



## CITY of NOVI CITY COUNCIL

Agenda Item B  
May 20, 2013

**SUBJECT:** Approval to award an engineering services agreement with Spalding DeDecker Associates, Inc. for engineering services related to the development of an Americans with Disabilities Act (ADA) Compliance and Transition Plan for City owned sites in the amount of \$34,000.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *ELC* *M.W.*

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

<b>EXPENDITURE REQUIRED</b>	<b>\$ 34,000</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 35,000</b>
<b>LINE ITEM NUMBER</b>	<b>101-442.10-805.000</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 establishes a grievance procedure, potentially making the area involved in the complaint a higher priority to resolve the issue in a prompt and fair manner.

In 2010, an ADA Compliance Transition Plan was developed for pathways within the road right-of-way (ROW), and included pathways along both major and local roadways. The ADA Compliance Transition Plan being proposed now will address City-owned sites such as pathways, parking areas, parks, etc. outside the road ROW. The attached map shows the locations of the sites that will be evaluated during the development of the plan.

These two ADA Compliance Transition Plans together will be used as guidance to assist with developing a long-term plan for ADA improvements throughout the City. The plans will help to prioritize future projects and estimate the funding required to bring all pedestrian facilities into ADA compliance within the City in a phased-in manner over several years. The annual ADA Compliance Implementation Program allocates \$50,000 for ADA pathway improvements, typically dedicated to high priority areas in the vicinity of another project.

The Agreement for Professional Engineering Services for Public Projects does not contain a fee category for this type of project, so proposals were requested from the City's three pre-qualified engineering firms. City staff reviewed the proposals and recommends that

design engineering for this project be awarded to SDA. SDA's proposal and a summary of the review scoring are attached.

It is anticipated that field evaluations will be completed over the next couple months, and the plan will be completed by fall 2013.

**RECOMMENDED ACTION:** Approval to award an engineering services agreement with Spalding DeDecker Associates, Inc. for engineering services related to the development of an Americans with Disabilities Act (ADA) Compliance and Transition Plan for City owned sites in the amount of \$34,000.

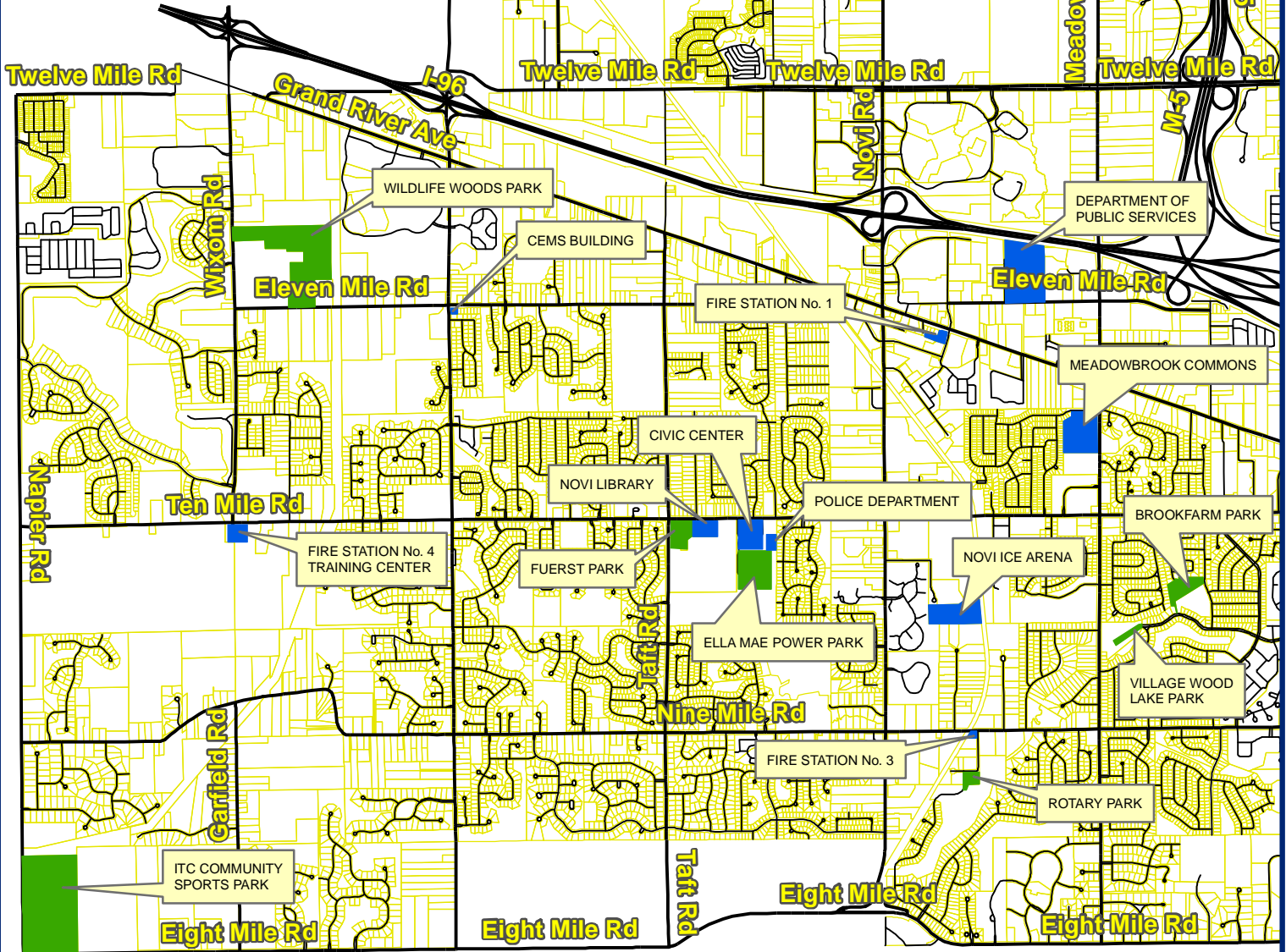
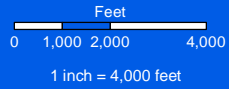
	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

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

# 2013 ADA COMPLIANCE TRANSITION PLAN

## City-Owned Facilities

### Location Map



Map Author: Croy  
Date: 4/3/2013  
Project: ADA Transition Plan (City-Owned)  
Version #: v1.0



**City of Novi**  
Engineering Division  
Department of Public Services  
26300 Lee BeGole Drive  
Novi, MI 48375  
cityofnovi.org

