

**CITY of NOVI CITY COUNCIL**

**Agenda Item M  
July 12, 2010**

**SUBJECT:** Approval to award a contract for the preparation of an Americans with Disabilities Act (ADA) Compliance Transition Plan, to Giffels-Webster Engineers, Inc. (GWE), for a not-to-exceed fee of \$29,840.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *RZ*

**CITY MANAGER APPROVAL:** *[Signature]* *RZ*

<b>EXPENDITURE REQUIRED</b>	<b>\$29,840</b>
<b>AMOUNT BUDGETED</b>	<b>\$0</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$29,840 (Note: Included in appropriation of fund balance estimates during budget process)</b>
<b>LINE ITEM NUMBER</b>	<b>204-204.00-974.805</b>

**BACKGROUND INFORMATION:**

The purpose of the ADA Compliance Transition Plan is to develop a long-term plan of action for bringing the City's public sidewalks and other related facilities into compliance with ADA requirements. Non-compliant areas may involve inadequate or excessive slope of sidewalks or sidewalk ramps, lack of or incorrectly placed detectable warning plates, inadequate facilities for pedestrian crossings at intersections, as well as some other common deficiencies most communities need to address. A comprehensive plan of this type is widely considered to be adequate protection against potential legal action as long as the plan identifies reasonable objectives toward City-wide compliance, and the City commits to continuous and demonstrable progress in accordance with the goals and objectives identified in the plan. The plan will identify a priority for correcting the non-compliant facilities; however, in the event that a complaint is filed, the plan will establish a grievance procedure, potentially making the area involved in the complaint a higher priority to resolve the issue in a prompt and fair manner.

The attached request for proposals (RFP) was openly solicited for professionals that are capable of developing a compliance plan. This RFP was combined with the RFP for the EECBG Non-Motorized Master Plan (being awarded elsewhere on this agenda) as these two projects have some interrelated components, potentially allowing award of both projects to the same firm. However, following review of the proposals and interviews with the top three for each project, it was determined that the projects would be awarded to two separate firms, each specializing in one of the project types. Eight proposals were received for the ADA Compliance Transition Plan, and each was evaluated using *Qualifications Based Selection*, which in addition to fee included an evaluation based on the following criteria: schedule, proposed staff and relevant experience, the firm's approach/understanding of the project, and value-added items discussed throughout the proposal. A matrix detailing proposal review scores is attached, and the following table summarizes the results of the proposal review process:

Firm	Total Fee	Total Staff Review Score	Proposal Rank
<b>Giffels-Webster Engineers</b>	<b>\$29,840</b>	<b>3355</b>	<b>1</b>
Orchard, Hiltz & McCliment	\$92,295 *	2867.5	2
Hubble, Roth and Clark	\$26,911	2652.5	3
The Greenway Collaborative	\$29,893	2227.5	4
McKenna Associates	\$29,364	2227.5	4
URS	\$97,205 *	1762.5	6
Landscape Architects & Planners	\$29,727	1477.5	7
Russell Design	\$58,000	1220	8

\* Fee included full inventory of the City, which will be completed in future phases of the plan.

Of the eight firms that submitted proposals for the ADA Compliance Transition Plan, Giffels-Webster Engineers (GWE) met all of the requirements listed in the RFP and had the highest staff review score (see attached GWE proposal dated June 8, 2010). GWE has significant experience dealing with ADA compliance issues, including the design and construction of compliant facilities, as well as the interpretation of the ADA accessibility guidelines through regular contact with the U.S. Department of Justice, the ultimate authority in resolving ADA compliance issues.

The ADA Compliance Transition Plan is scheduled to be completed by December 2010.

**RECOMMENDED ACTION:** Approval to award a contract for the preparation of an Americans with Disabilities Act (ADA) Compliance Transition Plan, to Giffels-Webster Engineers, Inc. (GWE), for a not-to-exceed fee of \$29,840.

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

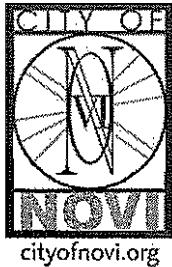
	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

**ADA COMPLIANCE TRANSITION PLAN REVIEW SUMMARY**

**SCORING CRITERIA**

1. FEE (20%)
2. PROPOSED SCHEDULE (15%)
3. PROPOSED STAFF AND RELEVANT EXPERIENCE (25%) - General experience with similar types of projects.
4. EVALUATION OF APPROACH AND UNDERSTANDING OF PROJECT (25%)
5. ANALYSIS OF SUBJECTIVE STATEMENTS (15%) - What makes them stand out / Value-added items they can provide.

	<b>GWE</b>	HRC	OHM	McKenna	Greenway	URS	Landscape Arch.	Russell Design	Total
Evaluator 1	<b>677.5</b>	562.5	532.5	432.5	472.5	412.5	302.5	207.5	3600
Evaluator 2	<b>705</b>	480	425	470	520	450	275	275	3600
Evaluator 3	<b>630</b>	630	620	330	600	405	205	180	3600
Evaluator 4	<b>695</b>	515	515	605	285	205	350	220	3390
Evaluator 5	<b>647.5</b>	680	560	390	350	290	345	337.5	3600
Total	<b>3355</b>	2867.5	2652.5	2227.5	2227.5	1762.5	1477.5	1220	
Rank	<b>1</b>	2	3	4	4	6	7	8	



**CITY OF NOVI  
REQUEST FOR PROPOSALS**

**PART A - ENERGY EFFICIENCY AND CONSERVATION  
BLOCK GRANT (EECBG) NON-MOTORIZED MASTER PLAN  
AND  
PART B - ADA COMPLIANCE TRANSITION PLAN**

This Request for Proposals (RFP) is for:

- PART A - Non-Motorized Master Plan funded through an Energy Efficiency and Conservation Block Grant (EECBG), and
- PART B - an ADA Compliance Transition Plan

The City may elect to award Part A and Part B to two different firms. The City would anticipate a discounted fee for an award of both parts.

Although there may be overlapping results and materials, the projects and final documents will be separate. Projects must be tracked separately as there are two sources of funding. Part A is funded through the federal EECBG program and therefore must comply with the Davis-Bacon Act (if applicable), American Recovery and Reinvestment Act (ARRA), the EECBG program and the City of Novi guidelines. Part B will be funded by the City of Novi and must follow the City of Novi guidelines. Reference pages 1-7 of this RFP for compliance guidelines.

The firm(s) or team(s) selected will be responsible for the tasks described below. The City reserves the right to eliminate tasks at its discretion. Final products shall be provided by December 1, 2010.

**PART A - ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) NON-MOTORIZED MASTER PLAN**

Since October 2006, the City of Novi has built over 19,000 feet of pathways and sidewalks within its borders. Since its adoption in December of 2006, the City of Novi's Pathway and Sidewalk Prioritization Analysis and Process (PSPAP or Non-motorized Plan) has been used as a tool to help develop the City's sidewalk and pathway construction schedules. The City intends to update and expand the plan. It will serve as the basis for the identifying needs and prioritizing future development of non-motorized infrastructure. It is anticipated that in the future, this pedestrian and other non-motorized focused infrastructure will reduce vehicle miles traveled.

The City will be expanding an existing non-motorized plan. The plan will follow traditional master planning practices of evaluating conditions, soliciting public input, drafting a plan, reviewing and creating a final document. The plan will identify opportunities to invest in current roadways to make them safer and more desirable for bicycle traffic and identify desirable places to add non-motorized paths. The plan will also identify opportunities to connect with existing public transportation.

The project will include the following tasks at a minimum:

- Provide a background on non-motorized transportation;
- Provide an overview of current best management practices for non-motorized transportation;
- Provide an overview of pedestrian and bicycle safety;
- Update the existing pedestrian and bicycle facilities inventory.
- Assess the state of the non-motorized facilities within the City.
- Recommend bicycle and pedestrian facility design standards including cross sections, traffic calming features, crossings, etc.;

- Develop goals and objectives for the implementation of development of a non-motorized transportation system:
  - Recommend support system changes necessary to sustain a successful pedestrian and bicycle network, including identifying potential additions and revisions to the City's Zoning Ordinance, Code of Ordinances and Design and Construction Standards to better implement the recommendations of the plan;
  - Update proposed long-and-near-term improvement recommendations for a network of non-motorized facilities and supporting facilities including: sidewalks, pathways, bicycle lanes, bicycle routes and associated accessories (including but not limited to resting places, lighting, trailheads and signage) to provide connectivity to destinations within the City and to surrounding communities and regional networks;
- Demonstrate potential energy savings using estimating daily trips to be removed from the roadway by implementing proposed improvements;
- Identify maintenance guidelines for non-motorized facilities;
- Prepare estimated annual maintenance and operation costs and recommendations for a maintenance plan, including an itemization of these estimates by description and amount along with appropriate subtotals and totals. Clarifying notes and analysis should also be included in the narrative report;
- Outline the funding needed for various components of the non-motorizing transportation network;
- Identify potential funding sources;
- Develop guidelines to institute an educational program to inform residents about the existing and planned non-motorized system and the benefits to community health, fitness, energy reduction and freedom of movement through the use of the system;
- Develop performance evaluation tools and instruments for use by City to determine levels of success after two, five, and ten year periods;
- Collect public input from forms in the City Hall lobby, on the City's webpage and at one public hearing;
- Identify sensitive areas and concerns that may have an impact on this plan and its implementation.
- Compile and analyze all data collected and compiled leading to the production of a final Master Plan document in a pdf format suitable for printing, distribution and updating by Owner – Attribute and planning data to be in format compatible with City GIS;
- Provide or update drawings or maps to support the above including:
  - Inventory
  - Phasing plan;
  - Overall routes plan;
  - Design standards;
  - Educational guidelines;
  - Supporting facilities plan; and
  - Connections to outside City of Novi non-motorized facilities.

The budget for Part A is Hourly Not-To-Exceed \$50,000.



## **PART B - ADA COMPLIANCE TRANSITION PLAN RELATED TO NON-MOTORIZED TRANSPORTATION**

This part of the project involves the development of an Americans with Disabilities Act (ADA) compliance transition plan for all City-owned pathways and associated facilities. The City intends to undergo a city-wide evaluation of the pathway network to determine ADA compliance. This evaluation will most likely be completed in a phased approach based on current and future funding available. Although all recent pathway construction has been designed with ADA guidelines in mind, the City understands that many previously constructed pathway segments may require improvement to become compliant.

The ADA compliance transition plan will include the following information and tasks at a minimum:

- Provide guidance on options available for compliance plan development, including level of detail, phasing, etc.;
- Provide a background on ADA requirements;
- Provide an overview of current best management practices for ADA compliant pedestrian facilities;
- Recommend ADA facility design standards; Recommend support system changes necessary to obtain and maintain ADA compliance for all facilities in the City's pedestrian network, including identifying potential additions and revisions to the City's Zoning Ordinance, Code of Ordinances, and Design and Construction Standards to better implement the recommendations of the plan;
- Develop goals and objectives for the implementation to bring all pedestrian facilities into ADA compliance within the City in a phased-in manner over several years;
- Propose long-and-near-term improvement recommendations to bring the City's sidewalks and pathways into ADA compliance;
- Provide cost estimates for the required components broken into categories, such as arterial streets, and collector streets and internal local residential streets;
- Outline the funding needed to bring the City's existing pedestrian facilities into ADA compliance, and identify potential funding sources;
- Prepare estimated annual maintenance and operation costs, and provide recommendations for a maintenance plan component, including itemized estimates;
- Develop performance evaluation tools and instruments for use by City to determine levels of success after two, five, and ten year periods;
- Compile and analyze all data collected leading to the production of a final ADA Compliance Plan document in a pdf format suitable for printing, distribution and future updating by Owner;
- Update existing City of Novi public non-motorized facilities inventory, in a phased approach, to include ADA compliance criteria (i.e. curb ramps, detectable warnings, slopes, signal buttons, sidewalk and pathway pavement conditions and drainage issues);
- Provide drawings or maps to support the above including:
  - Phasing plan; and
  - Design standards.

The budget for Part B is Hourly Not-To-Exceed \$30,000.

### **SCOPE OF SERVICES**

Upon authorization by the City Council, the selected consultant shall:

- 1.) Prepare a schedule indicating general time frames, benchmarks, required approvals and meetings. The schedule shall be developed after meeting with the appropriate staff.

- 2.) Prepare and present draft of plans to staff and any others as designated by the Community Development and Public Services Directors for review and recommendations. Complete necessary revisions. Final submission of plan shall consist of the following:
  - One (1) original
  - Ten (10) electronic copies in PDF format on CDs.
  - Originals or copies suitable for reproduction and updating of all data bases, graphics and artwork shall also be included.
  - All electronic data bases and maps in an updateable format compatible with the City's GIS system.
- 3.) Meet with Staff and update progress of project monthly.
- 4.) The selected firm shall participate in the public presentation of the final Non-Motorized Transportation Plan and ADA Compliance Plan to the Walkable Novi Committee, a public open house and to the elected officials for the purpose of adoption.

**DOCUMENT AND FILE FORMAT**

All documents shall be submitted to the City of Novi in an electronic format as specified by the City of Novi.

Documents: MS Word  
 Digital copies of files: ArcView Shape file, AutoCAD  
 Digital copies of maps/drawings: ArcView layouts print file or AutoCAD format (.dxf)

All digital data should correspond to:  
 Project – State Plane Coordinate System  
           Michigan, South Zone – 6401  
 Datum – NAD83, NAVD 88  
 Spheroid – GRS1980  
 Units – International Feet

**CONSULTANT SELECTION**

The selection for this project will be based on the fee proposal, the consultant's project understanding, approach, schedule, and staffing plan.

<u>Criteria</u>	<u>Weight</u>
Fee	20%
Proposed Schedule	15%
Proposed Staff and Relevant Experience	25%
Evaluation of Approach and Understanding of Project	25%
Analysis of subjective statements applicable to the project as required on the RFP (Value added items)	15%

The selected consultant will enter into an agreement with the City of Novi to perform the services listed in this Request for Proposals.

## **PROPOSAL SUBMITTALS**

To be considered, sealed proposals (**one UNBOUND original and five (5) bound copies for Part A and B**) must arrive at the City of Novi, City Clerk's Office, 45175 W. Ten Mile Road, Novi, Michigan 48375 on or before **10:00 A.M.**, local prevailing time, **Tuesday, June 8, 2010**, and clearly labeled Energy Efficiency and Conservation Block Grant (EECBG) Non-Motorized Master Plan, and ADA Compliance Transition Plan. There will be no exceptions to this requirement and the City of Novi shall not be held responsible for late, lost, or misdirected proposals. The following will apply to both Part A and Part B:

- Fee proposal for each project
- A proposed schedule for each project
- A detailed discussion of the proposed approach to the project, in detail (including any value-added concepts and related costs/savings that would improve the overall project).
- A discussion of the qualifications of team members that would be assigned to each project and qualifications of the firm for similar projects.
- A detailed cost breakdown showing the hours needed to complete each component for the project by staff (name or labor category) and hourly rate.
- A rate sheet or fee schedule depicting the consultant hourly rates that could be applied to additional work as may be necessary, for each category of staff that would work on each project.

### **USE OF THE CITY LOGO IN YOUR PROPOSAL IS PROHIBITED.**

All proposals must remain valid for one hundred twenty (120) days from due date and cannot be withdrawn during this period.

The City of Novi reserves the right to accept any or all alternative proposals and to award the project to other than the firm with the lowest fee proposal, waive any irregularities or informalities, or both, to reject any or all proposals, and in general, to make award in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi.

Questions regarding this Request for Proposals may be directed to:

#### **PART A – EECBG NON-MOTORIZED MASTER PLAN**

Mark Spencer (248) 735-5607

[mspencer@cityofnovi.org](mailto:m Spencer@cityofnovi.org)

-or-

#### **PART B – ADA COMPLIANCE TRANSITION PLAN**

Ben Croy (248) 735-5635

[bcroy@cityofnovi.org](mailto:bcroy@cityofnovi.org)

### **Attachments**

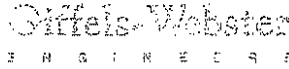
Attachment A – Insurance Requirements

### **Exhibits**

A - Fee Proposal

B - Sample Agreement





June 8, 2010

Ben Croy  
c/o City Clerk's Office  
The City of Novi  
45175 W. Ten Mile Road  
Novi, Mi 48375

Re: Successful Path to Accessibility in Novi  
ADA Compliance Transition Plan

Dear Mr. Croy:

You undoubtedly understand the complexities of ADA compliance due to your background and experience as an engineer. We believe that compliance with the Americans with Disabilities Act can be simple and affordable if planned and executed properly. With changing interpretations of the guidelines and multiple revisions to standard DOT design plans, it is important that the City hire a consultant that has a complete understanding of the nuances of ADA compliance.

Giffels-Webster is at the forefront of this specialty, having provided ADA compliance assistance throughout the country. We are trusted by the City of Detroit, having designed and field certified needed modifications to more than 200 ramps as part of perhaps the largest ADA consent judgment in the country. Similarly, Kmart turned to Giffels-Webster to complete compliance upgrades to many of their existing stores nationally.

A key differentiator of our team is that our role in helping our clients achieve ADA compliance is not limited to simply evaluating issues. Our in-house surveyors and engineers are also experienced in the design of the modifications needed. In alignment with nationally recognized best management practices we use experienced personnel from assessment through design and construction oversight to ensure compliance.

We therefore propose to bring all of our collected knowledge and experience to bear on behalf of the City of Novi in order to produce a successful ADA Transition Plan. In selecting Giffels-Webster, the City of Novi will be choosing a firm that understands ADA compliance like few others in the country. You are choosing a firm that possesses experience in design and implementation. You are also selecting a firm that has worked in Novi for years and has an established working relationship with the staff members who will be involved in this project.

Attached is our proposal to show you that we are just that team and that our goal is to create just that plan. Please make the right choice and make us a part of your team for this project. We are ever available to discuss our proposal with you, and in fact, hope you want to talk about our assumptions and ideas.

Respectfully,

GIFFELS-WEBSTER ENGINEERS, INC.

Scott T. Clein, P.E., LEED AP  
Associate

---

## Part B – ADA Compliance Transition Plan



### Table of Contents

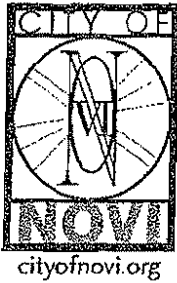
1. Fee Proposal
2. Project Schedule
3. Project Approach
4. Team Qualifications
5. Detailed Cost Breakdown
6. Rate Sheet

## **1. Fee Proposal**

Attached is our fee proposal, as required by the RFP. Please note that we have indicated a 7.5 percent decrease in our total fee if we are awarded both projects. This is possible due to the potential for scope overlap between the two projects related specifically to the Evaluation of Existing Conditions and Public Involvement phases.

There is also a savings in time and effort to be realized by the City of Novi and its staff should we be able to perform our services concurrently. Please note that our preliminary schedule identifies actual City Council and Walkable Novi meeting dates and attempts to discuss both projects at each meeting. In this way, we feel the City will be best able to leverage any potential savings.

Lastly, while we have identified the 7.5 percent reduction in our total fees, we are open to discuss how this reduction is applied. More specifically, we have suggestions related to the scope of work for each project that would provide the biggest benefit to local funds while ensuring the quality of finished work product. We look forward to discuss these items with you in more detail during the interview and/or negotiation process.



**EXHIBIT A  
FEE PROPOSAL  
CITY OF NOVI**

**PART A - ENERGY EFFICIENCY AND CONSERVATION  
BLOCK GRANT (EECBG) NON-MOTORIZED MASTER PLAN  
AND  
PART B - ADA COMPLIANCE TRANSITION PLAN**

Project	Components	Hourly Not-To-Exceed Fee
<b>PART A* - EECBG Non-Motorized Master Plan</b>	Non-Motorized Master Plan (all items listed in specifications except as noted below)	\$ 27,255
	Inventory of existing facilities	\$ 9,540
	Public Hearing Attendance	\$ 6,110
	Maintenance Plan & Cost Estimates	\$ 1,910
	<b>TOTAL PART A</b>	<b>\$ 44,815</b>

Project	Components	Hourly Not-To-Exceed Fee
<b>PART B* - ADA Compliance Transition Plan</b>	ADA Compliance Transition Plan (all items listed above except as noted below)	\$ 15,385
	Inventory and ADA Compliance Assessment of Arterial and Collector Road intersections	\$ 3,540
	Inventory and ADA Compliance Assessment of Local Road intersections	\$ 3,540
	Inventory and ADA Compliance Assessment of Arterial and Collector Road Sidewalks and Pathways	\$ 2,300
	Inventory and ADA Compliance Assessment of Local Road Sidewalks and Pathways	\$ 3,540
	Maintenance Plan & Cost Estimates	\$ 1,535
	<b>TOTAL PART B</b>	<b>\$ 29,840</b>

\*The City reserves the right to eliminate components at its discretion.

<b>Discount if awarded both parts</b>	<b>7.5 %</b>
---------------------------------------	--------------

We acknowledge receipt of the following addenda: \_\_\_\_\_

**ADDENDUM #1 May 21, 2010**

**ADDENDUM #2 May 28, 2010**

(please list numbers)

PLEASE TYPE:

Company Name: Giffels-Webster Engineers, Inc.

Address: 28 W. Adams Street, Suite 1200, Detroit, MI 48226

Agent's Name: Scott T. Clein, P.E., LEED AP

Agent's Title: Associate

Agent's Signature:  \_\_\_\_\_

Telephone Number: 313-962-4442

Fax Number: 313-962-5068

E-mail Address: sclein@giffelswebster.com

Date: June 7, 2010

### 3. Project Approach

#### Introduction

Compliance with the Americans with Disabilities Act can be simple and affordable if planned and executed properly. With changing interpretations of the guidelines and multiple revisions to standard DOT design plans, it is important that the City hire a consultant that has a complete understanding of the nuances of ADA compliance.

Giffels-Webster is at the forefront of this specialty, having provided ADA compliance assistance throughout the country. We are trusted by the City of Detroit, having designed and field certified needed modifications to more than 200 ramps as part of perhaps the largest ADA consent judgment in the country. Similarly, Kmart turned to Giffels-Webster to complete compliance upgrades to many of their existing stores nationally.

A key differentiator of our team is that our role in helping our clients achieve ADA compliance is not limited to simply evaluating issues. Our in-house surveyors and engineers are also experienced in the design of the modifications needed. In alignment with nationally recognized best management practices, we use experienced personnel from assessment through design and construction oversight to ensure compliance.

We also have taken the time to truly understand what ADA compliance means. Instead of relying upon the state road agencies to properly interpreting the ADA Accessibility Guidelines, we went directly to the source...the United States Justice Department. Our engineers regularly contact the appropriate Justice Department officers to clarify even the trickiest issues before our clients spend significant time and money trying to solve them.

It's this thorough understanding of the ADAAG and our direct contact with the Federal Government that separates us from our competition. Based on this experience, we know that a transition plan does not need to be overly complex, but rather must focus on the following four elements as specified by the Title II Technical Assistance Manual:

1. A list of the physical barriers in a public entity's facilities that limit the accessibility of its programs, activities, or services to individuals with disabilities.
2. A detailed outline of the methods to be utilized to remove these barriers and make the facilities accessible.
3. The schedule for taking the necessary steps to achieve compliance with title II. If the time period for achieving compliance is longer than one year, the plan should identify the interim steps that will be taken during each year of the transition period.
4. The name of the official responsible for the plan's implementation.

Perhaps the trickiest element is a list of the physical barriers discussed in item number 1 above. Rather than a point-by-point inventory of every instance of non-compliance, this requirement means to help outline the overall general scope of improvements to be undertaken. Therefore, the implications to this project relates to the level of detail needed for the inventory. Please refer to our methodology section on the next page for more details.

