



cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item **K**
September 27, 2010

SUBJECT: Approval to award an amendment to the engineering services contract for design engineering services related to the South Lake Drive Intersection Improvements to include the design of the 13 Mile Road Pathway Gap (at Martin Avenue) to Orchard, Hiltz & McCliment, Inc. (OHM) for a not-to-exceed design fee of \$2,327.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division ^{BTC}

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$2,327
AMOUNT BUDGETED	\$3,500 (Engineering)
LINE ITEM NUMBER	204-204.00-974.419 (Pathway Segment #15)

BACKGROUND INFORMATION:

This project is one of the three pathway gap projects approved for the 2010-11 fiscal year in the Capital Improvement Program (CIP) based on the recommendations in the latest version of the Pathway & Sidewalk Prioritization Analysis and Process report by the Walkable Novi Committee, and includes the construction of a 5-foot wide sidewalk along 13 Mile Road between Martin Avenue and Old Novi Road (segment 15 in the Pathway & Sidewalk Prioritization Analysis and Process report). A location map has been included for reference.

Since the location of this pathway segment is adjacent to the South Lake Drive/Old Novi/13 Mile Road intersection improvements project, which was previously awarded for engineering on September 13 and is currently in the design phase, the two projects have been combined together into one project. Combining these projects will help to reduce costs, allow for easier coordination of construction activities and will reduce disruption to the area.

The other two pathway segments scheduled for 2011 construction are being completed as separate projects. One segment is located along Ten Mile from Catherine Industrial to CSX, and the other is along Nine Mile from Meadowbrook to Haggerty, which is being partially funded by a Transportation Enhancement grant. Both were awarded for engineering by City Council on September 13th.

OHM's engineering fees are based on the fixed fee schedule established in the Agreement for Professional Engineering Services for Public Projects. The design fees for this project will be \$2,327 (13% of the estimated construction cost of \$17,900). The construction phase engineering fees will be awarded at the time of construction award and will be based on the contractor's bid price and the fee percentage established in the Agreement for Professional Engineering Services for Public Projects.

OHM is currently designing the Nine Mile pathway segment from Meadowbrook to Haggerty, and has recently completed engineering services for the federally funded roads project on Meadowbrook Road and Nine Mile Road, and our current 2010 road capital preventative maintenance program. This project is anticipated to begin in the summer 2011 and completed by the end of the 2011 construction season.

RECOMMENDED ACTION: Approval to award an amendment to the engineering services contract for design engineering services related to the South Lake Drive Intersection Improvements to include the design of the 13 Mile Road Pathway Gap (at Martin Avenue) to Orchard, Hiltz & McCliment, Inc. (OHM) for a not-to-exceed design fee of \$2,327.

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

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

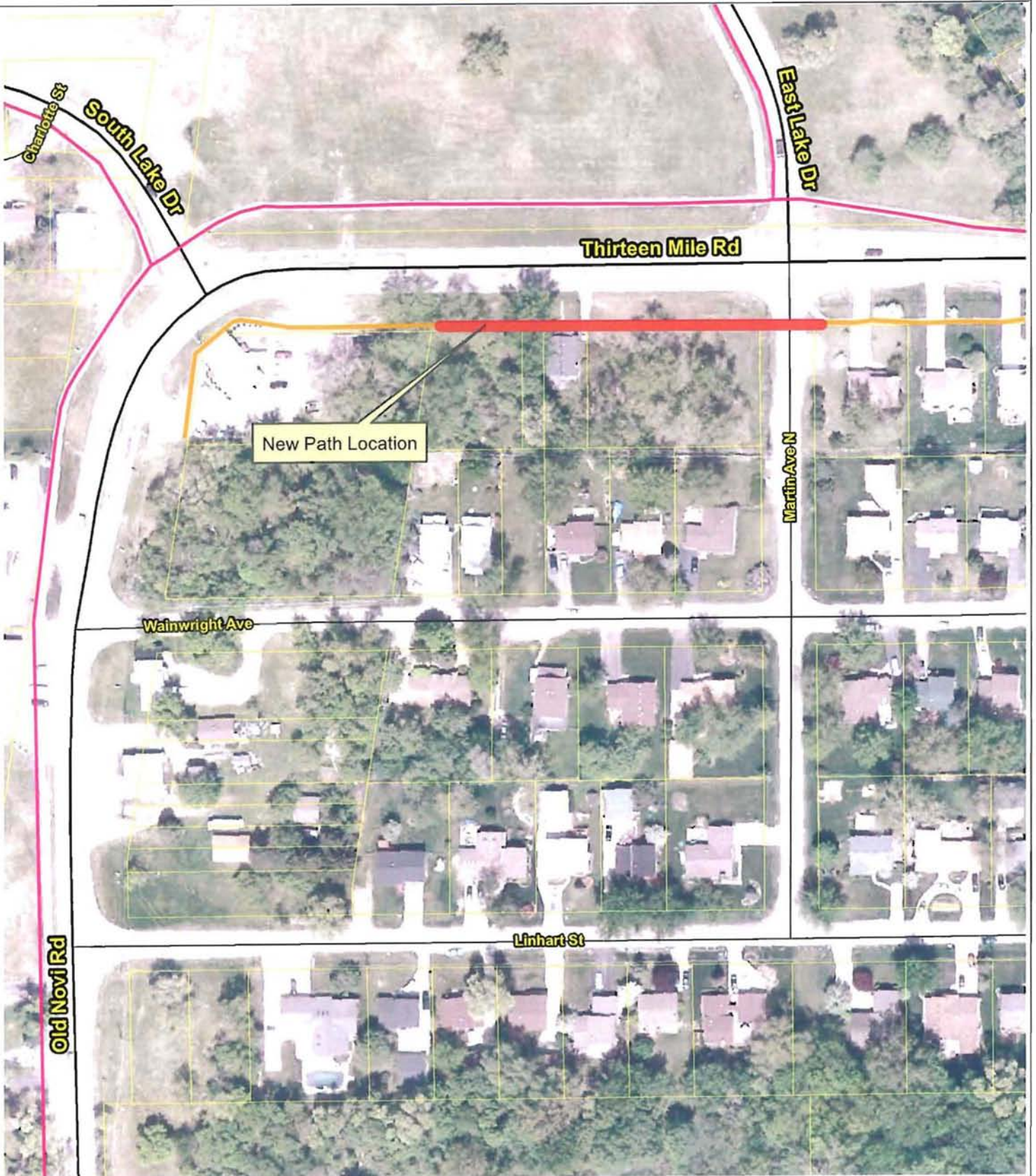
MAP INTERPRETATION NOTICE

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.

City Of Novi



13 MILE PATH PATHWAY GAP Segment #15



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

**SOUTH LAKE DRIVE/OLD NOVI ROAD/13 MILE ROAD
INTERSECTION IMPROVEMENTS**

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. Delete 1.a. in its entirety and replace with the following language:
Design Phase Services: The Consultant shall complete the design phase services as described herein for a lump sum fee of \$12,797, which is 10.15% of the estimated construction cost (\$126,073) as indicated on the design and construction engineering fee curve provided in Exhibit B of the Agreement for Professional Engineering Services for Public Projects.

The Consultant shall complete the design phase services for the installation of a pathway along the south side of Thirteen Mile between Old Novi Road and Martin Avenue for a lump sum fee of \$2,327, which is 13.0% of the estimated construction cost (\$17,900) as indicated on the design and construction engineering fee curve provided in Exhibit B of the Agreement for Professional Engineering Services for Public Projects.
 - b. *Unchanged*
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: _____