



CITY of NOVI CITY COUNCIL

Agenda Item E
March 25, 2013

SUBJECT: Approval to award an engineering services agreement with Spalding DeDecker Associates for design engineering services for the Nine Mile Road (Novi Road to Meadowbrook Road) Rehabilitation project in the amount of \$33,953.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$ 33,953
AMOUNT BUDGETED	\$ 41,000 (Engineering)
LINE ITEM NUMBER	202-202.00-805.667

BACKGROUND INFORMATION:

The project includes the rehabilitation of Nine Mile Road between Novi Road and Meadowbrook Road, which is the last paved mile of Nine Mile Road that has not been recently rehabilitated (the Taft to Beck segment was completed in 2012, and the other two miles were completed using stimulus funds in 2009 and 2010). The majority of this project would involve a mill and overlay with base and subbase repairs as necessary. A fabric interlayer will be utilized in the mill and overlay areas to help resist reflective cracking and extend the life of the new pavement. The easternmost section of the project between Meadowbrook and Chase Drive will receive a more extensive rehabilitation involving full-depth pavement replacement due to the lack of pavement thickness in that section. Additionally, the sidewalk ramps adjacent to the project limits will be improved to current Americans with Disabilities Act (ADA) standards.

The consultant selected for this project is Spalding DeDecker Associates (SDA). SDA's engineering fees are based on the fixed fee schedule established in the Agreement for Professional Engineering Services for Public Projects. The design fees for this project will be \$33,952.61 (8.9% of the estimated construction cost of \$381,490 for the road work). The construction phase engineering fees will be awarded at the time of construction award and will be based on the 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 estimate.

The funding for the engineering phase of the project was approved on the 3rd quarter budget amendment; however, the construction of the project is not funded at this time. This project is being designed in anticipation of potential additional federal grant funds that could become available to construct the project in 2014. In order to be eligible for the potential funding, the project must be designed and ready to construct by in 2013 (see attached Coburn memo dated March 5, 2013 for additional information). If funding

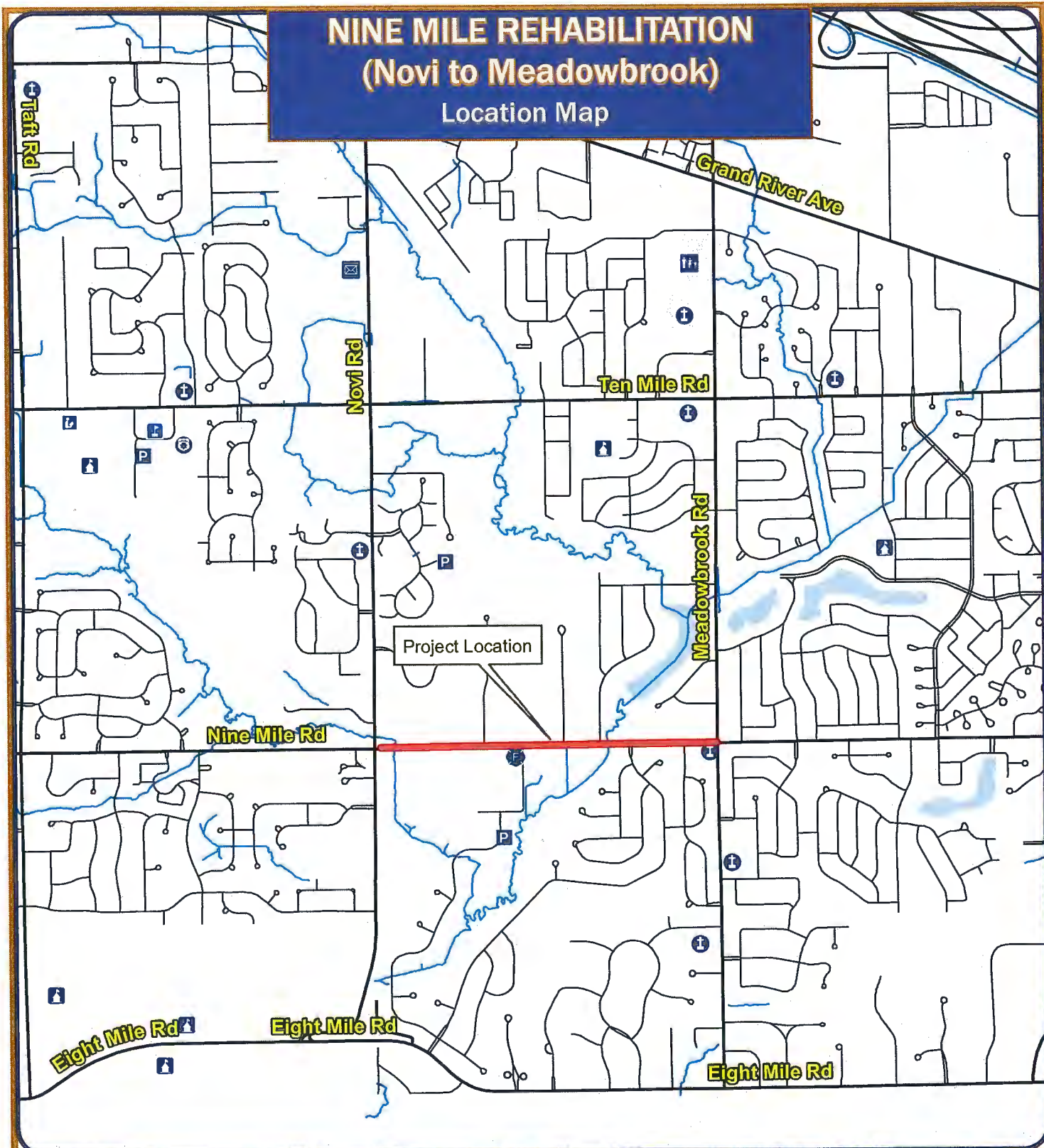
does not become available for 2014 construction, the project can be shelved and available for future grant opportunities.

