# **CITY of NOVI CITY COUNCIL**



Agenda Item 7 April 21, 2008

**SUBJECT** 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).

SUBMITTING DEPARTMENT: Community Development - Planning

# CITY MANAGER APPROVAL:

## **BACKGROUND INFORMATION:**

The City uses outside professional services for traffic engineering for site plan review, rezoning proposals, inspection services for signage and striping, small traffic studies as directed by the City (e.g., review of neighborhood stop sign requests), and attendance at public meetings as directed by the City. The City issued a Request for Qualifications for consultant traffic engineering review services on March 3, 2008. Five firms responded, including the current traffic engineering consultant, Orchard-Hiltz-McCliment (OHM), as well as Birchler Arroyo (BA), Fishbeck, Thompson, Carr and Huber (FTCH), Metro Transportation Group, and URS.

Staff from the Community Development Department and Engineering Division reviewed the proposals, including Steve Rumple, Barb McBeth, Karen Reinowski, Ben Croy and Brian Coburn. The following criteria were used to evaluate the proposals:

Criteria	<u>Weighting</u>
1. Firm's current resource capability to perform required services	35%
2. Evaluation of assigned personnel	25%
3. Budget, cost controls experience and results on previous projects	15%
4. Ability to relate to project requirements	15%
5. Analysis of subject statements applicable to the project,	
as required on the RFQ	10%

Based on the rankings of the five firms, fees were opened for three of the companies (listed in ranked order): Birchler Arroyo Associates, OHM and URS. OHM, the current traffic consultant, proposed an overall increase in fees. URS proposed a fee schedule significantly higher than OHM's. Birchler Arroyo Associates proposed reducing a majority of the fees from the current fee schedule. Based on the firm securing the highest ranking, and proposing the lowest fee schedule, staff recommends award of the contract to Birchler Arroyo Associates.

On April 9<sup>th</sup>, the City Council's Consultant Review Committee (Members Crawford, Margolis and Gatt) reviewed the proposals, the staff qualifications review and the fee proposals. The Committee concurred with staff's recommendation.

If needed, Birchler Arroyo has offered to provide expedited reviews of certain Traffic Impact Assessments and Statements within 7 days of receipt, for an additional surcharge of \$200 or 50 percent of the normal review fee. This will assist some applicants in meeting development schedules, particularly if there are modifications needed to these studies.

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

**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).

	N 1 2 Y N
Mayor Landry	Council Member Margolis
Mayor Pro Tem Capello	Council Member Mutch
Council Member Crawford	Council Member Staudt
Council Member Gatt	

## CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract"), dated \_\_\_\_\_, 2008, 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 \_\_\_\_\_\_, whose address is: \_\_\_\_\_\_\_

(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 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.

- The attached Schedule A also contains an enhanced fee in the event the City requires an expedited project plan reviews. However, the provisions set forth above for late delivery shall apply to expedited reviews if not delivered on time.
- 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 30<sup>th</sup> 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.

## 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 Township, 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 as a result of Client, the Township, 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. 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 form 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. <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 Township should the work be accepted and implemented by the Township) and Consultant agrees that no private party or

#### DRAFT FOR:

#### ENVIRONMENTAL (WOODLANDS/WETLANDS), TRAFFIC ENGINEER & ARCHITECTURAL FAÇADE CONSULTING SERVICES

parties will be allowed to hold sway or influence, in any way, over Consultant's performance of the work.

G. <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 Clay J. Pearson and City Clerk Maryanne Cornelius Consultant:

- H. <u>Changes</u>. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.
- I. <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.
- 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. <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.

**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:, Its Mayor
	By:, Its Clerk
WITNESS:	("Consultant"):
	By:, Its
872363	

#### CITY OF NOVI PROPOSAL FORM

#### CONSULTANT TRAFFIC ENGINEERING SERVICES

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

### SITE PLAN REVIEW

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

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

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

	Current Fee Schedule				Proposed Fee Schedule	
	5 Acres or less	5.1 - 20 Acres	Greater than 20 Acres	5 Acres or less	5.1 - 20 Acres	Greater than 20 Acres
	Preliminary Site Plan				Preliminary Site Plan	12
Traffic	\$550	\$550 + \$20/acre over 5 acres	\$850 + \$10/acre over 20 acres	\$500	\$500 + \$15/acre over 5 acres	\$725 + \$10/acre over 20 acres
		Final Site Plan				
Traffic	\$300	\$300 + \$20/acre over 5 acres	\$600 + \$10/acre over 20 acres	\$300	\$300 + 15/acre over 5 acres	\$525 + \$10/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	\$640	\$640 + \$6/unit over 20 units	\$820 + \$4/unit over 50 units	\$575	\$575 + \$6/unit over 20 units	\$755 + \$4/unit over 50 units
	Final Site Plan				Final Site Plan	
Traffic	\$220	\$220 + \$6/units over 20 units	\$400 + \$4/units over 50 units	\$350	\$350 + \$4/unit over 20 units	\$470 + \$4/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
	Te	ntative Preliminary Plat			<b>Tentative Preliminary Plat</b>	n
Traffic	\$600	\$600 + \$6/lot over 20 lots	\$780 + \$4/lot over 50 lots	\$575	\$575 + \$6/lot over 20 lots	\$755 + \$4/lot over 50 lots
	Final Preliminary Plat			Final Preliminary Plat		
Traffic	\$220	\$220 + \$6/lot over 20 lots	\$400 + \$4/lot over 50 lots	\$220	\$220 + \$4/lot over 20 lots	\$340 + \$4/lot over 50 lots
	Su	Ibdivision Engineering			Subdivision Engineering	
Traffic	\$400	\$400 + \$6/lot over 20 lots	\$580 + \$2/lot over 50 lots	\$400	\$400 + \$6/lot over 20 lots	\$580 + \$2/lot over 50 lots
	Final Plat				Final Plat	
Traffic	\$200	\$200	\$300	\$200	\$200	\$300

