



**CITY of NOVI CITY COUNCIL**

**Agenda Item D**  
**July 7, 2014**

**SUBJECT:** Approval to award an amendment to the engineering services agreement with Orchard, Hiltz & McCliment for construction engineering services for the 2014 Pathway and ADA Compliance Program in the amount of \$36,355.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *RJL* *BLC*

**CITY MANAGER APPROVAL:** *[Signature]*

<b>EXPENDITURE REQUIRED</b>	\$ 4,347.55 13 Mile (Segment 16) \$ 25,262.08 Meadowbrook (Segment 73) \$ 6,745.44 ADA Compliance Program \$ 36,355.07 TOTAL
<b>AMOUNT BUDGETED</b>	\$ 5,000.00 13 Mile (Segment 16) \$ 30,000.00 Meadowbrook (Segment 73) \$ 50,000.00 ADA Compliance Program \$ 85,000.00 TOTAL
<b>LINE ITEM NUMBER</b>	204-204.00-974.440 13 Mile (Segment 16) 204-204.00-974.442 Meadowbrook (Segment 73) 204-204.00-805.003 ADA Compliance Program

**BACKGROUND INFORMATION:**

The 2014 Pathway Gap Program includes the construction of pathways in two areas of the City. The first segment (Segment 16) involves the construction of 225 LF of 8-foot wide concrete pathway along the south side of 13 Mile between Novi Road and Holmes Drive to complete the sidewalk connection along 13 Mile from Meadowbrook Road to Novi Road. The second segment (Segment 73) involves the construction of 1,025 feet of pathway to fill two gaps along the east side of Meadowbrook Road from Grand River to just north of 11 Mile to connect to the Metro Connector Trail that is currently under construction. The segment between the Metro Connector Trail and 11 Mile Road will be 10-foot wide asphalt to make a shared use connection between the proposed 10-foot wide pathway along the north side of 11 Mile Road and the I-275/Metro Connector. The new pathway segments between 11 Mile and Grand River will be 6-foot wide concrete. A location map has been included for reference.

This project also includes the third year of the Americans with Disabilities Act (ADA) Compliance Implementation as recommended by the ADA Compliance Transition Plan adopted in March 2011 and funded in the 2013-14 fiscal year CIP. The ADA Compliance Transition Plan (see attached excerpt) provides a long-term plan for bringing the City's public sidewalks and other related facilities into compliance with ADA requirements. This annual program is intended to address high priority areas (e.g., high pedestrian usage and areas where pathway barriers exist) and includes improvements along 13 Mile at the intersections of East Lake Drive, Plateau Drive and Le Grand Boulevard.

The three projects are being combined to obtain cost savings typically realized on larger projects.

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 of the consultant's agreement 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 \$17,155.06 (6.5% of the \$263,923.99 construction bid) and an inspection fee of \$19,200 (\$640 per crew day, multiplied by the 30 days provided in the contractor's bid) for a total fee of \$36,355.

The construction engineering services award is proposed for consideration elsewhere on this agenda. It is anticipated that this project will be completed by fall 2014.