RECOMMENDED ACTION: Approval to award an engineering services agreement with Spalding DeDecker Associates for design engineering services for the Nine Mile Road (Novi Road to Meadowbrook Road) Rehabilitation project in the amount of \$33,953.

	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				

NINE MILE REHABILITATION (Novi to Meadowbrook) Location Map



Map Author: Croy
Date: 3/15/13
Project: Nine Mile Rehab (Novi-Meadowbrook)
Version #: v1.0



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.



1 inch = 2,000 feet



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



MEMORANDUM

TO: ROB HAYES, P.E; DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER
FROM: BRIAN COBURN, P.E.; ENGINEERING MANAGER *BTC*
SUBJECT: FEDERAL AID ROAD FUNDING OPPORTUNITY
DATE: MARCH 5, 2013

The Oakland County Federal Aid Community, which is responsible for the distribution of Federal road funds to RCOC and the local agencies within Oakland County, has alerted us to the fact that there may be additional federal aid available for construction year 2014 (see attached email from David Evancoe dated February 28, 2013). The funding would be available for reallocation from projects in other parts of the state that were unable to become obligated (i.e., the project was cancelled for lack of progress). They have requested that each local agency provide a list of projects by March 15, 2013 that could be obligated (i.e., ready for construction award) by the end of Federal fiscal year 2014.

The submission of eligible projects now is a proactive measure to ensure that if funding becomes available, Oakland County has projects designed and ready to construct (similar to what occurred with stimulus funding in 2009 for "shovel ready" projects). You may recall that Engineering designed Nine Mile Road (Beck Road to Taft Road) in anticipation of a second round of stimulus funding that did not occur, but was then funded by unanticipated funding that later became available. Since we do not currently have any projects designed and ready to go, we recommend that we add the design of Nine Mile Road (Novi to Meadowbrook) to the third quarter budget amendment. This action would facilitate the award of the design engineering now so that the project could be ready to obligate after October 1, 2013 (the start of Federal FY2014). Unless the funds are budgeted for engineering on the project, it is uncertain that we could add the project to the list for potential funding and guarantee a future obligation. The design engineering fee for the project is \$41,000.

