



CITY of NOVI CITY COUNCIL

Agenda Item L
July 11, 2016

SUBJECT: Approval to award engineering design services to Spalding DeDecker Associates for the Meadowbrook Commons Parking Lot Rehabilitation project in the amount of \$53,567.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Divisor *RA*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 53,567
AMOUNT BUDGETED	\$ 1,044,000
LINE ITEM NUMBER	594-000.00-969.001

BACKGROUND INFORMATION:

The Meadowbrook Commons Parking Lot Rehabilitation project was recommended by the Parking Lot Inventory and Maintenance Plan completed in January 2014. A detailed evaluation of the parking lot was completed by Spalding DeDecker in 2015 that recommended removing the existing pavement, re-compacting the existing aggregate base and installing new asphalt pavement. The report also recommends leaving the existing carports in place during construction and replacing the underlying pavement with concrete due to the fact that the carport columns were constructed within concrete footings and the carports containing existing electrical wiring and lighting. Temporarily disassembling them is likely an unrealistic option from a cost and operational standpoint. This project also includes ADA ramp upgrades in the vicinity of the parking lot project. This project will also incorporate drainage improvements already designed by the City's consultant, Spalding DeDecker, to manage groundwater seepage currently observed in portions of the parking lot adjacent to the main building.

Spalding DeDecker's engineering fees are based on the fixed fee schedule and hourly survey rate as established in the Agreement for Professional Engineering Services for Public Projects. The design fees for this project will be \$46,767 (5.6% of the estimated construction cost for both areas, \$835,138) with \$6,800 for additional topographic survey for a total of \$53,567. The additional topographic survey addresses the greater density of ADA ramps included in the project compared to the typical allotment accounted for in the "Road Rehabilitation" fee curve.

The construction phase engineering fees will be awarded at the time of construction award and will be based on the construction contractor's bid price and the fee percentage established in the Agreement for Professional Engineering Services for Public Projects. A draft of the Supplemental Professional Engineering Services Agreement for this project is enclosed and includes the project scope and schedule.

The project will be designed this summer and constructed in 2017.

RECOMMENDED ACTION: Approval to award engineering design services to Spalding DeDecker Associates for the Meadowbrook Commons Parking Rehabilitation project in the amount of \$53,567.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

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



NOTE: UTILITY INFORMATION ON THIS DRAWING MAY BE FROM INFORMATION DISCLOSED TO THIS FIRM BY THE VARIOUS UTILITY COMPANIES, CITY/COUNTY AGENCIES AND OTHER VARIOUS SOURCES. UNDERGROUND UTILITIES WHICH ARE ON PRIVATE PROPERTY ARE USUALLY NOT DELINEATED UPON A UTILITY COMPANY'S PUBLISHED PLANS. THEIR LOCATION, IF SHOWN UPON THIS SURVEY, ARE APPROXIMATED FROM FOUND PAINT MARKS/STAKES, ETC. AS LOCATED BY THIS FIRM FROM SOURCES WHICH ARE UNKNOWN. NO GUARANTEE IS GIVEN AS TO THE COMPLETENESS OR ACCURACY THEREOF.

PRIOR TO CONSTRUCTION, ALL LOCATIONS AND DEPTHS OF EXISTING UTILITIES (IN CONFLICT WITH PROPOSED IMPROVEMENTS) SHALL BE VERIFIED IN THE FIELD. CALL MISS DIG 3 WORKING DAYS PRIOR TO CONSTRUCTION.

