

CONTRACT FOR PROFESSIONAL SERVICES
TRAFFIC ENGINEERING PLAN REVIEW SERVICES CONSULTANT

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract"), shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the **City of Novi**, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and **AECOM**, whose address is 39575 Lewis Drive, Suite 400 Novi, MI 48377, (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 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 on June 1, 2026 and end on June 1, 2029. 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 prices, terms, and conditions of the original contract. 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 twelve (12) days from the date of delivery to Consultant by the City (or by an applicant directly) of all materials necessary to complete a plan review assignment. For project plan reviews delivered on time, Consultant shall be entitled to 100% of the fee established for the review. On time delivery of reviews means delivery to the City employee responsible for coordination of a project on or before the due date. Late delivery of a project plan

review shall entitle the City to reduce the fee paid to Consultant by five (5%) percent for each day the review is not delivered on time not to exceed \$500 per day. At Consultant's request, in unusual circumstances in which delivery of the review on time is prevented by circumstances beyond Consultant's control, such as 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.

- 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, 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:

 Client: City Manager Victor Cardenas and City Clerk Cortney Hanson
 Consultant: Michael T. DeVries, PE, Vice President, AECOM
- 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. Anti-Discrimination. 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.

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: _____

WITNESS:

Date: _____

City of Novi ("Client"):

By: _____

Justin Fischer, Its Mayor

By: _____

Cortney Hanson, Its Clerk

("Consultant"):

By: Michael T. DeVries, PE, AECOM, Its
Vice President

SCHEDULE A

FEES

AND SCOPE OF WORK

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	\$350
	Final Site Plan
Traffic	\$350

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	\$800	\$800 + \$30/acre over 5 acres	\$1250 + \$20/acre over 20 acres
	Final Site Plan		
Traffic	\$500	\$500 + \$30/acre over 5 acres	\$950 + \$20/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	\$800	\$800 + \$12/unit over 20 units	\$1160 + \$10/unit over 50 units
	Final Site Plan		
Traffic	\$600	\$600 + \$12/unit over 20 units	\$960 + \$10/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	\$800	\$800 + \$10/lot over 20 lots	\$1100 + \$7/lot over 50 lots
	Final Preliminary Plat		
Traffic	\$400	\$400 + \$10/lot over 20 lots	\$700 + \$7/lot over 50 lots
	Subdivision Engineering		
Traffic	\$650	\$650 + \$10/lot over 20 lots	\$950 + \$3/lot over 50 lots
	Final Plat		
Traffic	\$400	\$450	\$500

SUBDIVISION REVIEW CONTINUED

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

Concept Plan	
	Proposed Fee
Traffic	\$550 + \$6/lot or unit (maximum \$1,800)
Traffic	Non-Residential \$500 + \$6/acre (maximum \$1,800)

Concept Plan and PRO/SDO Applications	
	Proposed Fee
Traffic	\$550 + \$6/lot or unit (maximum \$1,800)
Traffic	Non-Residential \$500 + \$6/acre (maximum \$1,800)

OTHER REVIEW FEES

RUD Plan Review (Fee is based on area plan acreage)				
Traffic	Proposed Fee			
	25 Acres or Less	Greater than 25 Acres		
	\$800	\$800 + \$9/acre over 25 acres		
Phasing Plan Review (Fee is based on phases)				
Traffic	Proposed Fee			
	5 Phases or Less	6 - 15 Phases	Greater than 15 Phases	
	\$500	\$650	\$800	
Planned Development Options (Fee is based on acreage)				
Traffic	Proposed Fee			
	50 Acres or Less	Greater than 50 Acres		
	\$300	\$300		
Traffic Study Review				
Traffic Meeting to scope traffic study	Proposed Fee			
	\$600			
	Abbreviated Impact Assessment	25 Acres or Less		Greater than 25 Acres
		\$750		
Full Impact Study	\$1,700	\$1,700 + \$12/acre over 25 acres (\$3,000 maximum)		
Combined Preliminary & Final Site Plan Review				
Traffic	Proposed Fee			
	70% of full rate for Preliminary and Final Review			
Expedited Review Fee				
Traffic	Proposed Fee			
	\$125 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)	\$500	
	Proposed Fee	
	25 Acres or Less	Greater than 25 Acres
Shared Parking Study Review	\$650	\$800

	Proposed Fee		
	5 Acres or Less	5.1 - 20 Acres	Greater than 20 acres
Traffic Control Signs & Markings	\$650	\$800	\$800 + \$10/acre over 20 acres

Expedited Inspection Fee (less than 5 days)	
	Proposed Fee
Traffic	\$125 if inspection requested to be completed in fewer than 5 days

Traffic Sign Inspection Fee (Includes (1) Initial Inspection and (1) Follow Up Inspection), Additional Inspections Subject to Fee		
	Proposed Fee	
	(1) Initial Inspection and (1) Follow Up Inspection	Additional Inspection
Traffic Sign Inspection <=20	\$1,200	\$650
Traffic Sign Inspection > 20	\$1,500	\$800

Traffic Engineering Studies and Reports	
	Proposed Fee
Hourly Fee	\$150
Rate for attending meetings	\$180

*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)	\$850

HOURLY LABOR RATES FOR OTHER TASKS IN PARAGRAPH B	
Hourly Fee	Proposed Fee
Civil Engineering V	\$200
Civil Engineering VI	\$225

We acknowledge receipt of the following Addendums: _____

Comments:

Company Name: _____

Address: _____

City, State, Zip: _____

Agents Name: _____

Agents Signature: _____

Date: _____

Phone: _____

Fax: _____

B. Scope of Work. The following describes the duties and responsibilities of the traffic engineering consultant:

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 of site plans, including preliminary and final site plan reviews. 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.
 - c. Review of rezoning proposals. 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 necessarily 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, Active Mobility Plan, Transit Plan, and various road improvement projects, as requested by the City.

SCHEDULE B

**INSURANCE
AND HOLD HARMLESS**



CITY OF NOVI
INSURANCE REQUIREMENTS
SCHEDULE B

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; alternately, contractor may agree to provide notice of such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall

be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City.

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

ADDITIONAL REQUIREMENTS

HOLD HARMLESS/INDEMNITY

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.

- C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
- 2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
- 3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.