



CITY of NOVI CITY COUNCIL

Agenda Item M
July 13, 2015

SUBJECT: Approval to award an amendment to the engineering services agreement with Orchard, Hiltz & McCliment for construction engineering services for the NC-1 Neighborhood Connector Pathway (East Lake Drive to Novi Road) project in the amount of \$49,677; and approval of a resolution authorizing the rollover of FY14-15 funds in the amount of \$29,960 for the pathway engineering budget line item.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 26,952.23 (Pathway) <u>\$ 22,724.69 (Drainage Improvements)</u> \$ 49,676.92 Total
AMOUNT BUDGETED	\$ 0 (Pathway) \$ 0 (Drainage Improvements)
APPROPRIATION REQUIRED	\$ 29,840 (Rollover of FY14-15 Funds)-- Pathway DRAINAGE APPROPRIATIONS ARE ON CONSTRUCTION AWARD ITEM
LINE ITEM NUMBER	204-204.00-974.432 (Pathway) 210-211.00-865.026 (Drainage Improvements)

BACKGROUND INFORMATION:

The 2011 Non-Motorized Master Plan identified several cross-country pathways to provide non-motorized connections between neighborhoods. This pathway, identified in the master plan as Neighborhood Connector #1 (NC1), was planned to connect East Lake Drive to Novi Road through Hickory Woods Elementary School.

Following discussions with the Walled Lake Consolidated School District, a pathway route was developed that is acceptable to the WLCSD and provides the connection anticipated for the NC1 pathway. The route utilizes a parcel recently acquired by the City (parcel 50-22-02-176-018) and then follows the southern limits of the school property along New Court (private road) over to Novi Road (see attached map). The route is located on the portion of the school property that is not utilized by students and is separated by wooded areas, existing fences and new fences to be installed as part of the project. The easement required on the school property has been acquired.

Engineering staff has been in contact with the residents on New Court and adjacent to the project through a public information meeting and many on-site meetings. Based on those discussions, it was determined that this project provided the opportunity to correct a drainage issue that has existed for a long time in this area. Due to a large low area that

doesn't properly drain, the public portion of New Court will be paved and will include storm sewer to properly manage the drainage in this area.

The construction phase engineering fees are determined using two component: 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 engineering fees for this project include a contract administration fee of \$20,876.92 (6.5% of the \$321,183.40 construction bid) and an inspection fee of \$28,800 (\$640 per crew day, multiplied by the 45 days provided in the contractor's bid) for a total fee of \$49,676.92.

This project was budgeted for FY14-15 for construction in 2015; therefore the budgeted funds for construction engineering services need to be rolled over to this line item in FY15-16 in order fund the work. The rolled over funds that are not being awarded for engineering at this time will be awarded administratively for material testing. The attached budget resolution is provided for consideration to make the budget amendment. The rollover budget amendment for the drainage items is included with the consideration of the construction award.

It is anticipated that this project will be completed by fall 2015.

RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with Orchard, Hiltz & McCliment for construction engineering services for the NC-1 Neighborhood Connector Pathway (East Lake Drive to Novi Road) project in the amount of \$49,677; and approval of a resolution authorizing the rollover of FY14-15 funds in the amount of \$29,960 for the pathway engineering budget line item.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Markham				

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

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment for the engineering for NC-1 Neighborhood
Connector Pathway (East Lake Drive to Novi Road) Project is authorized:

**INCREASE
(DECREASE)**

MUNICIPAL STREET FUND	
APPROPRIATIONS	
Capital Outlay	29,840
TOTAL APPROPRIATIONS	<u>\$ 29,840</u>
Net Increase (Decrease) to Fund Balance	<u><u>\$ (29,840)</u></u>

I hereby certify that the foregoing is a true and complete copy of a
resolution adopted by the City Council of the City of Novi
at a regular meeting held on July 13, 2015

Maryanne Cornelius
City Clerk

NEIGHBORHOOD CONNECTOR #1 East Lake Drive to Novi Road

Location Map



PATHWAY ROUTE

Hickory Woods Elementary

New Ct
City-Owned Parcel
1303 East Lake Drive

LOT 34 Recently
Acquired by the City.
This section of New Ct.
to be paved.

East Lake Dr

Morgan Creek Ct

Novi Rd

Walled Lake

Legend

Map Author: Croy
Date: 6/29/2015
Project: NC#1 (Route 2)
Version #: v4.0

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.



1 inch = 200 feet



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

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

**NEIGHBORHOOD CONNECTOR PATHWAY (NC 1)
EAST LAKE DRIVE—NOVI ROAD**

Second 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 26, 2012 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 \$20,876.92, which is 6.5% of the awarded construction cost for the project (\$321,183.40) 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 _____.

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: _____