULE A

CITY OF NOVI

CONSULTANT – TRAFFIC ENGINEERING REVIEW SERVICES

SPECIFICATIONS

- A. The Novi community and organization.** The City of Novi, MI (55,224 population, located in Oakland County, SE Michigan) seeks highly qualified firms to provide consultant traffic engineering review services.

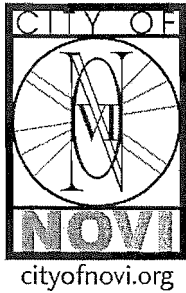
Novi is experiencing rapid and substantial growth and development with dynamic residential, commercial, and corporate activity. The City requires innovative site plan review, quality development, and environmental protections. The consultant traffic engineer will provide supporting professional traffic engineering services and the conservative use of City resources to the Community Development Department and Engineering Division.

- B. Scope of Work.** The following describes the duties and responsibilities of the traffic engineering consultant and should be the basis for your submitted proposal:

MAJOR ACCOUNTABILITIES

1. Site Plan review for traffic compliance with all City codes, Master Plan for Land Use, Thoroughfare plans, quality development expectations, practicality, and functional excellence. There were approximately fifty (50) site plan review requests submitted to the department in 2010.
 - a. Traffic Engineering reviews included approximately 13 independent site plans, most requiring both preliminary and final reviews.
 - b. Review of traffic impact studies (approximately 4/year).
 - c. Review of rezoning proposals (approximately 4/year). Each rezoning request requires either an abbreviated or full traffic study.
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.
3. Coordination with all other disciplines (e.g., engineering, planning, wetlands and woodland protections, City attorneys, etc.)
4. Provide court testimony for ordinance enforcement, litigation, etc.
5. Review of neighborhood traffic issues that are assigned on an as-needed basis (e.g., stop and yield sign requests, speed studies, etc.).
6. Attend public meetings, hearings, homeowner association meetings, etc. as directed and coordinated by the City of Novi.

- C. Background and Experience.** The submitted proposals are to provide the name of a lead contact who will be assigned to the City of Novi for coordination and accountability. Describe the background, education, and for the lead contact person and other key personnel to be assigned to Novi and provide professional engineer licenses and certification documentation.
- D. Fee for Services.** Provide, in a separate sealed envelope, a proposed compensation schedule to include:
- Flat fees for site plan reviews, traffic study reviews and rezoning reviews (Please use the attached fill-in fee form for most typical review fees).
 - Fees are to be effective for the two-year term of the agreement. Fees are open to review and negotiation by mutual agreement of the firm and the City.
 - The cost to provide all the services indicated in Paragraph B.
 - Proposals based on a retainer fee system will not be considered.
- E. Qualification Evaluation.** Qualifications will be evaluated independent of fee. Once the most qualified firm is identified, fees will be opened, terms will be negotiated and a recommendation made to the Consultant Review Committee. The Consultant Review Committee will review the staff's recommendation and make a recommendation to the City Council for award.
- In addition to the submittal requirements noted above, qualifications are to provide detailed examples of traffic reviews completed for these types of projects:** Traffic impact study, commercial development, plat review, and residential subdivision as site condominium.
- F. Term of Engagement.** The term of the agreement would be for two years, renewable up to one additional year, serving at the pleasure of the City of Novi with a 30-day cancellation option by either party.
- G. Disclosures.** Proposals shall indicate any existing or potential conflicts of interest with the City and other parties you represent. Detail current municipal contracts within Oakland, Genesee, Wayne, Washtenaw, Macomb and Livingston County. Proposals shall detail property and assets owned by the firm within the City of Novi and indicate any traffic engineering services provided for private developers in Novi or for Novi-based companies.
- H. Attachments and Addendum.** Attachments to this Request for Qualifications include a fill-in fee schedule.
- I. Insurance.** A certificate of insurance naming the City of Novi as an additional insured will be required by the successful bidder prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A must be on file with the City for the duration of the contract.



CITY OF NOVI SCHEDULE B

INSURANCE REQUIREMENTS

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
 - d. The Contractor 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 Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternatively, contractor may agree to provide notice of such cancelation or reduction.
3. **All policies shall name the City of Novi as additional insured.** Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 West 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.
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.

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

ADDITIONAL REQUIREMENTS
Indemnity/Hold Harmless

1. The Contractor agrees to save harmless and defend the City against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City may suffer as a result of claims, demands, costs, or judgments against it arising from, out of or in consequence of the performance of this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, its officers, agents or employees.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of Novi to safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used pursuant to the Contractor's performance under this Contract.
3. The Contractor 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 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.