As you know, none of the five projects submitted to the committee by the City of Novi were awarded enough points by the Federal Aid Committee to be Federally funded for FY2016. The two highest scoring projects in Novi were Nine Mile Road (Meadowbrook Road to Novi Road) and Novi Road (12 Mile Road to 13 Mile Road). We reviewed both projects against the tight time frame for design and the bid letting process through Michigan Department of Transportation (MDOT) as required for all Federally funded road projects. We selected Nine Mile Road (Meadowbrook to Novi) because it could be designed quickly and even if it were not funded for a few years, the design would not require much rework.

If you concur with submitting this project to the Oakland Federal Aid Committee, we will prepare a 3rd Quarter budget amendment request form for Council to consider at an upcoming Council meeting.

Coburn, Brian

From: Hayes, Rob
Sent: Thursday, February 28, 2013 3:09 PM
To: Coburn, Brian
Subject: FW: Extra Obligational Authority
Attachments: Attachment A.pdf; Attachment B.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Of our 4 projects on Attachment B, which ones could we most have ready to go for obligation in 13/14?

-----Original Message-----

From: David Evancoe [<mailto:devancoe@rcoc.org>]
Sent: Thursday, February 28, 2013 3:00 PM
Subject: Extra Obligational Authority

Dear Oakland County FAC Funding Committee Members and Attendees:

As you heard during Mr. Brudzinski's presentation at the last Funding Committee meeting, there exists the possibility that Oakland County could receive a significant allocation of additional STP-U funding. Mr. Brudzinski and several members of the Funding Committee suggested the FAC create a list of projects that would be capable of obligation by the end of FY 2014. Although the specifics of the funding are not yet released, the FAC should be prepared to add projects to our program as quickly as possible. With this in mind, I am formally asking you to provide a list of projects that your community or agency could obligate by the end of FY 2014. Eligible projects shall come from the 2014-2016 program which is included with this email as Attachment A. Projects submitted for 2016, but which were not funded, are also eligible for this list and is thus included in this email as Attachment B.

Please list the project, the limits, and year in which obligation can be completed and submit your list to me no later than March 15, 2013. This list will serve as a "ready to go" list of projects if and when the extra obligational authority becomes available. This is only a list of potential projects and no funds are guaranteed without approval of the FAC Funding Committee.

Thank you for your assistance.

Sincerely,

David A. Evancoe
Chair
Oakland FAC

David A. Evancoe, AICP/ASLA
Director of Planning and Environmental Concerns Road Commission for Oakland County
31001 Lahser Road
Beverly Hills, MI 48025



March 14, 2013

CITY COUNCIL

Mayor
David B. Landry

Mayor Pro Tem
Bob Gatt

Terry K. Margolis

Andrew Mutch

Kathy Crawford

Dave Staudt

Justin Fischer

City Manager
Clay J. Pearson

City Clerk
Maryanne Cornelius

Mr. David Evancoe, Chairman
Oakland Federal Aid Committee
Road Commission for Oakland County
31001 Lahser Road
Beverly Hills, MI 48025

Re: Extra Obligational Authority

Dear David:

This letter is in response to your email dated February 28, 2013 regarding the potential for additional STP-U for Oakland County and requesting that the communities provide a list of candidate projects that could be obligated by the end of FY2014.

The City of Novi is submitting the following project for inclusion on the list of potential projects to be funded with additional funding in FY2014:

Nine Mile Road (Novi Road to Meadowbrook Road) 3R

This project (listed on Attachment B in your email) was submitted and reviewed by the technical committee in the 2016 Call for Projects, but did not score high enough to be funded. We can commit that this project will be ready for construction by FY2014 should federal funding become available.

Please feel free to contact me at 248-347-0454 with any questions.

