

CITY OF NOVI CITY COUNCIL JANUARY 10, 2022

SUBJECT: Approval to award a contract for professional services to Beckett & Raeder (BRI), as recommended by the Consultant Review Committee, for review of the Master Plan for Land Use (including review and update of the Thoroughfare Plan) in an amount not to exceed \$206,445, and to amend the budget, subject to final review and approval as to form, including any minor changes required, by the City Manager and City Attorney's office.

SUBMITTING DEPARTMENT: Community Development, Planning

EXPENDITURE REQUIRED	\$ 206,445
AMOUNT BUDGETED	\$ 150,000
APPROPRIATION REQUIRED	\$ 56,445
LINE ITEM NUMBER	101-807.00-816.051

In July 2017, Novi adopted its current Master Plan for Land Use following considerable work and review by the Planning Commission and city staff, along with input from the public. In Michigan, there is a statutory obligation for communities to periodically consider whether to review the master plan in detail, with five-year intervals being an accepted and encouraged standard for review. Given the rapid population growth, numerous public and private improvements throughout the city, and the passage of five years since the last plan approval, a comprehensive review and update is warranted.

An up-to-date Master Plan for Land Use is key to identifying community character issues to insure that Novi will remain a desirable and vibrant community for many years to come. An RFP was prepared to seek outside consulting assistance to complete a comprehensive review and update to the plan.

In addition to a complete review and refresh of the Master Plan, the proposal calls for:

- Market Analysis of Land Use Needs,
- Infrastructure and Transportation Plan
- Future Land Use Plan,
- Build-Out Analysis, and
- Public Participation components

Two unique components are also planned for study:

- i. <u>Twelve Mile Road Corridor Plan-</u> The intent is to study the corridor from east of Beck Road (at the western City limits) to the start of the boulevard west of Cabaret Drive in order to review the appearance, purpose, access, and insure the future economic vitality of this corridor. Draft road design plans have been developed for a narrow boulevard design for the approximate 1.5 mile length of Twelve Mile Road. There is a need to insure good access management for the existing and future businesses in this area, and determine whether the proposed design may be appropriate for other areas of the community.
- ii. Redevelopment Strategy/Plan A major focus of the Master Plan will be the review of the land use categories and zoning considerations for Novi's regional and community shopping centers, primarily in the RC, Regional Center and TC, Town Center Zoning Districts located in the area surrounding Novi Road and I-96. Given Novi's history of offering in-person regional shopping opportunities drawing population from a large part of southeast Michigan, the recent effects of declining retail sales at bricks-and-mortar stores has presented challenges for our established retail centers. Staff has begun discussing opportunities with the major stakeholders in these areas, and would like to continue to identify reasonable and realistic opportunities for diversification of uses and adaptive reuse of the existing infrastructure. Stakeholder meetings, and citizen surveys would be appropriate for the redevelopment or visioning strategy, bringing forward other examples of successful modernization, and current trends for discussion and recommendation.

Response to RFP

One response was received to the RFP, although staff believed ample time was provided for interested firms to respond. Staff has heard that there has been an increased demand for planning consulting services recently, with several local communities undertaking master plan reviews at this time, including Birmingham, Troy, Royal Oak, and Orion Township, and South Lyon and Southfield currently updating Parks and Rec Master Plans.

The proposal was submitted by **Beckett & Raeder (BRI)**, a Landscape Architecture, Planning, Engineering and Environmental Services firm with its local office in Ann Arbor. The proposal partners with **Hubbel**, **Roth**, **and Clark (HRC)**, a local engineering firm that will assist with the Transportation Planning and Corridor Planning aspect of the Master Plan for Land Use. The team that BRI has identified specializes in master planning for communities in southeast Michigan that are largely built-out, changing rapidly and part of a growing region.

The proposal notes that BRI's team has won more Daniel Burnham Awards for a Comprehensive Plan from the Michigan Chapter of the American Planning Association (MAP) than any other planning firm in the state. Awards that BRI has won for Comprehensive Plans were from the work done for the Warren (2021), Sturgis (2020), Kalamazoo County (2019), Jackson (2016), and Acme (2015). The firm has also won awards from MAP for Economic Development and Planning, and Public Outreach. If selected, the proposal indicates that the work could be completed within 16 months.

The team of BRI/HRC was recommended by staff for the following reasons:

- The proposal closely matched the expected work included in the RFP, including the
 request for detailed assessment and recommendations for the Twelve Mile Road
 Corridor, and in working to identify diversification, adaptive reuse and redevelopment
 strategies for Novi's Regional Malls and retail centers.
- The consultant's award-winning history of working with growing communities in southeastern Michigan to refine and enhance each community's unique vision of the future through the development of Master Plan, as well as BRI's focus on economic development and public engagement.

The Consultant Review Committee met on December 6, 2021 and reviewed the proposal, and made a motion to recommend approval to the City Council of entering into a contract with BRI and HRC.

RECOMMENDED ACTION:

Approval to award a contract for professional services to Beckett & Raeder (BRI), as recommended by the Consultant Review Committee, for review of the Master Plan for Land Use (including review and update of the Thoroughfare Plan) in an amount not to exceed \$206,445, and to amend the budget, subject to final review and approval as to form, including any minor changes required, by the City Manager and City Attorney's office.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following Budget Amendment for the Master Plan for Land Use (including review and update of Thoroughfare Plan) is authorized:

INCREASE (DECREASE)

General Fund		
APPROPRIATIONS		
Community Development - Planning		
Other Services and Charges		56,445
TOTAL APPROPRIATIONS	\$	56,445
Net Increase (Decrease) to Fund Balance	\$	(56,445)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi at a regular meeting held on January 10, 2022

Cortney Hanson City Clerk

CONSULTANT REVIEW COMMITTEE				
	DRAFT MEETING MINUTES			
	DECEMBER 6, 2021			



CITY OF NOVI

Consultant Review Committee Meeting

Monday, December 6, 2021 5:30 p.m.

Mayor's Conference Room | Novi Civic Center | 45175 Ten Mile Road (248) 347-0445

CALL TO ORDER

ROLL CALL: Mayor Pro Tem Staudt, Council Members Crawford, Fischer

STAFF LIAISON: Victor Cardenas, Assistant City Manager

OTHERS PRESENT: Pete Auger, City Manager

Barb McBeth, City Planner

Katherine Oppermann, Executive Assistant

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Tuesday, October 19, 2021 Meeting Minutes

PURPOSE OF THE MEETING

- 1. Traffic Consultant AECOM
- 2. Masterplan Consultant Beckett & Raeder Inc (BRI)
- 3. Broadband Consultant
 - a. Merit/Fujitsu
 - b. Foresite Group
- 4. Scope of Committee added at request of Member Fischer

City Planner Barb McBeth introduced the first item on the agenda, the Traffic Consultant contract. The expiration of the current contract with AECOM, established in 2018, is nearing expiration and was put out to bid with three respondents returning proposals. She stated that staff recommends AECOM be granted a new contract, as proposed, for an additional two years with an additional two, one-year optional extensions.

Motion made by Member Fischer that for the Consultant Review Committee support the City Staff recommendation of AECOM to be awarded the Traffic Consultant contract as proposed. Motion was supported by Member Crawford and carried unanimously; motion passed 3:0.

City Manager Pete Auger introduced the third item on the agenda, with the re-ordering of items being granted by Mayor Pro Tem Staudt, for an Internet Connectivity and Broadband Study consultant. The contract was put out to bid with two respondents. Staff and the

Municipal Broadband Committee recommends the Foresite Group be granted the contract, as proposed for \$105,000.00.

Motion made by Member Fischer that for the Consultant Review Committee support the City Staff recommendation that the Foresite Group be awarded the proposed new Broadband Consultant contract with the addition of the optional study of the identification of incumbent telco assets within the city. Motion was supported by Member Crawford and carried unanimously; motion passed 3:0.

City Planner Barb McBeth spoke again to introduce the second item on the agenda, a Master Plan Consultant contract. The current City of Novi Master Plan was adopted in 2017 and needs to be reexamined and updated. The contract was put out to bid with only one timely respondent. Staff recommends Beckett & Raeder Inc (BRI) be granted the contract, as proposed, for \$206,445.00 to complete a 16-month study.

Motion made by Member Fischer that for the Consultant Review Committee support the City Staff recommendation of Beckett & Raeder Inc (BRI) to be awarded the proposed Master Plan Consultant contract. Motion was supported by Mayor Pro Tem Staudt and carried; motion passed 2:1, member Crawford dissenting.

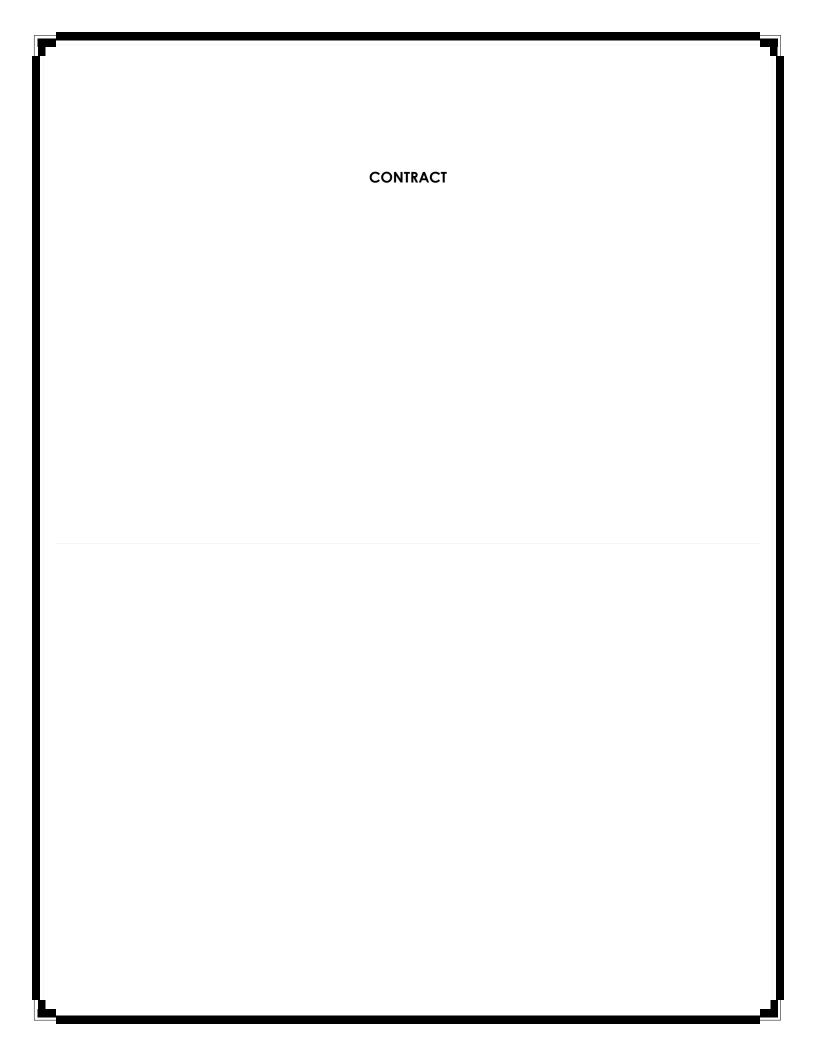
AUDIENCE COMMENTS

Keason Sanvordenker, of Merit, stated that he and Merit are here to support the city and spoke briefly on the wide variety of approaches taken towards broadband solutions in other municipalities and regions.

Dorothy Duscheneau said she and Mr. Duscheneau had attended out of general interest and also commented that if any of the proposed work is to be undertaken in the Twelve Mile Corridor, she would like attention to be given to the Taft bridge to improve her commute.

ADJOURNMENT

The meeting was adjourned at 6:40p.m. Moved by Mayor Pro Tem Staudt, supported by Member Crawford and carried unanimously to adjourn the meeting.



CONTRACT FOR PROFESSIONAL SERVICES

MASTER PLAN FOR LAND USE

This Agreement 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 Beckett&Raeder, Inc. whose address is 535 W. William Street, Suite 101, Ann Arbor, MI 48103, (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. 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.
- C. All costs and expenses incurred by Consultant in the course of performing the work under this Contract are deemed to be included in the hourly fees and amounts set forth in Schedule A, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee.
- D. Consultant will obtain written approval of the Client prior to proceeding with any services or work that is not stated on Schedule A; otherwise the Client will not be billed for such extra/additional services or work.
- E. Payments shall be made upon verification of invoices received by the Client. All payments to Consultant shall be submitted by mail at Consultant's address first listed above, unless Consultant provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

- A. This Contract, including any extension or amendment of this Contract, may be terminated at any time, with or without cause, by either party upon thirty (30) calendar days' written notice to the other party. In such event, the effective date of such termination shall be the 30th calendar day following the date of the written notice of such termination.
- B. In the event this Contract is terminated prior to completion of the work, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Consultant for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Consultant continues to fully perform its duties and obligations in 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.

<u>Article V:</u> Independent Contractor/Vendor Relationship.

- A. In the performance of this Contract, the relationship of Consultant to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Consultant is and shall perform under this Contract as an independent contractor and/or vendor, 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 and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.
 Although Consultant is required under this Contract to advise, make recommendations to and to a limited extent represent the Client, all plans, studies, applications, submittals, surveys, reports and any other information relating to the work must be submitted to and approved by the Client or the Client's authorized official prior to being disseminated to any third party and shall only be so disseminated if such dissemination is approved in advance by the Client or an authorized Client official.
- C. Consultant represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Consultant shall perform all of the work under this Contract and no other person or entity shall be assigned or subcontracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Consultant agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against 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. Consultant specifically agrees that it is Consultant's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Consultant agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Consultant's performance of 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 City, other consultants and/or other public sources. Consultant will not charge Client for necessary corrections to its work and will be responsible for any increased cost incurred by the Client as a result of any inaccuracies in the work, excepting inaccuracies resulting from incorrect information provided by the Client, the City, other consultants and/or other public sources.

Article IX: General Provisions.

- A. <u>Entire Agreement</u>. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Consultant. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. <u>Compliance with Laws</u>. This Contract and all of Consultant's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Consultant represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. <u>Assignment</u>. Consultant shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. <u>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 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. <u>Notices</u>. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

<u>Client</u>: City Manager Peter E. Auger and City Clerk Cortney Hanson <u>Consultant</u>: John Iacoangeli, Principal

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

- 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. <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 AND DATES OF SIGNATURES:	CITY OF NOVI
Date:	By: Robert J. Gatt Its: Mayor
Date:	By: Cortney Hanson Its: Clerk
WITNESS AND DATES OF SIGNATURES: TIMOTH C. KNUTSEN Date: 1.05.2022	Beckett&Raeder, Inc. By: Jøhn R. Iacoangeli Its: Principal

CONTRACT FOR PROFESSIONAL SERVICES

MASTER PLAN FOR LAND USE

ADDENDUM

Addendum between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and Beckett&Raeder, Inc. whose address is 535 W. William Street, Suite 101, Ann Arbor, MI 48103, (hereinafter referred to as "Consultant").

- 1. Consultant has engaged Hubble Roth & Clark (HRC), (hereinafter referred to as "Subconsultant") to provide traffic engineering services as a component of the Master Plan for Land Use.
- 2. Subconsultant will invoice Consultant for services performed.
- 3. Consultant will include Subconsultant invoice in Consultant's invoice to the Client.

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

WITNESS AND DATES OF SIGNATURE	CITY OF NOVI
Date:	By: Robert J. Gatt Its: Mayor
Date:	By: Cortney Hanson Its: Clerk
WITNESS AND DATES OF SIGNATURE	BECKETT&RAEDER,INC.
DATE: 1.05.2022	By: John lacoangeli, FAICP



CITY OF NOVI

CONSULTANT - MASTER PLAN FOR LAND USE

FEE PROPOSAL FORM

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

MASTER PLAN FOR LAND USE, per specifications $$\frac{206,445}{}$	Lump Sum
Hourly rates for specific consultants \$ Please see Fee She	eet
We acknowledge receipt of the following Addenda: 0	
	(please indicate numbers)
EXCEPTIONS TO SPECIFICATIONS (all exceptions must be	noted here):
COMMENTS:	

NON-IRAN LINKED BUSINESS:

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

SCHEDULE A

THIS PROPOSAL SUBMITTED BY:		
Company (Legal Registration) Beckett & R	aeder, Inc.	
Address 535 W. William Street Suite 101		
City Ann Arbor	State MI	Zip 48103
Telephone <u>734.663.2622</u>	Fax <u>734.66</u>	3.6759
Representative's Name John Iacoangeli		
Representative's Title Principal		
Authorized Signature		
E-mail jri@bria2.com		
Date 10.14.21		

R (i) Beckett&Raeder

2021 Professional Service Fee and Structure

Beckett & Raeder, Inc. / BRI, Inc. is pleased to submit for consideration the following fees for professional services and time / material services:

AS REQUIRED BY CLIENT:

Principal	\$145.00 Hour
Senior Associate	\$135.00 Hour
Senior Project Manager	\$130.00 Hour
Senior Professional Engineer	\$130.00 Hour
Associate	\$125.00 Hour
Senior Project Professional/Landscape Architect/Planner	\$120.00 Hour
Project Manager	\$120.00 Hour
Professional Engineer	\$120.00 Hour
Senior GIS Specialist	\$110.00 Hour
Project Engineer (E.I.T.)	\$105.00 Hour
Senior Project Site Representative	\$100.00 Hour
Project Professional/Landscape Architect/Planner	\$100.00 Hour
GIS Technician	\$ 90.00 Hour
Resident Project Site Representative	\$ 80.00 Hour
Computer Technician /CAD Technician	\$ 80,00 Hour
Clerical	\$ 65.00 Hour
Interns (non-degreed)	\$ 60.00 Hour
Inspection Forms	At Cost
Printing and Duplicating	At Cost
Photography	At Cost
Postage / UPS / FedEx	At Cost
Permit Application Fees	At Cost
Site Plan Review Fees	At Cost

Travel Expenses (Airfare, Lodging, Meals, Fares, etc) At Cost Mileage At Current Federal Rate

Note: Rates will be adjusted on the first of each year and billings will reflect the rates in effect at the time of services rendered

Estimated Costs

Task	Expense	Hours	Fee
NOVI MASTER PLAN			
TASK 1.0 PROJECT INITIATION & ORGANIZATION	\$70	49	\$5,675
Kickoff Meeting & Tour	\$35	24	\$2,800
Project Website		8	\$800
Meet with the Planning Commission	\$35	4	\$500
Introduction		3	\$325
Administrative Tasks		10	\$1,250
TASK 2.0 EXISTING CONDITIONS	\$0	124	\$13,220
Document Review		12	\$1,300
Demographic Analysis		14	\$1,425
Housing Analysis		13	\$1,325
Natural Features & Open Space		13	\$1,325
Existing Land Use		12	\$1,200
Infrastructure and Community Facilities		28	\$3.300
Transportation		19	\$2,000
Economic Development		13	\$1,345
TASK 3.0 PUBLIC PARTICIPATION	\$35	109	\$11,700
Survey		12	\$1,250
Focus Groups		19	\$2,150
Summary of Results		12	\$1,300
Review Meetings (2)		8	\$1,000
Scenario Planning	\$35	58	\$6,000
TASK 4.0 ENVIRONMENT & OPEN SPACE	\$0	18	\$1,950
Natural Features & Resiliency		18	\$1,950
TASK 5.0 MARKET ANALYSIS & LAND USE	\$0	48	\$5,140
Market Analysis & Land Use		34	\$3,690
Projected Taxable Value		14	\$1,450
TASK 6.0 INFRASTRUCTURE PLAN	\$0	348	\$96,065
Transportation Plan		77	\$9,665
Review & Update Thoroughfare Master Plan*		425	\$53,125
Road Committee Discoveries		33	\$4,125
Walkable Committee		33	\$4,125
Infrastructure Capacity		156	\$19,300
Green Infrastructure		49	\$5,725
			2.5

^{*} This Thoroughfare Master Plan is based on best estimates but is negotiable so that it can more finely tailored to the city's expected outcomes.

Estimated Costs

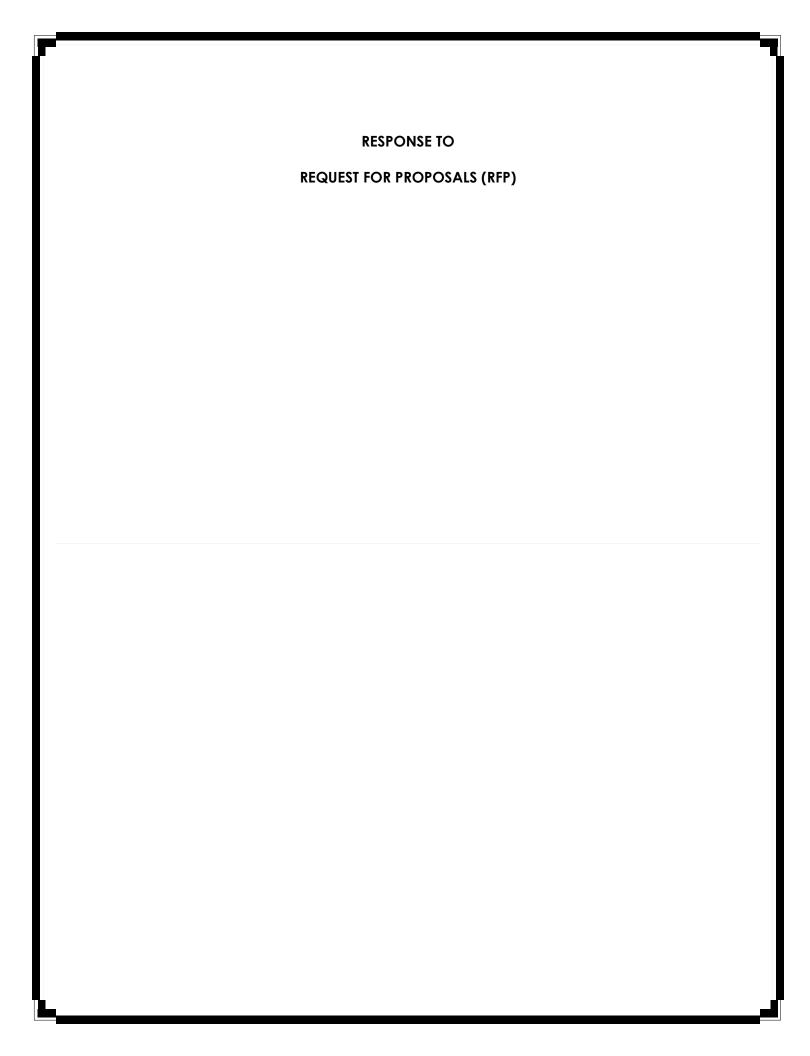
Task	Expense	Hours	Fee
NOVI MASTER PLAN	30. 10000		
TASK 7.0 HOUSING PLAN	\$0	47	\$4,950
Residential Build Out		27	\$2,750
Housing Type & Affordability		20	\$2,200
TASK 8.0 ECONOMIC DEVELOPMENT &			70000
Economic Trends & Programs	\$0	35 18	\$4,035 \$1,890
Redevelopment Site Selection & Prioritization		17	\$2,145
TASK 9.0 CORRIDOR DEVELOPMENT	\$0	76	\$8,900
Access Management		50	\$6,250
Placemaking Attributes TASK 10.0 GOALS, OBJECTIVES, & IMPLEMENTATION		26	\$2,650
STRATEGIES	\$0	100	\$12,540
Goal & Action Refinement		92	\$11,540
Review Meeting (2)	**	8	\$1,000
TASK 11.0 FUTURE LAND USE	\$0	38	\$4,790
Future Land Use Plan		14	\$1,790
Zoning Plan		12	\$1,500
Ordinance Review		12	\$1,500
TASK 12.0	\$420	313	\$37,375
All Map Updates		125	\$15,625
Draft Plan		50	\$5,000
Noticing		6	\$600
12 Steering Committee Meetings	\$420	48	\$6,000
Meet with the Planning Commission		5	\$625
Plan Edits		16	\$1,600
Public Hearing		8	\$1,000
Interactive Master Plan		60	\$6,125
Deliverables	60	8	\$800
CORE PROPOSAL SERVICES	\$525	1305	\$206,340
	1010450404		
PROJECT EXPENSES NOT-TO-EXCEED AMOUNT	\$105		\$206,445
Additional In Person Meetings			\$500
Additional Virtual Meetings			\$250



CITY OF NOVI INSURANCE REQUIREMENTS ATTACHMENT B

- 1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - 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.



Beckett&Raeder

Landscape Architecture Planning, Engineering & Environmental Services

City of Novi Master Plan for Land Use

Proposal for Professional Services

October 14, 2021



Conant Street, Maumee, Ohio



Cover Letter 3 4-16 **Business Organization** Statement of Qualifications 17-18 Key Staff 19-26 iv. Scope, Approach, & Schedule 27-35 Experience & Examples 36-44 Fee & Required Forms Separate Envelope

Beckett&Raeder

October 14, 2021

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

Dear Ms. McBeth,

Landscape Architecture Planning, Engineering & Environmental Services

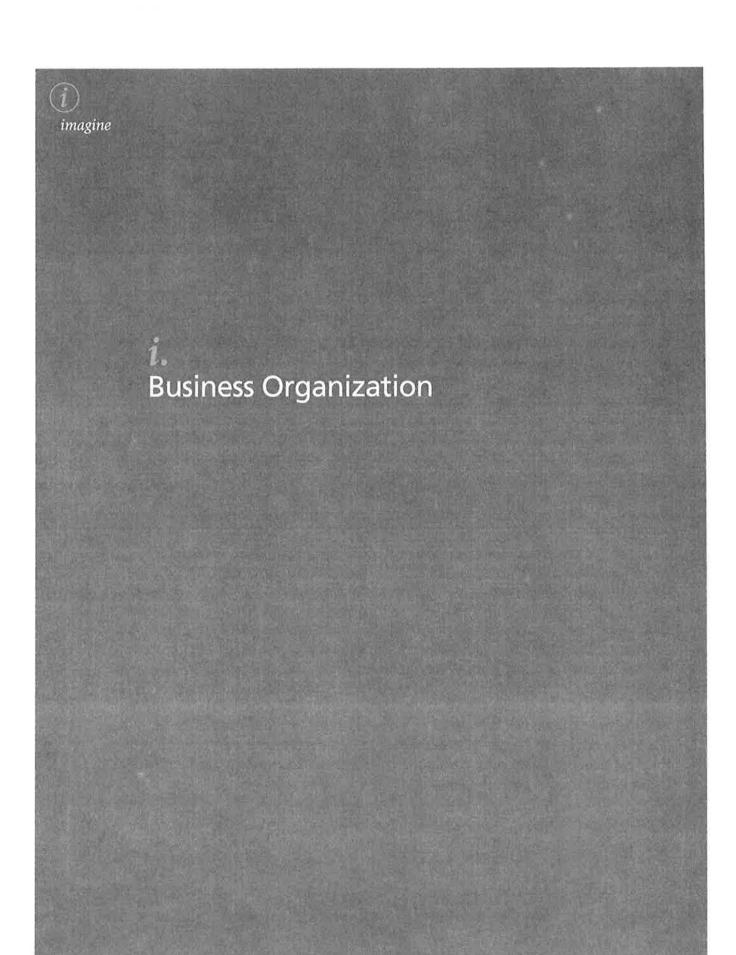
I am pleased to submit for your consideration a proposal for professional planning services to prepare a Master Plan for Novi. We feel our team at Beckett & Raeder, Inc. (BRI) is expertly equipped with the planning skills, resources, and experience needed to successfully serve the city. BRI works statewide but specializes in master planning for communities in southeast Michigan that are largely built-out, changing rapidly, and a part of a vast and growing region. Moreover, we are joined by the highly reputable firm Hubbel, Roth, and Clark, Inc. as transportation engineering subconsultants to update the Thoroughfare Master Plan and review the Corridor Development for Twelve Mile Road. Combined, our expertise pairs land use, redevelopment, and mobility: the cornerstones of successful planning.

Over the last ten years, our team has won more Daniel Burnham Awards for a Comprehensive Plan from the Michigan Chapter of the American Planning Association than any other planning firm in the state, and it's because we take great pride in crafting unique documents that speak directly to the communities they serve. Because we serve as technical consultants to the Michigan Economic Development Corporation's RRC® program, we are attuned to the best practices for leveraging development and redevelopment that achieve a high degree of alignment with recent planning endeavors and that generate predictable outcomes.

We prepared a Scope of Work that complies with the requirements of PA 33 of 2008, the Michigan Planning Enabling Act (MPEA), and meets your plan objectives for clear direction on how to develop in the short- and long-term, using data and community input. If you have any questions, please contact me.

Sincerely,

John R. lacoangeli, FAICP, PCP, LEED AP, CNU-A, FBCI Principal



Business Organization



Beckett & Raeder, Inc. is a Michigan Corporation headquartered in Ann Arbor with additional offices in Petoskey and Traverse City, Michigan. The firm includes landscape architects, planners, civil engineers, LEED accredited professionals, and support staff maintaining registrations in the States of Michigan, Ohio, Indiana, and Illinois and certification at the national level.

HISTORY

Beckett & Raeder, Inc. was established as a Michigan corporation in 1966 with its corporate office in Ann Arbor, Michigan. BRI is also licenced to operate in the State of Ohio.

SERVICES

Major areas of practice and scope of services include sustainable design, land use programming and analysis, master planning, campus planning, placemaking, site planning and civil engineering, site development, municipal engineering, storm water management, downtown revitalization and redevelopment, community planning and urban design, economic development, public/private development services, and environmental services.

OWNERS, PRINCIPALS, AND/OR OFFICERS

Deborah Cooper, President John Iacoangeli, Executive V. P & Treasurer Christy Summers, Secretary Brian Barrick, Principal John Beckett, Principal Kristofer Enlow, Principal

PHILOSOPHY

All commissions accepted by the firm are accomplished under the direct supervision of one of the firm's six principals. Senior Associates, Associates, Project Landscape Architects, Planners, and Engineers are assigned to projects in accordance with their individual expertise and the requirements of the project. In keeping with the philosophy of the office, the project team is involved in all aspects of the work through its entire duration. The firm routinely engages other consultants, as the work plan requires.

LOCATIONS

Ann Arbor 535 W. William, Suite 101 Ann Arbor, MI 48103 Tel: 734.663.2622 Fax: 734.663.6759

Traverse City 148 E. Front St. Suite 207 Traverse City, MI 49684 Tel: 231.933.8400 Fax: 231.944.1709

Petoskev

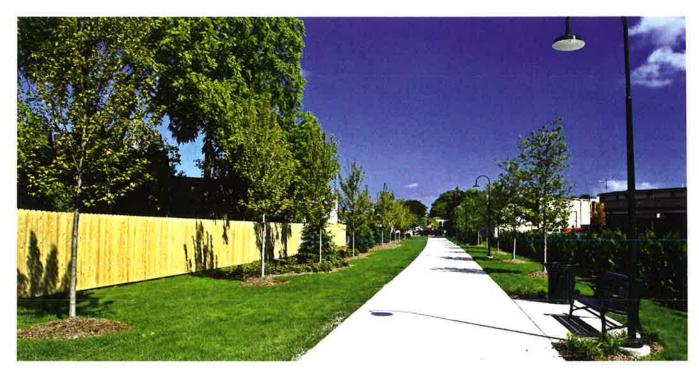
113 Howard Street Petoskey, MI 49770 Tel: 231.347.2523 Fax: 231.347.2524

WEBSITE www.bria2.com

CONTACT:

John Iacoangeli, FAICP, PCP, LEED AP, CNU-A, FBCI **Principal** 734.663.2622| jri@bria2.com

Our Services



Michigan Recreation and Park Association (mParks), Outstanding Park Design Award, 2018, Petoskey Downtown Greenway, South Segment, Petoskey, Michigan

INFRASTRUCTURE

Storm Water Management
Water Distribution Systems
Sanitary Sewer Systems
Capacity Analysis
Capital Improvement Program
Wellhead Design & Protection
Pavement Evaluation
Streets and Roads
Onsite Sewage Treatment
Utility Marking
Parking

COMMUNITY PLANNING & ZONING

Comprehensive Master Plans
Brownfield Redevelopment
Zoning Ordinance /Codes
Specialized Zoning Ordinance
Provisions Development Standards
and Guidelines Site Plan Review
Strategic Planning
Expert Witness Zoning Testimony
Community Development
Greenway Planning
New Urbanism

ENVIRONMENTAL SERVICES

Site Evaluation & Analysis
Low Impact, Conservation Design
Wetland Delineation
Constructed Wetland Design &
Installation
Wetland Restoration
Storm Water Management

ANALYSIS & EVALUATION

Site Analysis
Feasibility Studies
Site Selection Studies
Buildout Analysis
Market Analysis
Demographics
Natural Features Interpretive Studies

PROJECT CONSTRUCTION

Construction Administration Field Inspection Storm Water Operator Bridge Inspection Specification Writing Project Cost Estimating Construction Drawings

Our Services

DOWNTOWN & ECONOMIC DEVELOPMENT

Brownfield Redevelopment
Grant Writing
Downtown Management
Downtown Master Plans
Special Finance Districts
Adaptive Reuse Studies
Retail Market Analysis
Strategic Planning/Visioning
Workshops
Physical Design Plans
Streetscape Design & Implementation
Wayfinding & Signage
Tax Increment Financing &
Development Plans
DDA Creation

SITE DESIGN

Planting Design Irrigation Design Grading Plans Utility Plans Pavement Design Lighting Design Site Design Guidelines Park Design

URBAN DESIGN

Corridor Design & Planning Streetscape Design Waterfront Design

FACILITY DESIGN

Marina Design
Playground Design
Athletic Facility Design
K-12 Site Development
Subdivision Design
Campgrounds
Parks Design
Higher Education

MASTER PLANNING

Campus Planning
Traditional Neighborhood &
Small Town Design
Community Master Planning
Watershed Planning
Recreation Master Planning
Park Master Planning
Rural Land Planning Services
Land Use Planning



Marshbank Park, West Bloomfield Township, Michigan, 2016 Honor Award, Michigan Chapter, Landscape Architectural Sustainability

Selected Recent Awards



River Raisin Heritage Corridor, Monroe, Michigan

MICHIGAN ASSOCIATION OF PLANNING

Daniel Burnham Award for a Comprehensive Plan, 2021 City of Warren Master Plan Warren, MI

Planning Excellence Award for Economic Development and Planning, 2021

Comstock Center Place Plan for Redevelopment and Prosperity Township of Comstock, MI

Planning Excellence Award for Public Outreach, 2021

City of East Jordan Master Plan East Jordan, MI

Planning Excellence Award for Public Outreach, 2020

Sturgis Community Master Plan Sturgis, MI

Daniel Burnham Award for a Comprehensive Plan, 2019

Kalamazoo County Master Plan Kalamazoo, MI

Economic Planning and Development Award, 2018

Project Rising Tide

Urban Design Award, 2018Jackson Downtown Streetscape

Jackson, MI

Best Practice Award, 2018 Planning for Paciliancy in Michig

Planning for Resiliency in Michigan: A Comprehensive Handbook

Urban Design Award, 2017

Jackson Blackman Park Expansion Jackson, MI

Daniel Burnham Award for a Comprehensive Plan, 2016

Jackson Community Master Plan Jackson, MI

Implementation Award, 2016

Bear River Valley Recreation Area Petoskey, Michigan

Daniel Burnham Award for a Comprehensive Plan, 2015

Acme Township Master Plan Acme, MI

Innovation in Economic Planning & Development, 2015

Lakes to Land Regional Initiative: Food and Farm System Assessment

Innovation in Regional Planning, 2014

Lakes to Land Regional Planning Initiative

Daniel Burnham Award for a Comprehensive Plan, 2013

Peshawbestown Master Plan Grand Traverse Band of Ottawa and Chippewa Indians

Daniel Burnham Award for a Comprehensive Plan, 2010

Onekama Community Master Plan Onekama, Michigan

AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS

Merit Award, Michigan Chapter, 2017, General Design Chicago Drive Corridor Grandville, Michigan

Merit Award, Michigan Chapter, 2017, Planning & Analysis

Peshawbestown Community Master Plan Peshawbestown, Michigan

, 3

Merit Award, Michigan Chapter, 2016, Landscape Architectural Design Jackson Blackman Park Expansion,

Jackson, Michigan

Merit Award, Michigan Chapter, 2016, Landscape Architectural Sustainability

Wall Street East Parking Structure, Ann Arbor, Michigan

Selected Recent Awards

Honor Award, Michigan Chapter, 2016, Landscape Architectural Sustainability

Marshbank Park

West Bloomfield Township, Michigan

Merit Award, Michigan Chapter, 2015, Landscape Architectural Design

Munger Graduate Residences, University of Michigan Ann Arbor, Michigan

Merit Award, Michigan Chapter, 2014, Historic Significance

Petoskey Bayfront Park Petoskey, Michigan

Merit Award, Michigan Chapter, 2013, Planning & Analysis

River Raisin Heritage Corridor East Master Plan

Monroe, Michigan

Merit Award, Michigan Chapter, 2010

Outdoor Learning Center Central Michigan University Mt. Pleasant, Michigan

MICHIGAN RECREATION & PARK **ASSOCIATION**

Design Award, Outstanding Facility 2017

Silver Lake State Park Mears, Michigan

Landscape Design Award, 2014

White Lake Bloomer Park White Lake Charter Township, Michigan

Outstanding Park Design

Award, 2013 Argo Cascades Ann Arbor, Michigan

Design Award, Landscape Design, 2011

Bear River Valley Recreation Area City of Petoskey, Michigan

Landscape Design Award, 2011 Marshbank Park

West Bloomfield Township, Michigan

Landscape Design Award, 2010

Outdoor Learning Center Central Michigan University Mount Pleasant, Michigan

IMAGIN (Improving Michigan's Access to Geographic Information Networks)

Innovation Award, 2018 Acme Township, Michigan

EDUCATION DESIGN SHOWCASE

Project of Distinction, 2017 Outstanding Design and Architecture Lasch Family Golf Center, Michigan State University

East Lansing, Michigan

NATIONAL TRUST FOR HISTORIC **PRESERVATION**

Richard H. Driehaus National Preservation Honor Award, 2014

McGregor Pool Wayne State University Detroit, Michigan

MICHIGAN HISTORIC PRESERVATION NETWORK

Government/Institution

Award, 2016

River Raisin Heritage Corridor, East Master Plan

Monroe, Michigan

Cultural Landscape Award, 2014

McGregor Memorial Conference Center Reflecting Pool and Sculpture Garden for Contribution to Historic Preservation in

Michigan

Wayne State University Detroit, Michigan

GREAT LAKES PARK TRAINING INSTITUTE

Great Lakes Park, Facility, & Recreation Program Award, 2013 Marshbank Park West Bloomfield Township, Michigan

WASHTENAW CONTRACTORS **ASSOCIATION**

Pyramid Award, 2018 University of Michigan Art & Architecture A. Alfred Taubman Wing Ann Arbor, Michigan

OAKLAND COUNTY

Oak Land Award, 2012 Marshbank Park West Bloomfield Township, Michigan

Professional Affiliations & Organizations



Beckett & Raeder, Inc. is staffed by registered professional engineers, landscape architects, community planners, and environmental and ecological professionals and has specialized training and maintains professional affiliation with the following:

ACCREDITATIONS

U. S. Green Building Council LEED Accredited Professionals Form Based Code Institute (FBCI) Congress for the New Urbanism Accreditation (CNU-A)

CERTIFICATIONS

Michigan Economic Development Association Certified Economic Development Professional Certified Stormwater Operator
Housing Development Finance Professional (HDFP)
Project Management Boot Camp
PASER Road Rating
Planning and Zoning Instructor (MAP)
Certificate of Real Estate
Certified Playground Safety Inspector (CPSI)
American Institute of Certified Planners (AICP)
National Charrette Institute Certification (NCI)

REGISTRATIONS

Professional Registered Engineers

- State of Michigan (PE)
- State of Ohio (PE)

Professional Landscape Architects

- State of Michigan (PLA)
- State of Ohio (PLA)
- State of Illinois (PLA)
- State of Indiana (PLA)
- Council of Landscape Architects Registration Boards

Residential Builder License

State of Michigan

SPECIALIZED TRAINING

EPA Brownfield Redevelopment
People, Places and Placemaking
Economics of Place
Neighborhoods, Streets and Connections
Form Planning and Regulation
Collaborative Public Involvement
Applied Placemaking
Complete Streets
Geographic Information Systems
FEMA ICS-100, IS-00029, EFS 15
FEMA ICS-200, IS-00700 (NIMS)
Green Roof Design
Charrette System Training (NCI)

Professional Affiliations & Organizations

MEMBERSHIPS

(SMW & SUA)

American American American American Detroit Society of Congress for the **Public Works** Planning Society of Association of Landscape Association Civil Engineers Association New Urbanism **Planners** Architects (APWA) (ASCE) (APA) (ASLA) **Improving** Michigan Michigan's Access Institute of Michigan Heritage Ohio Association of Administrators to Geographic Transportation Association of (Ohio Main Information Engineers (MIAPPA) **Planning** Physical Plant Street) (MAP) **Networks** (ITE) (IMAGIN) Michigan Michigan Michigan Michigan Economic Michigan Municipal Historic MAP Planners in Downtown Complete Development League Private Practice Association Preservation Association Streets Network (MML) (MDA) (MEDA) Michigan Michigan Michigan National National Main Michigan Rural School Business Recreation Society of Complete Street Center and Parks Network Professional Officials Streets **Engineers** (MSBO) Association Society of South Oakland Society of Marketing College and County National Society **National Trust** Preservation Municipal Professional University of Professional for Historic Detroit Engineers Services Professionals **Engineers** Preservation (SCUP) (SOCME) (SMPS) Southern Toledo URISA (Urban Michigan and Regional Metropolitan Urban Land Water and Area of Council Information Institute Sewer Utilities Systems of Governments Association Association) (TMACOG)

Hubbel, Roth, & Clark, Inc. (HRC)

FIRM BACKGROUND

HRC is a 106-year old, privately held, Michigan-headquartered consulting engineering firm that specializes in infrastructure, the environment, and enhancing clients' physical facilities. HRC has been involved in the design and construction of many iconic Michigan projects that have supported the growth and prosperity of our state.

We are 260-plus strong: engineers, scientists, architects, surveyors, and technicians who strive to keep a laser-like focus on our clients' desired outcomes, while preparing superior work products.

The vast majority of HRC's resources are focused on clients and projects, rather than securing the next acquisition. We are hands-on problem solvers. HRC is by design, agile enough to tackle small quick turnaround assignments, as well as large complex projects.



HRC is a multi-disciplined consulting engineering firm with capabilities in the following areas:

- Traffic Engineering
- Surveying
- Environmental Engineering
- Landscape Architecture
- Process Engineering
- GIS
- Water Transmission and Treatment
- Industrial Facilities Design
- Sanitary Sewer Systems
- Easement/Right of Way Services
- Electrical Engineering

- Roads & Bridge Design
- Site/Civil Engineering
- Wetlands/Watershed Management
- Structural Engineering
- Instrumentation & Control
- Asset Management
- Construction Services/Material Testing
- Wastewater Treatment Plants
- Combined Sewer Overflow Retention & Treatment
- Architectural Services



ENGINEERING. ENVIRONMENT. EXCELLENCE. 248.454.6300 | hrcengr.com

Hubbel, Roth, & Clark, Inc. (HRC)

CORPORATE OFFICERS AND OFFICE LOCATIONS

Hubbell, Roth & Clark, Inc. (HRC) is organized as an S-Corporation in the State of Michigan. There are eight principals of the firm, all licensed professional engineers in the State of Michigan. Additionally, HRC has 24 associates. The corporation title, primary activity, and experience of each of the officers are listed in Table 1.

Table 1. HRC Officers and Primary Activity

Officers	Title	Primary Activity
Daniel W. Mitchell, PE	President	Civil – Municipal
Nancy M.D. Faught, PE	Executive Vice President	Civil - Municipal/Transportation
Roland N. Alix, PE	Vice President/Treasurer	Civil – Municipal/Industrial
Michael C. MacDonald, PE	Vice President/Secretary	Civil - Municipal
Jesse B. VanDeCreek, PE	Vice President	Civil – Municipal
James F. Burton, PE	Vice President	Civil – Municipal/Environmental
Charles E. Hart, PE	Vice President	Civil – Municipal/Transportation
Todd J. Sneathen, PE	Vice President	Civil – Municipal

HRC is headquartered in Bloomfield Hills, Michigan, with seven branch offices located throughout the state. The complete addresses of these business locations are listed below.

Bloomfield Hills

555 Hulet Drive Bloomfield Hills, MI 48302 (248) 454-6300 | Fax: (248) 454-6312

Delhi Township

2101 Aurelius Road, Suite 2 Holt, MI 48842 (517) 694-7760

Detroit

Buhl Building, Suite 1650 535 Griswold Street | Detroit, MI 48226 (313) 965-3330

Grand Rapids

1925 Breton Road SE, Suite 100 Grand Rapids, MI 49506 (616) 454-4286

Howell

105 West Grand River Howell, MI 48843 (517) 552-9199

Jackson

401 S. Mechanic Street, Suite B Jackson, MI 49201 (517) 292-1295

Kalamazoo

834 King Highway, Suite 107 Kalamazoo, MI 49001 (269) 665-2005

Lansing

215 South Washington Square Lansing, MI 48933 (517) 292-1488

Hubbel, Roth, & Clark, Inc. (HRC)

MDOT SERVICE PREQUALIFICATION CLASSIFICATION

HRC is Michigan Department of Transportation (MDOT) prequalified in 43 prequalification classifications, including Roads & Streets, Roadway Rehabilitation, Traffic Capacity Analysis & Geometric Studies, Road Construction Engineering, Survey, Road Design, and Construction Staking, among other project types relevant to this request for services.