We propose to add another layer of protection for the City in this regard as well. Knowing that engineers and building officials will often need to coordinate with attorneys to resolve issues, we offer a value added solution to assist in this regard. We are confident from our experience working with the Law Department of the City of Detroit in preparing submittals to the federal court overseeing that consent judgment that we have the ability to bridge this gap. To further ensure that the ADA Transition Plan is self-sustainable, we have included Matthew Quinn, a local attorney, on our team to provide an independent legal review therefore adding one more layer of assurance for the City.

We therefore propose to bring all of our collected knowledge and experience to bear on behalf of the City of Novi in order to produce a successful ADA Transition Plan. Here's how we plan to do it...

### **Methodology and Scope of Services**

We understand that our job is to help the City continue in its mission to provide ADA compliant facilities within the right of way. Our work plan is based on the items outlined in the Request for Proposals along with our vast experience in the evaluation, modification, and certification of curb ramps, pathways, and sidewalks. For the purposes of this proposal, we have organized our work plan into four main phases: the Programming Phase, the Evaluation of Existing Conditions Phase, the Draft ADA Transition Plan Phase, and the Final ADA Transition Plan Phase.

The *Programming Phase* truly will set the tone for the remainder of the project. During this initial phase, we will meet with the appropriate City staff, including the City attorney, to discuss the overall form the new ADA Transition Plan will take. This will include a review of the existing plan that was previously prepared as well as a general discussion of options that are available for the overall development of the new plan. (Please note that the current transition plan is not available on the City's website to review in advance.)

A key discussion point during this phase will be the level of detail required/desired for the inventories to be included in the upcoming *Evaluation of Existing Conditions Phase* of the project. The effort required for this work will be discussed along with available capital resources to determine the appropriate approach which is in the City's best long-term interest. GIS requirements will also be finalized at this time.

We will also establish communication lines with the appropriate staff members to ensure that the City is regularly updated on the progress of our work. The project schedule will be finalized as will coordination with the simultaneously prepared non-motorized transportation master plan.

This work will then set the stage for the efficient and effective execution of the *Evaluation of Existing Conditions Phase*, which will begin next. We will perform a visual inventory of all curb ramps, sidewalks, and pathways as outlined in the Request for Proposal. This inventory will allow us to determine the magnitude of the scope of work required to gain compliance. We will identify if intersections appear compliant based on the presence (or lack thereof) of adequate curb ramps, detectable warning, and proper flares. Main line walks will be evaluated from the standpoint of being present, containing large gaps, or showing obvious physical defects (heave,

settlement, cracks), as well as the level of compliance in relationship to driveways. Individual quantities will not be obtained or calculated at this time, but rather our field observations will allow us to prepare order of magnitude cost estimates.

It is important to note that we will not be utilizing interns or fresh graduates for this work. As mentioned above, it is a nationally recognized best management practice to employ experienced professionals in all aspects of ADA compliance work. Our real-world experience confirms this fact, and we will therefore have seasoned personnel perform the inventory under the supervision of our project manager.

This data will be added to the City's GIS as desired, with additional fields left blank for more detailed assessments during future project implementations and on-going maintenance efforts. In this way, we propose to defer the more detailed survey data collection until such time as the appropriate improvements are to be implemented as recommended by the ADA Transition Plan.

The *Draft ADA Transition Plan* will then be generated. This will be the working framework that ultimately becomes the final accepted plan, and will be based on the final form agreed upon during the *Programming Phase* described above. At a minimum, this plan will include:

- A detailed background on ADA requirements.
- An overview of current best management practices for ADA compliant pedestrian facilities.
- Recommended ADA facility design standards and support system changes necessary to obtain and maintain ADA compliance for all facilities in the City's pedestrian network, including identifying potential additions and revisions to the City's Zoning Ordinance, Code of Ordinances, and Design and Construction Standards to better implement the recommendations of the plan.
- Identification of goals and objectives for the implementation to bring all pedestrian facilities into ADA compliance within the City in a phased-in manner over several years.
- Long- and near-term improvement recommendations to bring the City's sidewalks and pathways into ADA compliance.

This draft plan will be reviewed with the appropriate City Staff and presented to the Planning Commission if desired. Comments will be incorporated into the *Final ADA Transition Plan*, which will also be augmented with the following:

- Cost estimates for the required components broken into categories, such as arterial streets, and collector streets and internal local residential streets.
- Identification of the funding needed to bring the City's existing pedestrian facilities into ADA compliance, and identify potential funding sources.
- Estimated annual maintenance and operation costs, and provide recommendations for a maintenance plan component, including itemized estimates.
- A set of performance evaluation tools and instruments for use by City to determine levels of success after two, five, and ten year periods.
- An update of the existing City of Novi public non-motorized facilities inventory, in a phased approach, to include ADA compliance criteria (i.e. curb ramps, detectable



warnings, slopes, signal buttons, sidewalk and pathway pavement conditions, and drainage issues).

- Drawings and/or maps to support the above, including phasing plans and design standards.

This document will be provided in a PDF format suitable for printing, distribution, and updating by the City. All attribute and planning data will be provided in format compatible with the City GIS.

### **Conclusion**

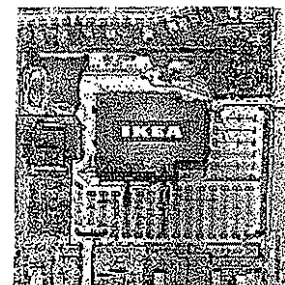
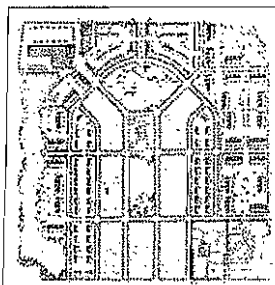
In selecting Giffels-Webster, the City of Novi will be choosing a firm that understands ADA compliance like few others in the country. You are choosing a firm that possesses experience in design and implementation. You are also selecting firm that has worked in Novi for years and has an established working relationship with the staff members who will be involved in this project.

Our vast experience planning, designing, and certifying compliance will give the City of Novi a resource unmatched by other firms. We understand state and federal standards and practical construction constraints, which translates into a transition document that is buildable.

ID	Task Name	Duration	Start	Finish	Predecessors	June							July					August				September				October				November				December																						
						5/30	6/6	6/13	6/20	6/27	7/4	7/11	7/18	7/25	8/1	8/8	8/15	8/22	8/29	9/5	9/12	9/19	9/26	10/3	10/10	10/17	10/24	10/31	11/7	11/14	11/21	11/28	12/5																							
1	Proposal Due Date	1 day	Tue 6/8/10	Tue 6/8/10																																																				
2	City Council / Contract Award	1 day	Mon 6/21/10	Mon 6/21/10	1																																																			
3	Programming Phase	10 days	Tue 6/22/10	Mon 7/5/10	2																																																			
4	Evaluation of Ex Conditions	25 days	Tue 7/6/10	Mon 8/9/10	3																																																			
5	Walkable Novl Cmte Mig	1 day	Thu 8/12/10	Thu 8/12/10																																																				
6	Draft ADA Transition Plan	20 days	Fri 8/13/10	Thu 9/9/10	5																																																			
7	City Review	10 days	Fri 9/10/10	Thu 9/23/10	6																																																			
8	Public Open House	1 day	Mon 9/27/10	Mon 9/27/10																																																				
9	Final ADA Transition Plan	15 days	Tue 9/28/10	Mon 10/18/10	8																																																			
10	City Review	10 days	Tue 10/19/10	Mon 11/1/10	9																																																			
11	ADA Plan Approval	1 day	Mon 11/8/10	Mon 11/8/10																																																				
12	Plan Revisions	5 days	Tue 11/9/10	Mon 11/15/10	11																																																			
13	Project Completion	1 day	Wed 12/1/10	Wed 12/1/10	12																																																			

Project: Novl - Part B ADA Schedule.r  
Date: Mon 6/7/10

Task		Progress		Summary		External Tasks		Deadline	
Split		Milestone		Project Summary		External Milestone			



## Firm Overview

Giffels-Webster Engineers is a Michigan-based civil engineering and land surveying firm that provides professional services to public, private, and institutional clients. Our primary business revolves around the natural resources of land and water, along with the infrastructure that is necessary to effectively utilize these resources for human needs. For 58 years, we have been fortunate to provide professional support to thousands of clients throughout the U.S. This strong client base, coupled with our community involvement, has been instrumental in the development of improved procedures and reasonable fees while assuring the stability and continued growth of our firm.

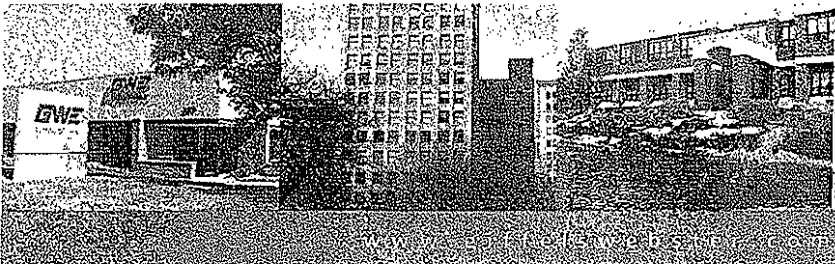
Giffels-Webster has four key attributes that influence our decisions and makes us unique in the engineering/surveying field. Our **integrity** is the foundation of our business which we value and protect. We bring a unique **perspective** to our clients because of our diverse experience in both the public and

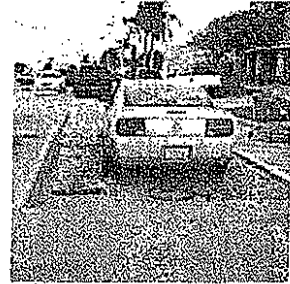
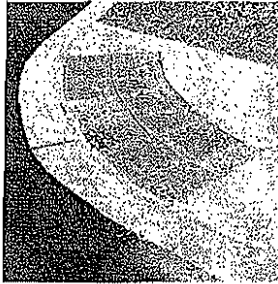
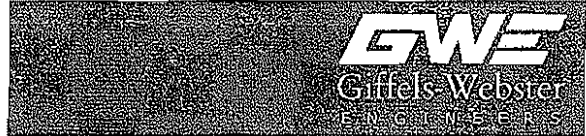
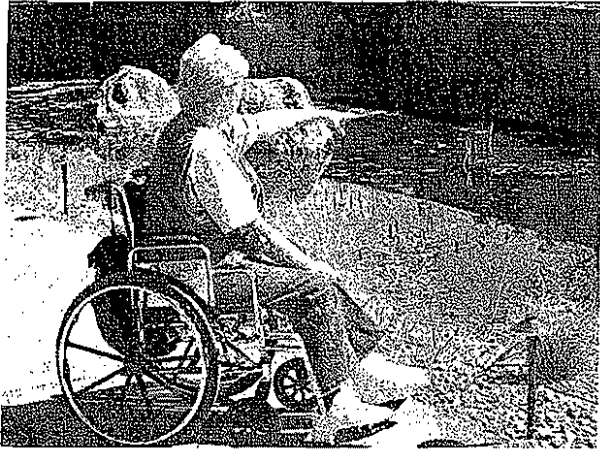
private sectors. On every single project, we strive to **balance** the needs of our clients, our communities, and the environment. We design our projects with a **vision** towards the future. We want future generations to enjoy the enduring value and functions of our designs.

