



# CITY of NOVI CITY COUNCIL

Agenda Item P  
July 2, 2012

**SUBJECT:** Approval to award a contract for design engineering services for the Metro Connector Trail Phase 1 to Orchard, Hiltz and McCliment for a design fee of \$40,940.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division <sup>Rin</sup> *BIC*

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

EXPENDITURE REQUIRED	\$ 40,940
AMOUNT BUDGETED	\$ 24,000
APPROPRIATION REQUIRED	\$ 16,940 (1 <sup>st</sup> Quarter Budget Amendment)
LINE ITEM NUMBER	204-204.00-974.428

## BACKGROUND INFORMATION:

The *City of Novi Non-Motorized Master Plan 2011* identifies the connection between the I-275 Metro Trail and the M-5 Metro Trail as a high priority project. The Metro Connector Trail would connect the northern terminus of the 40 mile long I-275 trail to the southern terminus of the M-5 trail at 13 Mile Road and M-5 via Meadowbrook Road and 13 Mile Road. The first mile of the M-5 trail between 13 Mile and 14 Mile was constructed in 2011, and another mile between 14 Mile and Maple Road in Commerce Township is currently under construction. Future pathway projects planned to the north would provide additional regional connections.

This project includes the first phase of the Metro Connector Trail and would consist of a pathway along Meadowbrook from I-96 to 12 Mile. A future second phase would include the reconstruction of existing pathways to provide a 10-wide pathway from Meadowbrook and 12 Mile to M-5 and 13 Mile. Staff intends to seek grant funding through MDOT's Transportation Enhancement program to provide a portion of the construction funding for this project.

The project was approved in the FY2012-13 budget with funding for preliminary engineering. Several months ago, staff presented a report on potential I-96 non-motorized crossings near Taft Road and Novi Road. The feedback received since that presentation was strongly in favor of constructing a crossing of I-96 at Meadowbrook Road. Therefore, staff is recommending that the full design of this project be awarded at this time to prepare the design, acquire easements, and apply for grant funding for construction of the pathway between I-96 and 12 Mile Road in 2013.

Specifically, this project consists of design engineering for the construction of a 10-foot wide asphalt pathway along the east side of Meadowbrook Road between 12 Mile Road and the terminus of the I-275 trail at the southeast corner of Meadowbrook Road and I-96. The project will include working with MDOT to identify and construct a crossing of I-96 at Meadowbrook Road, and will also require working with RCOC to provide a pedestrian crossing of the boulevard section of Twelve Mile Road. The pathway is proposed on the east side of Meadowbrook to minimize the number of property owners affected by easements for the project.

The initial phase of this design will involve coordinating with MDOT and RCOC to determine their expectations for this pathway project. Due to the uncertainty related to the feasibility of a Meadowbrook Road bridge crossing and the design standards that MDOT will require if the crossing is deemed feasible, additional design effort will likely be necessary once discussions with MDOT and RCOC have resulted in a design acceptable to all parties involved. Given this uncertainty, staff anticipates that OHM's scope will need to be adjusted in the future after these discussions have concluded. Additionally, this initial phase will include the acquisition of easements required along nine properties (all owned by a single property owner, Mercy Health Services).

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 \$40,940 (8.9% of the estimated construction cost of \$460,000). 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. A draft of the Supplemental Professional Engineering Services Agreement for this project is enclosed and includes the project scope and estimate.

Design of the Metro Connector Trail Phase 1 is funded for FY12-13. Upon completion of the preliminary design, staff will commence easement acquisition and apply for grant funding for construction. The schedule for construction is dependent upon the design requirements of MDOT and RCOC, the acquisition of the necessary easements and permits, and future project funding.

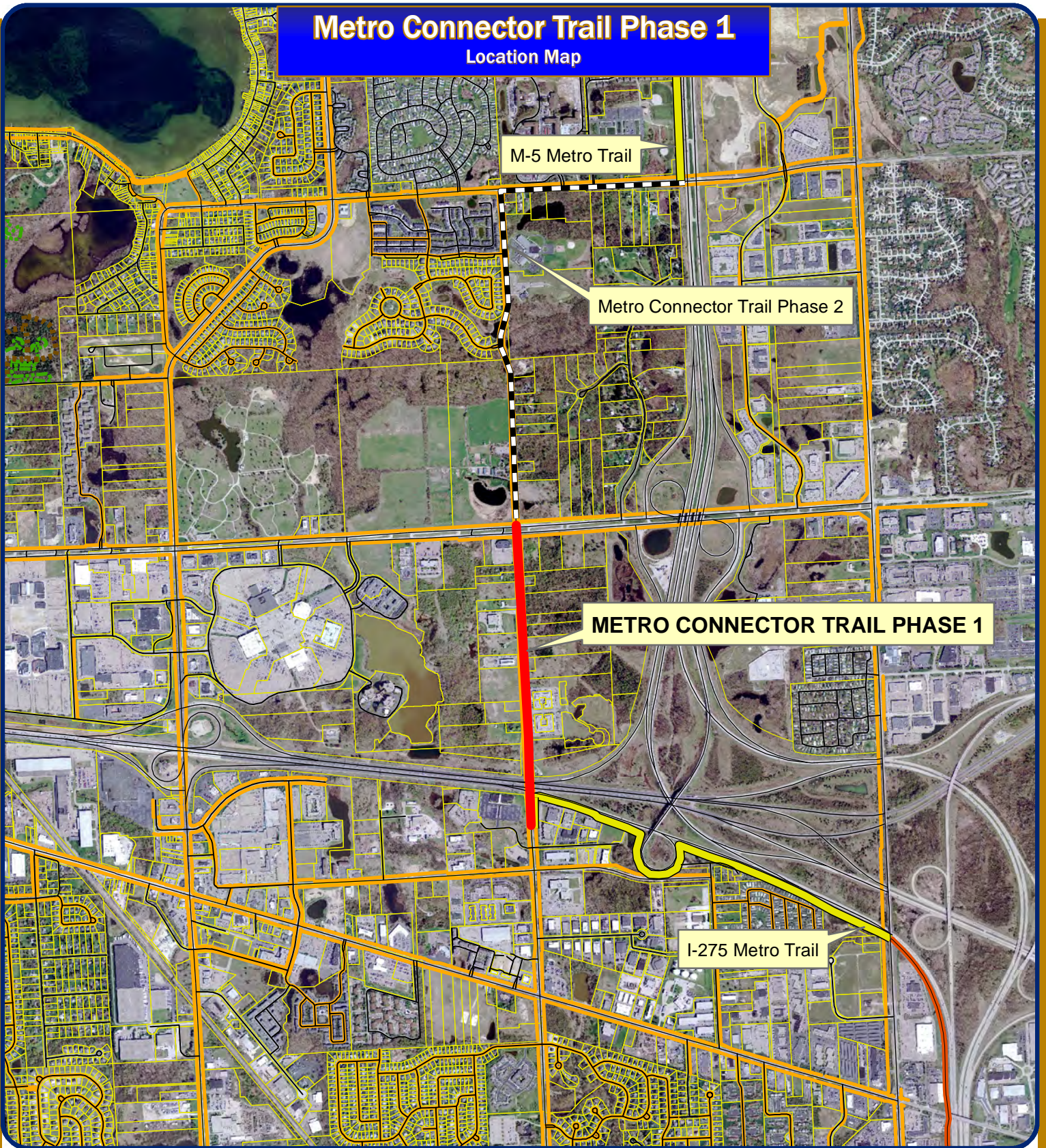
**RECOMMENDED ACTION:** Approval to award a contract for design engineering services for the Metro Connector Trail, Phase 1 to Orchard, Hiltz and McCliment for a design fee of \$40,940.

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

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

# Metro Connector Trail Phase 1

Location Map



M-5 Metro Trail

Metro Connector Trail Phase 2

**METRO CONNECTOR TRAIL PHASE 1**

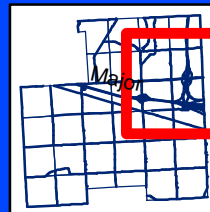
I-275 Metro Trail

Map Author: Croy  
Date: 6/25/12  
Project: Metro Connector Trail Phase 1  
Version #: v1.0



## Legend

— Existing Pathways & Sidewalks



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



1 inch = 6 miles

**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.

# **SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

## **METRO CONNECTOR TRAIL PHASE 1**

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 September 24, 2009.