CONSTRUCTION ENGINEERING

Construction Engineering: Assistance

Construction Engineering: Bridges & Ancillary Structures

Construction Engineering: Roadway

Construction Engineering: Roadway - Local Agency Program

Construction Inspection: Bridge Painting

Construction Inspection: Bridges & Ancillary Structures

Construction Inspection: HMA Pavement Construction Inspection: Roadway Construction Inspection: Traffic & Safety Construction Services: Office Technician Construction Testing: Aggregates Construction Testing: Concrete Construction Testing: Density

Construction Testing: HMA Assistance

DESIGN SERVICES — BRIDGES

Design - Bridges

Design – Bridges: Load Rating Design – Bridges: Safety Inspection

Design - Bridges: Scoping

DESIGN SERVICES — HYDRAULIC

Design – Hydraulics I Design – Hydraulics II

DESIGN SERVICES — ROADWAY

Design - Roadway

Design – Roadway: Complex Design – Roadway: Intermediate

DESIGN SERVICES — TRAFFIC

Design – Traffic: Capacity & Geometrics Analysis Design – Traffic: ITS Design & System Manager

Design – Traffic: Pavement Markings Design – Traffic: Safety Studies

Design - Traffic: Signal

Design - Traffic: Signal Operations

Design – Traffic: Signal Operations – Complex

Design – Traffic: Signing – Freeway Design – Traffic: Signing – Non-Freeway

Design – Traffic: Work Zone Maintenance of Traffic Design – Traffic: Work Zone Mobility & Safety

UTILITY DESIGN

Design – Utilities: Municipal
Design – Utilities: Pump Stations
Design – Utilities: Roadway Lighting
Design: Project Development Studies

SURVEYING SERVICES

Surveying: Construction Staking

Surveying: Hydraulics Surveying: Right of Way Surveying: Road Design Surveying: Structure





Hubbel, Roth, & Clark, Inc. (HRC)

Reputation for Professional Integrity and Competence

Our philosophy is reinforced through our management group with our employees so that our clients and their respective projects benefit directly daily. These inherent values have served us well for over 100 years, and we believe we shall continue to do so into our future. We consider our clients to be a part of our culture, and they appreciate our values and commitment.

In the over 100 years HRC has been in business and considering the tens of thousands of projects we have worked on, we are not aware of a single legal claim that has been made against our ethics or integrity, nor has HRC ever experienced bad publicity for such



behavior. The following is our mission statement, and while it may seem clichéd, it identifies who HRC is as a company.

It is the mission of Hubbell, Roth & Clark, Inc. to consistently provide our clients with services that meet or exceed their expectations, at a fee that is reasonable and competitive and that produces a profit sufficient to ensure the stability, development, and growth of our firm.

To accomplish our mission, every employee must continuously strive to uphold these values:

- To always deal honestly and fairly
- To consistently improve our methods, techniques, and knowledge to better serve our clients' needs
- To give our clients full value on every service provided
- To always handle our clients' requests promptly
- To accept our clients' complaints with patience, calmly and courteously, and make a full and satisfactory explanation, exercising tact at all times
- To take a personal interest and initiative in meeting our clients' needs within the realm of our professional activity
- To guard and protect confidential client information

Hubbel, Roth, & Clark, Inc. (HRC)

Achievements

HRC is proud of its many engineering achievements and has received numerous awards from the American Council of Engineering Companies (ACEC), American Society of Civil Engineers (ASCE), American Public Works Association (APWA), and other professional organizations for innovative and cost-effective projects. A notable example is the selection by the ASCE/Michigan of the HRC designed 1967–1985 upgrade of the Detroit Wastewater Treatment Plant as one of Michigan's Top Ten Civil Engineering Projects of the 20th Century.

Award-Winning Nine Mile and Halsted Road Intersection



Award-Winning Geddes Avenue and Sanitary Improvement Project

HRC's recent awards include the City of Ann Arbor's Geddes Avenue and Sanitary Improvement Project, which earned the ACEC 2019 Engineering Merit Award; Farmington Hills' Nine Mile Road and Halstead Road Intersection, which won the Michigan Concrete Association award in the Intersections category; and Delhi Charter Township's Realize Cedar, which received the 2018 Transportation Achievement Award from ITE.

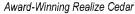
TOP WORK PLACES 2020



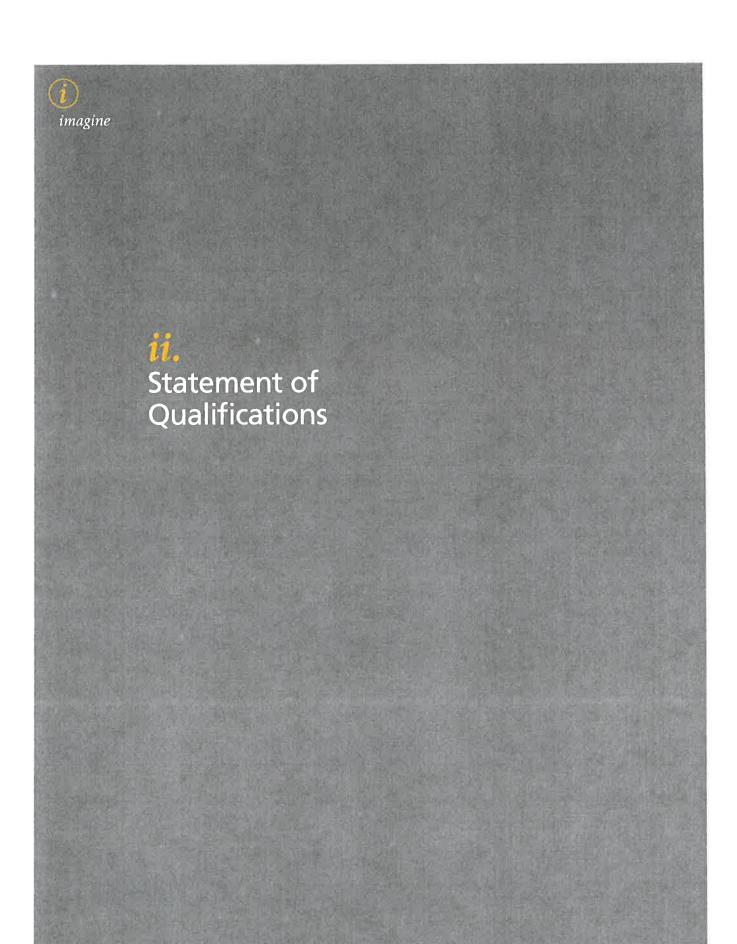


Recently, the Detroit Free Press recognized HRC as a Top Work Place. We are also a Top Trenchless

Technology Design Firm and an ENR Top 500 Design Firm. HRC also received the honor of being named one of the Cool Places to Work in Michigan by Crain's Detroit Business magazine.







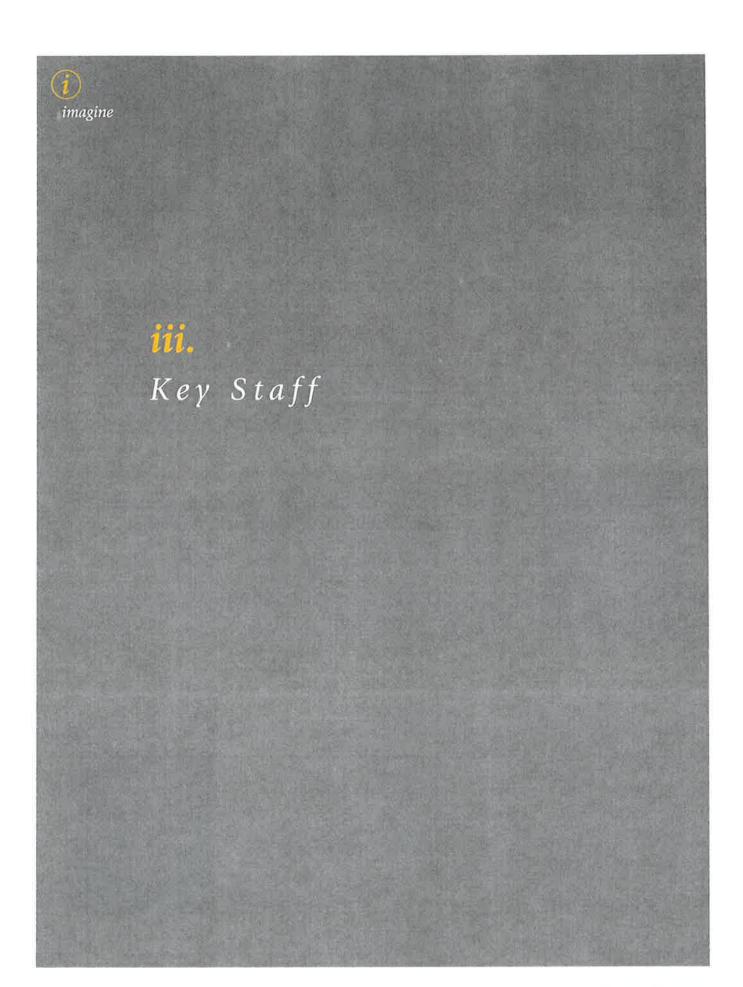
Project Understanding



UNDERSTANDING OF REQUEST

Novi seeks a plan that can keep up with its rapid growth. High levels of population growth means the city must frequently review its plan to ensure that development is responsible, equitable, and sustainable. BRI's approach seeks to build upon the relevant work that was completed in 2017, and offer new insight based on our experience with planning for housing diversity in a built out city, re-imagining shopping centers to better suit economic and demographic changes, and considering the financial implications for such land uses changes. This plan will also have to explore what it means to emerge into a post COVID-19 world in relation to land use, mobility, and economic transformations. To achieve a unified vision and implementable Master Plan, we are proposing a Master Plan update process that:

- Offers different avenues for residents, staff, officials, organizations, and youth to engage;
- (i) Updates all sections with the most recent data available and combines with community input, including an in depth update to the Thoroughfare Master Plan;
- i Incorporates sustainability practices into the narrative and action strategies;
- (i) Refines the goals articulated in the 2017 plan and attaches them to action strategies with accountable parties and metrics for success;
- Focuses on land use transitions: how to re-use shopping centers and offer greater housing variety;
- Holds a strong focus for selecting and prioritizing potential sites for redevelopment;
- (i) Complies with requirements outlined in the Michigan Planning Enabling Act; and
- i Offers a user-friendly, digital, and interactive final deliverable.









BRI'S AWARD-WINNING MASTER PLAN TEAM

BRI has won more Daniel Burnham Awards for a Comprehensive Plan, bestowed by the Michigan Association of Planners and juried by partner State chapters, than any other firm in Michigan. These honors have recognized the firm specialization in unique and custom planning projects, such as one of the first joint master plans in the State (Onekama Township and Village), a Tribal master plan (Peshawbestown), large-scale regional collaborations (Lakes to Land initiative serving 18 local units of government with 9 master plans), new analytical methods (City of Jackson), and resiliency (City of Trenton). Because we understand good work, we are eager to preserve and further it: the team also engages in highly targeted updates that move a community toward its established goals with new data, continued community conversation, and fresh perspectives.



SPECIALTY GIS SERVICES

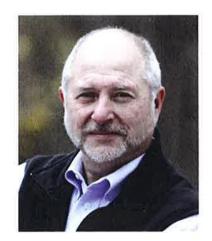
At BRI, anything worth planning is worth mapping. Our GIS services go beyond putting colors on a page and include investigative analyses into land revenue potential, economic/built environment relationships, property reuse classification, green and gray infrastructure systems, and network analyses. It is a joy to solve problems with spatial analysis at a fine-grain level of precision.

HUBBELL, ROTH, & CLARK, INC. (HRC)

Transportation planning is critical to the success of Novi's Master Plan. As the lifeline of a modern economy, the importance of access and mobility cannot be overstated. With extensive experience in southeast Michigan, Hubbell, Roth, and Clark, Inc.'s work ethic and work products align perfectly to contribute the data and analysis needed for this update. With their technical expertise and BRI's eye for incorporating such findings into a readable Master Plan, this partnership can accomplish optimal results.







John R. lacoangeli, faicp, pcp, leed ap, cnu-a, fbci

Principal, Community and Economic Development

John joined Beckett & Raeder, Inc. (BRI) as a Principal in 1991 and is a Professional Certified Planner and a member of the College of Fellows of the American Institute of Certified Planners. John has over thirty-five years experience working with public and private sector clients on a variety of community and economic development based projects. He has been involved in the preparation and implementation of community master plans and zoning ordinances, downtown and neighborhood revitalization, community development, economic development, historic preservation, and natural resource-based projects for numerous communities throughout the Midwest. His area of specialization is project implementation involving federal and state grants, local municipal financing, special authority financing, and public-private partnerships.

He serves as an advisor-consultant to planning commissions and a variety of redevelopment authorities (DDA, CIA, BRA) and is a frequent instructor for the Michigan Association of Planning and the MIPlace program.

EDUCATION

Master of Public Administration, Northern Michigan University, Marquette

Bachelor of Science, Resource Management, University of Michigan, Ann Arbor

RECOGNITION

College of Fellows, American Institute of Certified Planners (FAICP)

CERTIFICATES

American Institute of Certified Planners

Professional Community Planner (PCP) State of Michigan

Certificate of Real Estate, University of Michigan and Michigan Association of Realtors

Congress for New Urbanism Accreditation (CNU-A)

Form Based Code Institute Certification

LEED Accredited Professional (BD+C)

FEMA

ICS-100, IS-00029, EFS 15 ICS-200, IS-00700 (NIMS)

SELECTED EXPERIENCE

Lakes to Land Regional Initiative Collaborative Master Plan for sixteen communities in Benzie and Manistee Counties

Innovation in Regional Planning Award – Michigan Association of Planning, 2014

Lakes to Land Farm and Food System Assessment

Innovation in Economic Planning and Development – Michigan Association of Planning, 2015

Acme Township Placemaking & Master Plan, Acme Township, MI Daniel Burnham Award for a Comprehensive Plan – Michigan Association of Planning, 2015

River Raisin Heritage Corridor East Master Plan

Monroe County Historical Society, National Park Service, City of Monroe, Monroe, MI

Merit Award – Michigan Chapter of American Society of Landscape Architects, 2013

Honor Award – Michigan Historic Preservation Network, 2016

Peshawbestown Master Plan, Grand Traverse Band of Chippewa and Ottawa Indians, Peshawbestown, MI Daniel Burnham Award for a Comprehensive Plan – Michigan Association of Planning, 2012

Michigan State Housing Development Authority, Downtowns of Promise Strategic Planning

Flint, Saginaw, Benton Harbor, Hamtramck, Highland Park, Muskegon Heights, and Detroit's Joy-Southfield Neighborhood

Project Rising Tide, State of Michigan Michigan Economic Development Corporation for twenty-one selected communities throughout the State **Economic Planning and Development** Award - Michigan Association of Planning, 2018

City of Marquette Master Plan, Historic Waterfront and Lower Harbor Master Plan, Redevelopment

Marquette, MI

Dexter Strategic Plan and Placemaking, Dexter, MI



Colleen Hill-Stramsak, PE, PTOE, RSP1

Associate | Transportation Department Head



Colleen Hill-Stramsak is an associate with Hubbell, Roth, and Clark. Inc., where she manages the traffic engineering department and provides municipal traffic engineering services to communities throughout Michigan. She has served as project manager on traffic signal design, signal optimization, transportation studies, road safety audits (RSA), and safety studies following local and MDOT guidelines. Ms. Hill-Stramsak has completed 12 RSAs for MDOT over the last five years. For federally funded road projects, Ms. Hill-Stramsak prepares traffic control and detours plans, traffic signal design, and signage plans following the current AASHTO, MDOT, and MMUTCD guidelines. Ms. Hill-Stramsak has special expertise in traffic crash analyses and applications for safety and CMAQ funding and conducts asset management reviews of local road networks with clients. Ms. Hill-Stramsak has software proficiency in Highway Capacity Software, Synchro/SimTraffic, CORSIM, RODEL, and VISSIM.