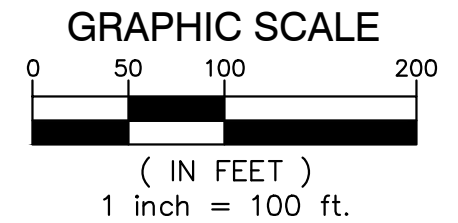
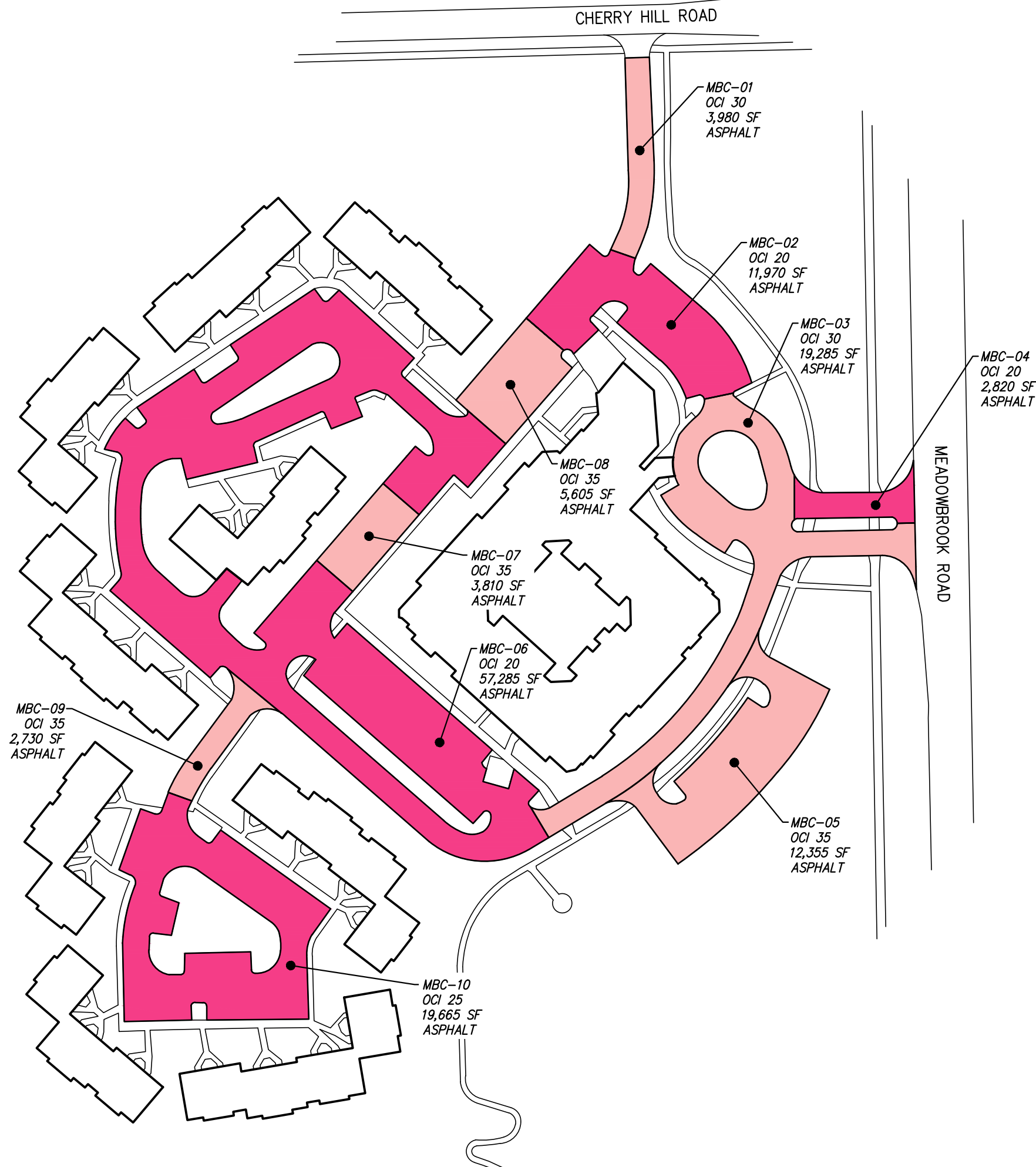
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MEADOWBROOK COMMONS
NOVI, MICHIGAN

**2015 PAVEMENT
EVALUATION**
OVERALL CONDITION INDEX

NO.	DATE	REVISION

DRAFTER J. ENSLEY	DATE 10-26-15
DESIGNER J. ENSLEY	DATE 10-26-15
CHECKED	DATE
PROJECT MANAGER T. SOVEL	BID PLAN DATE
DEPARTMENT MANAGER APPROVAL	DATE
VERIFY SCALES	
BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
JOB NO. NP15-055	DRAWING NO. NP15055OCI
SCALE 1" = 100'	SHEET NO. C1.1



OVERALL CONDITION INDEX (OCI)

PASER RATING

96 - 100	NEW PAVEMENT
86 - 95	EXCELLENT
76 - 85	VERY GOOD
66 - 75	GOOD+
56 - 65	GOOD
46 - 55	FAIR+
36 - 45	FAIR
26 - 35	POOR
16 - 25	VERY POOR
0 - 15	FAILED PAVEMENT

BASE DRAWING INFORMATION SHOWN IS FROM A COMBINATION OF AERIAL PHOTOGRAPHY AND FIELD INVESTIGATION. NO DETAILED SURVEY WORK WAS PERFORMED BY SPALDING DEDECKER. AREAS INDICATED ARE APPROXIMATE AND CANNOT BE GUARANTEED WITHOUT A FIELD SURVEY. SPALDING DEDECKER WILL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OF THE DRAWINGS.

December 15, 2015

Mr. Adam Wayne
Engineering Division
City of Novi
26300 Lee BeGole Drive
Novi, MI 48375

Re: Meadowbrook Commons Pavement Condition Assessment
Job No.: NP15-055

Dear Mr. Wayne:

Spalding DeDecker (SD) would like to provide you with the following general pavement evaluation report and recommendations to accompany the attached Overall Condition Index (OCI) Map and the Segment Information Spreadsheet for the Meadowbrook Commons site located at 25075 Meadowbrook Road, Novi, MI 48375 between Ten Mile Road and Grand River Avenue. We believe this information will be helpful to you as you prepare your future budget allocations for the site's pavement repair projects.

The site's asphalt pavement has an overall condition index (OCI) of 25.01 based on our modified PASER rating scale, which indicates that the majority of the existing pavement onsite is in poor condition. The site's pavement network is primarily comprised of asphalt, with only a few small concrete pavement segments within service areas such as loading areas and dumpster pads which were all found to be in fair to good condition with no major concrete pavement repairs required at this time.

The majority of the site's asphalt pavement was found to be in very poor to poor condition (OCI of 20 to 35), exhibiting major distresses such as block cracking, crack raveling/erosion, moderate to severe structural alligator (fatigue) cracking, and moderate to severe rutting and/or surface distortion. Therefore, these pavement segments are past the point of a rehabilitation effort such as a partial-depth mill and overlay being an effective repair approach. Due to the severity and extent of the existing cracking, a partial-depth mill and overlay approach for the pavement would likely lead to reflective cracking appearing in the new surface almost immediately after placing the new overlay pavement. Furthermore, isolated full-depth patching following a partial-depth mill would be cost-prohibitive due to the extent of the required patching. Therefore, due to the presence of severe and extensive alligator cracking and surface distortion, the most cost-effective approach to repairing the existing asphalt pavement would be to remove the existing asphalt pavement full-depth prior to replacement.

Based on the findings of the geotechnical investigation, the existing asphalt pavement material is of poor quality with poor compaction and has a thickness ranging from approximately 2.75" to 4". The pavement cross-section also includes a crushed limestone aggregate base course that was found to be of good quality and generally firm ranging from 8" to 12" thick. The underlying subgrade soil consists of a clay material that is generally dry and was determined to be suitable to be paved on top of.

Based on these geotechnical findings, the majority of the existing aggregate base course should be left in place, re-compacted and salvaged for re-use in the new pavement section. However, with areas of the asphalt pavement exhibiting major signs of structural failure such as extensive alligator cracking, rutting, and distortion, it is highly recommended that a significant base/subgrade undercutting allowance be included in the project budget to remove unsuitable and unstable soils and replace with compacted engineered fill. While some of the tire ruts found onsite can be attributed to poor asphalt pavement compaction, especially underneath the carports, there were other areas of rutting and surface distortion found onsite that are likely due to isolated areas of poor underlying soils. These areas of severe and extensive distresses are usually signs of subsurface (aggregate base and subgrade) failure, which is why undercutting may be necessary following a proof roll of the existing aggregate base once the existing asphalt pavement section is removed and the aggregate base is exposed. This will provide a structurally suitable subsurface prior to paving the new leveling and wearing course pavement layers. Our cost estimations noted on the attached Segment Information Spreadsheet include allowances for undercutting for each pavement segment.

Regarding the pavement underneath the existing carports, the most logical step would be to temporarily remove the carports and set aside until asphalt pavement reconstruction activities are completed. However, due to the fact that the carport columns were constructed within concrete footings along with the carports containing existing electrical wiring and lighting, temporarily disassembling them is likely an unrealistic option from a cost and operational standpoint. Furthermore, reconstructing with asphalt pavement underneath the existing carports if left in place may also prove to be a difficult task due to the low existing vertical clearance which will likely prevent the required paving equipment such as pavers and rollers from accessing these areas. Therefore, paving with asphalt at these locations with the carports left in place would require smaller detailed equipment and a fair amount of handwork, which can be very costly. Additionally, the quality of work is also a legitimate concern with this type of work since the typical large equipment cannot be used. Because of these reasons outlined above, we recommend leaving the existing carport structures in place and replacing the existing asphalt pavement section with a new concrete pavement section underneath the carports. While the cost of concrete pavement is higher than that of asphalt pavement, this approach will work the best from a constructability standpoint while also providing an aesthetically pleasing and structurally sound end product. This will help prevent tire ruts from reappearing in these locations as they currently exist due to poor asphalt pavement compaction.

The existing drainage structures within the pavement repair areas should also be repaired. These repairs would include rebuilding the top adjustment portion of the structure, installing underdrain at the low point structures to help drain the subgrade, pointing up the structures to prevent water and/or soil infiltration that may lead to future sinkholes, and installing concrete collars around the structure covers where practical.

Additionally, while most of the concrete curb and gutter was found to be in good, functioning condition, there were isolated areas around the site that were in poor damaged and deteriorated condition. If the asphalt pavement is to be removed and replaced, these areas of curb and gutter should be replaced as well prior to paving the new pavement section in order to preserve a continuous pavement surface without future sawcuts or patches due to curb repair retrofitting. These sections should be sawcut, removed and replaced to match existing.

The following is an overview of the recommended pavement repairs based on the site's existing conditions:

- Full-depth asphalt pavement reconstruction of the site's asphalt pavement. Reconstruction should include removing and replacing the entire asphalt pavement structure while salvaging the majority of the existing aggregate base course. However, a significant undercutting allowance should also be carried into the project since the pavement is experiencing areas of structural subsurface distress.
- Remove existing asphalt pavement underneath existing carports to remain in place, and install new concrete pavement section (8" concrete on 6" aggregate base).
- Implement drainage structure repairs within reconstructed pavement segments. Repairs should include rebuilding the brick/block adjustment section of the structure and pointing up with mortar cement, installing structure underdrain to provide positive drainage for the subgrade layer, and installing a concrete collar around low point structure covers where practical.
- Isolated concrete curb and gutter repairs around the site as necessary.

The total budgetary cost for all of the recommended pavement repairs is \$761,198.00. Please refer to the attached Segment Information Spreadsheet for cost information.

Please contact us if you would like any more information or if you would like to proceed with repair plan design work. If you would like to proceed with the project, we will provide you with a proposal for the design and construction phases of the project. We plan on providing more detailed quantity, repair and cost information during the potential design phase.

Sincerely,

SPALDING DEDECKER



Thomas Sovel, P.E.
Vice President



Jacob R. Ensley, P.E.
Project Engineer

JE

cc: SDA Job File
SDA Chrono

SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT

MEADOWBROOK COMMONS PARKING LOT REHABILITATION

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 Spalding DeDecker Associates, Inc., whose address is 905 South Boulevard East, Rochester Hills, MI 48307, hereafter, "Consultant."

RECITALS:

This Agreement shall be supplemental to, and hereby incorporates the terms and conditions of the AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC PROJECTS, and attached exhibits, entered into between the City and the Consultant on December 17, 2012.

The project includes the design and the preparation of plans and specifications for the Meadowbrook Commons Rehabilitation.

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

Section 1. Professional Engineering Services.

