



# CITY of NOVI CITY COUNCIL

**Agenda Item I**  
**December 7, 2015**

**SUBJECT:** Approval to award to the engineering design services agreement to Orchard, Hiltz & McCliment for the Pontiac Trail (Segment 9) Pathway—West Park to Beck Road project in the amount of \$44,690.

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

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

<b>EXPENDITURE REQUIRED</b>	<b>\$ 44,690</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 46,410</b>
<b>LINE ITEM NUMBER</b>	<b>204-204.00-974.446</b>

**BACKGROUND INFORMATION:**

This project involves the construction of approximately 5,000 feet of 6' wide sidewalk along the south side of Pontiac Trail (pathway segment 9) to fill gaps between Beck Road to West Park Drive. This segment is ranked 2<sup>nd</sup> in the 2015 update of the Annual Non-Motorized Prioritization. The project scope also includes ADA ramp upgrades at intersection and driveway crossings where the existing facilities are deemed non-compliant in addition to adding a non-motorized crossing between the north and south sides of Pontiac Trail at Geisler Middle School.

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 \$44,690 (8.2% of the estimated construction cost of \$545,000). The construction phase engineering fees will be awarded at the time of construction award and will be based on the construction contractor's bid price and the fee percentage established in the Agreement for Professional Engineering Services for Public Projects. A draft of the Supplemental Professional Engineering Services Agreement for this project is enclosed and includes the project scope and schedule.

Design of this project would begin following award. There will be several easement required prior to construction of the pathway in FY17-18.

**RECOMMENDED ACTION:** Approval to award to the engineering design services agreement to Orchard, Hiltz & McCliment for the Pontiac Trail (Segment 9) Pathway—West Park to Beck Road project in the amount of \$44,690.

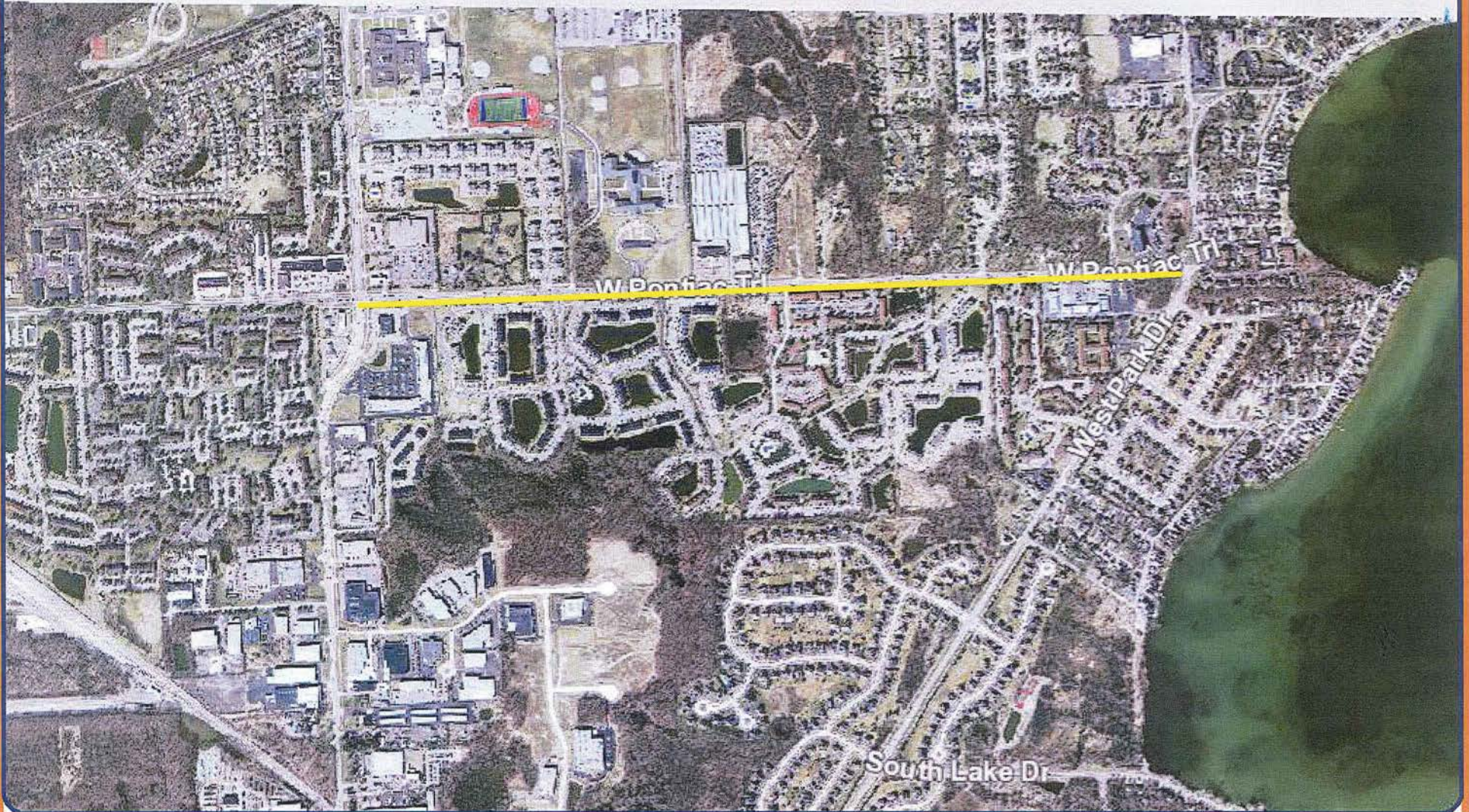
	1	2	Y	N
<b>Mayor Gaff</b>				
<b>Mayor Pro Tem Staudt</b>				
<b>Council Member Burke</b>				
<b>Council Member Casey</b>				