EDUCATION

MS, Civil Engineering, Transportation Wayne State University, 2002

BS, Civil Engineering, Transportation Wayne State University, 2000

EXPERIENCE

With HRC since 2002 22 years of experience

PROFESSIONAL REGISTRATION/ CERTIFICATION

Professional Engineer, Michigan No. 51514

Professional Traffic Operations Engineer (PTOE), 2004, No. 1427

Road Safety Professional, 2019, Cert. No. 315 MiSigns Training, January 2021

Road Safety Audits (NHI-380069), 2010

MDOT Transportation Management Plan Training, 2016

MTSIS Training, June 2007

AFFILIATIONS

American Society of Civil Engineers

Institute of Transportation Engineers (Great Lakes District President 2012-2014)

Tau Beta Pi, Engineering Honor Society

Intelligent Transportation Society of Michigan

PROFESSIONAL EXPERIENCE

TRAFFIC ENGINEERING

Traffic Studies

- Transportation Master Plan City of Rochester Hills
- WATS Freeway Crossing Non-Motorized Retrofit WATS
- Road Diet Capacity Study City of Ypsilanti
- Textile Road and Cherrywood Drive Pedestrian Counts Washtenaw County Road Commission
- Pedestrian Crossing Evaluation Study Washtenaw County Road Commission/Ypsilanti Charter Township
- Research and Development Center Traffic Impact Study Van Buren Township
- Traffic Impacts of EMC and Digital Billboards City of Troy
- Robina and 12 Mile Road Street Closure Traffic Study City of Berkley
- Van Dyke Avenue Mid-Block Crosswalk Study Charter Township of Washington/Macomb Department of Roads
- Van Dyke (M-53) Road Diet Traffic Study City of Warren DDA/TIFA
- Evergreen Road Road Diet Traffic Study City of Southfield
- U of M Central Campus Transit Center U of M Architecture, Engineering and Construction & City of Ann Arbor



Colleen Hill-Stramsak, PE, PTOE, RSP1

Associate | Transportation Department Head

- Livernois Road Corridor Study Road Commission for Oakland County
- Sashabaw Road Corridor Study Independence Charter Township & Road Commission for Oakland County
- Huron Parkway Speed Study City of Ann Arbor

Parking Studies

- Milford Proving Grounds Parking Study General Motors Corporation
- Providence Park Hospital Parking Study St. John Providence
- Costco Parking Utilization Study TJ Design Strategies
- St. Mary Mercy Hospital Parking Lot Traffic Study Granger Construction
- Warren Technical Center Parking Study General Motors Corporation

Safety Studies

- Two Regional Traffic Safety Plans MDOT Safety
- Nineteen Statewide Road Safety Audits MDOT Safety
- M-15 Access Management Plan MDOT Bay Region
- Dixie Highway Safety Study Charter Township of Springfield

ROADS/BRIDGES

Traffic & Pedestrian Signal Design

- Marquette Signal Modernization Project Johnson Controls/City of Marquette
- Design-Build US-12 at Willow Run Traffic Signals & ITS Bergmann/Toebe/MDOT
- I-75 and Sashabaw Road Interchange Improvement Independence Charter Township/Road Commission for Oakland County
- Gratiot/Randolph/Broadway Pedestrian Signals City of Detroit
- Pedestrian Mid-Block Crossings City of Berkley
- Mack Avenue Traffic Signals Design Wayne County Department of Public Services
- RAM Trail along Holt Road Delhi Charter Township & Ingham County Road Department
- GM Lansing Plant, Olds & MLK (M-99) Traffic Signal General Motors Corporation & MDOT
- Sprinkle Road Safety Project Road Commission of Kalamazoo County
- Tienken Road Rehabilitation, Livernois to Sheldon Road Commission for Oakland County
- Evergreen Road Reconstruction, 10 Mile to I-696 City of Southfield
- Improvements to Belleville Rd and Costco Truck Depot Driveway V3 Companies
- M-59 and Hospital Suburban Ford Signal Design Suburban Collection

Roadway Asset Management Plans

Village Beverly Hills, City of Bloomfield Hills, City of the Village of Clarkston, City of Fenton, Village of Romeo, City of St. Clair Shores, Charter Township of Royal Oak, City of Wixom

INTELLIGENT TRANSPORTATION SYSTEMS

- CCTV Camera Installations in Kent County MDOT
- Design-Build US-12 Willow Run Traffic Signals & ITS Bergmann/Toebe/MDOT
- University Drive over I-75 Design-Build Project Bergmann/MDOT Oakland TSC
- Connected Vehicle Test Bed City of Detroit



Michelle Bennett, AICP Senior Associate, Planner

Michelle's professional planning experience has focused on master planning and zoning amendments with a resiliency lens. Her experience managing large-scale state and municipal projects and converting demographic, housing, and economic data into a digestible format for the public is critical for implementation that is equitable and sustainable. Michelle's other favorite task is training and empowering Planning Commission's to carry out planning goals.

EDUCATION

Bachelor of Arts, Urban Studies & Economics, University of California, San Diego

Master of Urban and Regional Planning, University of Michigan, Ann Arbor

CERTIFICATIONS

American Institute of Certified Planners

AFFILIATIONS

American Planning Association Emerging Planning Professionals

TEACHING EXPERIENCE

University of Michigan, Legal Aspects of the Planning Process

Michigan Association of Planning Planning and Zoning Essentials

Michigan Association of Planning, Environmental Planning Module

SELECTED EXPERIENCE

Warren Master Plan Warren, MI Daniel Burnham Award for a Comprehensive Plan – Michigan

Association of Planning, 2021

Sturgis Master Plan

Sturgis, MI Excellence Award in Community Outreach – Michigan Association of Planning, 2020

Kalamazoo County Master Plan Kalamazoo County, MI Daniel Burnham Award for a Comprehensive Plan – Michigan Association of Planning, 2019

Project Rising Tide

21 Michigan Communities Innovation in Economic Planning and Development Award – Michigan Association of Planning, 2018

Planning for Community Resilience in Michigan: A Comprehensive Handbook National Oceanic and Atmospheric Association Best Practice Award – Michigan

Association of Planning, 2018

Trenton Coast Resiliency Master Plan City of Trenton, MI Daniel Burnham Award for a Comprehensive Plan – Michigan Association of Planning, 2017 Roseville Master Plan Roseville, Ml

Groveland Township Master Plan Groveland Township, MI

Beaverton Master Plan Beaverton, MI

Ypsilanti Master and Sustainability Plan Ypsilanti, Ml

Integrated Resource Management Plan Nottawaseppi Huron Band of the Potawatomi Indians

Eaton Rapids Master Plan Eaton Rapids, MI

Lincoln Park Master Plan Lincoln Park, MI

Iron Mountain Master Plan Iron Mountain, MI



EDUCATION

Bachelor of Arts Major: Art

Minors: Graphic Design, Spanish

Goshen College Goshen, Indiana

Master of Urban and Regional Planning University of Michigan, Ann Arbor

CERTIFICATIONS

American Institute of Certified Planners

AFFILIATIONS

Michigan Association of Planning

TEACHING EXPERIENCE

Architecture, Sustainability, & the City U.S. Planning Institutions & Law

Liz Gunden, AICP

Project Planner

Liz comes to Beckett & Raeder with a wealth of knowledge in urban and regional planning as well as a background in Graphic Design. She has a diverse skillset and is involved in many projects including, community master plans, park & recreation plans, zoning ordinances, community engagement strategies, downtown development plans, pattern books, data analysis, and report design. She also provides planning services, such as site plan review and analyzing zoning requests, all of which builds from Liz's previous experience of serving as a County Planner. Her combined planning and graphic design skills provide unique products that suitably serve their distinct communities.

SELECTED EXPERIENCE

Sturgis Master Plan Sturgis, Michigan Excellence Award in Community Outreach - Michigan Association of Planning, 2020

Project Rising Tide

Statewide Planning Initiative providing planning and zoning services to 10 communities throughout Michigan

Redevelopment Ready Communities Technical Assistance Services

Michigan Economic Development Corporation

City of Lincoln Park Planning Services

City of Lincoln Park, MI

City of Rochester Master Plan Rochester, MI - in progress

City of Roseville Analysis of **Impediments** Roseville, MI

City of River Rouge Zoning Ordinance River Rouge, MI

City of Ypsilanti Master Plan & Sustainability Plan Ypsilanti, MI -

City of Sturgis Parking Study Sturgis, MI

Eveline Township Master Plan Eveline Township, MI - in progress

Oscoda Township Master Plan Oscoda Township, MI - in progress

City of Warren Master Plan Warren, MI

Grand Traverse County Civic Center Site Design

Grand Traverse County, MI

Lake City Area Master Plan Lake City, MI Lake Township, MI Forest Township, MI

Boyne City Parks & Recreation Plan Boyne City, MI

Charlevoix County Parks & Recreation Plan Charlevoix County, MI



Rowan Brady Project Professional and Urban Technology

Rowan joined Beckett & Raeder, Inc. (BRI) as an Intern in 2018. After finishing his undergraduate degree in the Spring of 2019, Rowan remained at Beckett & Raeder, Inc. and is pursing a Master's degree in Urban and Regional Planning at the University of Michigan-Ann Arbor. Rowan is a Geographic Information System (GIS) specialist and contributes data input, analysis, and mapping to many of BRI's community planning projects.

EDUCATION

Master of Urban and Regional Planning University of Michigan, Ann Arbor

Bachelor of Arts, Environmental Science, University of Michigan, Ann Arbor

AFFILIATIONS

American Planning Association

SELECTED EXPERIENCE

Michigan Economic Development Corporation, Project Rising Tide Michigan Economic Development Corporation, Economic Development Board Training Curriculum

City of Warren Master Plan City of Warren Zoning Atlas Digitization and Update

Michigan Department of Health and Human Services ,Climate Health Adaptation Interactive Mapping Platform

City of Lincoln Park Master Plan Lincoln Park, MI

Wexford County M-115 Corridor Study

Wexford County, MI

Clam Lake Township Zoning Ordinance Clam Lake, MI

Clam Lake Township Master Plan Clam Lake, MI

Banks Township Master Plan Banks Township, MI

East Jordan Master Plan East Jordan, MI Hayes Township Master Plan Hayes Township, MI

Village of Kalkaska Zoning Ordinance Village of Kalkaska, MI

Lake City Area Master Plan Lake City, MI

Traverse City and Garfield Township Recreation Authority Public Visioning Traverse City, MI

Sugar Island Township Zoning Ordinance Sugar Island Township, MI

City of Sturgis Master Plan Sturgis, MI

City of Ypsilanti Sustainability Plan Ypsilanti, Ml

Grand Blanc Township Master Plan Grand Blanc, MI

Michigan Department of Natural Resources, Park General Management Plans



iv.

Scope, Approach, and Schedule

TASK 1: PROJECT INITIATION AND BACKGROUND

1.1 Kick-Off Meeting

Host a kickoff meeting to discuss the final work plan and any special considerations in the planning process. We suggest the formation of a Master Plan Steering Committee, consisting of representatives from elected officials, the Planning Commission, staff, local institutional, and business owners. This meeting will also establish basic attitudes and priorities relative to the community outreach process and methodology. As a part of the kick-off process, the BRI team will take a tour of the community with City staff to visit areas of concern and areas of potential redevelopment.

TASK 2: EXISTING CONDITIONS

2.1 Existing Plans and Documents

Identify with the Steering Committee, existing community and economic development plans or projects which will have a bearing on the direction of the project. Community planning documents will be reviewed including the Zoning Ordinance, 2017 Master Plan, 2016 Thoroughfare Master Plan, 2021 Capital Improvement Plan, 2020 Oakland County Community Economic Development Strategy, and other relevant plans. We request access to GIS parcel data for mapping and spatial analysis tasks.

2.2 Data and Trend Updates

This section of the Master Plan will be treated similarly to an executive summary. It will briefly touch on the highlights of the city's major elements before delving into them more deeply in subsequent sections. BRI will update the demographic (including socioeconomic), housing, and employment sector using 2020 Census data where possible, updated American Community Survey estimates, SEMCOG studies, and Esri reports. Furthermore, BRI will use assessing data to update the Existing Land Use map, work with city engineers to evaluate infrastructure capacity in relation to growth, and map natural features and open spaces to evaluate their presence in the built environment. Commuting patterns and nonmotorized will be also explored. This information will be pulled into the goals and objectives section to convey the connection between the city's people, land, and structures to policy.

OPTIONAL: A condensed version of the existing condition pairs nicely with an online interactive platform for residents to engage with. For those not likely to read the entire Master Plan, this is an intermediary step to introduce the planning process to them. BRI proposes an interactive Master Plan that presents a "highlights reel" of need-to-know information and graphics for the public to follow along with the city's proposed actions.

TASK 3: PUBLIC PARTICIPATION 3.1 Community Survey

A survey would be drafted to understand residents' present attitudes, behaviors, and priorities. A survey postcard, announcing the survey with a link to complete it, will be developed to share online and at sites across the city. A survey summary report will be shared with the Steering Committee. The results will be scattered throughout the plan where relevant, and the full results may be saved in the appendix. The results from the National Survey Community Livability Report

and other relevant surveys will be also incorporated into the plan's narrative. A strong push to send the postcards to underrepresented groups will be necessary. This will need to be done in conjunction with the city's established networks.

3.2 Focus Groups

As themes arise from the survey and in meetings with the Steering Committee, focus groups will be established around the city's top five priorities (i.e. growth management, housing, shopping centers, sustainability). BRI will help the city convene these groups based on their level of expertise and/or interest in the topic, and a virtual session will be conducted with each group to record concerns and potential strategies. It is BRI's recommendation that one focus group be dedicated to the city's youth - if planning is a future-oriented endeavor, then the youth should be invited to share their thoughts on what attracts them to the places they want to live as young adults.

3.3 Scenario Planning

Scenario planning is a powerful decision-making tool that projects future land use trends and the implications of the potential development scenarios on the population, economy, and environment. Scenario planning is often used to provide decision-makers flexible action strategies that can respond to development patterns as they happen in real time.