For and in consideration of payment by the City as provided under the "Payment for Engineering Services" section of this Agreement, Consultant shall perform the work described in the manner provided or required by the following Scope of Services, which is attached to and made a part of this Agreement as Exhibit A, all of said services to be done in a competent, efficient, timely, good and workmanlike manner and in compliance with all terms and conditions of this Agreement.

Exhibit A Scope of Services

Section 2. Payment for Professional Engineering Services.

1. Basic Fee.
 - a. Design Phase Services: The Consultant shall complete the design phase services as described herein for a lump sum fee of \$55,355, which is 8.2% of the estimated construction cost (\$675,065) as indicated on the design and construction engineering fee curve provided in Exhibit B of the Agreement for Professional Engineering Services for Public Projects.
 - b. Construction Phase Services will be awarded at the time of construction award, should it occur.

2. Payment Schedule for Professional Engineering Services Fee.

Consultant shall submit monthly statements for professional engineering services rendered. The statements shall be based on Consultant'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 City shall confirm the correctness of such estimates, and may use the City's own engineer for such purposes. The monthly statements should be accompanied by such properly completed reporting forms and such other evidence of progress as may be required by the City. Upon such confirmation, the City shall pay the amount owed within 30 days.

Final billing under this agreement shall be submitted in a timely manner but not later than three (3) months after completion of the services. Billings for work submitted later than three (3) months after completion of services will not be paid. Final payment will be made upon completion of audit by the City.

3. Payment Schedule for Expenses.

All expenses required to complete the scope of services described herein, including but not limited to costs related to mileage, vehicles, reproduction, computer use, etc., shall be included in the basic fee and shall not be paid separately. However, as compensation for expenses that are not included in the standard scope of services, when incurred in direct connection with the project, and approved by the City, the City shall pay the Consultant its actual cost times a factor of 1.15.

Section 4. Ownership of Plans and Documents; Records.

1. Upon completion or termination of this agreement, all documents prepared by the Consultant, 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 Consultant, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Consultant 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 Consultant 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 Consultant.

Section 5. Termination.

1. This Agreement may be terminated by either party upon 7- 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 90 days' prior written notice to the Consultant.

3. In the event of termination, as provided in this Article, the Consultant 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 Consultant'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 Consultant in performing the services included in this Agreement, whether completed or in progress.

Section 6. Disclosure.

The Consultant 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 engineering 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 Consultant shall maintain at its expense during the term of this Agreement, the following insurance:

- A. Worker's Compensation insurance relative to all Personnel engaged in performing services pursuant to this Agreement, with coverage not less than that required by applicable law.
- B. Comprehensive General Liability insurance with maximum bodily injury limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate and minimum Property Damage limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate.
- C. Automotive 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 occurrence and/or aggregate minimum property damage limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate.
- D. The Consultant shall provide proof of Professional Liability coverage in the amount of not less than \$1,000,000 (One Million Dollars) per occurrence and/or aggregate, and Environmental Impairment coverage.

2. The Consultant 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 Consultant will furnish on demand such additional coverage as may reasonably be required under the

circumstances. All such insurance shall be effected at the Consultant'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 Consultant 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 to the City.

With the exception of professional liability, all insurance 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 Manager, City of Novi, 45175 West Ten Mile Road, Novi, MI 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 Consultant shall require each subconsultant to effect and maintain at least the same types and limits of insurance as fixed for the Consultant.

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

Section 8. Indemnity and Hold Harmless.

A. The Consultant agrees to indemnify and hold harmless the City, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the City by reason of personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of the Consultant in performing or failing to perform the work.

The Consultant agrees that it is its responsibility and not the responsibility of the City to safeguard the property and materials used in performing this Agreement. Further, this Consultant agrees to hold the City harmless for any loss of such property and materials used pursuant to the Consultant's performance under this Agreement.

Section 9. Nondiscrimination.

The Consultant 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 Consultant 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 subconsultant 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 Consultant, its employees, associates, agents and subconsultants for the accuracy and competency of their designs, working drawings, and specifications, or other documents and services; 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 Consultant, its employees, subconsultants, and agents.

After acceptance of final plans and special provisions by the City, Consultant 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 Consultant and to change the original design as required.

Section 12. Compliance With Laws.

This Contract and all of Consultants professional services 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. Consultant 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 and Maryanne Hanson, Clerk, with a copy to Thomas R. Schultz, City Attorney

Consultant: Cheryl Gregory, P.E., Vice President, Director of Engineering Services

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 professional services by Consultant, City shall have the right to inspect the services 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 Consultant with written notice to correct the defect or default within a specified

number of days of the notice. Upon receiving such a notice, Consultant 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 being a valid claim and charge against Consultant; or, the City may preserve the claims of defects or defaults without termination by written notice to Consultant.

All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the City. All questions as to the satisfactory and acceptable fulfillment of the terms of this agreement shall be decided by the City.

Section 16. Delays.

No charges or claims for damages shall be made by the Consultant 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 Consultant either the necessary information or approval to proceed with the work, resulting, through no fault of the Consultant, in delays of such extent as to require the Consultant 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 Consultant as determined by the City, the Consultant 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 Consultant 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 Consultant of any responsibility for the fulfillment of this agreement.

Section 18. Dispute Resolution.

The parties agree to try to resolve any disputes as to professional engineering services 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

Spalding DeDecker Associates, Inc.

