

CITY COUNCIL

Hon. Kelly Garrett
Mayor

Hon. Bruce Kantor
Mayor Pro Tem

Hon. Saleem R. Siddiqi
Council Member

Hon. Ian Ferguson
Council Member

Hon. Donna Stallings
Council Member



A HERITAGE OF GOOD LIVING

CITY COUNCIL

CITY OF LATHRUP VILLAGE
27400 Southfield Road, Lathrup Village, Michigan 48076

SPECIAL MEETING AGENDA

MONDAY, JUNE 3, 2019

5:30 p.m. Dinner – Conference Room

6:00 p.m. Meeting – Council Chambers

ADMINISTRATION

Dr. Sheryl L. Mitchell
City Administrator

Scott Baker
Baker & Elowsky
City Attorney

Pamela Bratschi
City Treasurer

Scott McKee
Chief of Police

Yvette Talley
City Clerk

AGENDA ITEMS

1. **Call to Order** by Mayor Garrett
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Agenda**

All items listed under “Consent Agenda” are considered to be routine and non-controversial by the City Council and will be approved by one motion. There will be no separate discussion. If a discussion is desired, that item(s) will be removed from the consent agenda and discussed separately immediately after consent agenda approval in its normal sequence on the regular agenda.

5. **Consent Agenda** – No Items
6. **Public Comment** – Items not on the agenda
7. **Action Requests:**
 - A. Discussion – Update from Infrastructure Committee
 - B. Consideration / Approval Contract Resolution to Accept Proposal and Approve Contract for Geotechnical Engineering Services (Core Boring \$22,100)
 - C. Discussion – Park Policies – Ordinance updates
11. **City Administrator Report**
12. **City Attorney Report**
13. **Reports of Boards, Commissions and Committees**
14. **Unfinished / New Business**
15. **Adjourn**

CITY OF LATHRUP VILLAGE, MICHIGAN
RESOLUTION TO ACCEPT PROPOSAL AND APPROVE CONTRACT
FOR GEOTECHNICAL ENGINEERING SERVICES

WHEREAS the City of Lathrup Village has established an Infrastructure Committee to study infrastructure needs, including the poor conditions on our roads that create an impediment to the economic development of our community and diminish the excellent quality of life our residents expect; and

WHEREAS Giffels Webster, the firm that provides contracted engineering services for the City of Lathrup Village, has recommended that core samplings be taken of city streets, in order to have a more precise reconstruction/rehabilitation cost estimate; and

WHEREAS a proposal was received from G2 Consulting Group, LLC to conduct 160 pavement core/hand-auger soil borings: 100 within composite roads; 30 on asphalt roads; and 30 on gravel roads; and

WHEREAS the cost for the G2 Consulting Group, LLC services is \$22,100; and

WHEREAS Giffels Webster will serve as the Project Manager.

NOW THEREFORE, BE IT RESOLVED that the Lathrup Village City Council accepts the proposal from G2 Consulting Services, LLC for Geotechnical Engineering Services and authorizes Giffels Webster to serve as Project Manager and sign the related documents.

Adopted this 3rd Day of June 2019.

Mykale Garrett, Mayor

I, Yvette Talley, City Clerk, for the City of Lathrup Village, Michigan, do hereby certify that the above resolution was adopted at a Regular meeting of the Lathrup Village City Council held on June 3, 2019.

Yvette Talley, Clerk



May 30, 2019

Mr. Scott Ringler, P.E.
Partner
Giffels Webster
1025 E. Maple Road, Suite 100
Birmingham, Michigan 48009

RE: Proposal for Geotechnical Engineering Services
Proposed Lathrup Village Pavement Bond Program
Lathrup Village, Oakland County, Michigan
G2 Proposal No. 190486

Dear Mr. Ringler:

City of Lathrup Village

This letter will serve as our proposal and agreement to perform a geotechnical investigation for the proposed reconstruction/rehabilitation of various streets in the Village of Lathrup, Michigan. Our proposal is based on the desire to have one to two borings along each street block within the village. It is our understanding the local streets that will be part of this investigation will consist of composite roads, asphalt roads, and gravel roads. Traffic data was not known at the time of this proposal; however, we anticipate traffic will be residential in nature generally consisting of car traffic with some bus and truck traffic.

