

CITY of NOVI CITY COUNCIL

Agenda Item D  
April 23, 2012

**SUBJECT:** Approval to award an engineering contract for design engineering services for the rehabilitation and repaving of the parking lots and access drives for Power Park and the Novi Ice Arena to Orchard, Hiltz & McCliment in the amount of \$44,400.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division <sup>PH</sup> Parks, Recreation and Cultural Services <sup>BTC</sup>

**CITY MANAGER APPROVAL:** *rc mp*

<b>EXPENDITURE REQUIRED</b>	<p>\$ 21,000 (Power Park Access Drive and Parking Lot)          \$ 3,750 (Ice Arena Access Drive)  <u>\$ 19,650 (Ice Arena Parking Lot and Service Area)</u>  <b>\$ 44,400 TOTAL</b></p>
<b>AMOUNT BUDGETED</b>	<p>\$ 167,690 (Power Park Access Drive and Parking Lot)          \$ 66,000 (Ice Arena Access Drive)          \$ 39,300 (Ice Arena Parking Lot and Service Area)</p>
<b>LINE ITEM NUMBER</b>	<p>208-691.00-974.094 (Power Park Access Drive and Parking Lot)          204-204.00-865.643 (Ice Arena Access Drive)          To be determined (Ice Arena Parking Lot and Service Area)</p>

**BACKGROUND INFORMATION:**

The parking lots and access drives associated with Power Park and the Novi Ice Arena are all in poor condition and require improvements. Since the pavement rehabilitation needed in both of these areas are very similar, Engineering, PRCS and Ice Arena staff have decided to combine the work into one project to realize the cost savings of a larger combined project.

The Power Park parking lot and access drive project would consist of the complete removal and replacement of the asphalt pavement, and the replacement of some areas of base material as needed. A portion of the parking lot will be reconstructed to improve drainage and therefore increase the life expectancy of the pavement. The majority of the curb is in good condition and will remain in place, although some new curb would be proposed to help improve drainage as well.

The Novi Ice Arena parking lot and access drive project would consist of the complete removal and replacement of the asphalt pavement, and the replacement of some areas of base material as needed. The service area at the east side of the building would also be repaired due to the significant defects caused by poor drainage, as well as asphalt pavement damage caused by the garbage trucks. Additionally, a topographic survey would be performed over the area east of the building that may be considered for a future parking expansion. This survey will help staff to develop an engineering estimate along with a determination on the feasibility of the parking expansion for presentation as a future Capital Improvement Program request.

The rehabilitation of the Power Park access road was funded in FY2011-12 for design, and design and construction of the parking lot was proposed for FY2012-13. Staff proposes the design of both phases now so that construction of both could occur in FY2012-13 to limit the disruption at Power Park to one season instead of two. There would also be potential costs savings by completing the projects at the same time rather than separately.

The rehabilitation of the Ice Arena access road and some minor repair to the Ice Arena parking lot was funded for FY2011-12. After further review of the parking lot and the service area behind the Ice Arena, it was determined that more extensive rehabilitation is necessary in the parking lot. The parking lot rehabilitation is proposed at this time to be completed with the access drive construction.

Once design is under way, a schedule will be developed which will have to be coordinated with the events programmed at the Power Park and the Novi Ice Arena. Work could potentially commence this fall.

**RECOMMENDED ACTION:** Approval to award an engineering contract for design engineering services for the rehabilitation and repaving of the parking lots and access drives for Power Park and the Novi Ice Arena to Orchard, Hiltz & McCliment in the amount of \$44,400.

