

July 11, 2005

TO: John Szerlag, City Manager

FROM: Brian Murphy, Assistant City Manager/Services  
Steven Vandette, City Engineer

SUBJECT: **Agenda Item** – Consulting Services Agreement with the Troy School District – Baker Middle School

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**RECOMMENDATION:**

Staff recommends that City Council approve the attached agreement with the Troy School District for site engineering services to be provided by our consultant, Spalding DeDecker Associates (SDA), for the Baker Middle School replacement project. SDA would provide these services under our current contract with them for general engineering services. The estimated cost of the work is \$10,000 which would be deposited into escrow with the City by the Troy School District. The School District will also pay the City of Troy a fifteen percent (15%) administrative fee to cover the city's cost of administrating the design project.

**BACKGROUND:**

SDA, in its capacity as a consultant for the City, has a working knowledge of the city's Development Standards and existing sanitary, storm and water main systems that would support the new Baker School, which make them ideal for the site design under the direction of the City Engineering Department, rather than the Troy School District. Additionally, the Troy School District has utilized SDA for other school projects in Troy prior to the city's contract with SDA. The School District and SDA have a positive relationship generated by the success of these past projects and would like SDA to do the site engineering work for their new school.

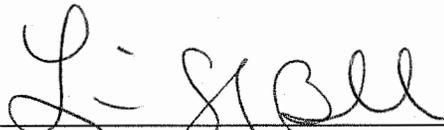
City Council Resolution No. 2005-06-284 extended the city's current contract with SDA for three additional years until June 2008. This contract provides that the Consultant will not perform any services for the City in which there is a conflict of interest, or the appearance of a conflict of interest with any builder, developer, contractor or private client who is or might be expected to be active in the city. Accordingly, the School District should not contract with SDA for civil engineering work for which the City would expect SDA to comply with all City Development Standards when by state law the School District is not obligated to comply with these standards or pay related fees. Notwithstanding, the School District agrees to comply with city Development Standards and pay the City the required fees for permits and inspection in addition to the 15% administrative fee.

SDA will not have any responsibilities on the project beyond the design of the project, including review of engineering drawing or any construction observation duties.

**BUDGET**

Funds for this work will be provided by the 2005-06 Engineering Department Operation Budget, with reimbursement by the School District as provided for in the agreement with the Troy School District.

Reviewed as to Form and Legality:



\_\_\_\_\_  
Lori G. Bluhm, City Attorney Date

## AGREEMENT

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, is by and between the City of Troy (hereinafter "City") and the Troy School District (hereinafter "District").

WHEREAS, Spalding DeDecker Associates, Inc. (hereinafter "SDA") provides and has a contract for general engineering services for the City.

WHEREAS, the District, through their architect Kingscott Associates and Kingscott's planning consultant O'Boyle Cowell Blalock and Associates, desires to utilize Spalding DeDecker Associates, Inc. to provide civil engineering services for utility design and stormwater management system design on the Baker Middle School project.

WHEREAS, it is recognized that SDA, in providing its services as part of its contract with the City, will have no responsibilities regarding review or inspection for the District project.

WHEREAS, it is recognized by all parties that any new utilities on school properties will ultimately utilize existing City infrastructure and/or discharge storm water runoff to drainage facilities under the jurisdiction of the City or Oakland County.

WHEREAS, the District acknowledges that it is in the best interest of all parties to design the utility systems on the District's project to City standards in order to minimize adverse impact to the City systems or adjacent properties.

Now, therefore, in consideration of the foregoing, be it resolved that:

1. SDA will provide civil engineering consulting services for the Baker Middle School project. These services will be provided by SDA under its current contract with the City, for a lump sum fee of \$10,000.00. This fee shall be deposited into escrow at the City by the District.
2. In addition to the design fee noted in number one above, the District will pay a 15% administrative fee (\$1,500.00) to cover the costs associated with the City administering the project. This fee will be paid in lieu of engineering review fees for the project.
3. Watermain, sanitary sewer, and stormwater management systems will be designed in accordance with the current standards of the City, unless otherwise approved by personnel in the City's Engineering Department.
4. The District will pay the City the required fees for permits and inspection.
5. The City will submit engineering plans to Oakland County for review and approval of all utility systems that outlet to or impact County systems (primarily County Drain systems).
6. SDA, in its capacity as a consultant for the City, will not have any responsibilities on the District's project beyond the design of the project, including review of engineering drawings or any construction observation duties.

7. The Project will not be given any special privileges or consideration due to SDA's relationship with the City.
8. In the event that offsite improvements are required for any projects, including utility extensions, drain cleanouts, drainage studies, or the like, the City may utilize SDA in their capacity as City consultant to provide these services with the District funding the work unless other separate agreement is made between the City and the District.

IN WITNESS WHEREOF, the undersigned agree to the aforementioned resolutions and have hereunto set their hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

WITNESSES:

CITY OF TROY

\_\_\_\_\_

\_\_\_\_\_

(Print Name)

Its \_\_\_\_\_

\_\_\_\_\_

(Print Name)

(Print Name)

\_\_\_\_\_

Its \_\_\_\_\_

(Print Name)

WITNESSES:

TROY SCHOOL DISTRICT

\_\_\_\_\_

\_\_\_\_\_

(Print Name)

Print Name:  
Its Assistant Superintendent

\_\_\_\_\_

(Print Name)

ACKNOWLEDGEMENT  
STATE OF MICHIGAN)

)ss  
COUNTY OF OAKLAND)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me, a Notary Public in and  
for \_\_\_\_\_ said \_\_\_\_\_ State \_\_\_\_\_ and \_\_\_\_\_ County, \_\_\_\_\_ personally  
appeared \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_, known to me to be the person\_\_ described in and who executed the within  
instrument, and acknowledged the same to be \_\_\_\_\_ free act and deed.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires: