

CITY of NOVI CITY COUNCIL

Agenda Item 1
August 22, 2011

SUBJECT: Approval to award an amendment to the engineering services contract for construction engineering services related to the Nine Mile Pathway (Meadowbrook to Haggerty) project to Orchard, Hiltz & McCliment, Inc. in the amount of \$30,200.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *BTC*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 30,200
AMOUNT BUDGETED	\$304,480 (Construction and Engineering)
LINE ITEM NUMBER	204-204.00-974.421

BACKGROUND INFORMATION:

This project involves the construction of a 6-foot wide concrete pathway along the north side of Nine Mile between Meadowbrook and Haggerty (the attached map shows the location of the pathway). This pathway segment (Segment #83) was identified as the top priority by the Walkable Novi Committee and documented in the latest version of the Pathway & Sidewalk Prioritization Analysis and Process report. Completion of this segment will provide an alternate means of transportation that will benefit residents and businesses in Novi by connecting a large residential area with nearby non-motorized pathway systems such as the I-275 pathway.

The project was originally funded by a federal grant, which required a minimum pathway width of ten feet with additional 2-foot wide clear zones on each side. A number of residents demonstrated concern regarding the required pathway width and the impact on the existing trees and landscapes along the proposed alignment, as well as the impact on the adjacent properties. Subsequently, City Council voted on May 9, 2011 to reduce the width of the pathway to six feet to "better meet the needs of the community and the character of the Nine Mile corridor," making it ineligible for federal grant funding. As a result, the pathway construction will be completed solely with local funds. Additionally, a contract amendment was awarded to OHM for the redesign of the narrower pathway.

Staff worked to reduce the impact to the adjacent residential properties, based on the feedback received from the adjacent residents, by reducing the number of easements and tree removals for the project. To retain as much natural screening as possible, the final design includes a more meandering alignment than previously proposed and includes some additional ditch enclosures. All easements required for the project have been obtained. The pathway will be constructed within the public right-of-way, with the exception of the two parcels closest to Haggerty Road which previously provided easements. As with the previous design, the pathway will not impact any private fences. The majority of the existing 5-foot wide sidewalk between two proposed pathway sections will not be replaced.

The construction phase engineering fees are determined using two components: 1) the contract administration fee, which is determined using the fee percentage in Exhibit B of the Agreement For Professional Engineering Services for Public Projects, and 2) the construction inspection fee determined using a cost per inspection (crew) day from Exhibit B that is then multiplied by the number of days of inspection specified by the contractor. The construction phase fees for this project include a contract administration fee of \$11,750 (7.00% of the \$167,857 construction bid) and an inspection fee of \$18,450 (\$615 per crew day, multiplied by the 30 days provided in the contractor's bid) for a total fee of \$30,200.

The construction contract award for this project is also being considered as an action item on this agenda. Construction is scheduled to begin in September and completion is anticipated by this fall.