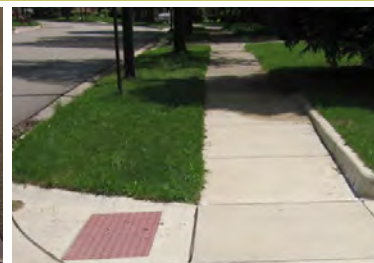
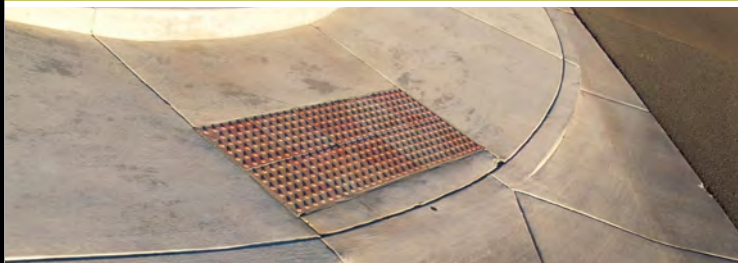
#### Legend

- City Buildings (11)
- City Parks (9)

#### MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

## City of Novi ADA Compliance Transition Plan for City-Owned Facilities



Engineering Service Proposal  
Due: May 9, 2013  
SDA PR13-117

**Detroit**

1435 Randolph St., Suite 400  
Detroit, Michigan 48226  
(313) 967-4700  
Fax (313) 967-4707

**Rochester Hills**

905 South Blvd. East  
Rochester Hills, Michigan 48307  
(248) 844-5400  
Fax (248) 844-5404

**San Antonio**

9120 Old Dietz Elkhorn Rd.  
Fair Oaks Ranch, Texas 78015  
(830) 755-8434  
Fax (830) 755-8435

**Livonia Field Office**

39293 Plymouth Rd., Suite 102  
Livonia, Michigan 48150  
(734) 293-5200  
Fax (734) 293-5202

**Monroe Field Office**

25 South Monroe St., Suite 305  
Monroe, Michigan 48161  
(734) 242-6816  
Fax (734) 242-6817

**Cleveland Field Office**

5555 Canal Rd.  
Cleveland, Ohio 44125  
(216) 789-0748



May 9, 2013

Mr. Ben Croy, PE  
Civil Engineer  
Department of Public Services  
City of Novi  
26300 Lee Begole Drive  
Novi, MI 48375

**Re: Consulting Services for ADA Compliance Transition Plan for City-owned Facilities  
SDA Proposal No. PR13-117**

Dear Mr. Croy:

Attached please find our proposal for the above-noted project. We have read the Request for Proposals in your email dated 4/25/2013, and feel that we are well-qualified to complete the needed services.

We are presenting the required information according to the points indicated in your email:

- Project Understanding
- Project Team Qualifications and Firm Information
- Project Team Experience with Similar Projects
- References
- Description of Fees

Please contact me if you have any questions or require additional information. We look forward to making your project a success.

Sincerely,

**SPALDING DEDECKER ASSOCIATES, INC.**

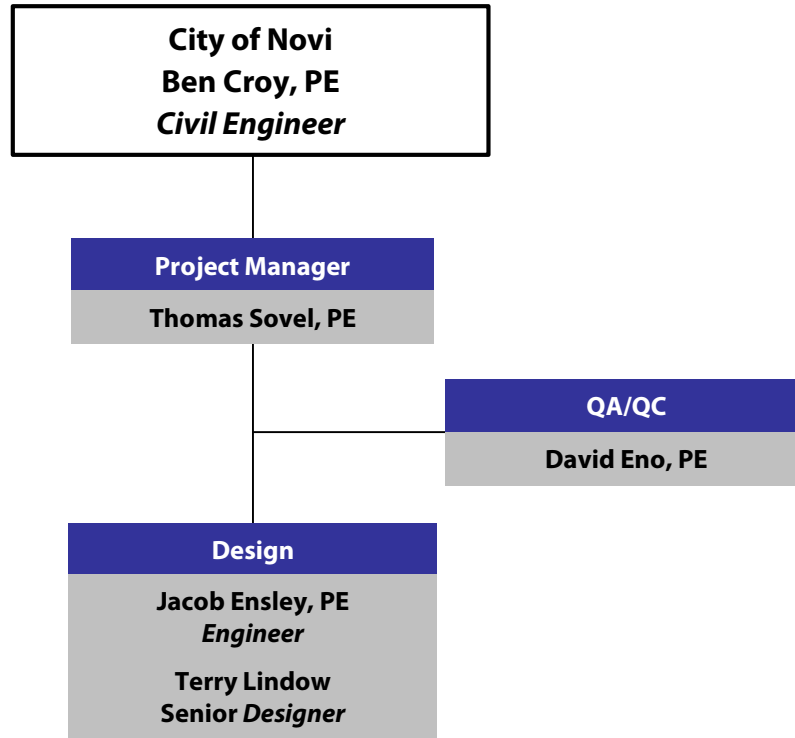
Thomas J. Sovel, P.E.  
Vice President

**City of Novi**  
**ADA Compliance Transition Plan for City-Owned Facilities**  
**PR13-117**  
**Due: May 9, 2013**

- 1 Key Personnel
- 2 Relevant Experience
- 3 Approach
- 4 Schedule
- 5 Fee



## Project Organizational Chart



# Thomas J. Sovel, PE

## Project Manager / Vice President / Land Development Dept Manager

Thomas J. Sovel, PE has 25 years of experience in the industry and with SDA. Mr. Sovel ensures all engineering projects, initiatives, and processes are in conformance with SDA's established policies and objectives, which ensures efficient coordination and completion of land development projects.

His experience in civil engineering covers a wide variety of projects for both public and private clients. These have included educational, municipal, healthcare, commercial, industrial, and residential projects. His experience includes tasks related to the site engineering design of watermain, sanitary sewer, storm sewer, stormwater master drainage plan development, parking lots, bus loops, and site drainage.

Mr. Sovel has also overseen numerous pavement management programs, as outlined below.

### RELEVANT EXPERIENCE

#### PAVEMENT MANAGEMENT PROGRAMS

**Compuware Ice Arena ADA Compliance Assessment, Plymouth, MI** - Served as Project Manager overseeing ADA survey and compliance assessment, as well as preparation of corrective action options to fix non-compliance issues.

**Sears/Kmart National Pavement Repair Projects** – Served as Project Manager on numerous projects providing pavement evaluation for multiple sites across the U.S. Provided initial inspection of existing conditions including pavement, sidewalk, curb, and ADA site features; developed pavement reports; created five and ten year repair plans; and developed construction documents including drawings and technical specifications. Conducted pre-bid meetings, pre-construction meetings, construction contract administration, and was responsible for the construction quality control.

**Simon Property Group, United States** – Serves as Project Manager providing pavement management and site engineering services for Simon Property Group at various mall properties across the country. Our services include rating asphalt and concrete pavement and developing repair scenarios and projected costs as part of Simon's capital improvement program. ADA compliance review and corrective action plans are part of the provided services. SDA also develops construction plans and provides bidding assistance and construction management services.