	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				

Ten Mile R

# POWER PARK Access Drive and Parking Lot Rehabilitation Location Map



Map Author: Croy  
 Date: 4/12/12  
 Project: Power Park  
 Version #: V1.1

**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 approximations and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 232 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

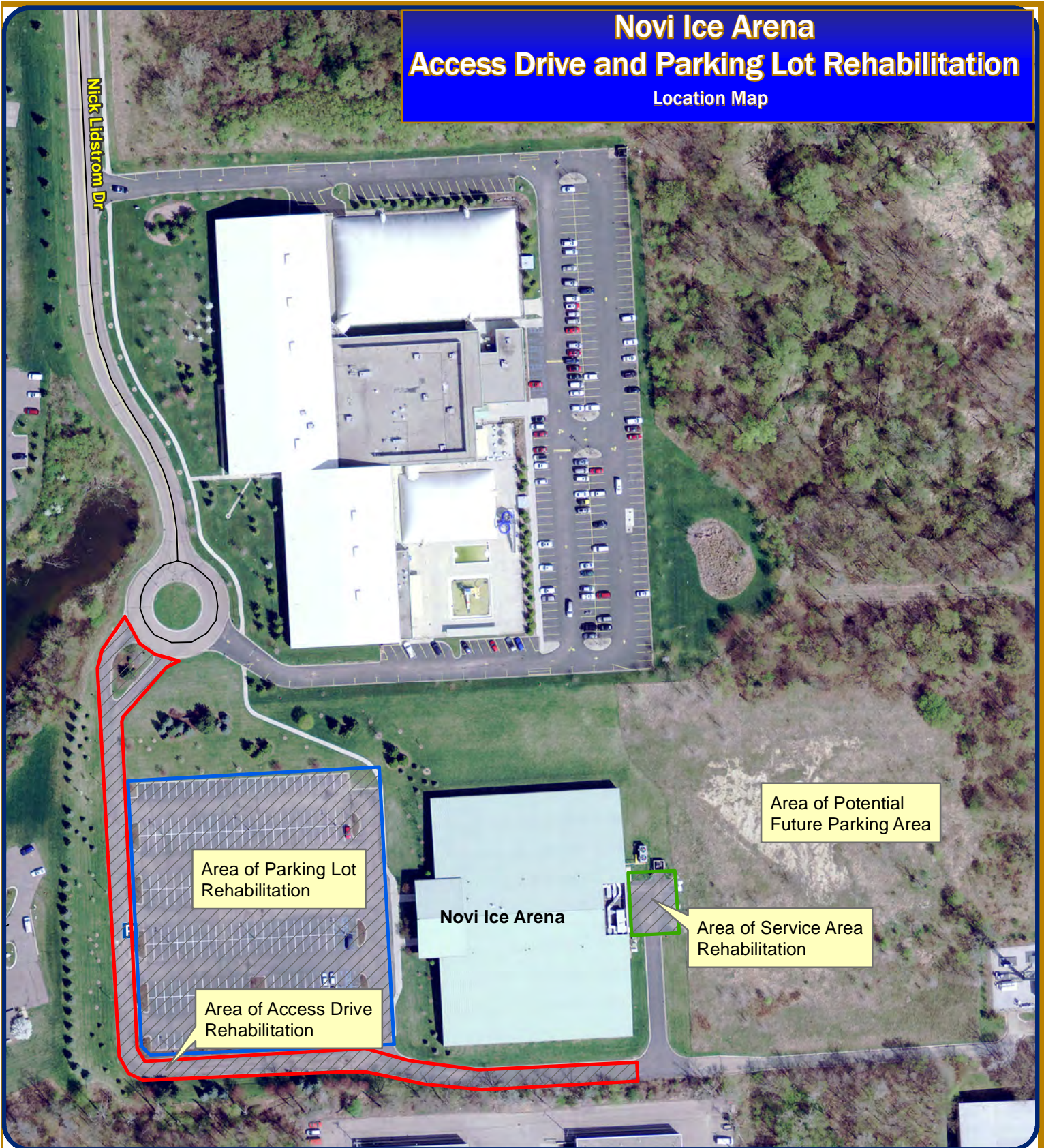


1 inch = 200 feet



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

# Novi Ice Arena Access Drive and Parking Lot Rehabilitation Location Map



Area of Potential Future Parking Area

Area of Parking Lot Rehabilitation

Novi Ice Arena

Area of Service Area Rehabilitation

Area of Access Drive Rehabilitation

Map Author: Croy  
Date: 4/23/12  
Project: Access Drive Rehabilitation  
Version #: V1.1