Sincerely,

Rob Hayes, P.E.
Director of Public Services/City Engineer

City of Novi
45175 W. Ten Mile Road
Novi, Michigan 48375
248.347.0460
248.347.0577 fax

cityofnovi.org

Attachment B

Oakland FAC FY2016 Call For Project Submissions

Funding Obligation \$15,644,429

RRR

Project Name	Limits	Submitting Agency	Points As Submitted	Points As Approved	Federal Share	Local Share	3R Running Total Federal Share
S. Main St	10 Mile to Lincoln	Royal Oak	63.00	63.00	\$630,000	\$270,000	\$630,000
University Dr	Cross Creek to N. Squirrel	Auburn Hills	61.50	61.50	\$602,580	\$160,645	\$1,232,580
13 Mile Rd	Farmington to Orchard Lake	Farmington Hills	59.00	59.00	\$1,536,000	\$384,000	\$2,768,680
Haggerty Rd	Pontiac Trail to Oakley Park	RCOC	59.00	59.00	\$1,332,800	\$333,200	\$4,101,980
E. Commerce Rd	Main to E. of Summit	Milford Village	58.00	58.00	\$693,406	\$173,351	\$4,794,786
Maple Rd	Farmington to Orchard Lake	RCOC	57.50	57.50	\$1,687,200	\$421,800	\$6,481,986
Maple Rd	Drake to Farmington	RCOC	56.00	56.00	\$1,604,800	\$401,200	\$8,086,786
Lincoln Ave	Greenfield to Coolidge	Oak Park	55.50	55.50	\$523,482	\$130,870	\$8,610,268
Milford Rd	Maple to Buno	RCOC	55.50	55.50	\$1,150,400	\$287,600	\$9,760,668
13 Mile Rd	Haggerty to Halsted	Farmington Hills	55.00	55.00	\$1,078,776	\$269,694	\$10,839,444
Drake Rd	13 Mile to 14 Mile	Farmington Hills	55.00	55.00	\$1,295,760	\$323,938	\$12,135,194
NB Northwestern Srv	8 Mile to 9 Mile	Southfield	55.00	55.00	\$1,288,974	\$322,244	\$13,424,168
Coolidge Hwy	12 Mile to Webster	Berkley	54.00	54.00	\$412,411	\$274,941	\$13,836,579
9 Mile Rd	Meadowbrook to Novi	Novi	54.50	53.50	\$220,170	\$220,170	\$14,056,749
Novi Rd	12 Mile to 13 Mile	Novi	53.50	53.50	\$512,446	\$341,630	\$14,569,195
Tienken Rd	Adams to Livernois	RCOC	53.50	53.50	\$2,204,000	\$551,000	\$16,773,195
Old Woodward Ave	Willis to Brown	Birmingham	51.00	51.00	\$659,436	\$164,859	\$17,432,631
Oak Park Blvd	Greenfield to Coolidge	Oak Park	52.50	50.50	\$567,726	\$141,931	\$18,000,357
Hilton Rd	Woodward Heights to 10 Mile	Ferndale	50.50	50.50	\$200,488	\$200,488	\$18,200,845
Livernois Ave	8 Mile to 9 Mile	Ferndale	48.50	48.50	\$469,716	\$469,716	\$18,670,561
SB Northwestern Srv	Berg to Evergreen	Southfield	48.50	48.50	\$1,574,301	\$393,575	\$20,244,862
Lahser Rd	12 Mile to 13 Mile	RCOC	48.50	48.50	\$1,290,400	\$322,600	\$21,535,262
W. 14 Mile Rd	Coolidge Hwy to Crooks	Royal Oak	53.00	48.00	\$276,850	\$118,650	\$21,812,112
9 Mile Rd	Inkster to Beech	Southfield	48.00	48.00	\$663,380	\$165,845	\$22,475,492
Giddings Rd	Silverbell to Waldon	RCOC	48.00	48.00	\$680,000	\$170,000	\$23,155,492
Franklin Rd	Maple to Walnut Lake	RCOC	48.00	48.00	\$400,800	\$100,200	\$23,556,292
Pinecrest St	9 Mile to Oakridge	Ferndale	47.50	47.50	\$159,668	\$159,669	\$23,715,960