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



# 2015-2021 Capital Improvement Plan

Segment 9 - Pontiac Trail, South Side (6' foot sidewalk) Beck Rd. to West Park Dr.



Page 25



Map Produced Using the  
City of Novi, Michigan  
Internet Mapping Portal

cityofnovi.org



Author:  
Date: 2/19/2015



#### 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. This map was produced under the terms of the City's Internet Site Use Policy available at <http://cityofnovi.org/Resources/SiteUsePolicy.asp>



# **SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

## **PONTIAC TRAIL PATHWAY (SEGMENT 9)**

This Agreement shall be considered as made and entered into as of the date of the last signature hereon, and is 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."

### **RECITALS:**

This Agreement shall be supplemental to, and hereby incorporates the terms and conditions of the AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC PROJECTS, and attached exhibits, entered into between the City and the Consultant on December 18, 2012.

The project includes the design and the preparation of plans and specifications for the Pontiac Trail Pathway (Segment 9)

NOW, THEREFORE, in consideration of the foregoing, the City and Consultant agree as follows:

### **Section 1. Professional Engineering Services.**

For and in consideration of payment by the City as provided under the "Payment for Engineering Services" section of this Agreement, Consultant shall perform the work described in the manner provided or required by the following Scope of Services, which is attached to and made a part of this Agreement as Exhibit A, all of said services to be done in a competent, efficient, timely, good and workmanlike manner and in compliance with all terms and conditions of this Agreement.

Exhibit A                      Scope of Services

### **Section 2. Payment for Professional Engineering Services.**

#### **1. Basic Fee.**

- a. Design Phase Services: The Consultant shall complete the design phase services as described herein for a lump sum fee of \$44,690, which is 8.2% of the estimated construction cost (\$545,000) 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. Construction Phase Services will be awarded at the time of construction award, should it occur.

#### **2. Payment Schedule for Professional Engineering Services Fee.**

Consultant shall submit monthly statements for professional engineering services rendered. The statements shall be based on Consultant's estimate of the proportion of the total services actually completed for each task as set forth in Exhibit A at the time of billing. The City shall confirm the correctness of such estimates, and may use the City's own engineer for such purposes. The monthly statements should be accompanied by such properly completed reporting forms and such other evidence of progress as may be required by the City. Upon such confirmation, the City shall pay the amount owed within 30 days.

Final billing under this agreement shall be submitted in a timely manner but not later than three (3) months after completion of the services. Billings for work submitted later than three (3) months after completion of services will not be paid. Final payment will be made upon completion of audit by the City.

3. Payment Schedule for Expenses.

All expenses required to complete the scope of services described herein, including but not limited to costs related to mileage, vehicles, reproduction, computer use, etc., shall be included in the basic fee and shall not be paid separately. However, as compensation for expenses that are not included in the standard scope of services, when incurred in direct connection with the project, and approved by the City, the City shall pay the Consultant its actual cost times a factor of 1.15.