1 inch = 150 feet



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

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**SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

**ELLA MAE POWER PARK AND NOVI ICE ARENA  
ACCESS DRIVE AND PARKING LOT IMPROVEMENTS**

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 Orchard, Hiltz & McCliment, Inc., whose address is 34000 Plymouth Road, Livonia, Michigan 48150, 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 improvements to the access drives and parking lots at Ella Mae Power Park and the Novi Ice Arena. The project at Power Park will consist of the complete removal and replacement of the asphalt pavement. A portion of the parking lot will be reconstructed and some new curb is proposed to help improve drainage. The project at the Novi Ice Arena will consist of the complete removal and replacement of the asphalt pavement. The service area at the east side of the building would also be repaired. Additionally, a topographic survey would be performed over the area east of the building that may be considered for a future parking expansion.

The project shall be designed in accordance with MDOT Local Agency Program guidelines as the project is being partially funded with MDOT STH funds (see attached MDOT Approval Letter, dated July 1, 2011).

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 \$44,400, which is 5.73 % of the estimated construction cost (\$700,000) plus \$4,300 for the survey/feasibility study of the future parking area east of the Novi Ice Arena, further described as follows:
  - i. Ella Mae Power Park access drive, \$3,750.
  - ii. Ella Mae Power Park parking lot, \$17,250.
  - iii. Novi Ice Arena access drive, \$3,750.
  - iv. Novi Ice Arena parking lot, \$13,700.
  - v. Novi Ice Arena service area, \$1,650.
  - vi. Novi Ice Arena survey of future parking area, \$4,300.
- 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: James Stevens, P.E.

**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

Orchard, Hiltz & McCliment, 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.**

[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.

April 9, 2012



Mr. Ben Croy, P.E.  
Civil Engineer  
City of Novi, Department of Public Services  
Field Services Complex  
26300 Delwal Drive  
Novi, MI 48375

**Subject: City of Novi  
Power Park Access Drive and Parking Lot Paving Improvements  
Proposal for Engineering Services**

Dear Mr. Croy:

Orchard, Hiltz & McCliment, Inc. (OHM) is pleased to submit this proposal to the City of Novi for engineering services for the proposed paving improvements to the access drive and parking lot at the Ella Mae Power Park. The City had previously awarded work to OHM to design improvements for the access drive to Ella Mae Power Park and this proposal is subsequently based on the City's request to also include parking lot improvements with the project. We have included our understanding of the project, our approach to design of the paving improvements, anticipated schedule, and proposed budget.

### **Project Understanding**

We have visited the site to observe the existing pavement conditions of the access drive and parking lot and have met with City Engineering Staff to provide us with a good understanding of the project needs. We have made the following observations during our recent site visit.

#### **Access Drive:**

The access drive is approximately 27 feet wide (back of curb to back of curb) and includes a 2.5 feet wide curb and gutter on both sides for a traveled drive width of 22 feet. It is our opinion that the curb and gutter is in good condition and does not require replacement. The pavement surface shows significant deterioration and block cracking with numerous cold patch areas. City record plans indicate an existing pavement cross section of 3 inches of asphalt on aggregate base.

#### **Parking Lot:**

The parking lot is approximately 250 feet by 250 feet. There is some curb along the north side of the parking lot and around the landscaping islands but most of the parking lot pavement has no edge treatment. The pavement surface shows moderate to severe deterioration throughout. City record plans indicate an existing pavement cross section of 3 inches of asphalt on aggregate base. Surface drainage appears to sheet flow overland from north to south across the entire parking lot into the detention pond. Gully erosion was noted at locations along the south edge of the parking lot where surface drainage discharges from the pavement towards the detention pond.

### **Project Approach**

We recognize the City's desire to improve the access drive and parking lot pavement using cost effective techniques for design and construction. To achieve this desire our proposed project approach is to prepare plans of the access drive based on record data with typical pavement sections and details of construction methods intended for use and to perform limited topographic survey of the parking lot to establish grades for drainage improvements. We also propose to bid the Power Park and Ice Arena

improvement projects concurrently as one project to minimize work associated with preparation of construction specifications and contract administration. Construction specifications would be contained within a Project Manual for public bidding and will be presented per the MDOT 2012 Standard Specifications for Construction. An engineer's opinion of probable construction costs will be provided. We also recommend a geotechnical investigation be performed to provide a detailed view of the underlying conditions and to determine if any removal and replacement of the existing aggregate base materials are needed.