By:
Its:

The foregoing _____ was acknowledged before me this ____ day of _____,
20____, by _____ on behalf of

_____.

Notary Public
_____ County, Michigan
My Commission Expires: _____

WITNESSES

CITY OF NOVI

By: Robert J. Gatt
Its: Mayor

The foregoing _____ was acknowledged before me this ____ day of _____,
20____, by _____ on behalf of the City of Novi.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

EXHIBIT A - SCOPE OF SERVICES

Consultant shall provide the City professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as the City's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary engineering services incidental thereto, as described below.

A. Basic Services.

1. See attached.

B. Performance.

1. The Consultant agrees that, immediately upon the execution of this Agreement, it will enter upon the duties prescribed in this agreement, proceed with the work continuously, and make the various submittals on or before the dates specified in the attached schedule. The City is not liable and will not pay the Consultant for any services rendered before written authorization is received by the Consultant.
2. The Consultant shall submit, and the City shall review and approve a timeline for submission of plans and/or the completion of any other work required pursuant to this Scope of Services. The Consultant shall use its best efforts to comply with the schedule approved by the City.
3. If any delay is caused to the Consultant by order of the City to change the design or plans; or by failure of the city to designate right-of-way, or to supply or cause to be supplied any data not otherwise available to the Consultant that is required in performing the work described; or by other delays due to causes entirely beyond the control of the Consultant; then, in that event, the time schedules will be adjusted equitably in writing, as mutually agreed between the City and the Consultant at the moment a cause for delay occurs.
4. Since the work of the Consultant must be coordinated with the activities of the City (including firms employed by and governmental agencies and subdivisions working with the City), the Consultant shall advise the City in advance, of all meetings and conferences between the Consultant and any party, governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Consultant.

June 27, 2016

Adam Wayne
Department of Public Services
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

**Re: Engineering Services for
Meadowbrook Commons parking lot rehabilitation
Job No.: PR16-141**

Dear Mr. Wayne:

Spalding DeDecker (SD) is pleased to provide the following proposal for pavement improvements throughout the parking area at Meadowbrook Commons, located at 25075 Meadowbrook Road. The work will also include upgrading sidewalk ramps to achieve ADA compliance, at locations circled in the attached drawings for the "ADA Compliance Transition Plan", MC-1 and MC-2.

Project Overview and Understanding of Requested Services

The City of Novi intends to repair and replace the pavement throughout the parking and drive areas at the Meadowbrook Commons Senior Living Facility. The proposed work includes various pavement repairs, including full depth pavement replacement, replacing asphalt with concrete pavement under the carports, various storm structure repairs, and isolated curb and gutter replacement. The repairs will be based on the condition assessment done by Spalding DeDecker (SD) in 2015.

SD also provided a complete ADA assessment of the facility in 2013, noting numerous areas that are non-compliant. This paving project will address those ADA issues on the perimeter of the main building, including parking space, ramps, and accessible routes from the handicap parking spaces. Other ADA non-compliance issues pertaining to sidewalk ramps on the opposite side of the road/parking area around the multi-floor building will be addressed, as well.

Spalding DeDecker (SD) proposes to perform design services for the major rehabilitation of the parking lot and driveways based on the proposed scope of services below.

Proposed Scope of Services

SD's scope will include:

- SD will use the plan prepared during our pavement condition assessment as our base for these improvements. We will also acquire detailed field survey data within the limits shown on the attached aerial map in order to address the ADA non-compliance issues within those area.



- Pavement cores were done at the time of our assessment, with a report of the subgrade conditions. Additional cores are not anticipated at this time.
- The proposed design includes:
 - All pavement replacement will be included on the plans.
 - The proposed pavement section is assumed to be 4" of HMA. This will be placed on the existing aggregate base, which has been deemed as suitable per the core report. This will be reviewed with final determination being made during design.
 - Isolated curb and gutter replacement will be indicated where necessary.
 - Various storm sewer structures will be indicated for repair.
 - A pavement striping plan will be included.
 - The prior drainage improvement plan (previously designed) will be incorporated into the plans. This plan is for the "Meadowbrook Commons Drainage Improvements", SDA Job No. NV15-008.
- Additional survey outside of the limits of paving may be required if additional drainage issues are determined during design. We anticipate five areas with dimensions of 80ft. x 80ft. may require additional survey. The additional survey will only be performed with the City's prior approval.

Construction Cost Estimate and Proposed Fees

Based on our pre-qualification status with the City, engineering design fees are based on a percentage of the pre-design construction cost estimate. The fee percentage used depends on the type of services to be provided based on the proposed work. This type of project is most similar to a "Road Rehabilitation" project, so that fee percentage will be used. The fee for this project is based on the Construction Cost Opinion that accompanied our condition report. However, the project also includes an unusually large number of ADA sidewalk ramps to be upgraded, which is not typical of a Road Rehabilitation project of this size. An additional amount of survey hours is included in the cost estimate to allow for the additional ADA ramp surveys (38 hours), as well as hours for detailed survey of drainage areas outside of the paved surface (45 hours).