**Pheasant Run Roadway Maintenance Association Pavement Management Program, Canton Township, MI** – Serves as Project Manager. SDA's services included providing a ten-year pavement management program for a residential roadway maintenance association. The initial pavement management evaluation consisted of inspecting, rating and documenting all of the existing conditions of the residential roads for three subdivisions; performing pavement cores and material testing to review the existing soils; developing a ten-year program using pavement management software; and preparing the final report including evaluation/analysis and work plans. SDA has also provided design and construction engineering services on a yearly basis for the program's yearly repair projects based on the initial ten-year program.

### EDUCATION

BS, Civil Engineering, Michigan State University, 1988

### REGISTRATION

PE, Michigan, 1992

PE, Alabama, 2012

PE, Arkansas

PE, California, 2012

PE, Colorado, 2013

PE, Connecticut

PE, Delaware, 2011

PE, Florida, 2006

PE, Georgia

PE, Illinois, 2013

PE, Kansas, 2013

PE, Kentucky

PE, Louisiana

PE, Maine, 2010

PE, Maryland, 2010

PE, Massachusetts, 2010

PE, Mississippi, 2011

PE, Montana, 2013

PE, Nebraska, 2013

PE, New Hampshire, 2012

PE, New Jersey

PE, New Mexico, 2013

PE, New York

PE, North Carolina

PE, North Dakota, 2012

PE, Oklahoma, 2011

PE, Pennsylvania

PE, South Carolina

PE, Tennessee, 2008

PE, Texas

PE, Virginia

PE, Washington, DC, 2012

PE, West Virginia

PE, Wyoming, 2007



# Thomas J. Sovel, PE

## Project Manager / Vice President / Land Development Dept Manager

**City of Northville Pavement Management Program** – Served as Project Manager. SDA provided a detailed pavement evaluation and inventory of Northville’s approximately 25-mile-long roadway network. The information obtained was used to develop a Municipal Pavement Management System, complete with multiple budget scenarios and a conceptual 10-year work plan to help the City determine appropriate funding levels.

**Swartz Creek Community Schools Pavement Inventory, Swartz Creek, MI** – Served as Project Manager. SDA provided pavement evaluation and a pavement management system for the District. This included site evaluations, rating and categorizing pavements throughout multi-facility networks, customizing, utilizing, and analyzing Cartegraph Asset Management Software to develop network-wide multi-year work plans.

**Avondale School District Pavement Management Programs, Auburn Hills, MI** – Served as Project Manager providing district wide pavement inventory and condition evaluation. SDA responsibilities included the onsite inspection and documentation of the existing pavement and sidewalk conditions at seven educational facilities; performing pavement cores and material testing to review the existing soils; rating all pavement segments using the PASER rating system; performing pavement management software program design and analyzing the software output reports; developing the pavement management report; and creating five-year work plans.

**Clarkston Community Schools Pavement Management Program, Clarkston, MI** – Served as Project Manager providing a pavement management program for the district. Responsibilities included the onsite inspection and documentation of the existing pavement and sidewalk conditions at thirteen educational facilities; rating all pavement segments using the PASER rating system; performing pavement cores and material testing to review the existing soils; performing pavement management software program design and analyzing the software output reports; developing the pavement management report; and creating five-year work plans. Also assisted in preparing construction drawings and technical specifications in preparation for the project bid and construction phases for the first year of the plan.

The above projects represent the most relevant project experience from Mr. Sovel’s resume. Mr. Sovel has worked on hundreds of other projects, including schools, higher education, residential, and commercial. Details of these projects can also be provided if requested.

# David P. Eno, PE

## QA/QC

Mr. Eno has over 20 years of transportation and civil engineering experience. Areas of expertise and experience include design and construction of roads and bridges; pathways and sidewalks; sanitary and storm sewers; site plan design; drainage and wastewater collection; and water distribution. He is experienced with design and construction standards set by MDOT and several county road commissions.

Mr. Eno has been involved in the design and reconstruction of numerous road and civil site designs. His responsibilities have included project management, detailed design, QA/QC, cost estimates, coordinating with government agencies, permit applications, easement and ROW acquisition, preparing specifications/bidding documents, and project management during construction. Mr. Eno is proficient in the use of AutoCAD Civil 3D, MicroStation V8i with Geopak, SignCAD, and various spreadsheet, scheduling, and word processing software.

### RELEVANT EXPERIENCE

**2010 Neighborhood Road Program, City of Novi, MI** – Project Manager for the design for the rehabilitation or reconstruction of eight local roads within the City as part of annual program. Project includes HMA and concrete roads, as well as ADA ramp upgrades.

**2009 Pathway Construction, City of Novi, MI** – Project Manager for design of 6 pathway segments including ADA ramp and landings with pedestrian push button. Responsible for overall design, easement document preparation, and RCOC permit application.

**Beck Road Rehabilitation, City of Novi, MI** – Project Manager for the design for the rehabilitation of 2,200' of Beck Road from Nine Mile Road to Cheltenham Drive. Project included 550' of total reconstruction to place an equalizer culvert to alleviate flooding and stabilize roadway in an area of poor soils. Triax geogrid was specified to enhance stability and minimize excavation into saturated soils. Remainder of project included mill and overlay, ADA ramp upgrades, and hydrant relocation. Detailed maintaining traffic plans were required to implement a one-way detour for the reconstruction stages.

**Intersection Aesthetic Improvements, City of Rochester Hills, MI** – Project Manager for visual and functional improvements to all four quadrants of the intersection, featuring a monument wall / overlook to the Clinton River in the SE quadrant. ADA ramps upgraded in all locations, and work coordinated with two concurrent RCOC bridge replacement projects on the east and south legs of the intersection. SDA assisted with preparation of exhibits and materials to assist the City in obtaining an enhancement grant to fund 60% of the project, as well as plans, special provisions, and estimates needed to let the job through the MDOT Local Agency Program.

**City of Livonia, Michigan, Middle Belt Signal Upgrades** – Project Manager for the full replacement of signals at Five, Six, and Seven Mile Roads. Project also included design to upgrade sidewalk ramps to current ADA guidelines.

### EDUCATION

MBA, Grand Valley State University, 1998

BS, Civil Engineering, Michigan State University, 1992

### REGISTRATION

Michigan – PE 43201

Ohio – PE 67256

ODOT – Certification courses in ROW, Maintaining Traffic, and Signing & Pavement Marking

### PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers (ASCE)

Southern Oakland County Municipal Engineers (SOCME)

### SPECIALIZED TRAINING

Highway Traffic Safety Programs – MSU CEE Department in coordination with MDOT: Traffic Impact Studies, Traffic Signs, Highway Sight Distance, Access Management, Right-of-Way

PSMJ Resources – A/E/C Project Management Boot Camp

Various MDOT and Michigan Local Technical Assistance Program (LTAP) seminar

MDOT/ACEC-MI - Annual conference and seminar

Ohio Transportation Engineering Conference (OTEC) – Annual two-day workshop

ODOT Training for Pre-qualifications – ROW, Pavement Marking & Signing, Maintaining Traffic

# David P. Eno, PE

QA/QC

**Avon Road Rehabilitation, City of Rochester Hills, MI (RCOC)** – Project Manager for the aggressive rehabilitation of Avon Road from Adams Road to Livernois Road. Project includes addition of turn lanes, center turn lane extensions, ditching and storm sewer improvements, pathway segments, ADA ramp upgrades, and a mill and overlay of the HMA pavement.