- Identify sub-areas for scenario planning for in-depth analysis. Potential areas include neighborhoods undergoing significant redevelopment, corridors, or areas with high degrees of vacant land.
- Create custom land use profiles. The land use profiles are created based on existing land use categories such as single-family homes or industrial properties. Using existing land use types provide the most accurate scenarios because the underlying land use assumptions are based on reality.
- Conduct scenario planning community engagement. During a community engagement session participants will be split into three groups: low density, medium density, and high density. Each group will then be given a printed map showing the sub-areas identified for scenario planning and a series of wooden blocks that signify each of the land use profiles and that reflects their scenario. Groups will be asked to arrange their blocks in each sub area according to their preferred orientation and composition. Then, their scenarios will be analyzed in real time to determine the housing and economic impacts. After results are shared with the groups, they will be given the opportunity to adjust their block orientation and composition without restrictions on the type or number of blocks they can use.
- Incorporate scenario planning results into the build out and future land use plan. The results of the scenario planning exercise will be incorporated into the residential build out analysis and will be reflected in the future land use plan.

TASK 4: ENVIRONMENT & OPEN SPACE

4.1 Natural Features and Resiliency

While sustainability is a broad term that can be incorporated into any topic, it couples nicely with natural features and open space. In built out cities, environmental preservation is a challenge but an essential step in building resiliency. This section will discuss the city's sensitive natural features, the ecosystem services they provide, and how to protect and enhance them to strengthen the city's fight against extreme weather through the development process and land use policy.

Moreover, it will include data about Michigan's renewable energy future and how the city can participate.

TASK 5: MARKET ANALYSIS AND LAND USE

5.1 Market Analysis

BRI will analyze regional and local residential commercial, office, and industrial markets and land use trends to project the future changes to the city's taxable value of existing and vacant property. The future projected revenue will be compared against the projected cost of public services based to calculate the gap between revenues captured and services provided.

5.2 Projected Taxable Value

In addition to projecting the changes to existing property, BRI will project the future taxable value of the future land use plan to highlight how the zoning changes recommended in the Master Plan will impact future taxable value and revenues.

TASK 6: INFRASTRUCTURE PLAN

6.1 Thoroughfare Master Plan

Update the regional transportation model and analyze it for future road needs 5-10 years into the future. This model will include the city's Complete Streets policy for anticipated right-of-way widths.

6.2 Road Committee Discoveries

Review and incorporate the Road Committee Discoveries into the Master Plan regarding public safety, local roads major roads, traffic improvements, design, and long-term planning.

6.3 Walkable Committee

Summarize the major findings of the Walkable Committee's Non-Motorized Master Plan and incorporate actions into the implementation section of the Master Plan.

6.4 Infrastructure Capacity

In conjunction with the city Engineer, BRI and HRC will review the city's water, sewer, and stormwater capacity. Included in this evaluation will be a discussion of infrastructure updates needed to adapt to climate change. With climate variability, other forms of infrastructure will need to be protected, namely in a digital world, our access to the internet. BRI will also review broadband access and the potential impacts of not expanding such a services or leaving it vulnerable to extreme weather.

6.5 Green Infrastructure

Recreational spaces will be discussed in terms of what they offer the community socially, but primarily in how they provide a green form of infrastructure for stormwater capture, carbon sequestration, and soil erosion prevention.

TASK 7: HOUSING PLAN 7.1 Residential Build Out

Housing is an urgent and controversial issue across Michigan. To help mitigate negative reactions from the community, the results from the subarea scenario planning exercise will be included in the residential build out analysis and extrapolated citywide.

7.2 Housing Type and Affordability

In addition to understanding how many more units need to be supplied for population projections, BRI will also evaluate housing types from the missing middle spectrum and discuss how they match with different demographic groups' needs, namely in terms of affordability. Two groups will be analyzed, those in the city and those living in the region. Using proprietary data, BRI can pull the desired housing format by group and supplement with sales data to determine price thresholds for each group.

TASK 8: ECONOMIC DEVELOPMENT & REDEVELOPMENT STRATEGY

8.1 Economic Trends and Program

Discuss broader economic trends and how they are felt in Novi. This would include employment composition, growing and shrinking sectors, and an evaluation of the city's economic development programs.

8.2 Redevelopment Site Selection and Prioritization

With this basis of information, specific land uses that will benefit the city can be identified and tied to existing redevelopment sites. Using an evaluation matrix, we will collaborate with the Steering Committee to determine priority redevelopment sites and strategize on appropriate redevelopment land uses. A large focus of this section of the plan will be on Novi's regional shopping centers and how to repurpose them in the face of online shopping and the lingering effects of COVID-19. We will use focus group findings, market data, and design best practices to provide a direction for adaptive reuse.

TASK 9: CORRIDOR DEVELOPMENT

9.1 Access Management

HRC will review the Twelve Mile Road Corridor for access management best practices to see if the design plan fits into other corridors in Novi. This analysis will include a look at curb cuts, medians for pedestrian refuge, the Complete Street policy, traffic flow, and other relevant factors.

9.2 Placemaking Attributes

BRI will review the Twelve Mile Road Corridor design for placemaking features such as aesthetics, connectivity, nodes, gateways, and nonmotorized friendliness. Additional recommendations for physical design may be incorporated in the Master Plan.

TASK 10: GOALS, OBJECTIVES, AND IMPLEMENTATION STRATEGIES 10.1 Goal and Action Refinement

The list of goals and actions is relatively fresh, but in need of an update to eliminate actions that have been accomplished and identify barriers that prevent achieving actions. The Steering

Committee will refine and condense goals so that they are more specific and tied to metrics to measure progress over time. Actions will be phased along a recommended timeline for completion, emphasizing the first five years after adoption but going beyond that threshold to also incorporate long-term change up to 20-years out. Actions can be laid out in a table or in a flowchart to depict next steps should an action not provide the desired outcome. As is outlined in the RFP, the following topics will be included in the Master Plan narrative and in the action plan:

- Regional Mall re-visioning recommendations
- Redevelopment opportunities
- Corridor development and planning
- Review of placemaking centers, nodes, corridors, and appropriate strategies
- Housing needs and strategies

TASK 11: FUTURE LAND USE

11.1 Future Land Use Plan

Pursuant to the Michigan Planning Enabling Act, a final future land use plan and future land use map will address recommendations based upon the plans' overarching goals and objectives and the recommendations from the future land use map. Evaluate existing land use patterns, present trends, and future desired development densities through available data and land use information, utilizing all pertinent information, reports and studies on file, current assessing data, geographic information databases, and other sources to determine which areas are suitable for growth and/or preservation.

11.2 Zoning Plan

Pursuant to the Michigan Planning Enabling Act, a zoning plan and zoning map will address recommendations relative to the number of zoning districts and relocation of zoning district boundary lines based upon current land use and future growth projections.

11.3 Ordinance Review

A review of the Zoning Ordinance will be conducted relative to the goals, objectives, and strategies set forth in this Master Plan. It is anticipated that recommendations for the ordinance review will be encompassed in both the zoning plan and action plan, as any identified strategies for change will be included in these actionable items.

TASK 12: DELIVERABLES AND ADOPTION PROCESS

12.1 Final Report

Write the Master Plan in accordance with the 2008 Michigan Planning Enabling Act (MPEA). Summarize public input, existing conditions, and a strategic framework.

12.2 Public Review

Post the draft Master Plan and attachments in PDF format on the city and project websites for public review and comment. Disseminate the draft Master Plan to adjacent municipalities, authorities, and boards as specified in the MPEA.

12.3 Public Hearing

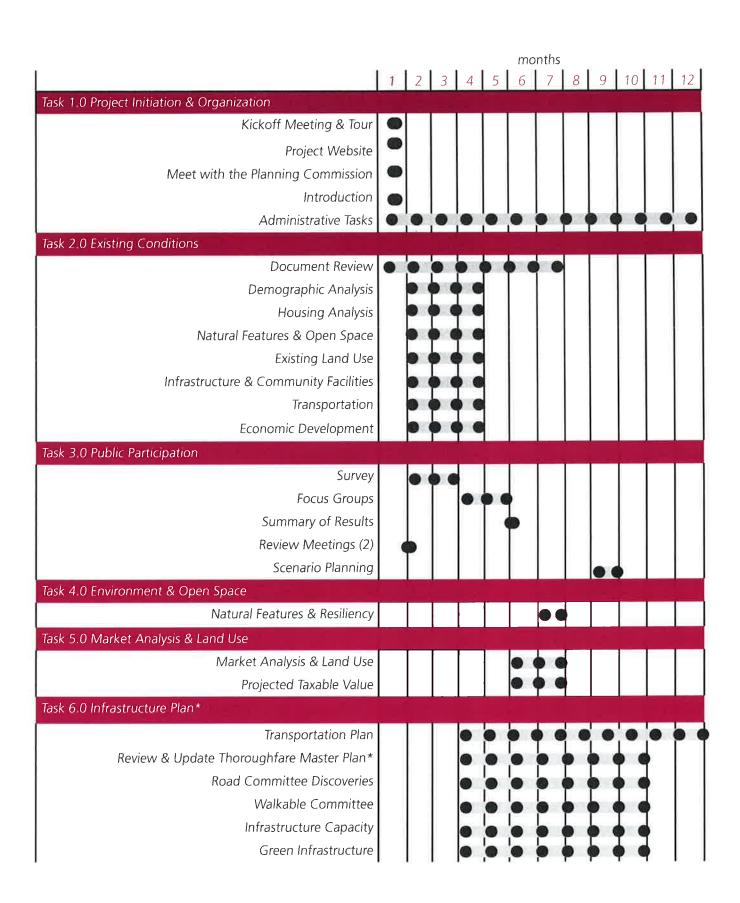
BRI will attend a public hearing and make a presentation on the draft plan to the Planning Commission. Any public input received will be documented.

Deliverables:

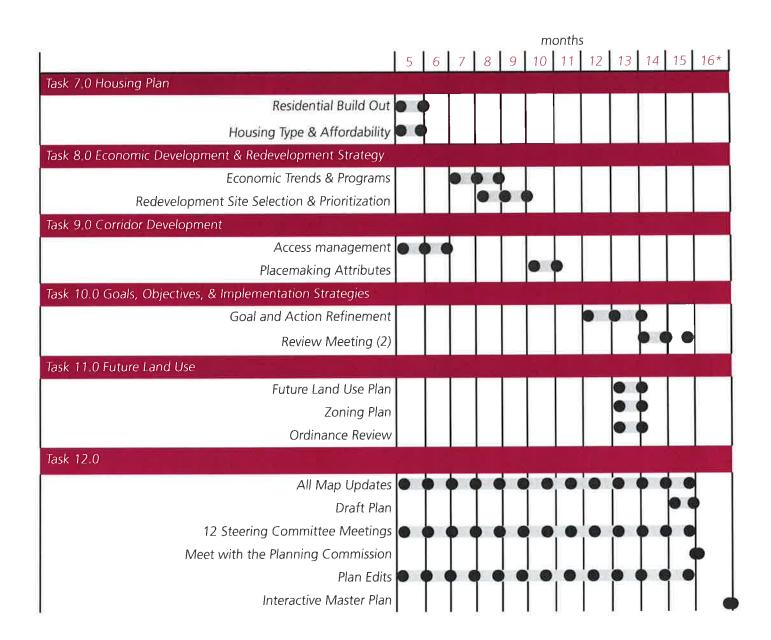
At the end of the project BRI will deliver to the client the following:

- Any input received from the community engagement compiled and summarized in a project memorandum;
- All digital information, documentation, maps, graphics, and educational materials;
- 1 unbound copy of the approved Master Plan and 1 digital version;
- 1 copy of the Future Land Use Map large format;
- OPTIONAL: Interactive Master Plan (digital);
- Data sets and map layers compatible with the City's GIS system;
- Electronic copies of all text, maps and graphics in the final report and plan in Word/ Publisher or comparable format for editing.

Preliminary Schedule



Preliminary Schedule



^{*} At 16 months, the Master Plan enters the mandated 63-day review period, then public hearing, then Council approval so the final deliverables will likely come in month 19.



v.
Experience &
Examples

Landscape Architecture Planning, Engineering & **Environmental Services**

Warren Master Plan

Warren, Michigan

2021 Michigan Association of Planning Daniel Burnham Award for a Comprehensive Plan

The City of Warren, Michigan's third largest city, had not updated its Master Plan since 1966, and was in need of a new framework to manage its many competing and overlapping systems. The framework's utility comes from an emphasis on integration: small, neighborhood-friendly commercial nodes are moved closer to residential neighborhoods, density is increased on opportune corridors coupled with strategic transportation upgrades for nonmotorized and public transit options, and simultaneously green space is preserved for urban refuge. Not only are these changes based on best planning practices, the proposed actions came from residents who crave the convenience of walking to essential goods and services and having greater housing options.

The plan also focused on completely new areas of planning since the 1960s — historic preservation and resiliency. Guidelines for the historic commission are strengthened to commemorate buildings that predate the City's incorporation that are not adequately protected. The resiliency section takes stock of the city's most sensitive lands, structures, and people to target distribution of resources now and in the event of a catastrophe. This plan is truly comprehensive in that it protects the City's historic legacy, thoroughly examines existing conditions, and strategizes for self-preservation against future scenarios.







interactive

Landscape Architecture Planning, Engineering & Environmental Services

Jackson Master Plan

Jackson, Michigan 2016 Daniel Burnham Master Plan Award

When the City of Jackson decided to write a new master plan after several updates to the previous plan, the community wanted a bold, forward-thinking document that would support the considerable investment already taking place, and capitalize on the momentum from that investment to create transformational change in this mid-sized urban core community. To accomplish this successful transformation, Beckett & Raeder designed the master plan around the community-based, form-driven Placemaking process.

A series of community workshops organized by the City's electoral wards provided both a broad picture of the desired change as well as a specific and extensive list of citizen-generated priorities and strategies. A physical survey of the entire jurisdiction was conducted to delineate and characterize eight distinct districts and 32 unique neighborhoods within the City. Beckett & Raeder then performed economic and built form analyses on each of these geographies in order to determine areas of relative need and strength.

The resulting recommendations reflect the citizens' vision and present a sequential, actionable, datajustified series of steps to achieve it. Projects are geographically concentrated by phase in order to offer opportunities for synergy as well as to build community confidence by showcasing these successes.













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interactive

Landscape Architecture Planning, Engineering & **Environmental Services**

Henry Street Redevelopment Project

Norton Shores, Michigan

The Great Recession of the early 21st century resulted in vacant and underutilized properties all across Michigan and the United States. Some of these properties, such as a collection of sites along the Seminole Road and Henry Street corridors in the City of Norton Shores, have since begun to represent opportunities to welcome well-suited new investment into the community.

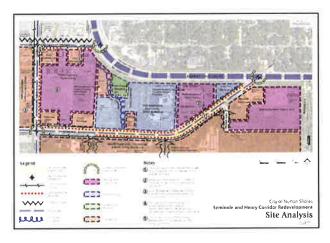
The largest property, a former KMart site facing Henry Street on the west end of the study area, is surrounded by the parking and outlot land uses that accompany

the traditional big-box format. On the opposite site of the study area, the "Eastowne" project site at the intersection of Business Route US-31 and Seminole Road is a partially completed project that was halted during the downturn. Recognizing the potential for community impact, the City of Norton Shores took a proactive partnership approach to the redevelopment. Retail and residential market analyses were conducted to provide a better understanding of the community's commercial and housing needs, and redevelopment concepts incorporating these needs were developed in collaboration with City staff, City Council, local stakeholders, and the site's owners.