The project includes the design and the preparation of plans and specifications for the Metro Connector Trial Phase 1, which is a non-motorized pathway extending from 12 Mile Road to the terminus of the I-275 Metro Trail at the southeast corner of Meadowbrook Road and I-96. This design phase shall include the necessary coordination with MDOT to determine bridge crossing design options and requirements, and coordination with RCOC to determine pedestrian signal requirements. MDOT LAP procedures shall be followed since the City intends to seek grant funding through MDOT.

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 \$40,940, which is 8.90% of the estimated construction cost (\$460,000) 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.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
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:  
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: \_\_\_\_\_

## **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 – Metro Connector Trail Phase I – Preliminary Design**

Orchard, Hiltz & McCliment, Inc. is pleased to provide engineering services to the City of Novi. We understand that the City wishes to construct a ten foot wide non-motorized pathway on the east side of Meadowbrook Road between 12 Mile Road and the terminus of the I-275 Metro Trail at the southeast corner of Meadowbrook Road and I-96. We also understand that the City intends to seek grant funding through MDOT and will therefore be required to follow the MDOT Local Agency Program (LAP) procedures and will be bid through MDOT. Design of this facility will be required to follow the recently updated AASHTO Guide for the Development of Bicycle Facilities. Design of the bridge crossing will be required to follow MDOT requirements. Design of the 12 Mile Road crossing will be required to follow RCOC standards and meet accessibility requirements of the Americans with Disabilities Act (ADA).

The scope of engineering services shall include the following tasks:

1. Conduct a site visit and develop a preliminary alignment map identifying existing and proposed right-of-way.
2. Perform a complete topographic survey of the project area including all significant surface features (manholes, trees, pavement edge, etc.) from the Meadowbrook Road centerline to the east right-of-way line.
3. Coordinate with MDOT Oakland TSC engineers and attend a meeting to discuss options and design requirements for bridge crossing.
4. Coordinate with RCOC Traffic Signals division and attend a meeting to discuss pedestrians signal requirements for crossing of 12 Mile Road.
5. Prepare a preliminary engineer's opinion of probable construction costs.
6. Prepare preliminary pathway and bridge crossing plans and specifications in accordance with MDOT LAP guidelines for projects administered through MDOT.
7. Prepare up to 12 easement document exhibits (sketch and legal description) for permanent easements required to construct the pathway.
8. Attend two meetings with the City to review the plans and specifications and address any requested revisions.
9. Attend one public open house with City and local residents, if requested.
10. Revise preliminary plans and alignment for the pathway based upon City and resident comments.
11. Revise preliminary engineer's opinion of probable construction costs.
12. Prepare a permit application for submittal to the Road Commission for Oakland County for work within the 12 Mile Road right-of-way.
13. Prepare a permit application for submittal to MDOT for work within the I-96 right-of-way, work on the Meadowbrook/I-96 overpass, and connection to the I-275 Metro Trail.
14. Prepare a Section 106 review application for submittal to the State Historic Preservation Office (SHPO). This is required for MDOT Administered projects where new facilities are proposed.
15. Submit the Program Application materials as required by MDOT LAP guidelines.

16. Submit preliminary plans, specifications, and engineer's opinion of probable construction cost to MDOT LAP office for Grade Inspection (GI) review.
17. Attend the GI review meeting with MDOT and City staff to review the plans and specifications and address any required revisions.
18. Submit final plans and specifications per MDOT guidelines, including a final engineer's opinion of probable construction cost using the Michigan Engineers Resource Library (MERL) program per MDOT requirements.
19. Prepare a letter to the City pertaining to the bid letting results through MDOT.

The following services have not been included. In the event any of these services are required, an addendum to the supplemental engineering agreement will be submitted for your approval prior to performing said services.

1. Permit or application fees – 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

The schedule will follow the MDOT LAP Project Planning Guide.

We thank you for this opportunity to provide professional engineering service and we look forward to continuing to serve the City of Novi.