Our three offices with a staff of 60 employees provide the following professional services:

- Site Analysis/Evaluation
- Land Planning and Design
- Land Surveying
- Wetlands and Water Resources
- Infrastructure Assessment and Rehabilitation
- Municipal Engineering/Public Works
- Municipal/Public Facilities
- Roads and Parking Lots
- Landscape Architecture
- Construction Engineering

<p><b>Oakland County</b>            2871 Bond Street            Rochester Hills, MI 48309            248-852-3100 phone            248-852-6372 fax</p>	<p><b>Detroit/Wayne County</b>            28 West Adams,            Suite 1200            Detroit, MI 48226            313-962-4442 phone            313-962-5068 fax</p>	<p><b>Macomb County</b>            6303 26 Mile Road,            Suite 100            Washington Twp., MI 48094            586-781-8950 phone            586-781-8951 fax</p>	<p><b>Staff Resources</b></p> <table border="1"> <tbody> <tr><td>Professional Engineers</td><td>16</td></tr> <tr><td>Project Engineers</td><td>9</td></tr> <tr><td>Engineering Technicians</td><td>6</td></tr> <tr><td>Professional Surveyors</td><td>4</td></tr> <tr><td>Survey Office Technicians</td><td>2</td></tr> <tr><td>Survey Field Technicians</td><td>4</td></tr> <tr><td>Planner</td><td>1</td></tr> <tr><td>Landscape Architects</td><td>3</td></tr> <tr><td>Wetland Biologist</td><td>1</td></tr> <tr><td>GIS Specialist</td><td>1</td></tr> <tr><td>Contract Administrator</td><td>1</td></tr> <tr><td>Construction Inspectors</td><td>3</td></tr> <tr><td>Administrative</td><td>9</td></tr> <tr><td><b>Total Personnel</b></td><td><b>60</b></td></tr> <tr><td>(LEED AP Certifications)</td><td>(9)</td></tr> </tbody> </table>	Professional Engineers	16	Project Engineers	9	Engineering Technicians	6	Professional Surveyors	4	Survey Office Technicians	2	Survey Field Technicians	4	Planner	1	Landscape Architects	3	Wetland Biologist	1	GIS Specialist	1	Contract Administrator	1	Construction Inspectors	3	Administrative	9	<b>Total Personnel</b>	<b>60</b>	(LEED AP Certifications)	(9)
Professional Engineers	16																																
Project Engineers	9																																
Engineering Technicians	6																																
Professional Surveyors	4																																
Survey Office Technicians	2																																
Survey Field Technicians	4																																
Planner	1																																
Landscape Architects	3																																
Wetland Biologist	1																																
GIS Specialist	1																																
Contract Administrator	1																																
Construction Inspectors	3																																
Administrative	9																																
<b>Total Personnel</b>	<b>60</b>																																
(LEED AP Certifications)	(9)																																





## ADA Compliance Evaluation & Design

While compliance with the Americans with Disabilities Act (ADA) has been a critical design component for years, there has been an increased awareness of accessibility recently. This is fueled partly by a series of class action lawsuits aimed at both private land owners and government agencies alike. As these suits were settled, many of those tasked with "fixing" the parking lots, sidewalks, and ramps were left scratching their heads.

Compliance with ADA design guidelines can be difficult when different interpretations can significantly impact the scope of needed improvements. That's where the experts of Giffels-Webster can help, simplifying the analysis and design of improvements to fit your long range plans.

Our extensive experience in the analysis, design, and certification of ADA facilities has allowed us to develop a knowledge base on the subject that we leverage for your benefit. From individual curb ramps, sidewalks, and parking lot configurations to full-scale transition plans, we provide our clients with value because we understand this difficult and ever changing issue.

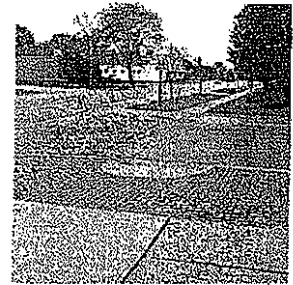
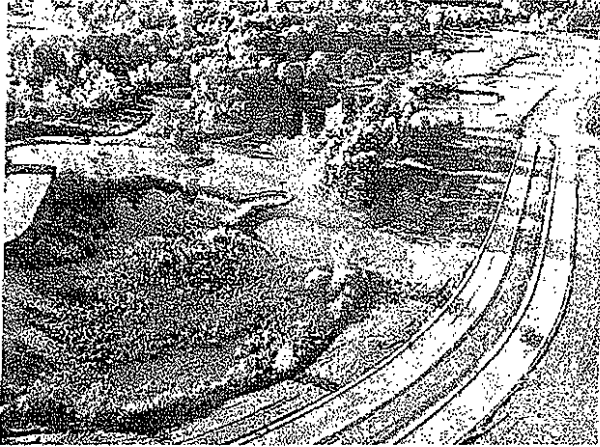
Instead of relying simply upon the state road agencies and building codes for properly interpreting the ADA Design Guidelines, we went directly to the source...the United States Justice Department. Our engineers are in regular contact with appropriate Justice Department officers to clarify even the trickiest issues before you spend significant time and money trying to solve them.

And once we've analyzed your facilities, we have the in-house capabilities to provide all surveying, engineering design, and construction oversight needed to get the job done properly. In this regard, we also draw on our extensive experience working within the built environment, which is an obvious advantage for our clients when retrofitting their existing facilities. This can include many of the following services:

- Pavement Analysis, Rehabilitation, and Maintenance
- Parking Lot Design
- ADA Curb Ramp Design
- ADA Accessibility/Compliance Reviews
- Sidewalk/Crosswalk Design
- MMUTCD Compliant Designs
- Integration with Decorative Landscape Elements

### Recent Projects

Kmart ADA Compliance Program, Nationwide  
Brush Park Ramps/Sidewalks, Detroit  
Upper Woodward ADA Evaluation, Detroit  
Jefferson Village Ramps/Sidewalks, Detroit  
Atwater Street Sidewalk Replacement, Detroit  
Woodbridge Estates Ramps/Sidewalks, Detroit  
ADA Technical Evaluation, Monroe



## Roads & Parking Lots



Pavement—roads, drives, and parking lots—is one of the more significant components of site

development. Each step in its creation is critical from the standpoints of design, initial cost, longevity, maintenance cost, construction, and aesthetics. Over the years, Giffels-Webster has designed and managed the construction of hundreds of miles of roads and hundreds of acres of parking lots. We are also MDOT prequalified in the design of roads and streets and pavement marking plans.

Frequently, pavement design is associated with the creation of new facilities. Many times however, our services are associated with the evaluation and rehabilitation of existing roads and the reconstruction of existing parking lots for public and private facilities. Streetscape work, as well as lighting and landscape improvements, are oftentimes included.

### Recent Projects

Parking Lot Assessment and Rehabilitation, Various K-mart Facilities in 18 States

Parking Lot Evaluation and Reconstruction Program, Ferndale

Haggerty Road Improvements, Commerce Township

Channing Avenue Reconstruction, Ferndale

150 Michigan Parking Structure, Detroit

Hilton Road Streetscape, Ferndale

Welch Road Widening, Commerce Township

Nine Mile Road Streetscape, Ferndale

Analysis of Residential Streets at Selfridge Air National Guard Base, Mt. Clemens

Street Repair Program, Inkster

Harmonie Park Streetscape Improvements, Detroit

Street Reconstruction Program, Ferndale

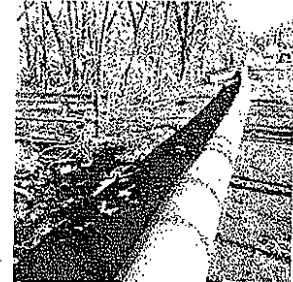
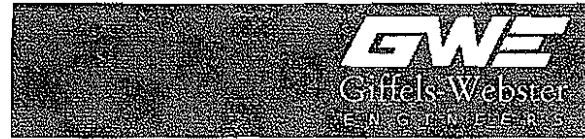
Grade Establishment for Hannan and Pennsylvania Roads, Huron Township

Grade Establishment for South Lake Drive, Novi

Parking Lot Improvements for Capital Improvement Program, Allen Park Public Schools

Poe Avenue Parking Lot Expansion for Henry Ford Health Systems, Detroit

Brown Road Reconstruction, Auburn Hills



## Municipal Engineering / Public Works



Giffels-Webster has a diverse staff of professionals experienced in the analysis and design of public infrastructure systems including water, wastewater, stormwater, and roadway facilities. We perform these services for townships, cities, villages, road commissions, drain commissioners, downtown development authorities, public work departments, facility managers, parks and recreation departments, housing authorities, and other state and federal agencies in their efforts to serve the public.

The project can be as simple as extending a public water main or sanitary sewer, or as complex as the preparation of a comprehensive multi-year utility master plan. Some projects such as the construction of a wastewater treatment plant, establishment of water service districts, or preparation of a transportation corridor study may also require years of planning and engineering studies as well as technical support in coordinating legal, financial, educational, and political backing for a project.

### Services Provided

- Infrastructure Systems Inventory, Analysis, and Design
- Pavement Analysis and Design
- New Construction, Rehabilitation, Resurfacing, Programming, and Engineering Analyses of Local Roads
- Support in Preparing Grant Applications
- Sanitary Sewer/Wastewater Collection System Analysis and Design
- Utility Extensions and Master Plans
- Floodplain Analysis
- Construction Inspection and Contract Administration
- Bidding Services
- Site and Construction Plan Reviews
- Geographic Information Systems/ Infrastructure Management Systems
- Pump Stations and Force Mains
- Special Assessment District (SAD) Assistance
- Corridor Studies
- Wastewater Treatment Plant Design

### Municipal Clients

Charter Township of Commerce

Charter Township of Commerce DDA

Charter Township of Lyon

City of Ferndale

City of Lathrup Village

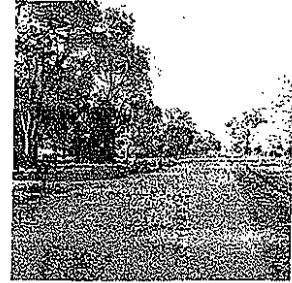
City of Eastpointe DDA

Charter Township of Oxford

City of Inkster

Oakland County Dept. of Facilities Management

City of Detroit



## Infrastructure Assessment & Rehabilitation



Public infrastructure systems (roads, water distribution, wastewater, and stormwater collection) serve as a lifeline for our communities and our economy. Evaluating the capacity or physical condition of the infrastructure to serve the needs of the community is normally the first step in the development process.

Typically, the initial phase of a public infrastructure assessment involves analyzing the physical condition of each system through videotaping, visual inspection, testing, sampling, and reviewing the maintenance records. Interviews with maintenance staff are also crucial since these are the individuals most familiar with each system's challenges. In some cases, this information will be assembled into a database for future programming and maintenance purposes.

The next step is to identify the cause of each problem and provide solutions. Some of these recommendations might be short-term, while others would be considered long-term. Costs relating to each alternative are also prepared. A value engineering analysis is performed for each repair alternative so that knowledgeable decisions can be made with respect to the client's schedule and budget constraints. Funding alternatives are also summarized to assist the client in funding the corrective action. All of this information is compiled into a

summary report for reference purposes. We have performed numerous assessments for many communities in Michigan and beyond.

Private development projects focus on water distribution, wastewater flow capacity issues, and the ability of each system to support a proposed development.

### Services Provided

- Pavement and Street Analysis
- Water System Evaluation
- Wastewater Collection System Evaluation
- Water, Sewer, and Streets Capacity Analyses

### Recent Projects

Campus Martius Roads, Infrastructure Design, Detroit

Brush Park, Infrastructure Rehabilitation, Detroit

Selfridge Air National Guard Base, Infrastructure Study and Analysis, Mt. Clemens

Infrastructure Assessment and Rehabilitation Study, Lathrup Village

Infrastructure Rehabilitation Program, Ferndale



## Overview

### ASSOCIATE

YEARS OF EXPERIENCE  
Sixteen

### EXPERTISE

Urban Redevelopment  
Sustainable Design  
Infrastructure Rehabilitation  
Non-Motorized Transportation  
Healthcare  
Higher Education  
Campus Facility Developments  
Public Works

### EDUCATION

Master of Science  
Civil Engineering, 2000  
Wayne State University  
  
Bachelor of Science  
Civil Engineering, 1993  
University of Michigan

### LICENSES/REGISTRATION

Professional Engineer  
Michigan, South Carolina,  
North Carolina, Georgia,  
Wisconsin, Texas, Missouri,  
Kansas, New York, Oklahoma,  
Tennessee, and Arizona

### CERTIFICATION

LEED Accredited Professional  
(LEED AP), 2009

### PROFESSIONAL AFFILIATIONS

Economic Club of Detroit  
  
American Institute of Architects  
(AIA) Michigan Chapter  
  
U.S. Green Building Council  
(USGBC)  
  
Leadership Detroit XXXI (Detroit  
Regional Chamber)

## Scott T. Clein, PE, LEED AP

Scott Clein is an associate of Giffels-Webster with 16 years of experience. He is responsible for the day-to-day management of the Detroit Office. In this capacity, he has overseen the design and implementation of hundreds of projects throughout Southeast Michigan. His expertise lies in helping both public and private clients successfully plan, design, and implement the rehabilitation of existing infrastructure. More specifically, he has successfully helped a wide range of clients including municipalities, downtown development authorities, health care providers, architects, private developers, and institutes of higher education.