The purpose of our investigation is to determine and evaluate the general pavement and subsurface conditions within the various roadways and provide asphalt design pavement recommendations for a typical residential street. Our proposal has been prepared based on your email dated May 29, 2019, and our experience with similar pavement investigations in Lathrup Village.

SCOPE OF SERVICES

A licensed professional engineer acting as a Project Manager will direct the investigation. Our scope of services will consist of the following:

1. G2 Consulting Group, LLC will contact the local utility locating company "MISS DIG". It should be noted that MISS DIG requires a minimum of 72 hours to locate utilities. Private utilities are not located by "MISS DIG". Therefore, any information you have pertaining to private utilities should be forwarded to us prior to drilling operations commencing. We will use reasonable care to avoid underground utilities, however, G2 will not be responsible for any damage to utilities not marked or incorrectly marked. Also, any special access issues regarding the site should be provided to G2 prior to commencement of our on-site work.
2. We will provide traffic control during pavement core/soil boring operations. We anticipate traffic control will consist of an arrow board, traffic cones, and appropriate "work ahead" signage.
3. We will determine the pavement core locations by measuring from existing site features using conventional taping methods.



4. As directed, one hundred and sixty (160) pavement cores/hand-auger soil borings will be performed along the existing roadway alignments and extend to a depth of 3 feet each. One hundred (100) of those soil borings will be performed within composite roads, thirty (30) will be performed on asphalt roads, and thirty (30) will be performed on gravel roads.
5. Coring will be performed using an electric rotary coring rig with a diamond tipped core barrel. The existing material types and thicknesses will be recorded. Bag samples of any underlying aggregate base materials, if present, will also be obtained. The aggregate base thicknesses will be recorded. During hand-auger boring operations, DCP testing will be performed at 3 feet to evaluate the relative density of the in-situ soils. The hand-auger borings will be backfilled with on-site soils and topped with cold patch, where necessary. It should be understood that some settlement of the borehole fill may occur and no future maintenance of the holes is included in our fee.
6. We will perform laboratory testing to determine the physical characteristics of the subsurface soils. The testing program may include, as appropriate, determination of the unconfined compressive strength, natural moisture content, grain-size distribution, Atterberg limits, organic matter content, and soil classification in accordance with the Unified Soil Classification System.
7. We will prepare a letter report summarizing our findings about the following items:
 - Existing pavement cross-section materials and thicknesses
 - Subsurface soil and groundwater conditions
 - Typical asphalt design pavement cross-section using AASHTO design procedures for reconstructed streets

PROFESSIONAL FEES

We propose to perform the services outlined in this proposal for a lump sum of **\$22,100**. If additional drilling is required due to poor soil conditions, we will charge an additional \$20 per foot. We will invoice for additional meetings or consultations. Such meetings and consultations would be charged on a time and materials basis. Should you or field conditions require additional work beyond the scope outlined in this proposal, we would contact you with an estimate and obtain your permission prior to performing such services. Charges for additional services will be based on the attached Fee and Rate Schedule.

PROJECT SCHEDULE

Drilling operations can be scheduled to begin 10 to 12 business days following notice to proceed from the client and utility clearance through the MISS DIG network. Fieldwork is expected to take seven to eight days, provided weather and site conditions permit. The engineering report will be available within 10 to 12 business days after completion of drilling operations. Preliminary verbal recommendations should be available within three to four days after completion of the drilling operations. We will provide three (3) hard copies and an electronic copy of the geotechnical report.

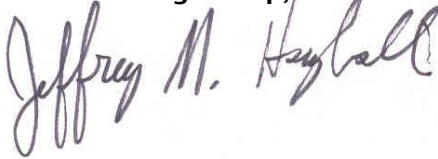
TERMS AND CONDITIONS

General conditions relating to the performance of our services are presented in the attached General Conditions and are made part of this proposal. As authorization to proceed, please have one copy of this proposal executed by an authorized representative of the party responsible for payment of services and return it to G2 Consulting Group, LLC.

We appreciate the opportunity to be of service to you and look forward to working with you on this project. If you have any questions regarding our proposed scope of services or any other matter pertaining to the pavement investigation, please do not hesitate to call.