<u>Project</u>	<u>Construction Budget</u>	<u>Design Fee Rate</u>	<u>Proposed Design Fee</u>
Meadowbrook Commons Pavement Improvements	\$ 835,138	5.60 %	\$46,767.00
Additional Topographic Survey		68 hours @ \$100/hr	\$ 6,800.00
		Total:	\$ 53,567.00



Project Schedule

The following summarizes the anticipated schedule for the pathway project:

<u>Milestone</u>	<u>Completed By</u>
Design Project Award	07/11/2016
Kickoff Meeting	07/22/2016
30% Design Review	08/19/2016
90% Design Review	09/16/2016
100% Construction Documents	09/30/2016
Bid Letting	TBD (2017)
Construction Start	April 2017
Construction Completion	July 2017

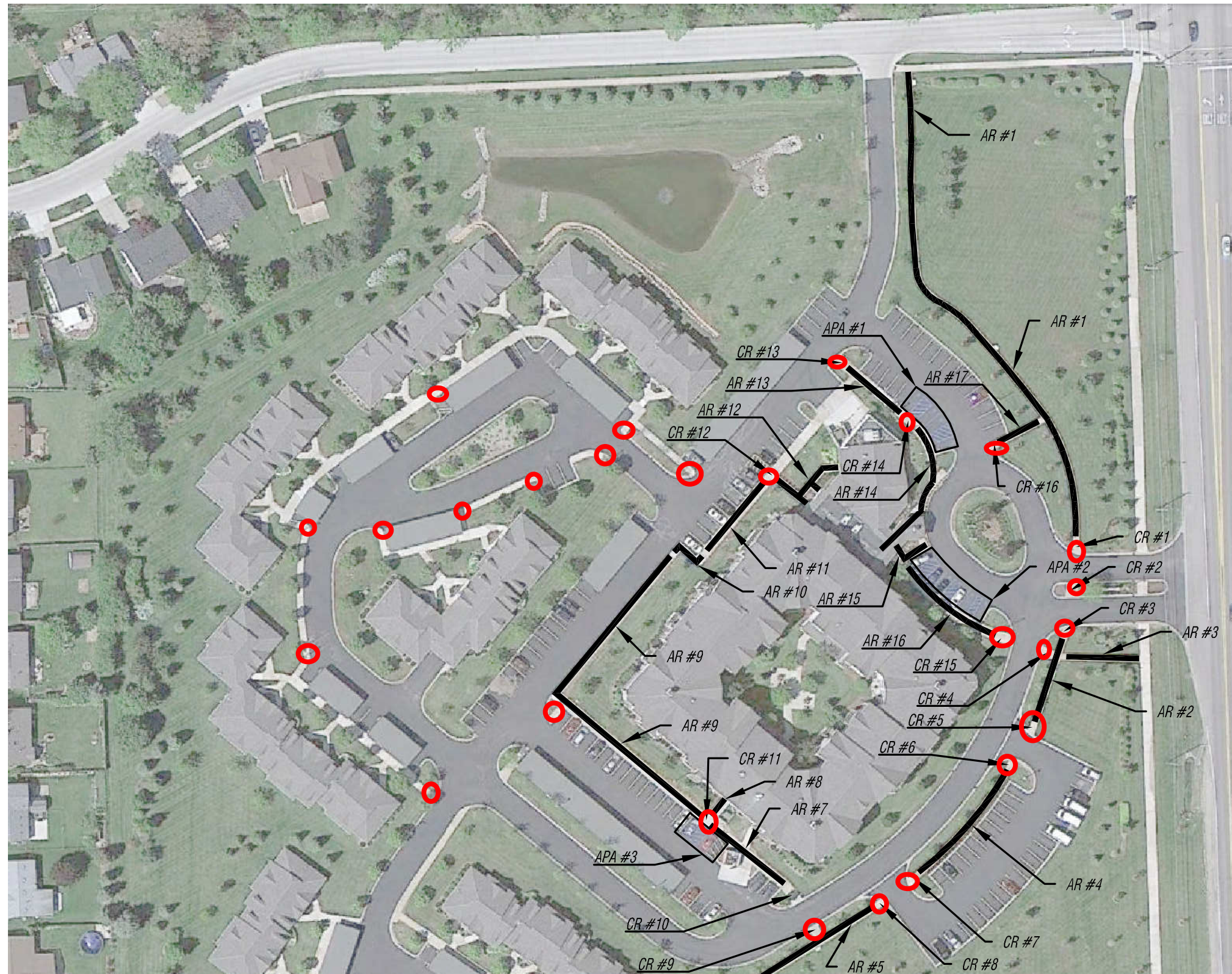
Thank you for your selection of SD to provide design services for the Meadowbrook Commons pavement improvement project. Please don't hesitate to contact me if you have any questions or comments regarding this submittal.

SPALDING DEDECKER ASSOCIATES, INC.

Cheryl Gregory, PE
Senior Project Manager

attachments

M:\Proposals\2016\PR16-137-Novl - 8 Mile Pathway Extension\16_06_16 _ Scope of Services.docx



Spalding DeDecker
Associates, Inc.