In addition to the 14 years Scott has spent with Giffels-Webster, he spent two years as an engineer with the Roads Division of the Wayne County Department of Public Services. During this time, he assisted in the design, construction engineering, and material testing of several large-scale county road improvements. He continues to gain valuable experience managing the construction of projects since joining Giffels-Webster.

His holistic approach to engineering, bolstered by a practical construction background, results in designs that are "build-able". In a deeper sense, Scott's commitment is to strike the correct balance in every phase of a project, whether that is between the construction of improvements and environmental stewardship, motorized and non-motorized transportation, capital costs versus infrastructure lifespan, or the client's bottom line and the requirements of regulatory agencies.

## Experience

### Studies/Master Plans

City of Detroit DPW, Non-Motorized Transportation Master Plan  
New Center Council, New Center Non-Motorized Transportation Master Plan, Detroit  
University Cultural Center Association (UCCA), Midtown Greenway Plan, Detroit  
Woodward Avenue Action Association (WA3), Woodward Avenue Non-motorized Transportation Master Plan  
Eastpointe DDA, Gratiot Development and Corridor Plans  
Detroit Planning and Development Department, Far East Development Study for 1,200-acre Infrastructure Analysis  
Detroit Economic Development Corporation, East Side Floodplain Study  
MDOT, Michigan Avenue Corridor Plan  
MDOT, M-102 (Eight Mile) Concept Framework Plan  
City of Detroit Planning and Development Department, Far East Development Study for 1,200-acre Infrastructure Analysis  
City of Detroit Economic Development Corporation, East Side Floodplain Study

### Streetscapes/Greenways

Greater Corktown Development Corporation, Corktown-Mexicantown Greenway, Detroit  
New Center Council, Second Avenue Conversion, Detroit  
University Cultural Center Association (UCCA), Second/Third Avenue Conversions, Detroit  
Detroit DDA, Park Avenue Streetscape Improvement Project  
Detroit DDA, Madison Avenue Streetscape Improvement Project  
Detroit DDA, Harmonie Park Streetscape Improvements  
North/South Connector for Downriver Community Conference, Downriver Linked Greenways, Wayne County





## Scott T. Clein, PE - Continued

### Roads and Infrastructure

Detroit Economic Development Corporation, Brush Park North Infrastructure Rehabilitation  
City of Inkster, Streets Repair Program  
Detroit DDA, Campus Martius Roads and Infrastructure Design  
City of Novi, South Lake Drive Reconstruction  
Wayne County DPS, Hannan and Pennsylvania Roads, Huron Township  
Wayne County DPS, Inkster and Huron Roads, Brownstown Township  
Comerica Park/Ford Field, Infrastructure Mapping, Detroit  
Detroit Economic Development Corporation, Harding Canal Seawall Improvements

### Institutional Developments

Oakland University, Capital Improvement Program Projects  
Wayne County Community College District, Northwest Campus, Detroit  
Upper Preparatory Science and Math High School, Detroit  
Detroit Public Schools, Public Safety Operations Center  
Detroit Public Schools, Numerous Early Childhood Centers  
Canton Township Administrative Campus, Canton Township  
Summit on the Park Community Center, Canton Township  
Oakland County Department of Facilities Management, Numerous Site Improvement Projects on the Oakland County Campus  
Children's Hospital, Pediatric Office Building at Detroit Medical Center, Detroit  
Sinai-Grace Hospital, Cardiovascular Wing Addition, Detroit  
Henry Ford Health Systems, New Center Pavilion High Rise Demo, Detroit  
Henry Ford Health Systems, Poe Avenue Parking Lot Expansion, Detroit  
Karmanos Cancer Center at Detroit Medical Center, Detroit

### Private Developments

Newberry Lofts, Adaptive Reuse to Multi Family Residential, Detroit  
71 Garfield, Adaptive Reuse to Multi Family Residential, Detroit  
North Corktown Estates, Single Family and Multi Family Residential, Detroit  
Garden Theatre, Mixed-Use, Detroit  
Detroit Life Building, Mixed-Use, Detroit  
Twelve Mile Crossing, Retail Center Rehabilitation, Novi  
Novi Town Center, Retail Center Rehabilitation, Novi  
Shorepointe Village of Grayhaven, Single-Family Residential, Detroit  
The Villages of Parkside, Multi Family Residential Redevelopment, Detroit  
Orchestra Place, Mixed-Use, Detroit  
Jefferson Village, Single-Family Residential, Detroit  
St. Anne's Gate, Multi-Family Residential, Detroit  
The Ellington, Mixed-Use, Detroit  
Hancock Square, Multi-Family Residential, Detroit



## Overview

### PROJECT MANAGER

YEARS OF EXPERIENCE  
Twelve

### EXPERTISE

Municipal Infrastructure and Rehabilitation  
Urban Environments  
Hydraulic Modeling of Water Systems  
ADA Barrier-Free Design

### EDUCATION

Bachelor of Science  
Civil Engineering, 1998  
Michigan State University

### CONTINUING EDUCATION

AASHTO Bike Facility Design,  
August 2007

Pedestrian Safety Action Plan and  
Designing Streets for Pedestrian  
Safety, June 2007

Innovative Storm Water  
Management Workshop: A  
Synthesis of Engineering, Ecology  
and Art, October 2003

MDEQ Storm Water Operator  
Certification Seminar,  
February 2003

Comprehensive Culvert Design  
and Open Channel Design,  
University of Wisconsin,  
November 2001

### LICENSE/REGISTRATION

Professional Engineer  
State of Michigan, 2004

### CERTIFICATIONS

MDEQ Storm Water Construction  
Site Operator #C08950

Certified Floodplain Manager  
(ASFPM)

### PROFESSIONAL AFFILIATIONS

TAU BETA PI National  
Engineering Honor Society

CHI EPSILON National Civil  
Engineering Honor Society

U.S. Green Building Council  
(USGBC), Detroit Regional  
Chapter

Association of State Floodplain  
Managers

U-Snap-Bac, East Warren  
Business Unified  
Design Committee

# Michael W. Marks, PE

Michael Marks is a project manager with Giffels-Webster, and has 12 years of civil engineering experience working with private, institutional and municipal clients. His projects include the evaluation, planning, design, and construction administration of infrastructure projects for public and private roadways, parking lots, water main, sanitary sewer, storm sewer, stormwater management systems, and utility design. His experience also includes modeling complex hydraulic and hydrological systems, and he has performed many detailed stormwater modeling and analyses for private and municipal clients. He is an expert in ADA pedestrian facilities, including sidewalk ramps and barrier-free design.

## Municipal Experience

Detroit Economic Development Corporation, Evaluation, Design, and Certification for Upper Woodward Streetscape Phases II and III ADA Sidewalk Ramps, Detroit

Detroit Economic Development Corporation, Design and Construction Administration for Brush Park North Infrastructure Rehabilitation, Detroit

Detroit Economic Development Corporation, Jefferson Village Levee and Seawall Design to minimize 100-year Floodplain, Detroit

Detroit Economic Development Corporation, Design and Construction Administration for Jefferson Village, Detroit

City of Detroit, Research, Gathering Public Comments, and Presenting to the Public for the Non-Motorized Transportation Master Plan

Charter Township of Lyon, Modeling, Analysis, and Co-authoring the Stormwater Master Plan

Charter Township of Commerce, Modeling, Analysis, and Co-authoring the Stormwater Master Plan

Charter Township of Commerce, Hydraulic Analysis Design and Construction for Stormwater in Golfview Lake Estates Subdivision

Charter Township of Commerce, Analysis of Stormwater when Combined with Seeley Drain and Existing Natural Features at Wastewater Treatment Plant

Road Commission of Oakland County, Four Towns Corridor Study of Road Improvement for Commerce, Waterford, West Bloomfield, and White Lake Townships

Charter Township of Commerce and Oakland County, Odor Control Plant Modifications and Improvements to Daily Operations for Commerce Township's Wastewater Treatment Plant

Charter Township of Commerce, Design and Construction Administration for the Installation of a Water Main (2,400 linear feet installed with directional drilling) in Union Lake Subdivision

Charter Township of Commerce, Design and Construction Administration of Gravity Sewer (used 8-inch PVC truss pipe and utilized three tree bores to minimize tree removal) for McCoy Road Sanitary Sewer (1,500 linear feet)

Charter Township of Commerce, Design and Construction Administration of Water Main System (7,500 linear feet designed for directional drilling installation) for Ledgewood and Ravinewood (SAD project)

## Institutional Developments

College for Creative Studies, Parking Garage Site, Parking Lot Design, and Construction Administration for the A. Alfred Taubman Center for Design Education, Detroit

Detroit Medical Center, Site Design and Planning using Green Sustainable Strategies, including Large Scale Pervious Concrete Pavement, Public and Private Utility Reroute, and Relocation for the Physicians Office Building, Detroit

Detroit Public Schools, Site Design and Planning, Permitting and Bidding, Accelerated Design, Bidding, and Construction Schedule for the Office of Public Safety Headquarters and Command Center, Detroit



## Michael W. Marks, PE - Continued

University Preparatory Science and Math High School, Site Design using Green Sustainable Strategies, Detroit

United States Army Corp of Engineers, Site Development and Planning Utilizing Green Sustainable Design Strategies with Emphasis on Being Minimal Disruptive to the Existing Site, Designed to meet all Federal, State, and Local Requirements including Antiterrorism and Force Protection, Fort Lee, Virginia,

Oakland Schools, Asphalt Pavement Analysis and Remediation Planning Utilizing Green Sustainable Design Strategies for Administration Building, Waterford

Oakland University, Rochester, Graham Health Center Parking Lot

Oakland University, Rochester, Hannah Hall of Science South Truck Dock

Oakland University, Rochester, Meadow Brook Circle Main Entry Drive

Oakland University, Rochester, Shotwell-Gustafson Pavilion South-Drop-off Loop

Oakland County Department of Facilities Management, Parking Lot and Site Design for Oakland County Executive Office Building 41, Waterford

Oakland County Department of Facilities Management, T-Hanger Expansion, Taxiway, and Site Utility Design at Oakland County Troy Airport

Oakland County Department of Facilities Management, T-Hanger Expansion, Taxiway, Access Road, and Site Utility Design at Oakland County International Airport, Troy

### Private Developments

Motor City Casino and Hotel, Temple Street and Brooklyn Street Garage Additions, Detroit

Jefferson Village, Design and Construction Administration for Road, Sewer, and Water Main Improvements for Subdivision of Single-Family Homes, Detroit

Fountain Walk/Twelve Mile Crossing, Design of Mall Site, including Access Road, Parking Lot, Site Demolition, and Site Utility Design, Novi

The Mall at Partridge Creek, Crittenden Drain Enclosure, Clinton Township

Novi Town Center, Novi, Design and Planning of Redevelopment of Site, including Building Demolition, Parking Lot Reconfiguration, Green Design Implementation, Permitting, Bidding and Construction Administration

Corktown Estates, Topographic Survey, Parcel Configuration and Splits Permitting, and Plot Plans for New Single-Family Development, Detroit



### Overview

#### ASSOCIATE

YEARS OF EXPERIENCE  
Fifteen

EXPERTISE  
Commercial and Residential  
Developments  
Feasibility Studies  
Municipal/Transportation  
Engineering

EDUCATION  
Bachelor of Science  
Civil Engineering, 1995  
Michigan State University

LICENSES/REGISTRATION  
Professional Engineer  
Michigan, Ohio, Kentucky, Idaho,  
and Tennessee

CERTIFICATION  
LEED Accredited Professional  
(LEED AP), 2009

PROFESSIONAL AFFILIATIONS  
International Council of Shopping  
Centers (ICSC)  
Urban Land Institute (ULI), Detroit  
Chapter  
National Association of ADA  
Coordinators

## Eric M. Lord, PE, LEED AP

Eric Lord has 15 years of civil engineering experience. He is responsible for the analysis, design, and overall project coordination of development projects for Giffels-Webster overseeing the development of residential subdivisions, corporate office parks, and retail centers from the conceptual layout stage through construction. This includes the design of overall grading and drainage, underground utilities, storm sewer and detention ponds, wetland detention, water main, and road alignments. He is well experienced in the preparation of feasibility studies for prospective property acquisitions to identify potential issues that may impede an orderly progression of development, and is experienced in performing various conceptual site layouts with cost versus unit yield analysis. He is also experienced in transportation, municipal planning, and public works projects.