Sincerely,

G2 Consulting Group, LLC



Jeff Hayball, P.E.
Project Engineer



Jason B. Stoops, P.E.
Office Manager / Project Manager

JMH/JBS/jbs

Encl: Fee Schedule
General Conditions

ACCEPTED FOR GIFFELS WEBSTER:

BY: _____

DATE: _____



FEE AND RATE SCHEDULE PROFESSIONAL SERVICES

PERSONNEL

Fees for our services will be based upon the time worked on the project by professional, technical, and clerical personnel according to the following schedule:

PER HOUR		
Principal	.....	\$175.00
Project Consultant	.....	\$160.00
Project Manager	.....	\$150.00
Senior Project Engineer	.....	\$125.00
Project Engineer	.....	\$120.00
Senior Environmental Scientist	.....	\$120.00
Senior Staff Engineer	.....	\$115.00
Staff Engineer	.....	\$92.00
Field Engineer	.....	\$90.00
Field Coordinator	.....	\$85.00
Senior Technician	.....	\$85.00
Technician II*	.....	\$78.00
Technician I*	.....	\$66.00
Word Processor*	.....	\$63.00

*For these personnel, overtime work will be charged at a rate equal to 1.5 times the Standard Rate.

A premium of 50 percent will be added to hourly rates for expert testimony and depositions.

G2 Consulting Group technicians include Engineering, Environmental, and Construction Materials technical specialists.

G2 operates on a strong project management system, and a Project Manager is appointed for each project.

EXPENSES

The following expenses, when incurred in direct connection with the project, will be charged at the rate shown:

Transportation, Lodging, and Subsistence for Out of Town Travel	.....	Cost + 15%
Printing, Reproduction, Photographs, Long Distance Telephone and Telecopier Charges, Shipping Charges and Material Purchases	.....	Cost + 15%
Vehicle Travel for Projects	.....	\$0.80/Mile

SUBCONTRACTORS/SUBCONSULTANTS

On projects requiring subcontractors or subconsultants, we will obtain the services of reputable contractors or consultants to perform such work. The fees of these contractors or consultants plus a 15 % service charge will be added to our invoices.

INVOICES

Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of our services. Invoices will show charges for different personnel and expense classifications. Each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month on past due accounts.

We reserve the right to suspend or terminate work under our agreement upon failure of the client to pay invoices when due.



GENERAL CONDITIONS

PUBLIC LIABILITY INSURANCE

We represent and warrant that we and our agents, staff and consultants employed by us are protected by worker's compensation insurance and that we have coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance can be provided to the client upon request. Within the limits and conditions of such insurance, we agree to indemnify and save clients harmless from and against any loss, damage or liability arising from any negligent acts by us, our agents, staff or consultants employed by us. We shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. We shall not be responsible for any loss, damage or liability arising from any negligent acts by our client, its agents, staff and other consultants employed by client.

LIMITATION OF PROFESSIONAL LIABILITY

In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by members of our profession. No warranty, express or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by our observation of work. Client recognizes that actual conditions may vary from those encountered at the location where borings, surveys or explorations are made by us or provided by others, and that our data, interpretations and recommendations are based solely on the information available to the client. We will be responsible for those data, interpretations and recommendations, but shall not be responsible for the interpretation by others of the information developed. Client also recognizes that monitoring of construction by a qualified engineer is essential to verify that designs are appropriate for actual site conditions.

Should we or any of our professional employees be found to have been negligent in the performance of professional services or to have made and breached any expressed or implied warranty, the client agrees that the maximum aggregate amount of our liability and/or that of said professional employees shall be limited to \$25,000.00 or the amount of the fee paid us for professional services on this project, whichever amount is greater.

WAIVER OF LIMITATION OF PROFESSIONAL LIABILITY

In the event the client is unwilling or unable to limit liability in accordance with the provisions set forth in the paragraph hereinbefore, we agree to waive this limitation upon written notice from the client received within ten (10) days after date of contract, and client agrees to pay us a sum equivalent to ten (10) percent additional of the total fee to be charged for the professional services, said sum to be called "Waiver of Limitation of Liability Charge". This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing work in which there is no limitation of liability.