**Access Drive:**

Based on our observations and information regarding the existing cross section, we would recommend full removal and replacement of the asphalt pavement. The extent of any additional aggregate base replacement would be determined once a geotechnical investigation has been completed.

**Parking Lot:**

Based on our observations and information regarding the existing cross section, we would recommend full removal and replacement of the asphalt pavement. We also recommend the addition of concrete curb and gutter along the west and south sides along with the addition of 5 storm water drainage structures and associated storm sewer pipe to reduce the amount of overland flow, direct storm water to a dedicated outlet and eliminate the gulley erosion. The extent of any additional aggregate base replacement would be determined once a geotechnical investigation has been completed.

**Schedule**

OHM can commence work immediately upon authorization. It is anticipated that the design would be completed during the spring of 2012 with a bidding date in summer 2012 and a construction through summer and autumn in 2012. A date specific schedule will be developed with the City following authorization.

**Not-to-Exceed Budget**

**Original Scope:**

The following is a breakdown of our original proposed engineering design services budget for the access drive improvements.

Access Drive Design Phase (Engineering and Specifications)	\$3,750
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**Additional Scope:**

The following is a breakdown of anticipated construction costs for the additional scope and our proposed engineering design and construction services budgets.

**Access Drive:**

Preliminary Engineer's Opinion of Probable Construction Cost	\$88,000
Design Phase (Engineering, and Specifications) **Included in original scope above**	
Construction Inspection (Crew Days: 6 at \$615/day)	\$3,690
Contract Administration (Includes Survey Layout)	\$5,510

**Parking Lot:**

Preliminary Engineer's Opinion of Probable Construction Cost	\$276,000
Design Phase (Survey, Engineering, and Specifications)	\$17,250
Construction Inspection (Crew Days: 20 at \$615/day)	\$12,300
Contract Administration (Includes Survey Layout)	\$17,450

Summary of Project Scope (Budgets):

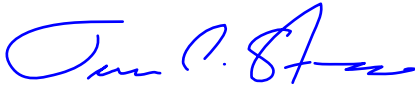
The following is a summary of the anticipated complete project construction costs and proposed engineering design and construction services budgets from the breakdowns above.

Preliminary Engineer's Opinion of Probable Construction Cost	\$364,000
Design Phase (Survey, Engineering, and Specifications)	\$21,000
Construction Inspection (Crew Days: 26 at \$615/day)	\$15,990
Contract Administration (Includes Survey Layout)	\$22,960

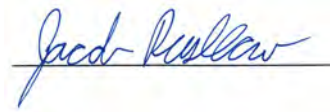
Thank you for the opportunity to submit this proposal for engineering services for the Power Park Paving Improvements for the City of Novi. Please do not hesitate to call if you have any questions.

Sincerely,

**Orchard, Hiltz & McCliment, Inc.**



James Stevens, P.E.  
Associate



Jacob Rushlow, P.E.  
Project Engineer



April 9, 2012



Mr. Ben Croy, P.E.  
Civil Engineer  
City of Novi, Department of Public Services  
Field Services Complex  
26300 Delwal Drive  
Novi, MI 48375

**Subject: City of Novi  
Novi Ice Arena Access Drive and Parking Lot Paving Improvements  
Proposal for Engineering Services**

Dear Mr. Croy:

Orchard, Hiltz & McCliment, Inc. (OHM) is pleased to submit this proposal to the City of Novi for engineering services for the proposed paving improvements to the access drive and parking lot at the Novi Ice Arena. The City had previously awarded work to OHM to design improvements for the access drive to the Ice Arena and this proposal is subsequently based on the City's request to also include parking lot and service drive improvements with the project. We have included our understanding of the project, our approach to design of the paving improvements, anticipated schedule, and proposed budget.