**Section 4. Ownership of Plans and Documents; Records.**

1. Upon completion or termination of this agreement, all documents prepared by the Consultant, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service shall become the property of the City.

2. The City shall make copies, for the use of the Consultant, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Consultant under this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body.

3. The Consultant shall furnish to the City, copies of all maps, records, field notes, and soil tests that were developed in the course of work for the City and for which compensation has been received by the Consultant.

**Section 5. Termination.**

1. This Agreement may be terminated by either party upon 7- days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party.

2. This Agreement may be terminated by the City for its convenience upon 90 days' prior written notice to the Consultant.

3. In the event of termination, as provided in this Article, the Consultant shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Section 2 of this Agreement. Such amount shall be paid by the

City upon the Consultant's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and that other information and materials as may have been accumulated by the Consultant in performing the services included in this Agreement, whether completed or in progress.

**Section 6. Disclosure.**

The Consultant affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional engineering services to the City within the two years preceding the execution of this Agreement. A campaign contribution, as defined by Michigan law shall not be considered as a valuable gift for the purposes of this Agreement.

**Section 7. Insurance Requirements.**

1. The Consultant shall maintain at its expense during the term of this Agreement, the following insurance:

- A. Worker's Compensation insurance relative to all Personnel engaged in performing services pursuant to this Agreement, with coverage not less than that required by applicable law.
- B. Comprehensive General Liability insurance with maximum bodily injury limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate and minimum Property Damage limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate.
- C. Automotive Liability insurance covering all owned, hired, and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate minimum property damage limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate.
- D. The Consultant shall provide proof of Professional Liability coverage in the amount of not less than \$1,000,000 (One Million Dollars) per occurrence and/or aggregate, and Environmental Impairment coverage.

2. The Consultant shall be responsible for payment of all deductibles contained in any insurance required hereunder.

3. If during the term of this Agreement changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Consultant will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Consultant's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

4. All policies shall name the Consultant as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice to the City.

With the exception of professional liability, all insurance policies shall name the City of Novi, its officers, agents, and employees as additional insured. Certificates of Insurance evidencing such coverage shall be submitted to Sue Morianti, Purchasing Manager, City of Novi, 45175 West Ten Mile Road, Novi, MI 48375-3024 prior to commencement of performance under this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies.

5. If any work is sublet in connection with this Agreement, the Consultant shall require each subconsultant to effect and maintain at least the same types and limits of insurance as fixed for the Consultant.

6. The provisions requiring the Consultant to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Consultant under this Agreement.

**Section 8. Indemnity and Hold Harmless.**

A. The Consultant agrees to indemnify and hold harmless the City, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the City by reason of personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of the Consultant in performing or failing to perform the work.

The Consultant agrees that it is its responsibility and not the responsibility of the City to safeguard the property and materials used in performing this Agreement. Further, this Consultant agrees to hold the City harmless for any loss of such property and materials used pursuant to the Consultant's performance under this Agreement.

**Section 9. Nondiscrimination.**

The Consultant shall not discriminate against any employee, or applicant for employment because of race, color, sex, age or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Consultant further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 4563) and will require a similar covenant on the part of any consultant or subconsultant employed in the performance of this Agreement.

**Section 10. Applicable Law.**

This Agreement is to be governed by the laws of the State of Michigan and the City of Novi Charter and Ordinances.

**Section 11. Approval; No Release.**

Approval of the City shall not constitute nor be deemed release of the responsibility and liability of Consultant, its employees, associates, agents and subconsultants for the accuracy and competency of their designs, working drawings, and specifications, or other documents and services; nor shall that approval be deemed to be an assumption of that responsibility by the City for any defect in the designs, working drawings and specifications or other documents prepared by Consultant, its employees, subconsultants, and agents.

After acceptance of final plans and special provisions by the City, Consultant agrees, prior to and during the construction of this project, to perform those engineering services as may be required by City to correct errors or omissions on the original plans prepared by Consultant and to change the original design as required.

**Section 12. Compliance With Laws.**

This Contract and all of Consultants professional services and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because the City is a public governmental agency or body. Consultant represents that it is in compliance with all such laws and eligible and qualified to enter into this Agreement.

**Section 13. Notices.**

Written notices under this Agreement shall be given to the parties at their addresses on page one by personal or registered mail delivery to the attention of the following persons:

City: Rob Hayes, P.E., Director of Public Services and Maryanne  
Cornelius, Clerk, with a copy to Thomas R. Schultz, City Attorney

Consultant: James Stevens, P.E.

**Section 14. Waivers.**

No waiver of any term or condition of this Agreement shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

**Section 15. Inspections, Notices, and Remedies Regarding Work.**

During the performance of the professional services by Consultant, City shall have the right to inspect the services and its progress to assure that it complies with this Agreement. If such inspections reveal a defect in the work performed or other default in this Agreement, City shall provide Consultant with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Consultant shall correct the specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Agreement by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so being a valid claim and charge against Consultant;

or, the City may preserve the claims of defects or defaults without termination by written notice to Consultant.

All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the City. All questions as to the satisfactory and acceptable fulfillment of the terms of this agreement shall be decided by the City.

**Section 16. Delays.**

No charges or claims for damages shall be made by the Consultant for delays or hindrances from any cause whatsoever during the progress of any portions of the services specified in this agreement, except as hereinafter provided.

In case of a substantial delay on the part of the City in providing to the Consultant either the necessary information or approval to proceed with the work, resulting, through no fault of the Consultant, in delays of such extent as to require the Consultant to perform its work under changed conditions not contemplated by the parties, the City will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data.

When delays are caused by circumstances or conditions beyond the control of the Consultant as determined by the City, the Consultant shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the Consultant to proceed to complete the services, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein set forth.

**Section 17. Assignment.**

No portion of the project work, heretofore defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent of the City. Consent to sublet, assign, or otherwise dispose of any portion of the services shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this agreement.

**Section 18. Dispute Resolution.**

The parties agree to try to resolve any disputes as to professional engineering services or otherwise in good faith. In the event that the parties cannot resolve any reasonable dispute, the parties agree to seek alternative dispute resolution methods agreeable to both parties and which are legally permissive at the time of the dispute. The parties agree to use their best efforts to resolve any good faith dispute within 90 (ninety) days notice to the other party. In the event the parties cannot resolve that dispute as set forth above, they may seek such remedies as may be permitted by law.

WITNESSES

Orchard, Hiltz & McCliment, Inc.

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\_\_\_\_\_

\_\_\_\_\_

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.**

[see attached]

### **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.

## EXHIBIT A - Scope of Services

### City of Novi – Pontiac Trail Sidewalk, Segment 9

OHM Advisors is pleased to provide engineering services to the City of Novi. We understand that the City desires to install a 6' wide concrete sidewalk along the south side of W. Pontiac Trail, between Beck Road and West Park Drive. We have attached a conceptual construction cost estimate for this project that was based on an initial field walk of the site, and follow up discussion with City engineering staff. Since this is a conceptual estimate without the benefit of detailed engineering efforts, we assume the estimate would be refined during the preliminary engineering stage of work, after OHM obtains topographic survey along the project site. At this stage, our opinion of construction cost is \$545,000.

The scope of engineering services shall include the following tasks:

1. Attend an initial kick-off meeting with City Staff to discuss the project scope and schedule.
2. Conduct a follow up site visit and offer recommendations for the design of improvements related to the installation of the sidewalk.
3. Provide a recommendation for level/scope of pavement evaluation/geotechnical investigation by others. City to coordinate this pavement evaluation effort with geotechnical consultant. Once report is received, review report and provide feedback on recommendations that were provided to the City.
4. Perform topographic survey along the anticipated project route to assist in evaluation of grading impacts, preliminary sidewalk design, and confirm necessity, location, and number of easements, either for temporary grading or for permanent sidewalk. At this time, OHM assumes that five (5) easements would be necessary for the project, but we also assume that the final number of necessary easements will be verified at a later stage of preliminary engineering.
5. Perform preliminary engineering for the installation of a 6' wide sidewalk along the route. Determine grading limits based on the design of the sidewalk route. Update construction cost estimate to the preliminary stage, based on this level of design.
6. Meet with the City and confirm preliminary route for sidewalk, and confirm locations that will require easements on the project.
7. Finalize easement sketches and descriptions (exhibits) for City use.
8. Once easements are secured by the City, and/or upon authorization by the City, proceed with final design.
9. Prepare 80% design plans and specifications for the project improvements for City review.
10. Attend one meeting with the City to review the plans and specifications and address any requested revisions.
11. Prepare final bid set documents for the project.
12. Assist the City with advertising and soliciting bids, printing and distributing bidding documents to interested bidders, tabulate and review the bids, check contractor references and provide a recommendation of the award of the project construction to a qualified contractor.