The City also developed a design plan to promote access to the site, and to maximize both function and aesthetics. Internal, multimodal connections among the varied businesses within the development have been developed. Public realm improvements such as sidewalks and nonmotorized pathways, uniform lighting, and street amenities are understood to offer vital support to private investment. The City's proposed streetscaping program responds directly to the need to transform these heavily auto-centric corridors into spaces which welcome multiple modes of transportation.









Landscape Architecture Planning, Engineering & Environmental Services

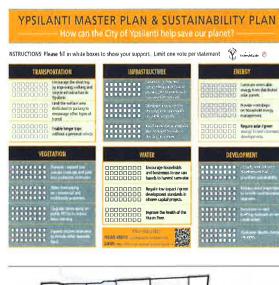
City of Ypsilanti Sustainability Plan

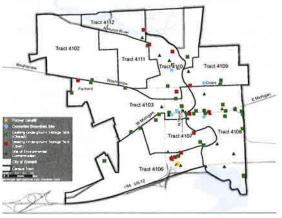
Ypsilanti, Michigan

The city of Ypsilanti has long been a leader in Michigan for sustainability planning, and the push to amend the Master Plan to incorporate a comprehensive Sustainability Plan demonstrates that. The Sustainability Plan includes a thorough Greenhouse Gas Inventory that compares results from five years prior to gauge progress, determine where the city can focus emission reductions, and where it can significantly influence reductions in other sectors. In addition, a comprehensive inventory of local and regional sustainable policies and environmental challenges were completed. Combined with extensive community engagement, a suite of wide-ranging mitigation and adaptation recommendations were provided that were based on climate change predictions from University of Michigan's GLISA. The action plan was prioritized based on a triple bottom line framework of equity, environment, and economics.









i interactive

Landscape Architecture Planning, Engineering & Environmental Services

Adrian Property Information Packages Adrian, Michigan

Adrian is a college town and a core city with the uncommon combination of a growing youth population and an industrial legacy that has led to some challenges in the housing market. The uniformity of the current housing stock did not adequately meet the changing needs of young professionals, moderate income households, and retirees. A group of stakeholders convened to identify sites that were prime for redevelopment to address the shortage of modern and financially attainable housing formats. In addition to housing sites, two adjacent sites, a community college and a major employer, were selected to improve the physical connection between them through a pedestrian bridge over M-52.

BRI and Architects Design Group conducted three site assessments: a vacant lot that was formerly an elementary school, an office building on the edge of downtown, and Jackson Community College with a growing employer across the street. Using housing and employment data, conceptual drawings were created to show the potential each site had at fulfilling its highest and best use with an emphasis on connectivity and neighborhood integration.











Landscape Architecture Planning, Engineering & Environmental Services

Plymouth Road Corridor Redevelopment

Livonia, Michigan

In 1996 Beckett & Raeder was commissioned by the City of Livonia Plymouth Road Development Authority (PRDA) to prepare a development for the six-mile corridor. The PRDA was created under the Downtown Development Authority statute due to the absence of a Corridor Improvement Authority statute. The Plymouth Road corridor extends along Plymouth Road (former M-14) from Inkster Road on the east to Levan Road on the west. The corridor includes a mix of individual lot retail, small shopping centers, restaurants, offices, car dealerships, and light industrial.

During the next ten years the PRDA, with the advice and design services of Beckett & Raeder, undertook a series of projects including the installation of uniform corridor lighting, landscaping, resignalization of intersections, installation of sidewalks, bus shelters and waiting areas, and a grant program for facade renovations. In response to the public investment the former Wonderland Mall was demolished and replaced with a new multi-million dollar project involving Wal-Mart, Target, and a variety of smaller national chain retailers into a planned commercial development. In addition, a former multi-screen theater complex was demolished to accommodate a mixed-use development including the first introduction of residential development on the corridor.

As improvements progressed in a planned manner from east-to-west along the corridor access management practices were employed to close and consolidate curb cuts, reorganize parking circulation, and where practical, construct new public parking facilities. Once regarded as a declining commercial strip, Plymouth Road is now considered one of Livonia's viable commercial and business centers.







ENGINEERING SERVICES | TRAFFIC ENGINEERING



City of Rochester Hills Transportation Master Plan







Figure 5: CORRIDOR AND INTERSECTION RECOMMENDATIONS

Owner

City of Rochester Hills 1000 Rochester Hills Dr. Rochester Hills, MI 48309 Paul Davis, PE (248) 656-4640

HRC Project Number 20190593

Start Date October 2019

Completion Date February 2021

Project Budget \$ 168,796



PROJECT DESCRIPTION

The City of Rochester Hills hired MKSK Studios with Hubbell, Roth & Clark, Inc. (HRC) as a subconsultant to develop the City's Transportation Master Plan. HRC provided project management, traffic safety, capacity, and GIS analyses, project ranking, and recommendations. MKSK was the prime consultant and provided transportation planning and public engagement. HRC also conducted a capacity analysis for the Livernois Road Corridor to determine if future capacity improvements would be necessary.

The Transportation Master Plan reviewed the entire transportation system, including vehicles, pedestrians, safety, and congestion. The Plan provided recommended improvements and best practices for accommodating future growth and trends. The Plan emphasized improvements to priority corridors to address capacity issues, overall system management (traffic improvements and signal technologies), and planning for emerging technology and travel modes beyond just vehicles. An Action Plan summarized and prioritized the recommended improvements to the transportation system in Rochester Hills over the next 10-15 years. This Action Plan included critical implementation factors, such as cost estimates, logical phasing options, and potential funding sources.

The engagement was a critical component in the overall planning process. City Administration, agencies and stakeholders, City Council, City Planning Commission, and the community were all prompted to weigh in on future transportation improvements in Rochester Hills. Both in-person and virtual meetings and workshops took place throughout the process. A project website allowed for continued input, and an online survey was sent out to get feedback from the community on transportation priorities.

References



CITY OF WARREN

1 City Square Warren, MI 48093

Ronald Weurth

Planning Director 586.574.4687 rweurth@cityofwarren.org

CITY OF NORTON SHORES

4814 Henry Street Norton Shores, MI 49441

Robert Bilkie

City Planner & Zoning Administrator 231,799,6800 rbilkie@nortonshores.org

CITY OF EAST JORDAN

201 Main Street PO BOX 499 East Jordan, MI 49727

Thomas Cannon

City Administrator 231.536.3381 tcannon@eastjordancity.org

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

300 N. Washington Sq. Lansing, MI 48913

Michelle Parkkonen

Managing Director, Technical Assistance Programs Community Development 517.599.8796 parkkonenm@michigan.org

CITY OF LINCOLN PARK

1355 Southfield Rd. Lincoln Park, MI 48146

John Myers

Chief Building Official 313-386-1800 ext. 1224 jmeyers@citylp.com

CITY OF ROCHESTER HILLS

1000 Rochester Hills Dr Rochester Hills, MI 48309

Paul Davis, PE 248.656.4640 davisp@rochesterhills.org



involve

Thank you.

John Iacoangeli, FAICP, PCP, LEED AP, CNU-A, FBCI 734.663.2622 | jri@bria2.com

Beckett&Raeder

REQUEST FOR PROPOSALS (RFP)
REQUEST FOR PROPOSALS (RFF)



NOTICE - CITY OF NOVI

CONSULTANT - MASTER PLAN FOR LAND USE

REQUEST FOR PROPOSALS

The City of Novi will receive sealed proposals for **Consultant - Master Plan for Land Use** according to the specifications of the City of Novi.

Sealed proposals, with fees submitted in a separate sealed envelope, will be received until **2:00 P.M.** prevailing Eastern Time, **Thursday**, **October 14**, **2021**. Proposals shall be addressed as follows:

CITY OF NOVI FINANCE DEPARTMENT

45175 Ten Mile Rd. Novi, MI 48375-3024

OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED

"CONSULTANT - MASTER PLAN FOR LAND USE"

AND MUST BEAR THE NAME OF THE PROPOSER.

The City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest proposer, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Jessica Dorey Finance Department

Notice dated: September 16, 2021

NOTICE TO PROPOSERS:

The City of Novi officially distributes RFP documents through the Michigan Intergovernmental Trade Network (MITN). Copies of RFP documents obtained from any other source are not considered official copies. The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain RFP documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.



CITY OF NOVI

CONSULTANT - MASTER PLAN FOR LAND USE

INSTRUCTIONS TO PROPOSERS

This section is intended to provide interested consultants with sufficient information to enable them to prepare and submit proposals for consideration by the City of Novi.

IMPORTANT DATES

RFP Issue Date September 16, 2021

Last Date for Questions Thursday, October 7 by 12:00 P.M.

Submit questions via email to: Barbara McBeth, City Planner bmcbeth@cityofnovi.org

Response Due Date Thursday, October 14, 2021 by 2:00 P.M.

Anticipated Award Date November 22, 2021

QUESTIONS

Please email all questions to the staff member listed above. Please write the name of the RFP in the subject line. If you write anything else in the subject line, your email may be deleted as spam.

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services.

PROPOSAL SUBMITTALS

Submitted proposals shall include:

The completed Bid Form and Contractor Questionnaire

FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

Provide **one (1)** unbound original copy of your bid signed in ink. No other distribution of the proposals will be made by the Contractor. Proposals must be signed by an official authorized to bind the Contractor to its provisions.

FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

CHANGES TO THE RFP/ADDENDUM

Should any prospective Proposer be in doubt as to the true meaning of any portion of the Request for Proposal, or should the Proposer find any patent ambiguity, inconsistency, or omission therein, the Proposer shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the specified person by the date listed above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the RFP and shall be taken into account by each proposer in preparing their proposal. Only written addenda are binding. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on proposal form.

SUBMISSION OF PROPOSALS

Proposals must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of RFP. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed proposals must arrive at City Clerk's Office, on or before the specified time and date. There will be no exceptions to this requirement. Proposal is considered received when in the possession of the City Clerk. The Clerk's Department time stamp will determine the official receipt time. Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposal. Proposals received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone proposals are not acceptable. The City of Novi shall not be held responsible for lost or misdirected proposals. The City reserves the right to postpone an RFP opening for its own convenience.

Proposals must be clearly prepared and legible and must be signed by an Authorized Representative of the submitting Company on the enclosed form. Proposals must show unit and total prices. ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

A proposal may be withdrawn by giving written notice to the Purchasing Manager <u>before</u> the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Proposers are expected to examine all specifications and instructions. Failure to do so will be at the proposer's risk.

Failure to include in the proposal all information requested may be cause for rejection of the proposal.

Any samples, CDs, DVDs or any other items submitted with your proposal will not be returned to the contractor.

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

USE OF THE CITY LOGO IN YOUR PROPOSAL IS PROHIBITED.

CONSIDERATION OF PROPOSALS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the proposer states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The City hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

RESPONSIVE PROPOSALS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. Unit prices shall be submitted if space is provided on proposal form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete proposal if material information requested is not furnished, or where indirect or incomplete answers or information is not provided.

EXCEPTIONS

The City will not accept changes or exceptions to the RFP documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the proposal form. If Contractor neglects to make the notation on the proposal form but writes it somewhere else within the RFP documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the RFP documents will be applicable during the term of the contract.

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered. The City reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest proposer, waive any irregularities or informalities or both, to reject any or all proposals, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi.

After contract award, notification will be posted on the MITN website at www.mitn.info.

The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

SELECTION PROCESS

This document is a Request for Proposals. It differs from an Invitation to Bid in that the City is seeking a solution as described herein, and not a bid meeting firm specifications for the lowest price. As such the lowest price will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based on criteria formulated around the most important features of the service, of which qualifications, experience, capacity and methodology, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a contractor's approach meet s the desired requirements of the city. Those criteria that will be used and considered in evaluation for award are set forth in this document.

GENERAL CONDITIONS

INSURANCE

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful proposer prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

TAX EXEMPT STATUS

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful proposer with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

FREIGHT CHARGES/SHIPPING/HANDLING

All bid/proposal pricing is to be F.O.B. destination.

INVOICING

Invoices must be mailed to: City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375. We do not accept emailed or faxed invoices.

CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful proposer will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

NON-DISCRIMINATION

In the hiring of employees for the performance of work under this contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion,

race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF PROPOSAL CONTENT

Should a contract ensue, the contents of the proposal of the successful Proposer may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this RFP is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and concise description of the contractor's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by proposers prior to issuance of a contract.

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.

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the offerer certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

- (a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any other Competitor; and
- (b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

- (c) He is the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) He is not the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



CITY OF NOVI, MICHIGAN

CONSULTANT - MASTER PLAN FOR LAND USE

SPECIFICATIONS

OVERVIEW:

The Novi community and organization

The City of Novi, Michigan is soliciting qualified consulting firms to submit a proposal to assist the City with the preparation of a comprehensive update to the Master Plan for Land Use for the City. The Master Plan for Land Use was last updated in full in 2017, and there has been substantial growth and development since that time. The City is therefore seeking a comprehensive update to the Master Plan for Land Use which will serve as the principal planning document for Novi's future growth.

It is expected that the consultant services will be a part of a collaborative effort with members of the Community Development and other City staff, the Planning Commission, and community stakeholders. Time is of the essence in this work; the consultant portion of this work is to be completed and ready for presentation to the Planning Commission by July 1, 2022. Firms capable and prepared to meet this timeframe should express interest.

Independent professional policy and land use recommendations are encouraged from those making the proposals and will be reviewed and evaluated based on the best interest of the City.

General information regarding the City of Novi is available at <u>cityofnovi.org.</u> The adopted Master Plan for Land Use is available here.

BACKGROUND:

The City of Novi is located in southwestern Oakland County, generally bounded by Eight Mile Road on the south and Fourteen Mile Road and Pontiac Trail on the north, and extending from Haggerty Road on the east, to Napier Road on the west. The City of Novi contains more than 31 square miles.

Novi experienced an increase in population of 11,019 people or 20 percent in the decade from 2010 to 2020, with a total of 66,243 residents reported by the US Census in the year 2020. This followed the 16.5 percent increase in population in the prior decade from 2000 to 2010.

The City believes that much of the content of the adopted Master Plan for Land Use remains applicable, but that the City wishes to consider new perspectives in this review and determine whether the vision, goals, objectives and policies should be retained or revised in the updated plan. Special focus of the plan will be to gain a better understanding of the future Novi's regional center shopping zoning districts through discussions with stakeholders, and review of other successful examples for reimaging of regional shopping centers, the possible adaptive reuse of the existing buildings, and alternative land uses that may be appropriate in these districts. Another topic of concern is the future build out of the city and the sustainability of the tax base moving forward.

Over the last ten years, development activity in Novi has continued at a brisk pace, including significant new residential subdivisions, high tech research and office developments in Novi's Office Service and Technology districts, and new small retail center redevelopments throughout the City of Novi. The goal of the Plan is to provide a documented city-wide vision to guide the growth, development and redevelopment of the city.

REQUIRED PLAN COMPONENTS:

The Master Plan for Land Use must meet or exceed all elements required under P.A. 33 of 2008, as amended, (the Michigan Planning Enabling Act, M.C.L. 125.3801 et seq.) as well as the contents of this RFP. The following are minimum components that must be included in the master plan.

I. Existing Conditions

This section of the plan will consist of an overview of the existing physical, social, and economic characteristics that may influence future land use patterns and redevelopment opportunities. At a minimum, the existing conditions element should include socioeconomic analysis, demographic information (including data from the 2020 census), employment information, existing land use patterns, infrastructure, community facilities, natural features, transportation, housing, economic development, natural resources, commerce, industry, and open space.

II. Public Participation

The consultant shall provide details of a broad-based participation plan (including digital and social media components) to solicit input throughout the Master Planning process. Participation shall include topics such as land use, future growth and development, quality of life issues, adaptive reuse of existing buildings, sustainability, and housing, and may incorporate the following:

- A. Meetings and surveys with the Planning Commission near the outset of the project to gather initial impressions.
- B. Interviews with local groups and agencies including but not limited to the City Council, the City's Boards and Commission members, the Chamber of Commerce, and members of the Development Community.
- C. Focus groups and open houses to elicit responses for specific visioning and strategies, and to initiate community-wide conversations and surveys. The public meetings may be used to gain insight into the Regional Mall revisioning project. The process shall include at least two open houses or focus group meetings to review the results of the comprehensive planning process and the draft plan. A project webpage may be considered.
- D. Public Hearings as required by State Law, and as needed to adequately receive community and stakeholder input.
- E. The results of the National Citizen Survey Community Livability Report, and other recent surveys shall be incorporated, as appropriate.

- F. City staff will assist with the public engagement and communications portion of the process. The selected team will be responsible for working with the staff to prepare the framework for the public participation, which may include the City's engagement newsletters, emails, and social media, as well as in-person or virtual events. The City will review all graphic designs before those elements are distributed. The project team will be responsible for organizing and co-leading public events with City staff.
- G. As part of the public meetings, workshops, or other planned events and for digital / social media, the Consultant shall provide presentations and written materials regarding basic concepts on updating the Master Plan for Land Use.

III. Market Analysis of Land Use Needs

The review and update of the Master Plan for Land Use should inventory current land use patterns and analyze current and projected market conditions from both a local and a regional perspective to determine how market conditions and trends could impact future growth and development specific to residential, commercial, office and industrial uses. Results of this analysis shall be taken into consideration when developing goals/objectives/strategies as well as the future land use plan and map. The analysis should consider the sustainability of the tax base in providing the necessary services to the community in the years to come, and should discuss the fiscal implications of zoning decisions, while the city endeavors to keep Novi a vibrant and attractive place in which to live, work and play.

IV. Environment and Open Space

Novi has a history of recognizing that the quality of life of its citizens is dependent on the preservation and enhancement of natural features within the City. Those features include undisturbed natural areas, woodlands, wetlands and watercourses, public and private parks, and other open spaces. The Consultant shall assist the City by updating the natural features plan, and developing new sustainable development policies as they relate to the environment and natural resources, including components on Environmental Protection, Ground and Surface Water Protection, and Energy, and incorporating those policies into the implementation strategy and future land use plan.

V. Infrastructure Plan

The Infrastructure chapter shall include the following:

- A Transportation Plan including current modes transportation, and recommendations to accommodate potential future modes of transportation and transit needs.
- Review and update the City's existing Thoroughfare Plan to include thoroughfare and roadway designations, anticipated right of way widths. Review and update of planned future roads as designated on the plan, and incorporating the city's complete streets policy. <u>Thoroughfare Master Plan</u>
- Review and incorporation of work completed by the City's Roads Committee. <u>Roads</u> Committee Discoveries (cityofnovi.org)
- Review and incorporation of work prepared for Novi's Walkable Novi Committee including a summary of the City's Non-Motorized Master Plan and implementation updates from the most-recent annual update to the Non-Motorized Master Plan. <u>Part-1</u> and <u>Part 2</u>
- The Infrastructure chapter should also include elements on recreation, water and sewer, broadband accessibility, and responses to changing climate impacts.

VI. Housing Plan

The Housing Plan should provide a summary of growth in the housing opportunities in Novi over the last ten years, and review of the available existing housing inventories. The consultant will be asked to provide an analysis of available data on projected housing needs based on Novi's projected growth, including a housing affordability report. The consultant will be asked to prepare a build-out analysis, and estimated future population growth. The chapter should identify recent trends in housing demands including those described as missing-middle housing, and identify other opportunities, as determined to be appropriate.

VII. Economic Development

The consultant will be asked to provide a business environment overview, noting the largest employers in the City, and employment trends and projections. The plan should reference and provide information on the City's current Economic Development Programs, and provide discussion and analysis of tools that may assist in redevelopment opportunities.

VIII. Corridor Development

The City has identified the need to evaluate the **Twelve Mile Road corridor** from east of Beck Road (at the western City limits) to the start of the boulevard west of Cabaret Drive in order to review the appearance, purpose, access, and insure the future economic vitality of this corridor. Draft road design plans have been developed for a narrow boulevard design for the approximate 1.5 mile length of Twelve Mile Road; these plans will be made available to the selected consultant. There is a need to insure good access management for the existing and future businesses in this area, and determine whether the proposed design may be appropriate for other areas of the community.

IX. Redevelopment Strategy/Plan

The Master Plan for Land Use shall identify and prioritize sites, neighborhoods and/or districts that are ready for redevelopment, infill development or adaptive reuse. The Redevelopment Strategy/Plan shall contain goals/actions, implementation steps and tools for the identified sites, neighborhoods and/or districts to initiate the redevelopment process. Responsible parties and benchmarks of redevelopment of these sites shall be indicated.

A major focus of the Master Plan will be the review of the land use categories and zoning considerations for **Novi's regional and community shopping centers**, primarily in the RC, Regional Center and TC, Town Center Zoning Districts located in the area surrounding Novi Road and I-96. Given Novi's history of offering in-person regional shopping opportunities drawing population from a large part of southeast Michigan, the recent effects of declining retail sales at bricks-and-mortar stores has presented challenges for our established retail centers. Staff has begun discussing opportunities with the major stakeholders in these areas, and would like to continue to identify reasonable and realistic opportunities for diversification of uses and adaptive reuse of the existing infrastructure. Stakeholder meetings, and citizen surveys would be appropriate for the redevelopment or visioning strategy, bringing forward other examples of successful modernization, and current trends for discussion and recommendation.

X. Goals, Objectives, and Implementation Strategies

The Consultant shall assist the City in reviewing and revising the current Master Plan for Land Use goals and objectives, and outline meaningful implementation strategies going forward

to serve as a guide in defining and implementing the plan. Recommendations made should reflect the City's overall goals of encouraging quality economic development to maximize revenue and job growth, while protecting and enhancing the City's natural areas, natural features and community character.

In addition to those goals, objectives, and implementation strategies identified during the public participation processes, further review, analysis, and recommendations on the following topics should be included in the updated Master Plan for Land Use:

- Regional Mall Revisioning recommendations
- Redevelopment opportunities
- Corridor Development and Planning
- Review of Placemaking centers, nodes, corridors, and appropriate strategies
- Housing needs and strategies

XI. Future Land Use

Preparation of a land use plan for future development within the City shall include the following:

- 1. Proposed land use categories based upon the goals, objectives, and strategies of the community as well as the analysis of current and future market conditions. The narrative of these categories will need to reflect the applicable zoning district and district intent.
- 2. A future land use map and summary of the land use categories as they relate to the future land use plan must be prepared. describing each land use and the area of land occupied by each land use. This aspect will include a review and update to the Residential Densities Plan.
- 3. A zoning plan.
- 4. A build-out analysis shall be prepared based on projected future conditions.

XII. Project deliverables:

On acceptance of the final product by the City, the consultant will provide one (1) unbound copy of the final report suitable for reproduction, along with one (1) copy of the Future Land Use Plan in a large format for presentation purposes. Electronic copies of all text, maps and graphics in the final report and plan shall be provided in formats compatible with the City's systems, and in Word/Publisher or comparable format for editing. The final report and plan shall be in a form adaptable for posting on the City's web site. Data sets and map layers compatible with the City's GIS system shall be provided.

XIII. Communication and Coordination:

As a part of this RFP, the consultant is asked to identify how and when communication and coordination efforts with the City Planner will be provided.

XIV. Experience and approach:

In response to this RFP, proposals should include information regarding the consultant's (and/or sub-consultant's) experience on Master Plans and similar projects, technical approaches, key personnel, manpower available, ability to complete work in a timely manner, fee with estimate of personnel hours, pay rates (all fees provided in a separate envelope). Proposals should include the following information, presented in a clear, comprehensive, and concise manner, to illustrate the project teams' capabilities and technical approach to the work:

- <u>Title Page and/or Cover Letter.</u> Show the proposal title, the name of the organization, address, telephone numbers, email addresses, name of the primary contact person, date, and other relevant company information. Provide the names of those people authorized to make representations for the team, including their titles, email addresses, and telephone numbers. Include contact information for any proposed sub-consultants and the work they will perform.
- 2. <u>Statement of Qualifications.</u> Provide a brief introduction to the organization of the consulting Project Team. Provide a summary of understanding of the project and how the team is prepared to complete the necessary tasks.
- 3. <u>Key Staff.</u> Identify the designated project manager or primary contact and key supporting staff. Include resumes for each of the individuals and identify any subconsultants.
- 4. <u>Scope, Approach and Schedule.</u> State the services the team is proposing to provide. Describe the process and timeline that would be utilized to complete the project. Provide a breakdown of tasks, timeline, meetings, deliverables, and task responsibility.
- 5. Experience and Examples. Describe the team's experience in the preparation of Master Plans, and its ability to provide the needed services for the City, including the public engagement components. Provide examples of projects similar in similar size and scope to the request. List a minimum of three references related to similar work.
- 6. <u>Fee.</u> Provide fee in a **separate envelope**. Include the maximum fee not to be exceeded for the services to be rendered, and an hourly rate for the primary contact and supporting staff.

XV. Professional approach:

The consulting firm will represent that all tasks will be performed in accordance with generally acceptable professional standards and further represent that the advice and consultation provided will be within its authority and capacity as a professional. The firm will comply with the regulations, laws, ordinances, and requirements of all levels of government applicable to this project, including P.A. 33 of 2008, as amended, (the Michigan Planning Enabling Act, M.C.L. 125.3801 et seq.). Include acknowledgement of the above in the proposal.

XVI. Mandatory Requirements:

These guidelines are provided to assist firms submitting in response to this RFP in formulating a thorough response. The successful firm ensures and understands that:

- All licenses required by the State of Michigan are to be maintained by the firm during the course of the contract.
- All required insurances are to be maintained by the firm during the course of the contract.
- The firm will provide a single point of contact for the duration of the contract.
- The firm will ensure completion of the project in accordance with the proposed timeline as proposed by the consultant and approved by the City.
- The firm will comply with administrative procedures of the City.
- The firm will meet with applicable City departments and consultants to review specific concerns or issues.

XVII. PROPOSAL EVALUATION CRITERIA:

Proposals will be evaluated by the Qualifications Based Selection (QBS) process using the following criteria:

- 1. Prior experience and examples of work of a similar scope
- 2. Technical resources and skills to complete the work to a high standard of quality
- 3. Qualifications of the Project Manager and the project team to complete the work
- 4. Demonstrated experience in and proposals for Public Engagement strategies
- 5. Understanding of and proposed approach to the required project

The City has the right to accept or reject any or all proposals at its discretion. A team of City of Novi staff will review qualifications of firms and make a recommendation. At that point, fees will be opened and terms will be negotiated and a recommendation made to the Consultant Review Committee of the City Council. The Consultant Review Committee will review the staff recommendation and make a recommendation to the full City Council for consideration and action.

- **XVIII. Disclosures.** Proposals shall indicate any existing or potential conflicts of interest with the City and other private parties you represent. Detail current municipal contracts within Oakland, Genesee, Wayne, Washtenaw, Macomb and Livingston County. Detail property and assets owned by the firm within the City of Novi and full disclosure of your involvement in all current City of Novi projects.
- **XIX.** Insurance Requirements. See Schedule A of the attached Sample Agreement and insurance requirements.
- **XX. Attachments and Addendum.** The City of Novi may, after issuing this RFP, provide additional addendum information and requirements to this RFP prior to the deadline for submissions. All addenda will be posted on the MITN website at <u>Michigan Bids, State</u> Government Contracts & RFPs | BidNet Direct.



CITY OF NOVI INSURANCE REQUIREMENTS ATTACHMENT A

- 1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - 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.



CITY OF NOVI

CONSULTANT - MASTER PLAN FOR LAND USE

FEE PROPOSAL FORM

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

MASTER PLAN FOR LAND USE, per specifications \$	Lump Sum
Hourly rates for specific consultants \$	
We acknowledge receipt of the following Addenda:	
	(please indicate numbers)
EXCEPTIONS TO SPECIFICATIONS (all exceptions <u>must</u> b	e noted here):
COMMENTS:	

NON-IRAN LINKED BUSINESS:

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1)that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

THIS PROPOSAL SUBMITTED BY:

Company (Legal Registration)			
Address			
City			
Telephone	Fax		
Representative's Name			
Representative's Title			
Authorized Signature			
E-mail			
Date			

CONTRACT FOR PROFESSIONAL SERVICES

signo	ature ("Effective Da	te"), and	ed as made and entered in d is between the City of N 175 Ten Mile, Novi, Michigan	lovi, a Mich	igan munic	ipal
		"Client"),		, (hereinafter referred to as	whose	address	

THE CLIENT AND CONSULTANT AGREE AS FOLLOWS:

<u>Article I.</u> Statement and Performance of Work.

For payment by the Client as provided under this Contract, Consultant shall perform the work, duties and responsibilities described on and in Schedule A (the "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.

<u>Article II.</u> Timing of Performance.

Performance of this Contract shall commence on	, delivery of the
materials and performance of the work shall be completed accordi	ng to the timing set
forth as part of Schedule A. The completion date for all services	and delivery of all
materials as described in Schedule A shall be The timi	ng for performance
of any such work may also be extended, if allowed in writing by t	he Client in its sole
discretion.	

Article III. Contract Price and Payment.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the 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. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

- A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days notice in writing of such termination.
 - 2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Client up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.
- B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and 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, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.
- 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.

<u>Article V:</u> Independent Contractor/Vendor Relationship.

A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, 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.

Contractor, as an independent contractor and/or vendor, 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.

B. Contractor 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, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or subcontracted to perform the work, or any part thereof, unless approved by the Client in advance.

<u>Article VI</u>: Liability and Insurance.

- A. Contractor 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 Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.
- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term,

and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

Article VII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor 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: General Provisions.

- A. <u>Entire Agreement</u>. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. 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 Contractor'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. Contractor 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. <u>Assignment</u>. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. <u>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 Contractor that it is hired by Client to work exclusively for Client and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- F. <u>Notices</u>. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

<u>Client</u>: City Manager Peter E. Auger and City Clerk Cortney Hanson Contractor:

- G. <u>Changes</u>. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- H. <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.
- 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. <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 Contractor have executed this Contract in Oakland County, Michigan, as of the date first listed above.

WITNESS AND DATES OF SIGNATURES:	CITY OF NOVI
Date:	By: Robert J. Gatt Its: Mayor
Date:	By: Cortney Hanson Its: Clerk
WITNESS AND DATES OF SIGNATURES:	CONTRACTOR
Date:	By: name Its: title