



# CITY of NOVI CITY COUNCIL

**Agenda Item L**  
**July 13, 2015**

**SUBJECT:** Approval to award an amendment to the engineering services agreement with Orchard, Hiltz & McCliment for construction engineering services for the Catherine Industrial Drive Cul-de-sac Reconstruction project in the amount of \$23,037.

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

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

<b>EXPENDITURE REQUIRED</b>	<b>\$ 23,037</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 30,000</b>
<b>LINE ITEM NUMBER</b>	<b>202-202.00-805.166</b>

**BACKGROUND INFORMATION:**

The north end of Catherine Industrial Road terminates in a large cul-de-sac that has deteriorated significantly over the past few years, and now has areas that have completely failed, as shown in the attached photos. The remainder of the road is in better condition, and improvements south of the cul-de-sac are not included with this project.

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 \$14,077 (7.5% of the \$187,697.50 construction bid) and an inspection fee of \$8,960 (\$640 per crew day, multiplied by the 14 days provided in the contractor's bid) for a total fee of \$23,037.

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 Catherine Industrial Drive Cul-de-sac Reconstruction project in the amount of \$23,037.

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

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

# Catherine Industrial Location Map



Map Author: Croy  
Date: 6/2/14  
Project: Catherine Industrial  
Version #: v1.1

#### 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 = 180 feet



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

# EXISTING CONDITION OF CATHERINE INDUSTRIAL CUL-DE-SAC



## MEMORANDUM



**TO:** ROB HAYES, P.E.; DIRECTOR OF PUBLIC SERVICES  
**FROM:** BRIAN COBURN, P.E.; ENGINEERING MANAGER *BTC*  
**SUBJECT:** CATHERINE INDUSTRIAL DRIVE CUL-DE-SAC OWNERSHIP  
**DATE:** JUNE 5, 2014

Staff received a complaint from one of the businesses on Catherine Industrial Drive (located north off of Ten Mile Road and east of Novi Road) regarding the poor condition of the cul-de-sac at the north end of the street. The answer that has been provided over the years is that the cul-de-sac is located on a private parcel and in under private ownership. It has come to our attention that this statement is incorrect as explained below.

Catherine Industrial Drive is part of the Ten-Novi Industrial Park plat containing a single street, 17 lots and an outlet for storm water detention. The plat is attached for reference and was recorded in 1980. The northern part of the plat including lots 6 through 9, lots 15 through 17, Outlot A and the right-of-way adjacent to these lots was vacated by the Circuit Court in 1991. The parcel layers in the GIS mapping data shows that the cul-de-sac at the north end of Catherine Industrial Drive is entirely located within a private parcel, which was a result of the 1991 change to the plat. Based on this information, it was believed that the cul-de-sac was under private ownership and control because it was entirely located within a private parcel as shown below and on the attached map.



We recently received research from the Community Development Department that indicated there was more to the history than what is shown on the parcel layer. The attached Consent Judgment and associated appendices reveal that while a portion of the plat was vacated, the City retained an easement over the existing cul-de-sac. Since easements are not shown in the parcel layer or any of the GIS data, this is not

readily apparent unless we were to research the legal documents recorded at Oakland County. The map below shows the area of the plat that was vacated and the easement area that was retained for the cul-de-sac.



Based on this new information, we have identified unused funds from recently completed construction projects that can be used to complete the design engineering to reconstruct the cul-de-sac. The attached photos show that the pavement has completely failed and must be addressed.

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

**CATHERINE INDUSTRIAL**

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 June 16, 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 \$14,077.31, which is 7.5% of the awarded construction cost for the project (\$187,697.50) 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: \_\_\_\_\_