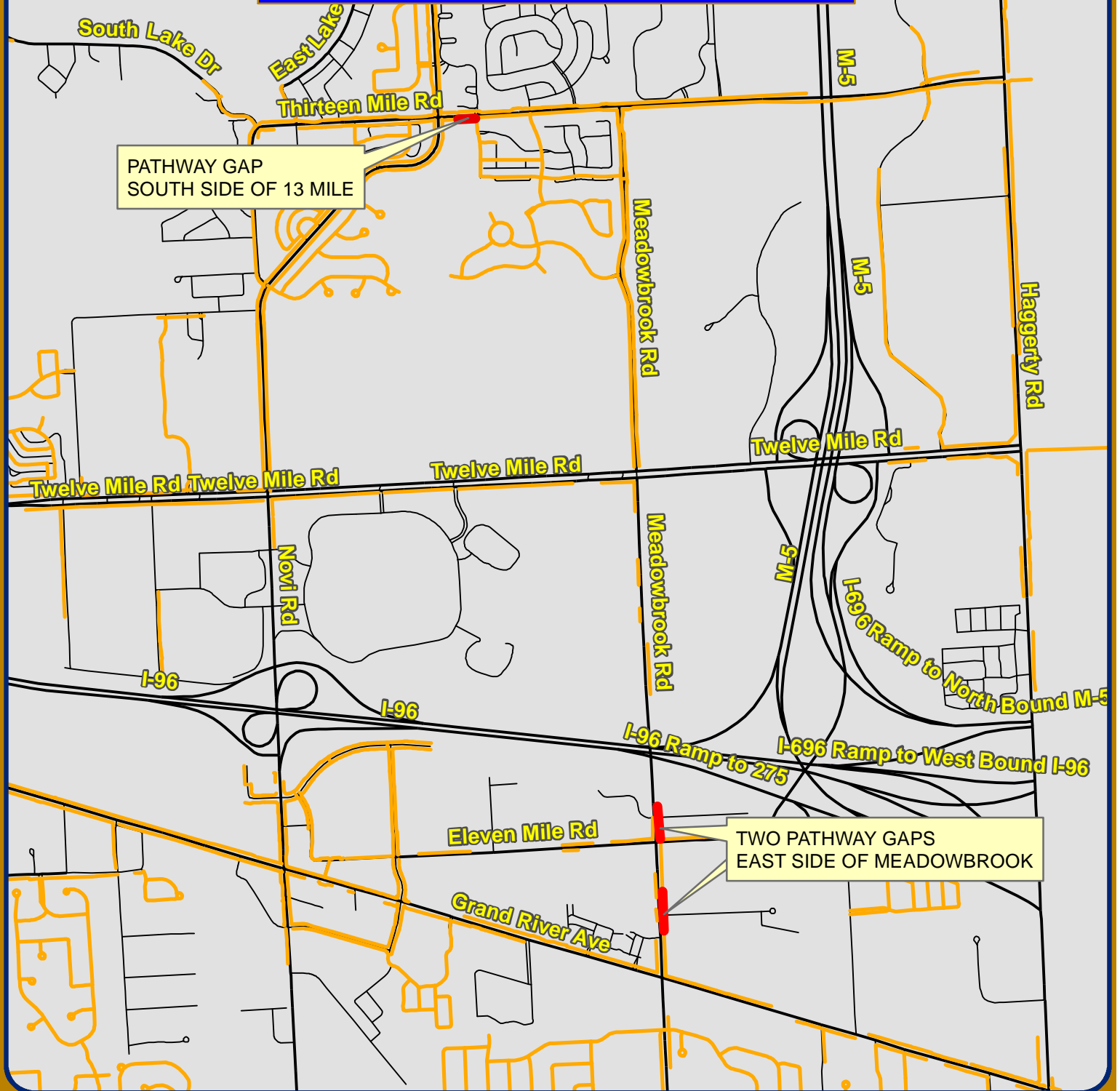
**RECOMMENDED ACTION:** Approval to award an amendment to the engineering services agreement with Orchard, Hiltz & McCliment for construction engineering services for the 2014 Pathway and ADA Compliance Program in the amount of \$36,355.

	1	2	Y	N
<b>Mayor Gatt</b>				
<b>Mayor Pro Tem Staudt</b>				
<b>Council Member Casey</b>				
<b>Council Member Fischer</b>				

	1	2	Y	N
<b>Council Member Markham</b>				
<b>Council Member Mutch</b>				
<b>Council Member Wrobel</b>				

# 2014 Sidewalk Gap Program and 2014 ADA Compliance Program

Location Map



Map Author: Croy  
Date: 6/25/13  
Project: Novi Pathways and ADA  
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.

## Legend

 Existing Pathways (on-road)