### **Project Understanding**

We have visited the site to observe the existing pavement conditions of the access drive, parking lot, and service drive and have met with City Engineering Staff to provide us with a good understanding of the project needs. We have made the following observations during our recent site visit.

#### **Access Drive:**

The access drive on this site is connected to Nick Lidstrom Drive and extends round the parking lot to the southeast corner of the Ice Arena building. A small boulevard connecting to Nick Lidstrom Drive extends south approximately 70 feet. Each leg of the boulevard is approximately 16 feet wide and includes a 1.5 feet wide curb and gutter on both sides for a traveled drive width of 13 feet. South of the boulevard adjacent to the parking lot and behind the ice arena, the drive is approximately 24 feet wide (back of curb to back of curb). This also includes a 1.5 feet wide curb and gutter on both sides for a traveled drive width of 21 feet. The curb appears to be in good condition and does not require replacement. The pavement condition in the boulevard section and the area immediately south of the ice arena appear to be in fair condition. The pavement adjacent to the west and south sides of the parking lot area is in poor condition with some cold patch areas and differential settlement. City record plans indicate an existing pavement cross section of 3 inches of asphalt on aggregate base. Surface drainage appears to be split with a portion of the drainage flowing overland into the parking lot drainage structures and the remainder flowing into a drainage structure in the southeast corner of the access drive. The stormwater enters into the main conveyance system for the site and discharges into a detention pond on the east side of the site.

#### **Parking Lot:**

The parking lot is approximately 300 feet by 300 feet. There is curb along all sides of the parking lot and appears to be in fair condition. The pavement surface shows severe deterioration throughout with some differential settlement in areas adjacent to the drainage structures that may indicate failure of the base material. City record plans indicate an existing pavement cross section of 3 inches of asphalt on

aggregate base. Surface drainage appears to be directed into three drainage structures within the parking lot area that discharge into a detention pond on the east side of the site.

**Service Drive:**

The service drive is located on the east side (rear) of the Ice Arena. The drive is approximately 20 feet wide (back of curb to back of curb). This also includes a 1.5 feet wide curb and gutter on both sides for a traveled drive width of 17 feet. The service area at the end of the service drive is approximately 60 feet by 60 feet with no edge treatment. The pavement surface shows severe deterioration and rutting, which has likely been caused by a combination of a thin pavement section and heavy loading of maintenance vehicles. City record plans indicate an existing pavement cross section of 3 inches of asphalt on aggregate base. Surface drainage appears to flow into a single drainage structure in the northwest corner of the service drive. It also appears that drainage from the Ice Arena cooling condenser also discharges onto the service area pavement and flows overland into the single drainage structure. The stormwater enters into the main conveyance system for the site and discharged into a detention pond on the east side of the site.

**Parking Expansion Area:**

We understand that the City also desires to investigate the feasibility of expansion of the parking area. City record plans for the Ice Arena site indicate an area of the site between the Ice Arena and the detention pond for addition of another ice rink and additional parking facilities. We understand that the City does not intend to include design or construction of additional parking at this time and are investigating the feasibility of future expansions.

**Project Approach**

We recognize the City's desire to improve the access drive, parking lot, and service drive pavement using cost effective techniques for design and construction. To achieve this desire our proposed project approach is to prepare plans of the access drive based on record data with typical pavement sections and details of construction methods intended for use and to perform limited topographic survey of the parking lot to establish grades for drainage improvements. We also propose to bid the Ice Arena and Power Park improvements project concurrently as one project to minimize work associated with preparation of construction specifications and contract administration. Construction specifications would be contained within a Project Manual for public bidding and will be presented per the MDOT 2012 Standard Specifications for Construction. An engineer's opinion of probable construction costs will be provided. We also recommend a geotechnical investigation be performed to provide a detailed view of the underlying conditions and to determine if any removal and replacement of the existing aggregate base materials are needed.

**Access Drive:**

Based on our observations and information regarding the existing cross section, we would recommend full removal and replacement of the asphalt pavement. The pavement sections adjacent to the parking lot exhibit more significant deterioration, especially along the southern edge, and may require aggregate base replacement as well. The extent of any additional aggregate base replacement would be determined once a geotechnical investigation has been completed. We would also recommend the removal and replacement of the single drainage structure in the access drive.

**Parking Lot:**

Based on our observations and information regarding the existing cross section, we would recommend full removal and replacement of the asphalt pavement. We would also recommend the removal and replacement of the three drainage structures in the parking lot. The extent of any additional aggregate base replacement would be determined once a geotechnical investigation has been completed.

Service Drive:

Based on our observations and information regarding the existing cross section, we would recommend full removal and replacement of the asphalt pavement with a concrete slab constructed adjacent to the dumpster pad to withstand the heavy loading of sanitation trucks. We would also recommend the removal and replacement of the one drainage structures in the parking lot and direct connection of condenser discharge into the drainage structure to limit overland flow. The extent of any additional aggregate base replacement would be determined once a geotechnical investigation has been completed.

Parking Expansion Area:

Based on our discussions with City Engineering staff, we propose to perform a topographic survey on the east side of the site between the Ice Arena and the detention pond and along the adjacent industrial property to the south. Topographic survey plans would be provided to the City. We would investigate the feasibility of parking expansion in this area and the possibility of a shared access to the south. We would prepare a preliminary engineer's opinion of probable construction costs for future consideration and planning.

**Schedule**

OHM can commence work immediately upon authorization. It is anticipated that the design would be completed during the spring of 2012 with a bidding date in summer 2012 and a construction through summer and autumn in 2012. A date specific schedule will be developed with the City following authorization.

**Not-to-Exceed Budget**

Original Scope:

The following is a breakdown of our original proposed engineering design services budget for the access drive improvements.

Access Drive Design Phase (Engineering and Specifications)	\$3,750
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Additional Scope:

The following is a breakdown of anticipated construction costs for the additional scope and our proposed engineering design and construction services budgets.

Access Drive:

Preliminary Engineer's Opinion of Probable Construction Cost	\$73,000
Design Phase (Engineering, and Specifications) **Included in original scope above**	
Construction Inspection (Crew Days: 5 at \$615/day)	\$3,075
Contract Administration (Includes Survey Layout)	\$4,125

Parking Lot:

Preliminary Engineer's Opinion of Probable Construction Cost	\$233,000
Design Phase (Survey, Engineering, and Specifications)	\$13,700
Construction Inspection (Crew Days: 17 at \$615/day)	\$10,455
Contract Administration (Includes Survey Layout)	\$13,860

Service Drive:

Preliminary Engineer's Opinion of Probable Construction Cost	\$30,000
Design Phase (Survey, Engineering, and Specifications)	\$1,650
Construction Inspection (Crew Days: 2 at \$615/day)	\$1,230
Contract Administration (Includes Survey Layout)	\$1,770

Parking Expansion Area:

Feasibility Study (Survey and Engineering)	\$4,300
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Summary of Project Scope (Budgets):

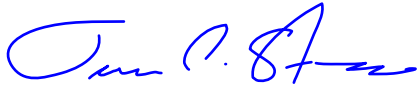
The following is a summary of the anticipated complete project construction costs and proposed engineering design and construction services budgets from the breakdowns above.

Preliminary Engineer's Opinion of Probable Construction Cost	\$336,000
Design Phase (Survey, Engineering, and Specifications)	\$19,100
Construction Inspection (Crew Days: 24 at \$615/day)	\$14,760
Contract Administration (Includes Survey Layout)	\$19,755
Feasibility Study (Survey and Engineering)	\$4,300

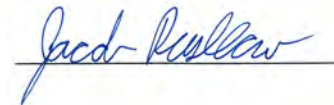
Thank you for the opportunity to submit this proposal for engineering services for the Novi Ice Arena Paving Improvements for the City of Novi. Please do not hesitate to call if you have any questions.

Sincerely,

**Orchard, Hiltz & McCliment, Inc.**



James Stevens, P.E.  
Associate



Jacob Rushlow, P.E.  
Project Engineer