The following services are not anticipated to be required for this project and have not included:

1. Permit or application fees that are necessary – to be paid by the City
2. Coordination or design for utility relocations or repairs
3. Right-of-way and/or easement acquisitions – to be acquired by the City
4. Remediation or removal of contaminated or hazardous soils or materials.
5. Pavement Evaluation or Geotechnical Analysis/Report

In the event any of these services are required by OHM Advisors, an addendum to the supplemental engineering agreement will be submitted for your approval prior to performing said services.



Schedule:

1. Preliminary Engineering phase completed in April 2016.
2. Easement Sketches and Descriptions completed in May 2016.
3. Final Design and Bid Set completed by February 15, 2017 (assuming authorization from City of Novi to proceed with final design by October 15, 2016).
4. Bids received in March 2017.
5. Construction to begin in May/June 2017, and be completed prior to end of August 2017.

We thank you for this opportunity to provide professional engineering services, and we look forward to assisting the City on this exciting project.



**OHM ADVISORS**  
**34000 Plymouth Road, Livonia, Michigan, 48150**  
**CLIENT: City of Novi**  
**PROJECT: Pontiac Trail Segment 9 Sidewalk**  
**LOCATION: S. side Pontiac Trail between Beck Road and West Park Drive**

**ENGINEER'S OPINION OF PROBABLE  
 CONSTRUCTION COST  
 CONCEPTUAL PHASE ESTIMATE**

**Telephone: (734) 522-6711 FAX: (734) 522-6427**  
**DATE: Nov 25, 2015**  
**PROJECT NO. 0163-15-0101**  
**ESTIMATOR: E. Sheeran**  
**CHECKED BY: G. Tsakoff**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Mobilization, Max. 10%	1	LSUM	\$ 36,680.80	\$ 36,681
2	Digital Video Recorded Survey	1	LSUM	\$ 3,000.00	\$ 3,000
3	Traffic Control	1	LSUM	\$ 15,000.00	\$ 15,000
4	Erosion Control	1	LSUM	\$ 5,000.00	\$ 5,000
5	Landscaping Modifications (Allowance)	1	LSUM	\$ 5,000.00	\$ 5,000
6	Tree Rem	12	EACH	\$ 550.00	\$ 6,600
7	Brush Clearing	700	SYD	\$ 14.00	\$ 9,800
8	Station Grading	43	STA	\$ 700.00	\$ 30,170
9	Conc, Curb and Gutter, Rem	220	FOOT	\$ 14.00	\$ 3,080
10	HMA Curb and Gutter, Rem	20	FOOT	\$ 18.00	\$ 360
11	HMA Removal	30	SYD	\$ 20.00	\$ 600
12	Conc, Curb and Gutter	220	FOOT	\$ 25.00	\$ 5,500
13	HMA Curb and Gutter	20	FOOT	\$ 28.00	\$ 560
14	HMA Hand Patching	30	SYD	\$ 85.00	\$ 2,550
15	Subgrade Undercutting	100	CYD	\$ 45.00	\$ 4,500
16	Granular Material	1,500	TON	\$ 15.00	\$ 22,500
17	Sidewalk, Conc	25,500	SFT	\$ 6.00	\$ 153,000
18	ADA Ramp, Conc	360	SFT	\$ 9.00	\$ 3,240
19	Storm Sewer/Ditch Enclosure Improvements	1	LSUM	\$ 20,000.00	\$ 20,000
20	Boardwalk	400	FOOT	\$ 375.00	\$ 150,000
21	Restoration	2,400	SYD	\$ 7.00	\$ 16,800
22	Sign, Remove and Reset	5	EACH	\$ 250.00	\$ 1,250
23	10% Contingency at Conceptual Stage				\$ 49,519
				<b>TOTAL COST</b>	<b>\$ 545,000</b>