**City of Livonia, Michigan, Middle Belt Rehabilitation** – Project Manager for the mill and overlay of Middle Belt Road from Seven Mile Road to Base Line. Project included design to upgrade sidewalk ramps to current ADA guidelines, curb head replacement, and drainage improvements within the ROW.

**Northville Township, Sheldon Road Pathway Design** – Lead Design Engineer for the design of 2,000 lf of pathway in Hines Park to provide a connection between the Township and City of Northville. Project included extensive retaining walls using a “living wall” block system, a 140’ bridge over Johnson Creek, and wet-weather demonstration materials including pervious concrete.

**M-53 (Van Dyke) Rehabilitation, Cities of Warren and Centerline (MDOT)** – Project Manager - Design for the rehabilitation of 3.5 miles of M-53 (Van Dyke Avenue) from Helen Street to north of Chicago Road in the Cities of Warren and Centerline. Aggressive rehabilitation project includes replacement of all curb and gutter and drive approaches, upgrading all signals, ADA ramp upgrades, and mill and overlay of the seven lane section on this busy arterial.

**M-3 (Gratiot) Concrete Pavement Repair, HMA Overlay, Mt. Clemens and Clinton Township, MI (MDOT)**– Project Manager - Concrete pavement repair and HMA overlay, partial pavement reconstruction segments, bridge approach pavements, minor geometric improvements, closing or eliminating driveways (access management), plus maintaining traffic, and ADA upgrades for 3.5 miles of NB and SB M-3 boulevard through downtown Mt. Clemens and portions of Clinton Twp. Constructed in 2011-12.

**M-59 Rehabilitation, from Wide Track to Opdyke Road, Pontiac, Michigan** – Project Manager for a concrete repair and overlay project constructed in 2009-10 which includes portions of local roadway and urban freeway funded through the ARRA. Project includes storm sewer upgrades, signal replacement, and ADA ramp and sidewalk improvements.

**I-94 BL (Main Street), City of Benton Harbor, Michigan** – Project Manager for the design of 1.7 miles of full roadway reconstruction, built in 2009-10. The project included residential areas as well as building-to-building reconstruction in an urban historic district including underground utilities, lighting, ADA ramps and on-street parking, and bicycle lane facilities. Project highlights include reducing the number of lanes from five to three in the commercial district, access management, and two new modern roundabouts.

# Jacob R. Ensley, PE

## Engineer

Jacob Ensley has seven years of experience in the industry, all with SDA. Mr. Ensley has represented SDA for various types of projects for commercial, institutional, residential, and industrial sites. He has performed initial field investigations to collect data to develop construction documents; pavement inspection using the PASER rating system for many facilities/programs; soil borings; implementation and customization of CartêGraph Pavement Management software; design of construction documents including plans and specifications; preparation of current and forecasted project budgets; development of database to track facility/program information; development of efficient field data collection procedures; organizer/leader of client meetings; conducted pre-bid and pre-construction meetings; and punch list project close out procedures. He also has experience performing multiple ADA compliance site reviews for various clients, creating ADA compliance reports, and preparing construction documents to correct non-compliant ADA items.

Mr. Ensley has field experience as a Survey Assistant and Construction Engineering Inspector. He has also been involved in construction contract administration and reviewing municipal documents such as as-built plans and easements. He has experience with FieldBook and FieldManager while working as a Construction Engineer. Mr. Ensley is also proficient in AutoCAD, Land Desktop, Civil 3D, Microsoft Excel, Microsoft Project, and pavement management software such as Roadsoft GIS, CartêGraph PAVEMENTview, and CartêGraph PAVEMENTview Plus.

### RELEVANT EXPERIENCE

**Compuware Arena ADA Compliance Project, Plymouth, MI** – Served as Engineer providing ADA survey and compliance assessment. Responsibilities included visiting site and performing field evaluation to determine non-compliant items per the current ADA standards; creating report for client to present the deficient items and the corrective action options to bring the site into ADA compliance; coordinating with the client to determine a cost efficient repair strategy that would also bring the site into compliance with current ADA standards; developing construction documents including plans and specifications once the final option was chosen; assisting the client with bidding procedures including conducting a pre-bid meeting; assisting with construction administration procedures including conducting a pre-construction meeting; performing onsite inspections to ensure conformance with construction documents; and final project field evaluation to document that the site was brought into ADA compliance.

**Concord Mills Mall ADA Compliance Project, Concord, NC** – Served as Engineer providing engineering services for Simon Property Group. Project consisted of reviewing the site to determine non-compliant site features, developing the construction documents for the corrective action, and coordinating the construction phase to ensure final compliance with current ADA standards. Responsibilities included assisting in the evaluation of collected field data to determine compliance with current ADA standards; assisting with development of construction documents including plans and specifications; coordinating the bidding of the project including conducting the pre-bid meeting; coordinating the construction phase of the project including conducting the pre-construction meeting; performing onsite inspections to ensure conformance with construction documents and local/Federal ADA standards; and final project field evaluation to document that the site was brought into ADA compliance.

### EDUCATION

BS, Civil Engineering, 2007, Lawrence Technological University

### REGISTRATION

PE, Michigan, 2012

### PROFESSIONAL AFFILIATIONS

Tau Beta Pi, LTU Chapter  
Chi Epsilon, LTU Chapter  
American Concrete Institute  
- Greater Michigan Chapter

### SPECIALIZED TRAINING

AutoCAD: Core Concepts  
Avatech Solutions  
March 2008  
AutoCAD: Civil 3D 2011  
IMAGINiT Technologies  
March 2011

# Jacob R. Ensley, PE

## Engineer

**Arundel Mills Mall ADA Compliance Project, Hanover, MD** – Served as Engineer providing engineering services for Simon Property Group. Project consisted of reviewing the site to determine non-compliant site features, developing the construction documents for the corrective action, and coordinating the construction phase to ensure final compliance with current ADA standards. Responsibilities included assisting in the evaluation of collected field data to determine compliance with current ADA standards; coordinating with client to determine necessary steps to bring the site into ADA compliance; developing construction documents including plans and specifications; coordinating the construction phase of the project including conducting the pre-construction meeting; performing onsite inspections to ensure conformance with construction documents and local/Federal ADA standards; and final project field evaluation to document that the site was brought into ADA compliance.