NB I-75 Srv Drive	E. Lincoln to Gardena	Royal Oak	51.00	47.25	\$694,750	\$297,750	\$24,410,710
Woodward INTS	S. Washington to W. 14 Mile	Royal Oak	57.00	47.00	\$630,000	\$270,000	\$25,040,710
Pontiac Rd	Commonwealth to University	Auburn Hills	56.00	47.00	\$472,384	\$118,096	\$25,513,094
Waldon Rd	Baldwin to Joslyn	RCOC	47.00	47.00	\$980,800	\$245,200	\$26,493,894
Taft Rd	10 Mile to Grand River	Novi	48.00	46.50	\$336,889	\$224,592	\$26,830,783
WB 11 Mile Rd	Southfield to E. City Limits	Lathrup Village	46.50	46.50	\$183,831	\$45,958	\$27,014,614
Green Lake Rd	Pontiac Trail to Commerce	RCOC	46.50	46.50	\$1,802,400	\$450,600	\$28,817,014
Taft Rd	9 Mile to 10 Mile	Novi	47.00	44.00	\$325,089	\$81,272	\$29,142,103
Drake Rd	14 Mile to Maple	RCOC	46.00	-	\$723,200	\$180,800	\$29,865,303
Pinecrest St	8 Mile to 9 Mile	Ferndale	45.50	-	\$395,352	\$395,353	\$30,260,685
Lahser Rd	Quarton to Long Lake	RCOC	45.50	-	\$2,199,920	\$549,980	\$32,460,605
Meadowbrook Rd	I-96 to 12 Mile	Novi	45.00	-	\$183,896	\$183,896	\$32,644,501
Couzens Ave	Woodward Heights to 10 Mile	Hazel Park	44.50	-	\$139,685	\$139,685	\$32,784,186
West Rd	Beck to E. City Limits	Wixom	44.00	-	\$844,280	\$211,070	\$33,628,466
Quarton & Chesterfield	Quarton & Chesterfield	Bloomfield Hills	44.00	-	\$346,177	\$86,545	\$33,974,643
Beck Rd	Pontiac Trail to W. Maple	Wixom	43.50	-	\$892,907	\$223,227	\$34,867,550
EB 11 Mile Rd	Southfield to E. City Limits	Lathrup Village	43.00	-	\$153,344	\$38,336	\$35,020,894
13 Mile Rd	Halsted to Drake	Farmington Hills	43.00	-	\$1,242,679	\$310,670	\$36,263,573
Waldon Rd	Joslyn to Giddings	RCOC	43.00	-	\$1,070,400	\$267,600	\$37,333,973
WB 11 Mile Rd	Evergreen to Southfield	Lathrup Village	42.50	-	\$447,274	\$111,819	\$37,781,247
W. Maple Rd	Hampton to Wixom	Wixom	42.00	-	\$378,262	\$378,263	\$38,159,509
Silverbell Rd	Joslyn to Giddings	RCOC	42.00	-	\$1,055,200	\$263,800	\$39,214,709
Lahser Rd	Civic Center to 11 Mile	RCOC	41.25	-	\$752,800	\$188,200	\$39,967,509
Woodward Heights	Couzens to Dequindre	Hazel Park	40.50	-	\$282,195	\$282,195	\$40,249,704
EB 11 Mile Rd	Santa Barbara to Southfield	Lathrup Village	39.50	-	\$231,323	\$57,831	\$40,481,027
14 Mile Rd	Washington to Bellevue	Clawson	39.00	39.00	\$708,288	\$177,072	\$41,189,315
Woodward Heights	Lennox to Couzens	Hazel Park	36.50	-	\$433,175	\$433,175	\$41,622,490
12 Mile Rd	Tyler to Kenmore	RCOC	34.75	34.75	\$504,800	\$126,200	\$42,127,290
11 Mile Rd	Woodward to I-75	RCOC	34.50	-	\$2,017,600	\$504,400	\$44,144,890
Main St	Broadacre to S. City Limit	Clawson	34.50	-	\$721,512	\$180,378	\$44,866,402
Halsted Rd	Walnut Lake to Pontiac Trail	RCOC	34.25	-	\$700,800	\$175,200	\$45,567,202
10 Mile Rd	Southfield to Greenfield	RCOC	34.25	-	\$1,048,800	\$262,200	\$46,616,002
10 Mile Rd	Evergreen to Southfield	RCOC	33.25	-	\$997,600	\$249,400	\$47,613,602