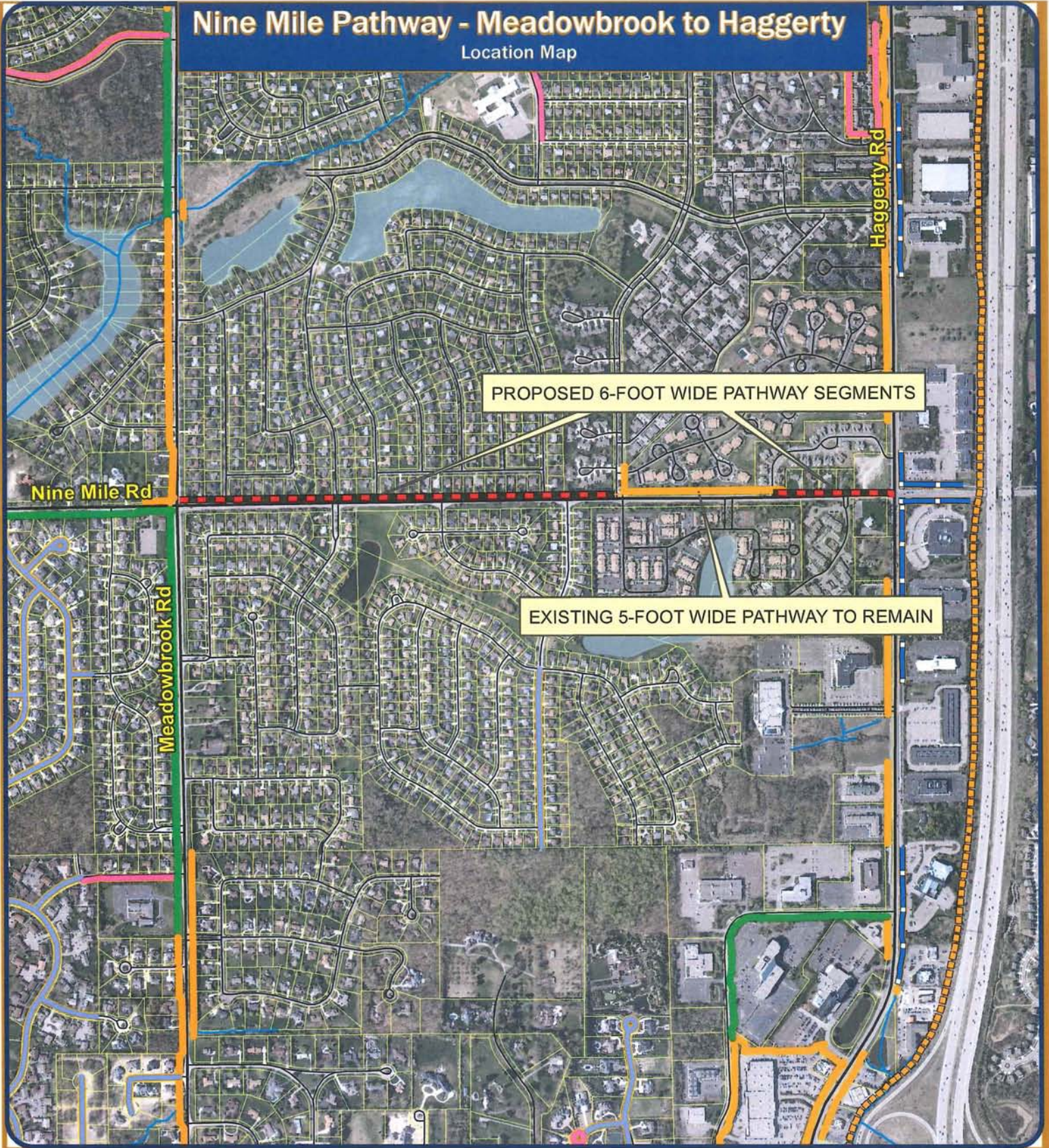
RECOMMENDED ACTION: Approval to award an amendment to the engineering services contract for construction engineering services related to the Nine Mile Pathway (Meadowbrook to Haggerty) project to Orchard, Hiltz & McCliment, Inc. in the amount of \$30,200.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Fischer				
Council Member Margolis				

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

Nine Mile Pathway - Meadowbrook to Haggerty

Location Map



PROPOSED 6-FOOT WIDE PATHWAY SEGMENTS

EXISTING 5-FOOT WIDE PATHWAY TO REMAIN

Map Author: Croy
Date: 8/12/11
Project: Nine Mile Path
Version #: V2.1

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 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.

Legend

- Existing Major Road Pathway
- Existing Neighboring Pathway
- Existing Major Road Sidewalk
- Local Sidewalk Both Sides
- Local Sidewalk One Side
- Existing Neighboring Sidewalk
- EXISTING PATHWAYS
- - - I- 275 TRAIL SYSTEM



City of Novi

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



1 inch = 1,000 feet

**FIRST AMENDMENT TO THE
SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

**NINE MILE ROAD PATHWAY
MEADOWBROOK ROAD TO HAGGERTY ROAD**

First Amended Agreement 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," relating to modifications of the fee basis for engineering services. The following sections of the Supplemental Professional Engineering Services Agreement, as made and entered into on November 9, 2009 shall be amended as follows:

Section 2. Payment for Professional Engineering Services. The following Paragraphs shall be amended as follows:

1. Basic Fee.

a. *Unchanged*

b. Delete 1.b. in its entirety and replace with the following language:

Construction Phase Services: The Consultant shall complete the construction phase services as described herein according to the fee schedule as described below:

- i. Contract Administration: The Consultant shall complete Contract Administration services for a lump sum fee of \$11,750, which is 7.0% of the awarded construction cost (\$167,857) as indicated on the Design and Construction Engineering Fee Curve, attached. Construction Inspection: The Consultant shall complete Construction Inspection services for \$615 per crew day as described in the request for proposals. "Crew days" shall be defined by the construction contract documents as an 8 hour day. Crew days shall be billed in 4 hour increments rounded to the next half day, therefore a 10 hour day shall be 1.5 crew days, a 3 hour day is 0.5 crew days, a 6 hour day shall be 1.0 crew days. The minimum crew day charged for a no-show by the contractor shall be 2 hours (0.25 crew days) which is reflective of the actual cost to the Consultant for traveling to the site and traveling back to the office. There will be no payment to the consultant for extra crew days that were not charged to the contractor. The Consultant acknowledges that intent of using crew days for inspection services is to provide a method for the consultant to recoup costs associated with slow progress by the contractor.

2. *Unchanged*

Except as specifically set forth in this First Amendment, the Supplemental Professional Engineering Services Agreement remains in full force and effect.

WITNESSES

Orchard, Hiltz & McCliment, Inc.

By:
Its:

The foregoing _____ was acknowledged before me this ____ day of _____,
20 ____, by _____ on behalf _____.

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: _____