**Arundel Mills Marketplace ADA Compliance Project, Hanover, MD** – Served as Engineer providing engineering services for Simon Property Group. Project consisted of reviewing the site to determine non-compliant site features, developing the construction documents for the corrective action, and coordinating the construction phase to ensure final compliance with current ADA standards. Responsibilities included assisting in the evaluation of collected field data to determine compliance with current ADA standards; assisting in the development of construction documents including plans and specifications; coordinating the construction phase of the project including conducting the pre-construction meeting; performing onsite inspections to ensure conformance with construction documents and local/Federal ADA standards; and final project field evaluation to document that the site was brought into ADA compliance.

**Simon Property Group National Pavement Repair Projects, United States** – Serves as Engineer providing pavement management and site engineering services for Simon Property Group at various mall and shopping center properties across the country. Services include rating pavement networks and developing repair scenarios and projected costs as part of Simon's capital improvement program. Develops construction plans and provides bidding assistance and construction management services. Responsibilities also include evaluating the ADA features found within the pre-determined repair limits and advising the client on the appropriate corrective actions necessary to bring the area into compliance. Has worked on over thirty-five projects in over seven different states.

**Sears/Kmart National Pavement Repair Projects, United States** – Served as Engineer providing pavement management and site engineering services for Sears Holdings Corporation at multiple sites across the country. Provided initial inspection of existing conditions including pavement, sidewalk, curb, and ADA site features; developed pavement reports; created five and ten year repair plans; and developed construction documents including drawings and technical specifications. Conducted pre-bid meetings, pre-construction meetings, construction contract administration, and was responsible for the construction quality control for the installation and replacement of numerous paving projects. Responsibilities also included reviewing and creating the corrective action plan for the ADA deficiencies of each Kmart site while coordinating with the contractor and the Sears Holdings Corporation ADA Compliance Team as part of the Kmart ADA Compliance program.

# Terence Lindow

## Senior Designer

Mr. Lindow has 24 years of experience in civil, mechanical, and structural CAD design. His responsibilities include lead designer for a variety of civil projects as well as CAD data management for system evaluation studies and large construction projects. His responsibilities also include revising and implementing CAD data and drafting standards. His design experience includes watermain, sanitary sewer, storm sewer, forcemain, pump stations, stormwater management, including detention design, road design, pavement design, site layout, and site grading.

Mr. Lindow is experienced in local, county, and state permit guidelines and standards. Terry designs sites to comply with Americans with Disabilities Act (ADA) and is proficient at safe traffic and pedestrian circulation design. He also places a strong emphasis on environmental preservation through innovative stormwater design, minimizing environmental impact.

### RELEVANT EXPERIENCE

#### Pavement Management Projects

**Sears and Kmart Pavement Management – Multiple Sites in the United States** - SDA provided engineering services for Sears' aggressive pavement management program on a national basis in two phases. Phase 1 consists of rating asphalt and concrete pavement, obtaining geotechnical information, analyzing ADA compliance and developing repair scenarios and projected costs as part of Sears' capital improvement program. Phase 2 consists of developing construction plans including ADA upgrades, bidding the projects, and managing construction. SDA has also provided condition assessments and repair programs for parking structures, roofs, and other non-pavement related projects. In 2010, SDA will provide these services for approximately 60 sites. Terry has been the Senior Designer on the following national projects:

Kmart #9220, Algona, IA	Sears #1350, Mentor, OH
Kmart #3780, Marshall, MN	Sears #1430, Middleburg Heights, OH
Kmart #4160, Hubbell-Des Moines, IA	Sears #1520, Akron, OH
Kmart #7306, Sioux falls, SD	Sears #1410, Canton, OH
Kmart #3775, Detroit Lakes, MN	Sears #1490, Troy, MI
Kmart #4295, N. Miami, FL	Sears #2760, Davenport, IA
Kmart #4286, Jacksonville, FL	Sears #4338, Kansas City, MO
Kmart #4304, Florissant, MO	Sears #1494, Moorestown, NJ
Kmart #4451, Doraville, GA	Sears #1390, Ann Arbor, MI
Kmart #9676, Streetsboro, OH	Sears #1495, Ft. Meyers, FL
Kmart #4169, Massillon, OH	Sears #1460, Livonia, MI
Kmart #3784, Fremont, OH	Sears #1684, Woodbridge, NJ
Kmart #3241, Springfield, IL	
Kmart #9623, Springdale, AR	
Kmart #3289, Warner Robins, GA	
Kmart #9186, Grand Blanc, MI	

### EDUCATION

- Lawrence Technological University, Architecture Program

### PROFESSIONAL AFFILIATIONS

- Michigan Society of Professional Surveyors, Associate Member

### CERTIFICATIONS / SPECIALIZED TRAINING

- AutoCAD Civil 3D 2011

# Terence Lindow

## Senior Designer

### **Educational Facilities Projects**

#### **Wing Lake Developmental School**

Lead Designer for the demolition and replacement of a special needs facility. This project implemented sustainable design principles for the stormwater management system on the site, including the construction of bioswales and bioretention areas to reduce impact on the adjacent public storm sewer system. Creative design consideration beyond applicable ADA requirements was necessary to insure safe special needs pedestrian circulation.

**Woodhaven-Brownstown School District Bond Projects** – Lead Designer - Layout and design of site improvements at five district elementary schools, including new additions, parking areas, and drive lanes, as well as overall site ADA upgrades. The sites were brought up to the current Wayne County Stormwater Ordinance within an extremely tight budget. Americans with Disabilities Act (ADA) compliance was an important influence on the design. Bus loops were designed with pedestrian safety as a priority. Stormwater management with underground detention was utilized where necessary.

**Walled Lake Consolidated Schools – 2004 Bond Projects** – Lead Designer - Layout and design of site improvements at nine district elementary schools, including new additions, parking areas, and drive lanes as well as overall site ADA upgrades, . Complete reconstruction of pavement was necessary to comply with Americans with Disabilities Act (ADA)..

**Roseville Community Schools New Elementary Schools - Roseville, MI** - Lead Designer - Layout and design of two new elementary schools, including utilities, drainage, parking, and access drives in accordance with current ADA standards.

**Lapeer Community Schools Woodside Middle School - Lapeer, MI** - Lead Designer - Layout and design of expansion for new middle school, including new additions, site circulation, parent and bus drop offs, parking areas, drive lanes, road widening, utilities, drainage and bio-detention systems.

**Grosse Ile Township Schools Pavement Rehabilitation - Grosse Ile, MI** - Lead Designer - Layout and design for pavement rehabilitation of four school sites, including circulation, ADA and drainage improvements.

**Oakland Community College, Southfield, MI** – Designer - SDA designed the site utilities, paving, and grading for the 69,000 sf building addition to the Southfield campus.

**Gibraltar School District 2003 Bond Projects – Gibraltar, MI** - Designer - Paving, drainage and utility improvements at all of the District's schools. Improvements included new bus and car loops to improve traffic flow on the sites, and new parking areas in accordance with ADA requirements.