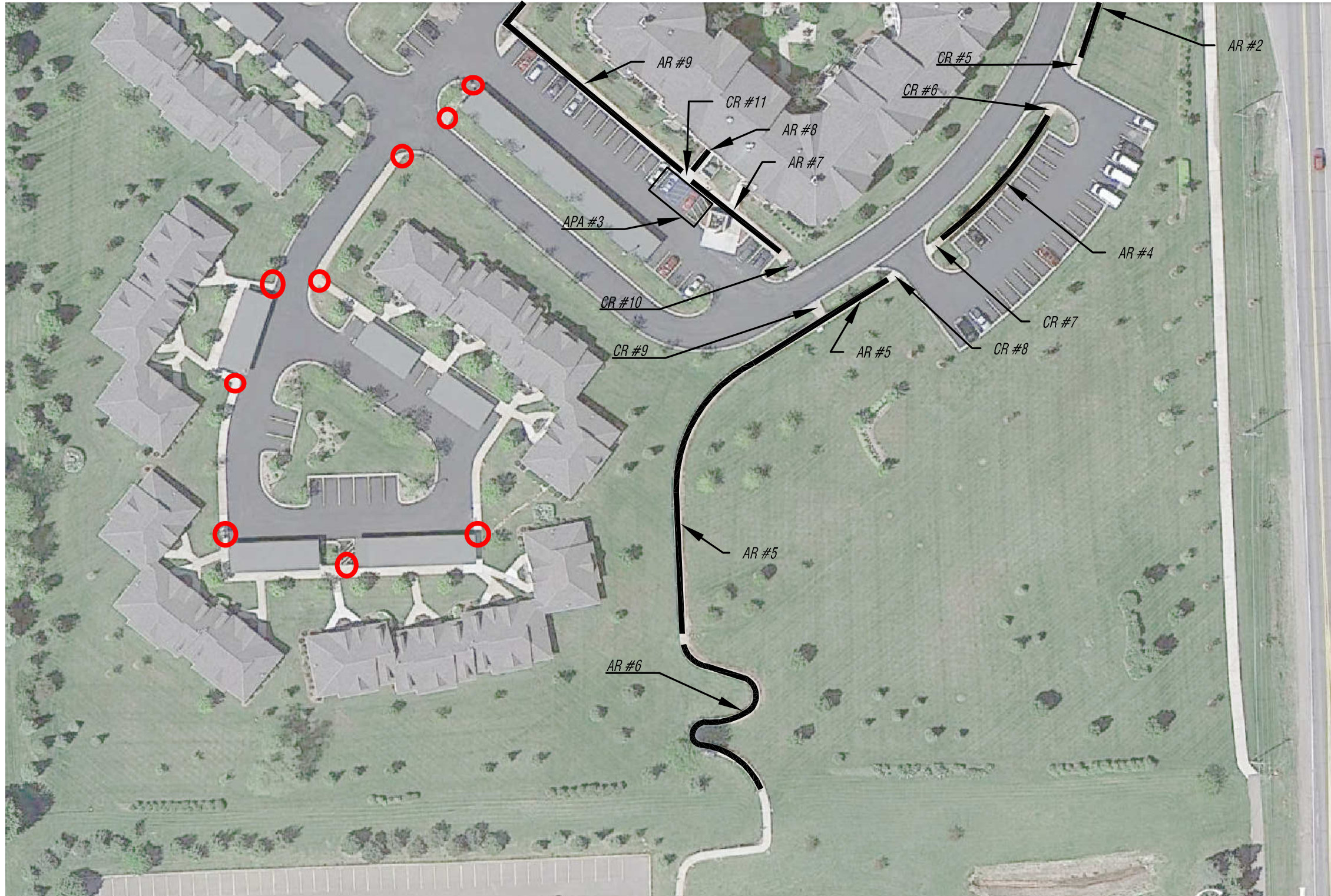


DRAWN BY: PJK	DATE: 06/24/13
CHECKED BY: TJS	DATE: 06/24/13
PROJECT MANAGER: TJS	BID PLAN DATE:

SPALDING DeDECKER ASSOCIATES, INC.
ENGINEERS SURVEYORS
905 SOUTH BLVD. EAST PHONE: (248) 844-5400
ROCHESTER HILLS, MI 48307 FAX: (248) 844-5404
www.sda-eng.com

Meadowbrook Commons - North
City of Novi
ADA Compliance Transition Plan

JOB No. NV13006	DRAWING No. MEADOWBROOK
SCALE: NONE	SHEET MC-1



DRAWN BY: PJK	DATE: 06/24/13
CHECKED BY: TJS	DATE: 06/24/13
PROJECT MANAGER: TJS	BID PLAN DATE:

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Meadowbrook Commons - South
 City of Novi
 ADA Compliance Transition Plan