3R Total \$47,613,602

4R

Project Name	Limits	Submitting Agency	Points As Submitted	Points As Approved	Federal Share	Local Share	4R Running Total Federal Share
Evergreen	8 Mile to 9 Mile	Southfield	57.00	57.00	\$3,359,749	\$839,937	\$3,359,749
Evergreen	9 Mile to SB Northwestern Srv	Southfield	56.50	56.50	\$3,509,252	\$877,313	\$6,869,001
Crooks Rd	Tower to Corporate	RCOC	56.00	56.00	\$1,565,600	\$391,400	\$8,434,601
West Rd	Beck to E. City Limits	Wixom	55.00	55.00	\$844,280	\$211,070	\$9,278,881
W. Burdick St	S. Waterstone to Ashley	Oxford Village	53.50	53.50	\$446,647	\$111,661	\$9,725,528
Southfield Rd	at 10 Mile Road	RCOC	52.00	52.00	\$1,171,200	\$292,800	\$10,896,728
Old Woodward Ave	Willis to Brown	Birmingham	56.00	49.00	\$1,585,925	\$391,481	\$12,462,653
E. Elmwood Rd	N. Main to N. Rochester	Clawson	46.50	-	\$886,880	\$591,253	\$13,349,533
Franklin Rd	Maple to Walnut Lake	RCOC	45.00	-	\$709,600	\$177,400	\$14,059,133
Franklin Rd	12 Mile to N. City Limits	Southfield	41.00	-	\$879,314	\$219,828	\$14,938,447
Hamlin Rd	Old Adams to Adams	RCOC	39.00	-	\$3,356,000	\$839,000	\$18,294,447
W. Maple Rd	Hampton to Wixom	Wixom	37.00	-	\$378,262	\$378,263	\$18,672,709

Approved for Funding

4R Total \$18,672,709

SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT

NINE MILE REHABILITATION (NOVI TO MEADOWBROOK)

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 September 24, 2009.

The project includes the design and the preparation of plans and specifications for the rehabilitation of Nine Mile Road from Novi Road to Meadowbrook Road. Additionally, the sidewalk ramps adjacent to the project limits will be improved to current Americans with Disabilities Act (ADA) standards.

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 \$33,953, which is 8.90% of the estimated construction cost (\$381,490) 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 Marianne
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.



City of Novi
Nine Mile Road Rehabilitation and Sidewalk Construction
Novi Road to Meadowbrook Road
Project Scope
March 15, 2013

Spalding DeDecker Associates, Inc. (SDA) is pleased to have been selected to provide design services for the rehabilitation of Nine Mile Road from Novi Road to Meadowbrook. The following sections summarize the project and scope of services SDA will provide.

Overview and Understanding of Requested Services

In 2005, Nine Mile Road from Novi Road to Chase Drive was completely reconstructed, and a mill and overlay was performed from Chase Drive to Meadowbrook. Overall the pavement section has performed well, but HMA surface cracking has become a maintenance concern.

The work on the portion of Nine Mile from Novi Road to Chase Drive is proposed to consist of milling two inches of the existing surface, placing a fabric interlayer to resist reflective cracking, and placing a two-inch overlay. Portions of curb and gutter as well as any out of compliance guardrail sections will be designed for replacement.

From just east of Chase Drive to Meadowbrook, the existing HMA section is only 3.5 inches and while it could be milled and overlaid again, the volume of commercial traffic will again lead to this section deteriorating at a faster rate than the remainder of Nine Mile. It is proposed that the entire existing HMA section be milled to a depth of five inches, the existing aggregate base augmented, shaped, and compacted, and five inches of new HMA placed. The existing curb and gutter and underdrain system appear to have been performing well and will not be impacted by this work. Sections of curb that have been damaged will be specified for replacement.

In addition to rehabilitating the roadway surface, existing sidewalk ramps at Heslip, Roethel, Venture, Chase, and Antler Drives will be removed and upgraded to current Americans with Disabilities Act (ADA) guidelines.

The project is proposed to be designed to the preliminary plan stage (approximately 75% complete), pending the potential award of excess Federal Aid Committee funds to the City of Novi. The project design would then be completed, with advertising, award, and construction phases under the oversight of the MDOT Local Agency Project office. If the funding is not made available to the City, the project (or a portion of the project) may proceed using City funds, be held until the next round of funding awards, or shelved until suitable funding is available.