**Bloomfield Hills Public Schools – Bloomfield Hills, MI** – Lead Designer - Site engineering for site improvements, paving improvements, parking expansions, and additions at Conant Elementary School, Hickory Grove, West Hills Middle School, and Lone Pine Elementary School.

# Terence Lindow

## Senior Designer



### **Municipal Facilities Projects**

**Grand Blanc Township Police Station** - Lead Designer - In 2005, Grand Blanc Township hired French Associates, Inc. to be the design architect for the new Police Station. The building was 25,000 square feet and was built on existing Township property on Saginaw Road north of Dort Highway. The site engineering work included paving and grading design, stormwater management, sanitary sewer, and watermain design. SDA utilized multiple detention areas and incorporated the large wetland complex on the property into the stormwater management system. SDA obtained permits from the Michigan Department of Environmental Quality (MDEQ), Genessee County Drain Commission, the Michigan Department of Transportation (MDOT), and the Genessee County Road Commission. SDA's services also included on-site construction staking.

**Huron Township Hall, Huron, MI** – Lead Designer - The project consisted of a new Township Hall for Huron Charter Township.

Teaming with Wilkie & Zanley, Architects, AIA and J.S. Vig Construction Company, SDA provided civil engineering services for this Design/Build Project. During this project, the Township employees were housed in a temporary facility. Therefore, the project was on a fast track path. This site was somewhat unique in that it had no storm sewer outlet. SDA designed a solution comprised of a retention basin that accommodated two 100-year storm occurrences. Working very closely with the Wayne County Department of Public Services and the Road Commission, SDA was able to obtain Wayne County approval in a very short time period. Normally, the approval process takes weeks. Taking into consideration the Township's tight budget, the site was designed with a minimal amount of cut and fill. The parking lot was designed keeping traffic maneuvering in mind.

**16th District Courthouse, Livonia, MI** – Lead Designer - General oversight of all aspects of project, including project and client management.

### **Miscellaneous Design Projects**

**Woodland Mall – Grand Rapids, MI** - Lead Designer - Layout and design of site improvements for new theatre and restaurant pads at the mall.

**Canton Township Facilities ADA Evaluation** Lead Designer – survey of all or portions of facilities, structures, roads, walks, and parking lots owned by the Charter Township of Canton. SDA provided the visual inspection of the facilities with respect to applicable accessibility laws, regulations, standards, and policies as part of the Americans with Disabilities Act (ADA).





## Relevant Experience

Spalding DeDecker Associates, Inc. (SDA) has been involved with ADA compliance reviews and corrective action plans for numerous projects. Through our work with private and public entities, we have a thorough understanding of the Americans with Disabilities Act and Federal guidelines pertaining to site accessibility issues.

SDA has been involved in national programs around the country with Sears Holdings Corporation (on Sears and Kmart properties) and Simon Property Group (largest regional mall owner in the country), as well as assisting local groups including Compuware Sports Arena, school districts, the Detroit Economic Growth Committee for the Lower Woodward Cross Streets program, and various pathway and sidewalk projects in numerous communities including the City of Novi. Project information is attached for several of these projects.

In general, SDA's services in this area included the following:

- Measurement of ramps, parking stall and access aisle widths, signage, parking stall and access aisle slopes, sidewalk slopes and cross-slopes
- Compliance review and barrier identification based upon measurement and photographic information
- Review of options for corrective actions and associated budgets
- Preparation of corrective action plan documents, including detailed drawings and specifications
- Construction oversight to and project closeout to ensure completion according to requirements

In addition to specific ADA reviews and implementation plans, SDA works on numerous pavement management programs, with ADA accessibility being integral to all of them. Whenever a pavement improvement project is undertaken, ADA compliance is addressed.



## Canton Township Facilities Evaluation

Canton Township, Michigan



**Spalding DeDecker Associates, Inc. (SDA)** and A3C Collaborative Architecture, Inc. surveyed all or portions of facilities, structures, roads, walks, and parking lots owned by the Charter Township of Canton. SDA provided the visual inspection of the facilities with respect to applicable accessibility laws, regulations, standards, and policies as part of the Americans with Disabilities Act (ADA).

The survey results were reported to advise Canton of the facility modifications that would be required to bring sites into full ADA compliance.

SDA's initial contract was followed by the preparation of transition plans to address the non-compliance issues.

### OWNER / CLIENT

Charter Township of Canton  
Brad Sharp  
(734) 394-5363

### PROJECT START - END

May 2009 - June 2009

### SDA KEY PERSONNEL

Terry Lindow  
Dana Suggitt

### SDA PROJECT NO.

NP09-029

## Compuware Ice Arena ADA Compliance Review and Corrective Actions Plymouth, Michigan

Spalding DeDecker Associates, Inc. (SDA) was hired by the Owner as a result of a patron filing a claim of non-compliance issues at their facility. SDA's services included the following:

- Survey and assess parking lot and access routes to confirm extent of non-compliance.
- Prepare report and with options and estimates to address the identified non-compliance area.
- Prepare corrective action plans to address the non-compliance issues on site.
- Assist with preparation of bid documents and throughout the bidding process.
- Assist with construction phase services, including shop drawing review, on-site construction observation, contractor issues, pay applications, and project closeout.

### OWNER / CLIENT

Compuware Corporation

### PROJECT START - END

August 2011 - October 2012

### SDA KEY PERSONNEL

Thomas J. Sovel, PE

Jake Ensley, PE



## Sears Holdings Pavement Management Program

Nationwide

**Spalding DeDecker Associates, Inc. (SDA)** provided pavement management and site engineering services for Sears Holdings' Central to Eastern US portfolio, on over 150 Sears and Kmart properties.

Our services included rating asphalt and concrete pavement, obtaining geotechnical information, and developing repair scenarios and projected costs as part of Sears' capital improvement program. SDA also developed construction plans, bidding assistance and construction management.

On all Sears and Kmart projects, ADA compliance was addressed on the properties, and in fact, ADA compliance was a requirement on all Kmart projects as part of a consent judgment. SDA was instrumental in ensuring that ADA compliance was handled on the sites, and incorporated improvements as necessary to bring non-compliant items into compliance.

SDA has also provided condition assessments and repair programs for parking structures, roofs, and other non-pavement related projects.

### OWNER / CLIENT

Sears Holding Corporation

### PROJECT START - END

January 2008 - December 2011

### SDA KEY PERSONNEL

Thomas J. Sovel, PE

Jake Ensley, PE



## Simon Property Group Pavement Management Projects

Nationwide

Spalding DeDecker Associates, Inc. (SDA) currently provides pavement management and site engineering services for Simon Property Group (SPG) at various mall properties across the country.

Our services include rating asphalt and concrete pavement and developing repair scenarios and projected costs as part of Simon's capital improvement program. SDA also develops construction plans and provides bidding assistance and construction management services.

On all SPG projects, ADA compliance is addressed within the improvement areas. SDA reviews all site accessibility items, compares them to local and federal ADA requirements, and incorporates improvements as necessary to bring non-compliant items into compliance. SDA has also worked on SPG projects where ADA review and compliance was the sole issue to address.

Our current list of projects we have worked on or have under way for SPG include:

Fashion Valley Mall – San Diego, CA

Apple Blossom Mall – Winchester, VA

King of Prussia Mall – King of Prussia, PA

### Florida Portfolio

- Treasure Coast Square – Jensen Beach, FL
- Waterford Lakes Town Center – Orlando, FL
- Melbourne Square Mall – Melbourne, FL
- Coral Square Mall – Coral Springs, FL
- Royal Eagle Plaza – Coral Springs, FL
- Dadeland Mall – Miami, FL
- Miami International Mall – Miami, FL
- The Falls Shopping Center – Miami, FL
- Sawgrass Mills – Sunrise, FL

### Texas Portfolio

- Ingram Park Mall – San Antonio, TX
- Rolling Oaks Mall – San Antonio, TX
- The Arboretum - Austin, TX
- Barton Creek Square – Austin, TX
- Midland Park – Midland, TX
- Richardson Square – Richardson, TX
- Gateway Square – Austin, TX
- Gateway Market – Austin, TX
- Cielo Vista Mall - El Paso, TX
- Longview Mall – Longview, TX
- Grapevine Mills – Grapevine, TX

Outlets at Orange – Orange, CA

Great Mall of the Bay – Milpitas, CA

Arundel Mills Mall – Baltimore, MD

Potomac Mills Mall – Woodbridge, VA

Concord Mills Mall – Concord, NC

### OWNER / CLIENT

Simon Property Group

### PROJECT START - END

June 2011 - Ongoing

### SDA KEY PERSONNEL

Thomas J. Sovel, PE

Jake Ensley, PE

## Lower Woodward Cross Streets Improvements Project ADA Ramp Evaluation

Detroit, Michigan

**Spalding DeDecker Associates, Inc. (SDA)** was hired by the Detroit Downtown Development Authority to evaluate **200 ADA ramps** within the Detroit Downtown Central Business District. The ramps were located on the following streets:



Broadway - Gratiot to Witherell  
Woodward Avenue - Park/Witherell to Michigan Avenue  
Washington Boulevard - Park to M-10 Service Drive (eastbound)  
Woodward at Woodward Loop (N)  
Woodward at Woodward Loop (S)  
Michigan Avenue at Woodward Loop  
Monroe - Woodward Loop to Randolph

**ADA Ramp Evaluation** - Longitudinal and cross slopes for ramps and landing areas were measured. Existing truncated domes were checked for alignment with cross walk, and distances from the face of the curb were noted. The presence of obstacles on both sides of the ramps were also checked and noted. All ramps were photographed.

SDA developed an evaluation form that was accepted by the City Engineering Division. SDA coordinated closely with City Engineering throughout the ramp evaluation process.

SDA prepared a report showing the ramp sketches, pictures, and ramp characteristics.

### OWNER / CLIENT

Detroit Downtown Authority  
Malik Goodwin  
313-237-4603

### PROJECT START - END

October 2006 – December 2006

### PROJECT COST

\$400,000.00

### SDA KEY PERSONNEL

Paul Wade, PE  
Eric Kipp, PE  
Leonard Harwell

### SDA PROJECT NO.

DE06001A

Spalding DeDecker Associates, Inc. (SDA) intends to include all of the information and tasks noted in the Request for Proposals. We offer the following additional information to help define our scope and approach:

## **BACKGROUND**

The Americans with Disabilities Act (ADA) of 1990 is a civil rights statute (“Act”) that prohibits discrimination against people who have disabilities. There are five separate Titles (sections) of the Act relating to different aspects of potential discrimination. Title II of the Act specifically addresses the subject of making public services and public transportation accessible to those with disabilities. With the advent of the Act, designing and constructing facilities for public use that are not accessible by people with disabilities constitutes discrimination.

The Act applies to all facilities, including facilities built both before and after 1990. As a necessary step in a program access plan to provide accessibility under the ADA and state and local government, public entities or agencies are required to perform self-evaluations of their current facilities, relative to the accessibility requirements of the ADA. The agencies are then required to develop a Program Access Plan, often referred to as a Transition Plan, to address any deficiencies. The Plan is intended to achieve the following:

1. Identify physical obstacles that limit the accessibility of facilities to individuals with disabilities;
2. Describe the methods to be used to make the facilities accessible;
3. Provide a schedule for making the access modifications; and
4. Identify the public officials responsible for implementation of the Transition Plan.

The Plan is required to be updated periodically until all accessibility barriers are removed.

## **FOCUS**

ADA Transition Plans are required from all government agencies to cover all facilities under their control. This includes rights-of-way, but also the buildings and sites that may be owned by the agency such as city offices, police and fire stations, parks, and other types of public use buildings. The focus of this report is solely on exterior improvements for agency-managed facilities outside the public rights-of-way. This typically includes sidewalks, pedestrian paths, curb ramps, handicap parking stalls, driveway crossings, and crosswalks.

## **OVERVIEW**

The typical procedure for meeting the requirements of the Act with regard to the accessibility of facilities would involve the following steps:

1. Designating an ADA Coordinator;
2. Providing notice to the public about ADA requirements;
3. Establishing a grievance procedure;
4. Developing internal design standards, specifications, and details;
5. Assigning personnel for the development of a Transition Plan and completing it;
6. Approving a schedule and budget for the Transition Plan; and
7. Monitoring the progress of the implementation of the Transition Plan.



The scope of this work involves only the Transition Plan, although other components would be commented on in the report. Details of the Transition Plan are indicated below.

## **ADA TRANSITION PLAN**

The Transition Plan (“Plan”) would consist of the following elements:

1. A list of physical barriers in the City’s facilities that limit accessibility of individuals with disabilities (the Self-Evaluation);
2. A detailed description of the methods to remove these barriers and make the facilities accessible;
3. A schedule for making the necessary improvements;
4. The name of the official responsible for implementation;
5. A record of the opportunity given to the disability community and other interested parties to participate in the development of the Plan.

Periodic updates to the Transition Plan are required in order to ensure ongoing compliance. Some of the key steps are described below.