### Experience

#### Commercial Developments

Sears Holding Corporation, Kmart ADA Site Compliance Program for Various Locations throughout the U.S.

Cocomar Plaza, 360,000-square-foot Retail Center with Lowe's and Kohl's as Anchors, Coconut Creek, Florida

The Mall at Partridge Creek, 650,000-square-foot "Lifestyle" Retail Shopping Center, Clinton Township

Twelve Oaks Mall, 200,000-square-foot Expansion, Novi

Independence Marketplace, 350,000-square-foot Retail Shopping Center, Allen Park

Lowe's Home Improvement Warehouse, Site Plans through Construction, Various Locations throughout Michigan and Tennessee

Pinnacle Corporate Park, 56-acre Corporate Park, Auburn Hills

Meadowbrook Corporate Park, 32-acre Corporate Park, Novi

Oakland Technology Park, Lots 1, 8, and 10, Auburn Hills

Pierburg Instruments, Site Layout Alternative/Cost Analysis, Auburn Hills

#### Transportation/Municipal Projects

Lyon Township DDA, Northeast Ring Road Design with Roundabout

Commerce Township DDA, Eldorado/Links of Pinewood Study, Preliminary Land Use Plan for Golf Course Redevelopment

Commerce Township DDA, 4-lane Extension of Martin Road to Align with M-5 by Way of Roundabout

City of Novi, 3,000-foot Water Main Extension for Meadowbrook Road

Wayne County, I-94 Design and Plan Preparation

Wayne County, M-39 Construction Plans

Lenawee County, Occidental Highway 4-Way Intersection Traffic Study

Shiawassee County, Britton Road Reconstruction

The Village of Birch Run, Streetscape Design Coordination

The City of Grand Ledge, Downtown Streetscape/Renovation Field Inspection

The City of Burton, Water Distribution System Study

The Village of Birch Run, Water Distribution System Study

The Village of Chesaning, Water Distribution System

The Village of Lennon, Venice Park Landfill Cell Expansion

The City of Niles, Silverbrook Sanitary Sewer Replacement

The City of Niles, Progressive Drive Sanitary Sewer Expansion and Pump Station



## Eric M. Lord, PE - Continued

### **Due-Diligence/Feasibility Studies**

Gateway Village, 200-acre Mixed-Use Development, Fenton

200-acre Mixed-Use Development, Due-Diligence and Concept Plans, Washington Township

Lowe's Home Improvement Warehouse, Site Feasibility Studies, Various Locations throughout Michigan

Clinton Refuse Facility, Feasibility Study, Clinton Township

Utica Packing Plant, Feasibility Study, Utica

Office/Commercial Parcel Feasibility Study, Shelby Township

Office/Commercial Parcel Feasibility Study, Independence Township

Spring Hill Suites Hotel, Auburn Hills

### **Residential Developments**

Grand Reserve, 315-acre Active Adult Community, Grand Blanc Township

Boulder Pointe Estates, 40-acre, 75-lot Subdivision, Chesterfield Township

Tall Oaks Condominiums, 20-acre, 112-unit Subdivision, Clinton Township

Indian Rock Estates Subdivision, Owosso

Orchard Site Condominium, Fenton

Crestview, 80-lot Subdivision, Corunna

## Project Experience

### Atwater Street Sidewalk

**Sidewalk Replacement  
Detroit, Michigan**

**Firm of Record:**

Giffels-Webster Engineers, Inc.  
Scott Klein, PE, Associate  
Mike Darga, PE, Senior Project  
Manager

**Client:**

Economic Development  
Corporation of the City of Detroit  
Ms. Donna Rice  
313/237-4608

**Completion Date:** 2008

**Engineering Fee:** \$9,000

The Atwater Street Sidewalk Replacement project was initiated by the Economic Development Corporation (EGC) of the City of Detroit and intended to replace the curbs and sidewalks concurrent with a separate asphalt resurfacing project being performed by Detroit's City Engineering Department (CED).

The sidewalks were located on Atwater Street between Chene and Joseph Campau. Giffels-Webster was selected to evaluate and design the sidewalk to comply with the American with Disabilities Act (ADA).

The project started with a detailed survey and evaluation of existing grades. Giffels-Webster then designed new sidewalks to meet ADA requirements and coordinate with the resurfacing project. The design was complicated by two facts. The first being that the north right-of-way line of Atwater was lined with existing buildings whose entrances needed to remain at their existing elevations. The second being that the resurfacing project was ongoing during the design process, and grading issues had to be resolved that worked for the sidewalk and the resurfacing project. Our staff worked closely with EGC, CED, and the contractor in the field to explain the design intent and solve field issues.

Our firm's expertise was invaluable due to the design and field coordination with a MDOT funded resurfacing project already under construction and meeting the ADA requirements of the walk. The project was constructed for \$90,000.



## Project Experience

### Upper Woodward Phase II & III

**ADA Evaluation  
Detroit, Michigan**

**Firm of Record:**  
Giffels-Webster Engineers, Inc.  
Scott Clein, PE, Associate  
Mike Marks, PE, Project Manager

**Client:**  
Economic Development  
Corporation of the City of Detroit  
Ms. Donna Simons  
313/237-4608

**Completion Date:** 2008

**Engineering Fee:** \$46,000

The Upper Woodward Phase II and III ADA Evaluation Project was initiated by the Economic Development Corporation of the City of Detroit to review the sidewalk ramp facilities completed the previous year by two separate contractors. The ramps were located on Woodward Avenue, between I-75 and Mack Avenue and Warren Avenue and East Ferry. Giffels-Webster was selected to evaluate, design, and certify that all ramps met the American with Disabilities Act Accessibility Guidelines (ADAAG).

The project included 75 ramps that were surveyed and evaluated for ADAAG compliance. All 75 ramps were found to be deficient and not compliant with the guidelines. Detailed reports with color photographs were developed showing the deficiencies. Giffels-Webster then designed new ramps to meet the ADAAG. These design were complicated by the fact the all of Woodward Avenue's sidewalks all run from the curb to the right-of-way (ROW) requiring individual designs for each ramp. Innovated approaches, including the extensive use of flared curbs, were utilized to meet this challenge. Further, our staff worked closely with the contractor in the field to explain the design intent and problemsolve field issues.

Our firms expertise was invaluable due to the high profile of this stretch of Woodward Avenue and the scrutiny these ramps would receive. All ramps were field measured and all deficiencies were recorded and submitted to the contractor to rectify. Upon completion of the ramps to all ADAAG requirements, the ramp's attributes were recorded and photographed. This data was then compiled into a comprehensive report and submitted to the proper authorities for their records and use. The project was constructed for \$225,000, and all ramps have been certified to be ADAAG compliant.

## Project Experience

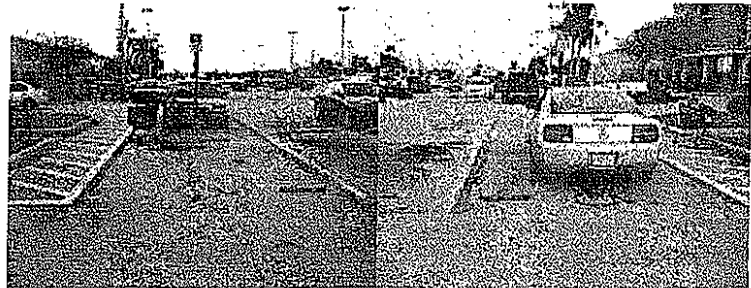
# Kmart ADA Compliance Program

**ADA Site Compliance  
Various Locations in the U.S.**

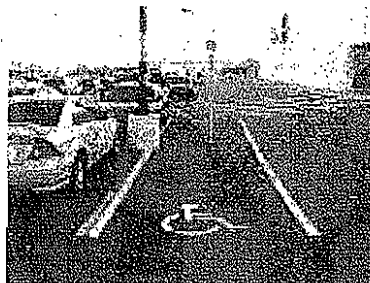
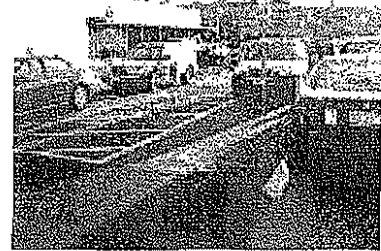
**Firm of Record:**  
Giffels-Webster Engineers, Inc.  
Eric Lord, PE, Associate

**Client:**  
Kmart/Sears Holding Company  
Mr. Glen Insana  
847/286-1869

**Projected Project Duration:**  
2007-2012



This project involves the creation of an ADA Compliance Program for the purpose of bringing several existing Kmart stores throughout the U.S. into ADA compliance for wheel chair accessibility. Giffels-Webster will generate construction plans for each store identifying areas of ADA violation and propose a solution to bring each area into conformance through notes and construction details. Giffels-Webster will also coordinate with each municipality to secure necessary approvals.



With approximately 1,500 stores across the country, and a challenging schedule of nine stores to be analyzed each week, the project is an example of Giffels-Webster's management capabilities and experience in ADA issues.



## Project Experience

### Fox Creek

**Infrastructure Rehabilitation  
Detroit, Michigan**

**Firm of Record:**

Giffels-Webster Engineers, Inc.  
Paul Modi, PE, Associate

**Client:**

New Far East Side  
Ms. Jennifer Madden  
313/831-2855

**Completion Date:** July 2009

**Construction Cost:** \$3,800,000

The Fox Creek Neighborhood of Detroit is a small piece of a much larger development commonly referred to as the Far East Side Neighborhood. This neighborhood encompasses approximately 1,200 acres on Detroit's east side bounded by East Warren to the north, Jefferson Avenue to the south, Alter Road to the east, and Conner Avenue to the west. Of this 1,200 acres, the Fox Creek Neighborhood represents approximately 140 acres and is bounded by Kercheval/Vernor to the north, Jefferson Avenue to the south, Alter Road to the east, and Newport Avenue to the west. The first phase of this infrastructure project focused on the rehabilitation (resurfacing and reconstruction) of the streets segments running north/south between Kercheval, Alter, Jefferson, and Chalmers.

The infrastructure of the Fox Creek Neighborhood was rehabilitated to service a proposed redevelopment of this residential neighborhood in the form of single-family, multi-family, and recreation in-fill. Developers envision returning this area to the once vibrant streets and homes characterizing Detroit's old east side neighborhoods. The existing blocks between Kercheval and Jefferson are generally uninterrupted and measure approximately 2,100 feet in length. Existing alleys run parallel to the existing streets and provide driveway access to the existing homes.

Design work by Giffels-Webster included the rehabilitation (asphalt mill and overlay) of the existing asphalt (on concrete base) north-south roads and installation of new separate curbs along the length of each street. All curb ramps were reconstructed to meet current ADA requirements and new storm drainage was constructed at the future locations of three east-west cross streets proposed as a part of the second phase. Finally, new decorative street lighting matching the character of the original neighborhood was installed throughout the project.

## Project Experience

### Brush Park

#### **Infrastructure Rehabilitation Detroit, Michigan**

**Firm of Record:**

Giffels-Webster Engineers, Inc.  
Scott Clein, PE, Associate  
Mike Marks, PE, Project Manager

**Client:**

Economic Development Corporation  
of the City of Detroit  
Ms. Donna Simons  
313/237-4608

**Completion Dates:**

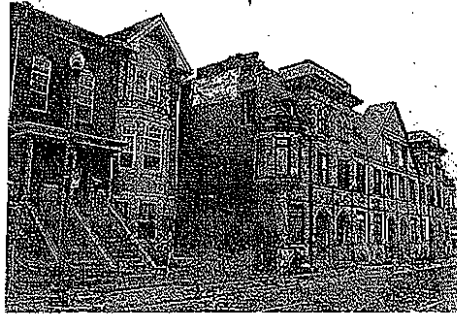
Phase I – Winter 2005  
Phase II – Summer 2007

**Site Construction Cost:**

\$7,800,000

**Unique aspects included:**

- Coordinating the project with the many stakeholder groups as well as a multitude of public agencies.
- Arriving at cost-effective solutions for extensively deteriorated infrastructure systems.
- Researching existing location and condition of each system with limited historical data available.
- Designing several adjacent road construction projects, including detailed construction sequencing and detour planning.



Giffels-Webster recently completed the design of this \$7.8 million infrastructure rehabilitation project in one of Detroit's oldest neighborhoods. Eight adjacent road segments were completely reconstructed, along with the installation of new storm sewers and decorative street lighting systems. In addition, Brush Street was converted from one-way to two-way traffic upon the completion of the project and two street segments previously closed to vehicular traffic were reopened. Each of these segments presented different challenges, including the coordination of designs with those for the replacement of water main by the Detroit Water and Sewerage Department and the designs for several private developments adjacent to the effected rights-of-way. Also for this project, Giffels-Webster evaluated and designed the handicap ramps needed in the area for ADA ramp compliance. Many of the old ramps were removed and replaced.

Due to funding constraints, the project was split into two phases, and the design of detailed construction sequencing was required for detour planning. Phase I included the reconstruction of portions of Edmund Place, Watson, Wilkins, John R, Brush Street, and Beaubien. Phase II included construction of the remaining portions of John R, Brush Street, Beaubien, Erskine, and Elliot, and was completed in the summer of 2007.

Giffels-Webster facilitated study sessions with multiple stakeholder groups in order to obtain consensus on the design concepts. Planning and technical advisory groups were established to better direct the flow of communication during this process. In addition, Giffels-Webster managed the consulting team responsible for the preparation of a complete survey (topographic, utility, and boundary), infrastructure design, street lighting and traffic signalization, geotechnical investigations, and Phase I and II Environmental Site Assessments.

## Project Experience

# The Shops at Jefferson Village

**Shopping Center  
Detroit, Michigan**

**Firm of Record:**  
Giffels-Webster Engineers, Inc.  
Scott Clein, PE, Associate

**Client:**  
Graimark/Walker – Jefferson St.  
Jean, LLC  
Mr. Charles Allen  
313/259-9479

**Completion Date:** 2003

**Site Construction Cost:** \$500,000

**Unique aspects included:**

- Coordinated utility services with adjacent developments.
- Oversaw permit processing through the City of Detroit.
- Sizing of on-site wastewater collection and stormwater collection systems to coincide with capacity of receiving systems.



The Shops at Jefferson Village is a retail development that ultimately included the construction of the largest grocery store in the City of Detroit at the time. Giffels-Webster prepared the pre-design survey for this 20-acre development, as well as subsequent ALTA surveys for a land sale with the City of Detroit. The site included six retail buildings, with some designed as "white boxes" for future tenants. The specific needs of the known tenants, such as Farmer Jack, had to be incorporated while providing the flexibility required when designing for unknown end-users.

Giffels-Webster designed all site infrastructure for the development, including taps to the public utility systems, and coordinated the relocation of numerous utility poles. In addition, this site required extensive coordination with a large adjacent residential development located along the southern boundary.

Giffels-Webster also assisted in the permit processing of this site in several phases, including the subsequent permit processing of tenant build-out packages. Giffels-Webster was subsequently retained to perform the evaluation and design of the barrier-free ramps needed for the area to be ADA compliant.



## Project Experience

# Woodbridge Estates

**Hope VI – Housing Development  
Detroit, Michigan**

**Firm of Record:**  
Giffels-Webster Engineers, Inc.  
Paul Modi, PE, Associate

**Client:**  
Scripps-Park Associates  
Mr. Eric Gold  
248/488-5500

**Completion Date:** 2007

**Site Construction Cost:**  
\$92,000,000



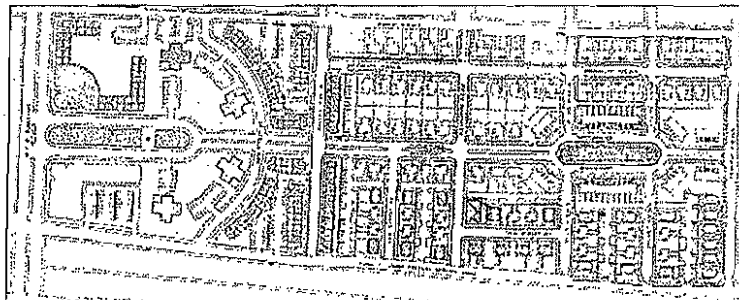
Rendering by Kadushin Associates



Renderings by Kadushin Associates

The Woodbridge Estates project is the redevelopment of the former 47-acre Jeffries Housing Development (Detroit's largest public housing site) with Hope VI funding. Hope VI is a federal program developed to eradicate severely distressed public housing. This site has undergone a significant rehabilitation, which includes high and mid-rise apartment buildings, townhouses, row houses, duplexes, commercial and recreational facilities, enhanced landscaping, and road and infrastructure improvements.

In addition to the site and utilities design, Giffels-Webster was responsible for the design and project management of the complete construction of nine roads designed according to the City of Detroit's standards. Giffels-Webster was responsible for the complete survey, legal description, design of horizontal and vertical alignments, storm sewer design, intersection details, and future construction staking. Giffels-Webster also evaluated and designed the handicap ramps needed in the area for ADA ramp compliance. Many of the old ramps were removed and replaced.



## Project Experience

# Technical Evaluation

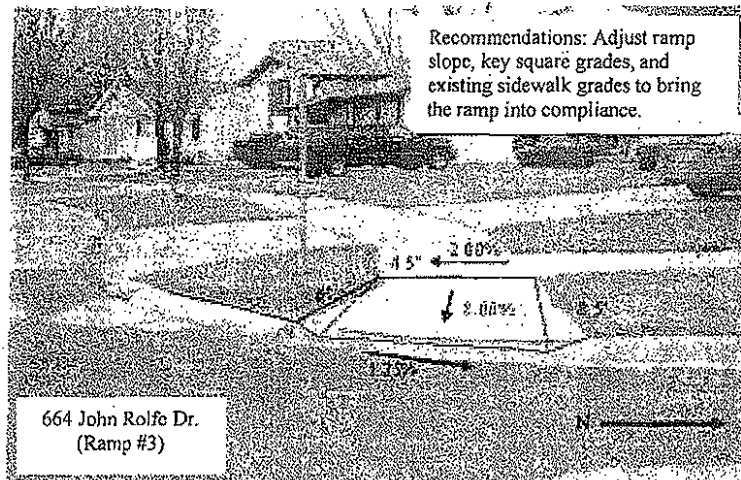
**ADA Non-Compliant Handicap  
Ramps  
Monroe, Michigan**

**Firm of Record:**  
Giffels-Webster Engineers, Inc.  
Keith Mayer, PE, Project Principal

**Client:**  
City of Monroe  
Mr. Patrick Lewis, Director of  
Engineering  
734/243-0700

**Completion Date:** 2005

**Construction Cost:** \$450,000



Giffels-Webster was retained by the City of Monroe to evaluate the city's recommendations for the modifications of various handicap ramps located throughout the city.

The technical report was divided into four parts in an effort to summarize the findings from the document review and site visit. The four parts were as follows:

1. Review of documentation provided by the City of Monroe.
2. Evaluation of modifications proposed by the city.
3. Technical findings.
4. Conclusions and recommendations.

Simplified sketches were created to illustrate the technical recommendations for each of the selected handicap ramps. Based on these recommendations, the report demonstrated that replacement costs could be reduced at a significant cost savings to the City of Monroe.

## Project Experience

# Urban Non-Motorized Transportation

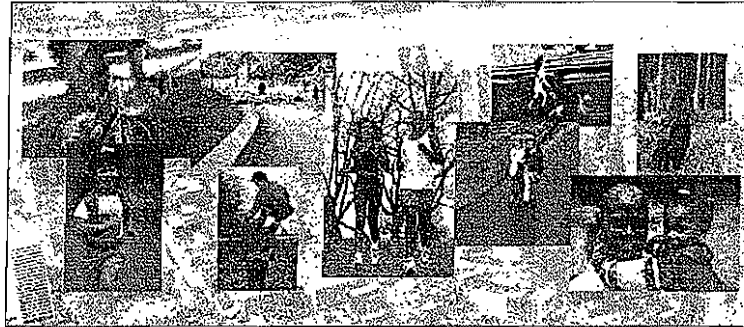
**Master Plan**  
Detroit, Michigan

**Firm of Record:**  
Giffels-Webster Engineers, Inc.  
Scott Clein, PE, Associate

**Client:**  
City of Detroit DPW  
Traffic Engineering Division  
Mr. Ashok Patel  
313/224-1610

**Completion Date:** 2006

**Design Fee:** \$200,000



### *Visioning Detroit's Urban Non-Motorized Future*

Giffels-Webster, along with Archive DS, Carter & Burgess, and Brogan & Partners, was selected to assist the City of Detroit in embarking on an enormously significant opportunity to expand the current concepts of "non-motorized transportation" in the City of Detroit. These green threads are a vision beyond parks, plants, and the visual aspects of the past. The new urban trails encompass transportation, urban wildlife, flood control, utilities, education, neighborhood planning, and other threads of the urban fabric.

The environmental scan of the city along with the extensive community involvement helped clarify the dynamics of various corridors and uncover community treasures, landmarks, destinations, and neighborhood resources. The urban trails connect diverse and incompatible land uses and bridge the isolation of car-based planning and architectural monuments. Accordingly, the Urban Non-Motorized Transportation Master Plan has become a vital component of a world-class city and affirms the continuing commitment in neighborhood revitalization.

**GWE**  
Giffels-Webster  
ENGINEERS  
Proposed Work Plan

Project Name: City of Nov ADA Transition Plan  
Project No.:

Prepared By:  
Date:

Scott Cline  
6/4/2010

Rate Structure:       Standard       Special       Direct Multiplier

Activity Name	Start Date	End Date	Employee Name/Rate							Hours	Rate	Total	Special	Direct Multiplier
			Scott Cline \$165	Russ Blum \$120	Terence Thomas \$105	Field Inspector \$50	Chris Lord \$185	Chris Trachtenberg \$100	Yonetta Whaley \$40					
<b>Programming Phase</b>										15	\$2,070	\$0	\$0	\$0
Kick-off Meeting with City Staff			2	2						4	\$590			\$0
Review Existing Transition Plan			2	2						4	\$590			\$0
Finalize Inventory Scope			1	2						3	\$425			\$0
Finalize Transition Plan Format										0	\$0			\$0
Finalize GIS Requirements				1						1	\$130			\$0
Update Project Schedule			1	1					1	3	\$336			\$0
<b>Evaluation of Existing Conditions Phase</b>										152	\$12,820	\$0	\$0	\$0
<b>Arterial/Collector Road Intersections</b>														
Field Inventory				2	16	16				34	\$2,740			\$0
Update Maps/GIS								8		8	\$400			\$0
<b>Local Road Intersections</b>														
Field Inventory				2	18	16				34	\$2,740			\$0
Update Maps/GIS								8		8	\$400			\$0
<b>Arterial/Collector Road Sidewalk and Pathways</b>														
Field Inventory				2	8	8				18	\$1,500			\$0
Update Maps/GIS								8		8	\$400			\$0
<b>Local Road Sidewalk and Pathways</b>														
Field Inventory				2	16	10				34	\$2,740			\$0
Update Maps/GIS								8		8	\$400			\$0
<b>Public Input Phase</b>										17	\$2,330	\$0	\$0	\$0
<b>Public Hearing</b>														
Walkable Nov			1	4						5	\$395			\$0
Open House			1	4						5	\$395			\$0
City Council			1	4						5	\$395			\$0
Summarize Compiled Public Input			1	1						2	\$265			\$0
<b>Draft ADA Transition Plan Phase</b>										23	\$4,635	\$0	\$0	\$0
Prepare Detail Background on ADA Requirements			2	8						6	\$1,110			\$0
Outline Best Management Practices			2	8						10	\$1,370			\$0
Prepare ADA Design Standards										0	\$0			\$0
Review Ordinances			1	4						5	\$685			\$0
Review Construction Standards				4						4	\$523			\$0
Identify Plan Goals and Objectives			1	2						3	\$425			\$0
Prepare Long and Near Term Improvement Recommendations			1	2						3	\$425			\$0
<b>Final ADA Transition Plan Phase</b>										42	\$5,455	\$2,500	\$0	\$2,500
Compile All Portion Information into Final Master Plan				8						8	\$1,040			\$0
Identify Performance Evaluation Tools			1	2						3	\$425			\$0
Final Independent Internal Review			1				2			3	\$405			\$0
Obtain Legal Review										0	\$0	\$2,500		\$2,500
Update City's Non-motorized Inventory/GIS				1				8		9	\$390			\$0
Prepare Sketches, Perspectives and Sections				8						8	\$1,090			\$0
Prepare Maintenance Plan and Cost Estimates			1	8			2			11	\$1,535			\$0
<b>Totals</b>										269	\$27,540	\$2,500	\$0	\$27,540

**SCHEDULE OF FEES  
FOR ENGINEERING, PLANNING, ENVIRONMENTAL  
AND SURVEYING SERVICES**

All work will be billed according to the following minimum fee schedule unless specific agreement is made in writing with an officer of this firm for another basis of charges.