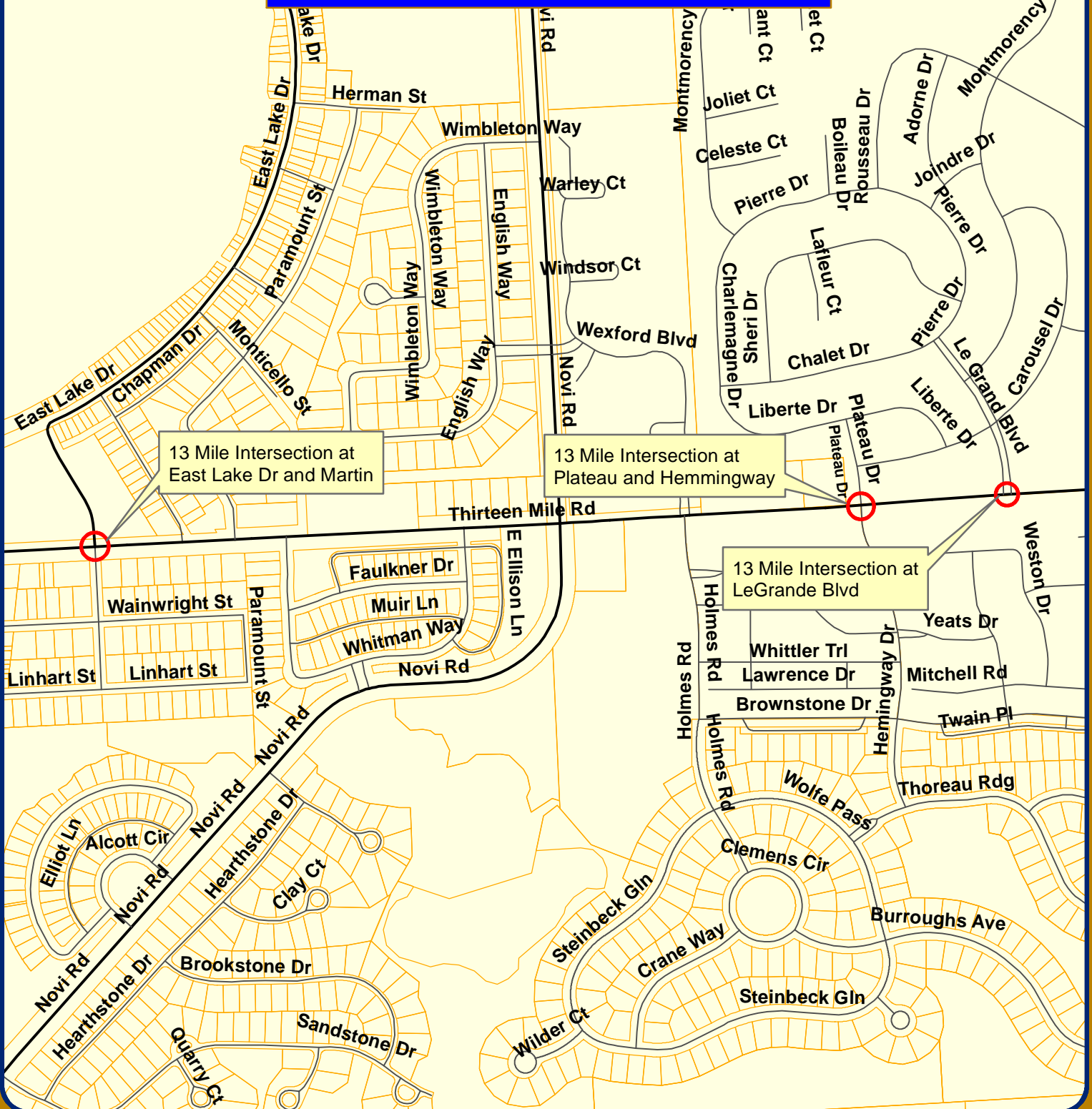
**City of Novi**  
Engineering Division  
Department of Public Services  
26300 Lee BeGole Drive  
Novi, MI 48375  
cityofnovi.org



1 inch = 2,000 feet

# 2014 ADA Compliance Program

## Location Map



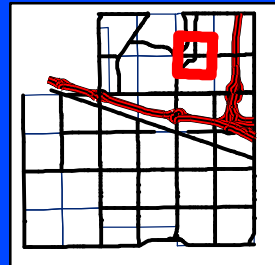
Map Author: Croy  
 Date: 12/2/13  
 Project: 2014 Pathways and ADA  
 Version #: v2.0

**MAP INTERPRETATION NOTICE**

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1 inch = 600 feet



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

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

**2014 PATHWAY GAP PROGRAM AND  
2014 ADA COMPLIANCE IMPLEMENTATION PROGRAM**

First 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 July 29, 2014 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 \$17,155.75, which is 6.5% of the awarded construction cost for the project (\$263,934.65) as indicated on the Design and Construction Engineering Fee Curve.
    - ii. Construction Inspection: The Consultant shall complete Construction Inspection services for \$640 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 of

\_\_\_\_\_.

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

WITNESSES

CITY OF NOVI

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
By: Robert J. Gatt  
Its: Mayor

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.**

Construction phase services per the Agreement for Professional Engineering Services for Public Projects

### **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.