JOB No. NV13006	DRAWING No. MEADOWBROOK
SCALE: NONE	SHEET MC-2

SURVEY LIMITS AND ADA IMPROVEMENT AREA



MEADOWBROOK COMMONS - EXISTING PAVEMENT SEGMENTS								
Segment ID	Ex. Pavement Classification	OCI	Segment Area (SF)	Repair	Quantity	Unit	Unit Cost	Total Cost
MBC-01	Asphalt Pavement	30	3,980	Full-depth asphalt pavement reconstruction while salvaging existing aggregate base.	3,980	SF	\$3.25	\$12,935.00
				Remove portion (25% of segment area) of unsuitable aggregate base and subgrade soils and replace with compacted engineered fill.	37	CY	\$50.00	\$1,850.00
MBC-02	Asphalt Pavement	20	11,970	Full-depth asphalt pavement reconstruction while salvaging existing aggregate base.	11,183	SF	\$3.25	\$36,344.75
				Remove existing asphalt pavement and install new concrete pavement section (8" concrete on 6" aggregate base) under existing carports to remain.	787	SF	\$10.00	\$7,870.00
				Remove portion (25% of segment area) of unsuitable aggregate base and subgrade soils and replace with compacted engineered fill.	111	CY	\$50.00	\$5,550.00
MBC-03	Asphalt Pavement	30	19,285	Full-depth asphalt pavement reconstruction while salvaging existing aggregate base.	19,285	SF	\$3.25	\$62,676.25
				Remove portion (25% of segment area) of unsuitable aggregate base and subgrade soils and replace with compacted engineered fill.	179	CY	\$50.00	\$8,950.00
MBC-04	Asphalt Pavement	20	2,820	Full-depth asphalt pavement reconstruction while salvaging existing aggregate base.	2,820	SF	\$3.25	\$9,165.00
				Remove portion (25% of segment area) of unsuitable aggregate base and subgrade soils and replace with compacted engineered fill.	26	CY	\$50.00	\$1,300.00
MBC-05	Asphalt Pavement	35	12,355	Full-depth asphalt pavement reconstruction while salvaging existing aggregate base.	12,355	SF	\$3.25	\$40,153.75
				Remove portion (25% of segment area) of unsuitable aggregate base and subgrade soils and replace with compacted engineered fill.	114	CY	\$50.00	\$5,700.00
MBC-06	Asphalt Pavement	20	57,285	Full-depth asphalt pavement reconstruction while salvaging existing aggregate base.	44,099	SF	\$3.25	\$143,321.75
				Remove existing asphalt pavement and install new concrete pavement section (8" concrete on 6" aggregate base) under existing carports to remain.	13,186	SF	\$10.00	\$131,860.00
				Remove portion (25% of segment area) of unsuitable aggregate base and subgrade soils and replace with compacted engineered fill.	530	CY	\$50.00	\$26,500.00
MBC-07	Asphalt Pavement	35	3,810	Full-depth asphalt pavement reconstruction while salvaging existing aggregate base.	3,244	SF	\$3.25	\$10,543.00
				Remove existing asphalt pavement and install new concrete pavement section (8" concrete on 6" aggregate base) under existing carports to remain.	566	SF	\$10.00	\$5,660.00
				Remove portion (25% of segment area) of unsuitable aggregate base and subgrade soils and replace with compacted engineered fill.	35	CY	\$50.00	\$1,750.00
MBC-08	Asphalt Pavement	35	5,605	Full-depth asphalt pavement reconstruction while salvaging existing aggregate base.	3,692	SF	\$3.25	\$11,999.00
				Remove existing asphalt pavement and install new concrete pavement section (8" concrete on 6" aggregate base) under existing carports to remain.	1,913	SF	\$10.00	\$19,130.00
				Remove portion (25% of segment area) of unsuitable aggregate base and subgrade soils and replace with compacted engineered fill.	52	CY	\$50.00	\$2,600.00
MBC-09	Asphalt Pavement	35	2,730	Full-depth asphalt pavement reconstruction while salvaging existing aggregate base.	2,730	SF	\$3.25	\$8,872.50
				Remove portion (25% of segment area) of unsuitable aggregate base and subgrade soils and replace with compacted engineered fill.	25	CY	\$50.00	\$1,250.00
MBC-10	Asphalt Pavement	25	19,665	Full-depth asphalt pavement reconstruction while salvaging existing aggregate base.	13,116	SF	\$3.25	\$42,627.00
				Remove existing asphalt pavement and install new concrete pavement section (8" concrete on 6" aggregate base) under existing carports to remain.	6,549	SF	\$10.00	\$65,490.00
				Remove portion (25% of segment area) of unsuitable aggregate base and subgrade soils and replace with compacted engineered fill.	182	CY	\$50.00	\$9,100.00
MBC-STR	Drainage Structures	N/A	N/A	Structure Repairs: Install Underdrain and Concrete Collars, Repair Brick Adjustments.	29	EA	\$2,000.00	\$58,000.00
MBC-CURB	Curb and Gutter	N/A	N/A	Isolated concrete curb and gutter repairs.	600	LF	\$50.00	\$30,000.00
		AVERAGE OCI =	25.01	TOTAL - EXISTING PAVEMENT SEGMENTS =				\$761,198.00

SUMMARY OF COSTS	
Full Depth Asphalt Pavement Reconstruction	\$378,638.00
Concrete Pavement Underneath Existing Carports to Remain	\$230,010.00
Undercutting Allowance	\$64,550.00
Drainage Structure Repairs	\$58,000.00
Isolated Curb and Gutter Repairs	\$30,000.00
TOTAL	\$761,198.00

**SPALDING DeDECKER ASSOCIATES, INC.
 905 SOUTH BOULEVARD EAST,
 ROCHESTER HILLS, MICHIGAN 48307
 (248) 844-5400**

COST OPINION - ADA IMPROVEMENTS

PROJECT NAME: ADA Compliance - Meadowbrook Commons JOB NO. NV13006

Revised 6-24-16 CLG

ADA - MAIN MULTI-FLOOR BUILDING & MULTI SINGLE FLOOR DWELLINGS					
ITEM CODE	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM PRICE
574	4624	S.F.	REMOVE, RE-GRADE AND REPLAGE ASPHALT PAVEMENT	\$7.00	\$32,347.00
508	203	Ton	21AA Aggregate	\$32.00	\$6,496.00
572	4320	S.F.	REMOVE, RE-GRADE AND REPLACE CONCRETE SIDEWALK	\$5.00	\$21,600.00
642	200	S.F.	INTERMITTENT CONC. SIDEWALK REPAIR AND/OR LEVELING	\$3.00	\$600.00
637	1	L.S.	STRIPING	\$1,000.00	\$1,000.00
641	8	EA.	ATTACH VAN ACCESSIBLE SIGN TO EXISTING	\$100.00	\$800.00
504	30	EA.	ADA SIDEWALK RAMP	\$1,100.00	\$33,000.00
650	8	EA.	ADJUST SIGN	\$100.00	\$800.00
TOTAL ADA - MAIN MULTI-FLOOR BUILDING & multiple single floor dwellings					\$64,296.00
15% CONTINGENCY					\$9,644.40
TOTAL					\$73,940.40