Clerical .....	\$.....40.00 per hour
Professional Administrative Support .....	\$..... 100.00 per hour
Construction Inspector .....	\$....58.00 to 105.00 per hour
Contract Administrator .....	\$.... 80.00 to 115.00 per hour
Survey Manager .....	\$.... 95.00 to 135.00 per hour
Survey Technician .....	\$..... 70.00 to 95.00 per hour
Survey Crew.....	\$... 125.00 to 170.00 per hour
Wetland Specialist .....	\$..... 135.00 per hour
Landscape Architect .....	\$.... 70.00 to 125.00 per hour
Engineering Technician .....	\$..... 70.00 to 95.00 per hour
Project Engineer .....	\$.... 80.00 to 125.00 per hour
IT Specialist .....	\$.... 70.00 to 100.00 per hour
Project Manager.....	\$... 120.00 to 145.00 per hour
Project Executive .....	\$... 145.00 to 170.00 per hour

Notes to the Schedule of Fees:

1. The assignment of personnel is solely the responsibility of the officers of this firm.
2. These rates are based on work provided within 12 months of the date of the executed Agreement.
3. These rates include charges for computer and survey equipment, local travel, stakes, staff benefits, normal printing costs, telephone, fax, and other overhead costs and profit.
4. Outside services not normally provided by GWE, and other reimbursable expenses (special equipment, printing, reproduction, out-of-town travel, shipping, and subcontracted services) used for this project will be billed at cost plus 15% to allow for the Michigan Business Tax, Professional Liability Insurance, carrying costs, & profit, and are not included in the above hourly charge rates.
5. Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of the services. A detailed separation of charges and back-up data will be provided at Client's request.
6. Each invoice is due upon presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month on past due accounts.
7. We reserve the right to suspend or terminate work under our agreement upon failure of the client to pay invoices as due.
8. Lump-sum portions of Agreements will be invoiced on a percentage completion-to-date basis.
9. Overtime work (over 8 hours per day) for Construction Inspector time will be invoiced at a rate equal to 1.5 times the above scheduled rate.



## CONSULTING ENGINEERING AGREEMENT

This Agreement shall be considered as made and entered into as of the date of the last signature hereon, and is between the City of Novi, 45175 W. Ten Mile Road, Novi, MI 48375-3024, hereafter, "City," and Giffels-Webster Engineers, Inc. hereafter, "Engineer," whose address is 407 East Fort Street, Suite 600, Detroit, MI 48226.

### **RECITALS:**

The City desires to engage the services of the Engineer as a consulting engineer to perform engineering services for the ADA Compliance Transition Plan project. The Engineer desires to provide such services, as set forth below and in the attached and incorporated Exhibits, under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the foregoing, the City and Engineer agree as follows:

### **Section 1. Work.**

For and in consideration of payment by the City as provided under the "Payment for Engineering Services" section of this Agreement, Engineer shall perform the work described in the manner provided or required by the following Contract Documents, which are attached to and made a part of this Agreement as Exhibits A and B, all of said work to be done in a competent, efficient, timely, good and workmanlike manner, in accordance with the customary standard of care, and in compliance with all terms and conditions of this Agreement.

Exhibit A                      City's Request for Proposals dated May 10, 2010.

Exhibit B                      Engineer's Proposal, including Fee Proposal dated June 8, 2010.

### **Section 2. Payment for Engineer Services.**

1.     Basic Fee.  
        The fee for engineering services shall be equal to \$29,840.
  
2.     Payment Schedule for Basic Fee.

Engineer shall submit monthly statements for Engineering Services rendered. The statements shall be based on Engineer's estimate of the proportion of the total services actually completed for each task as set forth in Exhibit A at the time of billing. The monthly statements shall be accompanied by a written description of the status of project progress for that month. The City shall confirm the correctness of such statements, and may use the City's own Engineer for such purposes. The monthly statements should be accompanied by such properly completed reporting forms and other evidence of progress as may be required by the City. Upon such confirmation, the City shall pay the amount owed within 30 days.

3. Payment Schedule for Expenses.

As compensation for expenses, when incurred in direct connection with the project, and approved by the City, the City shall pay the Engineer its actual cost.

**Section 4. Ownership of Plans and Documents; Records.**

1. Upon completion or termination of this agreement, all documents prepared by the Engineer, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service shall become the property of the City.

2. The City shall make copies, for the use of the Engineer, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Engineer under this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body.

3. The Engineer shall furnish to the City, copies of all maps, records, field notes, and soil tests that were developed in the course of work for the City and for which compensation has been received by the Engineer.

**Section 5. Termination.**

1. This Agreement may be terminated by either party upon fourteen (14) days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party.

2. This Agreement may be terminated by the City for its convenience upon three (3) days' prior written notice to the Engineer.

3. In the event of termination, as provided in this Article, the Engineer shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Section 2 of this Agreement. Such amount shall be paid by the City upon the Engineer's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and that other information and materials as may have been accumulated by the Engineer in performing the services included in this Agreement, whether completed or in progress.

**Section 6. Disclosure.**

The Engineer affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional design services to the City within the two years preceding the execution of this Agreement. A campaign contribution, as defined by Michigan law shall not be considered as a valuable gift for the purposes of this Agreement.

## **Section 7. Insurance Requirements.**

1. The Engineer shall maintain at its expense during the term of this Agreement, the following insurance:

- a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
- b. **Commercial General Liability Insurance** – The Engineer shall procure and maintain during the life of this Agreement, 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 Engineer shall provide proof of **Professional Liability** coverage in the amount of not less than **\$1,000,000** (One Million Dollars) per claim.

2. The Engineer shall be responsible for payment of all deductibles contained in any insurance required hereunder.

3. If, during the term of this Agreement, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Engineer will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Engineer'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.

4. All policies shall name the Engineer 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. Commercial General and Automobile Liability policies shall name the City of Novi, its officers, agents and employees as additional insured. Certificates of Insurance evidencing such coverage shall be submitted to Sue Morianti, Purchasing Official, City of Novi, 45175 West Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of

performance under this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies.

5. If any work is sublet in connection with this Agreement, the Engineer shall require each sub-consultant to effect and maintain at least the same types and limits of insurance as fixed for the Engineer.

6. The provisions requiring the Engineer to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Engineer under this Agreement.

7. The City has the authority to vary from the specified limits as deemed necessary.

**Section 8. Indemnity and Hold Harmless.**

The Engineer agrees to hold harmless and indemnify the City, its officers, agents, employees from and against all claims, demands, suits liability, losses, damages or costs (including reasonable attorney fees and defense costs) arising out, of or resulting from the Consultant's tortious or negligent acts, errors, or omissions in performing this Agreement.

**Section 9. Nondiscrimination.**

The Engineer shall not discriminate against any employee, or applicant for employment because of race, color, sex, age or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Engineer further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78 Stat. 252 and 1976 PA 4563) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this Agreement.

**Section 10. Applicable Law.**

This Agreement is to be governed by the laws of the State of Michigan and the City of Novi Charter and Ordinances.

**Section 11. Approval; No Release.**

Approval of the City shall not constitute nor be deemed release of the responsibility and liability of Engineer, its employees, associates, agents and consultants for the accuracy and competency of their designs, working drawings, and specifications, or other documents and work; nor shall that approval be deemed to be an assumption of that responsibility by the City for any defect in the designs, working drawings and specifications or other documents prepared by Engineer, its employees, subcontractor, agents and consultants.

After acceptance of final plans and special provisions by the City, Engineer agrees, prior to and during the construction of this project, to perform those engineering

services as may be required by City to correct errors or omissions on the original plans prepared by Engineer and to change the original design as required.

**Section 12. Compliance With Laws.**

This Agreement and all of Engineer's work and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because the City is a public governmental agency or body. Engineer represents that it is in compliance with all such laws and eligible and qualified to enter into this Agreement.

**Section 13. Notices.**

Written notices under this Agreement shall be given to the parties at their addresses on page one by personal or registered mail delivery to the attention of the following persons:

City: Rob Hayes, P.E., Director of Public Services/City Engineer and Maryanne Cornelius, Clerk, with a copy to Tom Schultz, Secrest, Wardle, Lynch, Hampton, Truex & Morley, 30903 Northwestern Highway, Farmington Hills, MI 48334.

Engineer: Scott Clein, PE

**Section 14. Waivers.**

No waiver of any term or condition of this Agreement 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.

**Section 15. Inspections, Notices, and Remedies Regarding Work.**

During the performance of the work by Engineer, City shall have the right to inspect the work and its progress to assure that it complies with this Agreement. If such inspections reveal a defect in the work performed or other default in this Agreement, City shall provide Engineer with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Engineer shall correct the specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Agreement by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Engineer, or, preserve the claims of defects or defaults without termination by written notice to Engineer.

## **Section 16. Delays.**

No charges or claims for damages shall be made by the Engineer for delays or hindrances from any cause whatsoever during the progress of any portions of the services specified in this agreement, except as hereinafter provided.

In case of a substantial delay on the part of the City in providing to the Engineer either the necessary information or approval to proceed with the work, resulting, through no fault of the Engineer, in delays of such extent as to require the Engineer to perform its work under changed conditions not contemplated by the parties, the City will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data.

When delays are caused by circumstances or conditions beyond the control of the Engineer as determined by the City, the Engineer shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the Engineer to proceed to complete the services, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein set forth.

## **Section 17. Assignment.**

No portion of the project work, heretofore defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent of the City. Consent to sublet, assign, or otherwise dispose of any portion of the services shall not be construed to relieve the Engineer of any responsibility for the fulfillment of this agreement.

## **Section 18. Dispute Resolution.**

The parties agree to try to resolve any disputes as to contract administration or otherwise in good faith. In the event that the parties cannot resolve any reasonable dispute, the parties agree to seek alternative dispute resolution methods agreeable to both parties and which are legally permissive at the time of the dispute. The parties agree to use their best efforts to resolve any good faith dispute within 90 (ninety) days notice to the other party. In the event the parties cannot resolve that dispute as set forth above, they may seek such remedies as may be permitted by law.

WITNESSES

Giffels-Webster Engineers, Inc.

\_\_\_\_\_  
\_\_\_\_\_

By:  
Its:

The foregoing \_\_\_\_\_ was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_ on behalf

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

WITNESSES

CITY OF NOVI

\_\_\_\_\_  
\_\_\_\_\_

By:  
Its:

The foregoing \_\_\_\_\_ was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_ on behalf of the City of Novi.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_