RIGHT OF ENTRY

The client will provide for right of our entry and all necessary equipment, in order for us to complete the work. While we will take reasonable precautions to minimize any damage to the property, it is understood by client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Client represents that client has made a reasonable effort to evaluate if hazardous materials including gases are on or near the project site, and that client has informed us of client's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. We and client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. We and client also agree that the discovery of unanticipated hazardous materials may make it necessary for us to take immediate measures to protect health and safety. Client agrees to compensate us for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

We agree to notify client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold us harmless for any and all consequences of disclosures made by us which are required by governing law. In the event the project site is not owned by client, client recognizes that it is client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.



Notwithstanding any other provisions of the agreement, client waives any claim against us and, to the maximum extent permitted by law, agrees to defend, indemnify, and save us harmless from any claim, liability, and/or defense costs for injury or loss arising from our discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delays of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by us which are found to be contaminated.

UTILITIES

In the prosecution of the work, we will take reasonable precaution to avoid damage or injury to subterranean structures or utilities. The client agrees to hold us harmless for any damages to subterranean structures which are not called to our attention and correctly shown or described on the documents furnished.

OWNERSHIP OF DOCUMENTS

All reports, drawings, plans, specifications, field data, field notes, calculations, estimates and other documents we prepare, as instruments of service, shall remain our property. Client agrees that all reports and other work furnished to the client or his agents, which is not paid for, will be returned upon demand and will not be used by the client for any purpose whatever. We will retain pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the client at reasonable times for a reasonable fee.

RESOLUTION OF DISPUTES

All claims, disputes and other matters in controversy arising out of or in any way related to this agreement will be submitted to Alternative Dispute Resolution (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent we have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternate Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this agreement. If no specific ADR procedures are set forth in the agreement, then it shall be understood that the parties shall submit disputes to mediation as a condition precedent to litigation.

If a dispute at law arises from matters related to the services provided under this agreement and that dispute requires litigation instead of ADR as provided above, then:

- (1) the claim will be brought and tried in the judicial jurisdiction of the court where our principal place of business is located and the client waives the right to remove the action to any other judicial jurisdiction, and
- (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim-related expenses.

TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, we shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this agreement, we may complete such analyses and records as are necessary to complete our files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all our direct costs in completing such analyses, records and reports.

ASSIGNS

Neither the client nor our firm may delegate, assign, sublet or transfer its duties or interest in this agreement without the written consent of the party.

Representative Client Services

Geotechnical Engineering

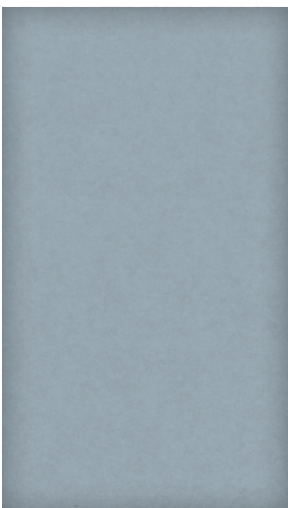
- Soil investigations, including soil borings and test pits
- Design recommendations for foundations, pavements, underground construction and earthwork
- Design of dewatering systems
- Soil dynamic studies, vibrations monitoring and evaluation
- Pile load tests, static and dynamic pile analyses
- Investigation of soil related failures
- Soil and foundation instrumentation
- Laboratory testing of soils

Geoenvironmental Engineering

- Phase I/II Environmental Site Assessment (ESA)
- Baseline Environmental Assessments (BEA)
- National Environmental Policy Act (NEPA) compliance
- Due Care Plan
- Wetland determination/delineation
- Floodplain and wetland permitting
- Hazardous materials evaluations
- Comprehensive asbestos surveys
- Lead based paint evaluations
- Brownfield studies
- Environmental drilling and sampling
- Groundwater monitoring
- Indoor air quality studies
- Water Intrusion/mold evaluations

Construction Engineering

- Field observation and testing
- Earthwork operations
- Foundation construction
- Concrete materials and placement
- Bituminous paving materials and placement
- Masonry
- Laboratory testing of aggregates, concrete, bituminous and masonry
- Construction material evaluation
- AASHTO Accredited Laboratory
- AASHTO R18
- ASTM C1077



Earth Retention Wall Design and Construction



Road Infrastructure Design & Construction