## **Self-Evaluation**

The first task involved in preparing an ADA Transition Plan is conducting an inventory of existing physical barriers in the facilities operated by the City and listing all the barriers that limit accessibility. This is often referred to as the self-evaluation process. Possible inventory approaches are on-ground surveys, windshield surveys, aerial photo studies, or drawing reviews. SDA primarily intends to perform an on-ground survey, utilizing physical measurements with tape measures and four-foot digital levels to review for non-compliance issues. Deficiencies very likely to be found during an inventory of facilities are:

<b>SELF-EVALUATION CHECKLIST</b>	
<b>ISSUE</b>	<b>Possible Barriers</b>
Sidewalk and Pathway Clear Width	Narrow, Below Guidelines
Sidewalk and Pathway Cross Slope	Steepness, Irregularity, Variability, Warping
Landings Along Sidewalks and Pathways	Less than required
Sidewalk and Pathway Grade	Steepness, Angle Points





SELF-EVALUATION CHECKLIST	
ISSUE	Possible Barriers
Materials and Finishes	Deterioration of Surfaces, Deterioration of Markings, Appropriateness of Material (ex. Cobblestone)
Gratings	Grating Type, Grate Opening Orientation
Discontinuities	Missing Sections, Gaps, Drops, Steps
Detectable Warning System	Missing, Inappropriate Materials, Inadequate Size, Wrong Location
Obstructions	Signs, Mail Boxes, Fire Hydrants, Benches, Telephones, Traffic Signal Poles, Traffic Signal Controller Boxes, Newspaper Boxes, Drainage Structures, Tree Grates, Pole Mounted Objects, Standing Water, Snow or Ice
Curb Ramp	Missing, Doesn't Fall within Marked Crosswalk, Doesn't Conform to Guidelines
Curb Ramp Flares	Missing Where Required, Too Steep
Parking Spaces	Inadequate number of spaces
Parking Stall and Access Aisle Dimensions	Dimensions do not meet minimum requirements
Parking Stall and Access Aisle Slopes	Too Steep, Obstructions
Signage	Inadequate signage, sign heights, improper symbols and wording

The information developed through the inventory process has to be quantified and presented as a baseline so progress can be monitored and measured. The inventory information can be presented in a variety of ways including Aerial Photos, a Database or Spreadsheet, Marked-up Drawings, or a Geographic Information System (GIS). SDA will provide aerial photos with mark-ups along with a spreadsheet.

Self-evaluation also must continue to take place after the Transition Plan is complete. Periodic reviews and updates to the Plan must be conducted to ensure ongoing compliance with ADA requirements. Self-evaluation activities would then consist of reviewing the Plan to determine the level of compliance, and determine if any additional areas of upgrade are needed. If deficiencies are found, these are catalogued, and the Transition Plan is updated to detail how and when the barriers to pedestrian access will be removed. The scope of services for this current request for proposals includes the initial creation of the Transition Plan, and does not include ongoing monitoring.

## **Schedule and Budget for Improvements**

The Transition Plan will include a schedule of improvements to upgrade accessibility in each year following the Transition Plan, along with the necessary budget for implementation. SDA would work with the City to prioritize the work based on the types of deficiencies and the budget available. Remediation work can be presented for an independent remediation program or as an integral part of regularly scheduled maintenance and improvement projects such as Resurfacing Projects and Pavement Rehabilitation and Reconstruction Projects. All new projects, regardless of funding sources, would include pedestrian elements that are consistent with the ADA guidelines.

## **Funding Sources**

The most immediate source of funds for remediation efforts is the incorporation of improvements into existing programmed remediation projects and incorporation into programmed maintenance work. An accessibility improvement program could also be developed as a stand-alone project. Other potential sources of funding will be explored as part of our scope of services.

## **Prioritization**

The prioritization of improvements that may not be included in an existing programmed project can be based upon a number of factors. Generally, priority should be given to facilities with a significant number of visitors (i.e. City Hall and City Offices). Less frequented parks, for example, may have a lower priority. Other factors to consider when prioritizing improvements may include:

- Citizen requests or complaints regarding inaccessible locations
- Pedestrian level of service
- Population density
- Presence of a disabled or elderly population (i.e. assisted living facilities)
- Cost

SDA will work with the City to develop priorities for the Plan, and incorporate that into the Plan for the annual implementation projects.

## **Monitoring the Progress**

In order to be effective, the Transition Plan needs to be utilized in the yearly planning of projects and funding decisions, and also needs to be periodically reviewed for compliance and validity. The Transition Plan should be viewed as a “living document” and updated regularly to reflect changes in real world conditions and to address any possible new areas of non-compliance. Changes to a sidewalk such as the installation of a newspaper vending machine or the relocation of a light pole can create new access problems that were not evident when the Plan was drafted. Regular updates to the Plan will also result in monitoring compliance and the effectiveness of priorities set in the Plan itself.

SDA will help to establish a program for monitoring the yearly progress of the Plan.

Spalding DeDecker Associates, Inc. (SDA) proposes the following schedule for preparation of the ADA Compliance Transition Plan:

- |   |   |                       |
|---|---|-----------------------|
| • Kick-off Meeting                            | - | 6/1/2013 (assumed)    |
| • Compilation of Available Record Information | - | 6/3/2013 – 6/7/2013   |
| • Preparation of Base Plans for Evaluation    | - | 6/10/2013 – 6/28/2013 |
| • Field Evaluation                            | - | 7/1/2013 – 7/31/2013  |
| • Prepare Report                              | - | 8/1/2013 – 9/5/2013   |
| • Turnover of Draft Report to City            | - | 9/6/2013              |



Spalding DeDecker Associates, Inc. (SDA) proposes to provide the requested scope of services for the not-to-exceed lump sum fee of \$ 34,000.00.

Notes/Clarifications

1. Services do not include preparation of detailed construction drawings for implementation of the required improvements.
2. SDA's field evaluation includes measurements utilizing four-foot digital levels and tape measures. If slope measurements indicate substantial grading problems, additional detailed field surveying may be required to properly assess the extent of the improvements. The additional survey work would be outside the scope of this proposal.

**Project Description:**

**ADA Compliance Transition Plan for City Owned Facilities**

**SCORING CRITERIA**

- 1. Engineering fee
- 2. Evaluation of approach and understanding of project
- 3. Evaluation of experience and proposed staff

<b>SCORES</b>	<i>Item weight:</i>			<i>Totals</i>	<i>Rank</i>
	25	50	25		
	<b>1</b>	<b>2</b>	<b>3</b>		
Orchard Hiltz & McCliment	6	3	4	<b>400</b>	3
Spalding DeDecker	3	9	8	<b>725</b>	1
URS	9	6	6	<b>675</b>	2
<b>TOTALS</b>	18	18	18		

# **SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

## **ADA COMPLIANCE TRANSITION PLAN FOR CITY-OWNED FACILITIES**

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 involves the necessary field evaluation, etc. to develop a compliance transition plan for City-owned facilities, outside the road right-of-way, throughout the City.

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 – Civic Center Parking: The Consultant shall complete the design phase services as described herein for a lump sum fee of \$34,000, as described in the attached proposal.
  - 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  
Cornelius, Clerk, with a copy to Thomas R. Schultz, City Attorney

Consultant: David Eno, P.E., Project Manager

**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:  
Its:

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.