



CITY of NOVI CITY COUNCIL

Agenda Item L
August 14, 2017

SUBJECT: Approval to award an amendment to the engineering services agreement with Orchard, Hiltz & McCliment for construction engineering services for the ITC Community Sports Park Trail project in the amount of \$36,409.10.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division GLD GDM

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 36,409.10
AMOUNT BUDGETED	\$ 236,910.00 (FY 2017-18 Budget Rollover)
LINE ITEM NUMBER	208-691.00-977.012

BACKGROUND INFORMATION:

The ITC Corridor Trail was identified in the 2011 *Non-Motorized Master Plan* as a regional north-south corridor in the western portion of the City. In order to give trail users an alternative, safe and scenic route, the goal was to connect to Maybury State Park located in Northville Township. The extension of this trail will be constructed along the east side of ITC Community Sports Park and will connect into the existing ITC Corridor Phase 1A Trail that was completed in 2016. Repairs, a thin overlay, were made to the recently completed phase as deficiencies by the contractor were identified early spring of this year. Ultimately, the pathway will connect to the pathway along Eight Mile connecting the City of Novi with the City of Northville linking Hines Park with Maybury State Park.

OHM assisted City staff with developing the engineering plans for this project. The plans were advertised for public bid on July 14, 2017. 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.

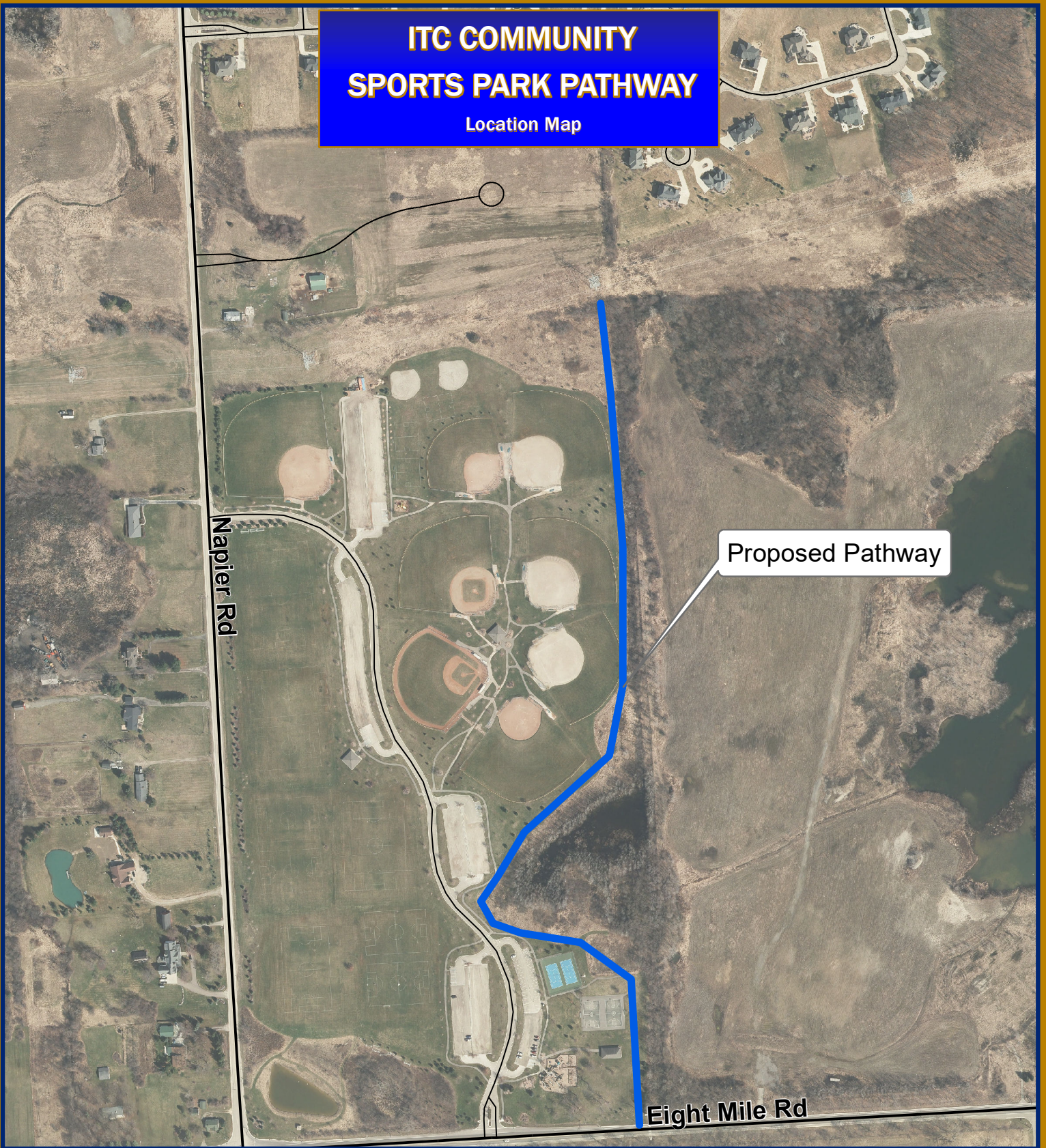
The construction phase engineering fees for this project include a contract administration fee of \$20,409.10 (7.1% of the \$287,452.09 construction bid) and an inspection fee of \$16,000.00 (\$640 per crew day, multiplied by the 25 days estimated by the engineering consultant) for a total fee of \$36,409.10.

It is anticipated that this project will be substantially complete by the fall of 2017 with final completion and restoration by the late fall of 2017.

RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with Orchard, Hiltz & McCliment for construction engineering services for the ITC Community Sports Park Trail project in the amount of \$36,409.10.

ITC COMMUNITY SPORTS PARK PATHWAY

Location Map




Map Author: J. Mathias
Date: 4/27/17

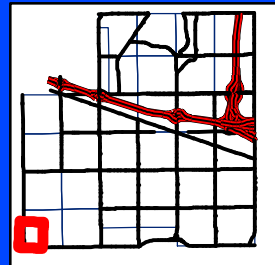
Amended By:
Date:
Department:

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

 Proposed Pathway



City of Novi

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

0 87.5 175 350 525
Feet

1 inch = 417 feet



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

ITC COMMUNITY SPORTS PARK PATHWAY CONNECTOR

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 September 10, 2016 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 \$20,409.10, which is 7.1% (includes 0.6% for LAP project) of the awarded construction cost for the project (\$287,452.09) 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: James Stevens
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: _____