Proposed Scope of Services

SDA will provide design phase services to achieve the goals described and summarized above. This section will describe and summarize the services.

Design Phase Services (assumes an MDOT LAP letting)

- Topographic Survey – SDA will perform pickup topographic survey for the pavement rehabilitation portion of the project, with full survey performed for ADA ramp upgrades.

The survey data will correspond to the State Plane Coordinate System Michigan, South Zone-6401, using NAD83, NAVD88 datum.

- Base Plans – following the topographic survey and initial layout of the project, SDA will submit base plans with detailed cost estimates to the City to ensure the project goals and budget are being met.
- Local Agency Permit application – Once funding has been allocated, SDA will assist the City in preparing and submitting the MDOT LAP application.
- Preliminary Plans – Design work will proceed following base plan review and acceptance of the LAP application. Plans, special provisions, and the estimate will be submitted to MDOT in their required formats for review and scheduling of the Grade Inspection (GI) meeting.
- Final Plan Preparation – Following the GI meeting, and once any grading permits have been obtained and recorded, the Final Plans and supporting documents will be submitted to MDOT for the bidding and letting (bid opening) phases.

If funding for the project is not obtained, SDA will complete the design to the degree directed by the City and the project documents held for future completion, generally known as a “shelf job”. Once funding is obtained, the project design will be completed and let via MDOT or directly by the City as appropriate.

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. For this project, it was agreed that the Nine Mile Road work would follow the “road construction” fee table.

Please refer to the attached cost estimate for a detailed breakdown of the expected construction costs.

Based on our pre-design construction estimate of \$381,490, and the design phase rate of 8.90%, the proposed design fee is \$33,953.

Thank you again for your selection of SDA to perform the design for the improvements on and along Nine Mile Road. Please don't hesitate to contact me if you have any questions or comments regarding this submittal.

Kindest Regards,

SPALDING DEDECKER ASSOCIATES, INC.



David P. Eno, P.E.
Transportation Project Manager



SPALDING DEDECKER ASSOCIATES, INC.

905 South Boulevard East • Rochester Hills • Michigan 48307 • Tel 248 844 5400 • Fax 248 844 5404

NINE MILE ROAD

Pre-Construction Engineer's Estimate

Project: Nine Mile Road Date: 3/15/2013
 Location: Novi Road to Meadowbrook Road Project No. NV13-003
 Work: HMA Road Rehab - Mill and overlay from Novi to Chase, By: DPE
full-depth HMA removal / paving from Chase to Meadowbrook Reviewed: EMK

TO BE LET VIA MDOT LAP

Total Existing Roadway Area (SYD): 22900

Roadway Area from Chase to Meadowbrook (SYD): 3860

Item No.	Item Description	Est. Quantity	Unit	Unit Price (\$)	Total Cost (\$)
	<u>General Items</u>				
	Mobilization (5% max.)	1	LS	18,000.00	18,000.00
	Pre-Construction Video Review	1	LS	2,500.00	2,500.00
	Soil Erosion & Sedimentation Control	1	LS	2,000.00	2,000.00
	Maintaining Traffic	1	LS	12,000.00	12,000.00
	Cold Milling HMA Surface (2 inch depth)	19040	SYD	1.50	28,560.00
	HMA Surface, Rem	3860	SYD	3.00	11,580.00
	Conc Curb & Gutter, Spot Rem and Replace	300	FT	25.00	7,500.00
	HMA, 5E3 (2 inch)	2520	TON	75.00	189,000.00
	HMA, 4E3 (3 inch)	640	TON	65.00	41,600.00
	Crack Reducing Fabric Interlayer	19040	SYD	2.50	47,600.00
	ADA ramp upgrades	8	EA	600.00	4,800.00
	Permanent Pavement Markings	1	LS	6,500.00	6,500.00
	Monument Adjustment Allowance	1500	DLR	1.00	1,500.00
	Permit Allowance (RCOC, Railroad)	2500	DLR	1.00	2,500.00
	Contingency - undercutting	390	SYD	15.00	5,850.00
	Total Roadwork Construction Cost Estimate:				381,490.00