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

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

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

## **OTHER REVIEW FEES**

	RU	D Plan Review (Fee is based on a	area plan acreage)			
	Cu	irrent Fee	Propos	ed Fee		
	25 Acres or Less	Greater than 25 Acres	25 Acres or Less	Greater than 25 Acres	1	
<b>T</b>	\$500	\$500 + \$4/acre over 70 acres	\$500	\$500 + \$4/acre over 70	1	
Traffic	\$500	(\$1,500 maximum)	\$500	acres (\$1,500 maximum)		
Revising P	hasing Plan Review (Fe	e is based on phases)			sing Plan Review (Fee is bas	ed on phases)
	Cu	irrent 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
Tranic	\$300	\$500	\$750	\$300	\$500	\$750
Planned De	velopment Options (Fe	e is based on acreage)		Planned Development Options	(Fee is based on acreage)	
Traffic	50 Acres or Less	Greater than 50 Acres		50 Acres or Less	Greater than 50 Acres	
Tranic	\$200	\$200		\$200	\$200	
Traffic	Study Review (Fee is I	based on acreage)		Traffic Study Review (	Fee is based on acreage)	
Pre-Submittal Mtg						
o Scope Traffic Sty				\$	275	
Abbreviated	25 Acres or Less	Greater than 25 Acres		25 Acres or Less	Greater than 25 Acres	
Impact Assessment		\$500		\$	500	
Full Impact Study	\$900	\$900 + \$5/acre over 25 acres (\$1,750 maximum)		\$850	\$850 + \$5/acre over 25 acres (\$1,750 maximum)	

## ADDITIONAL INSPECTION/REVIEW FEES

	Cur	rent Fee			Proposed Fee	
Rezoning Review			Rezonir	ng Review		
Traffic Review (All and Use Districts)		\$200		\$	200	
	Cur	rent Fee		Propo	osed Fee	
	25 Acres or Less	Greater than 25 Acres		25 Acres or Less	Greater than 25 Acres	
Shared Parking Study Review	\$500	\$600		\$500	\$600	
			7	25 Acres or Less	Greater than 25 Acres	
		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	\$250	\$400	\$400 + \$5/acre over 20 acres	\$375	\$500	\$500 + \$5/acre over 20 acres

Are any revision reviews covered by initial review at any level? Please indicate within or by each category of fees.

If resubmittal by applicant is required to respond to comments, we will charge 70% of our original review for each subsequent review.

Include Hourly Rate Sheet based on Levels of Employment

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

Meetings will be charged at hourly rates for the person(s) attending for normal business hours. Evening meetings will be charged at a flat rate of \$650.00.

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Expedited review of Traffic Impact Assessments and Statements: If requested, the Consultant will review traffic impact assessments and statements within 7 calendar days of receipt subject to an additional surcharge of \$200.00 or 50 percent of the normal review fee, whichever is higher. For example, a traffic impact statement with a normal review fee of \$900.00 would be charged \$1,350.00 for an expedited review.

We acknowledge receipt of the following Addendums:

Comments:

Company Name: Birchler Arroyo Associates, inc.

Address: 28021 Southfield Road

City: Lathrup Village State: MI Zip:48076

Phone:248.423.1776 Fax: 248-423-1793

Agents Name: Rodney L. Arroyo

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Agents Signature:

Date: 3/17/2008 Updated: 4/17/2008

# Schedule A Hourly Rates Chart BIRCHLER ARROYO ASSOCIATES, INC. SCHEDULE OF PROFESSIONAL FEES FOR CITY OF NOVI TRAFFIC SERVICES

May 1, 2008 - April 30, 2010

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

AICP American Institute of Certified Planners (National Certification)

PCP Professional Community Planner (Michigan Registration)

P.E. Professional Engineer (Michigan License)

PTOE Professional Traffic Operations Engineer (National Certification)

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	

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Rodney L. Arroyo, AICP - Vice President

## **EXHIBIT A**

## Scope of Work

## 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 reviews in 2007.
  - a. Review of traffic impact studies (approximately 10/year).
  - Review of rezoning proposals (approximately 6/year). Each rezoning request requires either an abbreviated or full traffic study. In 2007 there were three (3) abbreviated and three (3) full traffic impact studies.
- 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.

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## SCHEDULE B

[insert current insurance schedule]