



# CITY of NOVI CITY COUNCIL

**Agenda Item K**  
**May 22, 2017**

**SUBJECT:** Approval to award an amendment to the engineering services agreement with Orchard, Hiltz & McCliment, Inc. (OHM), for design engineering services associated with City Section 25 Roadside Ditch Enclosure feasibility analysis, in the amount of \$18,675.00.

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

**CITY MANAGER APPROVAL:**

<b>EXPENDITURE REQUIRED</b>	<b>\$ 18,675.00</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 500,000.00 (210-211.00-865.144)</b>
<b>LINE ITEM NUMBER</b>	<b>210-211.00-865.144 (#153-02 Storm Drain Improvement Pilot Program)</b>

### BACKGROUND INFORMATION:

The City of Novi conducted a storm drainage improvement pilot project in 2016 to enclose ditches in Orchard Hills along Quince Drive and a portion of Tamara Drive. The purpose of the project was to decrease the depths of the ditches by installing storm sewer and drainage structures in the existing ditch raising the surface elevation. This made the area safer for children getting on and off of school buses and more efficiently captures the storm water runoff from the roadways and residential front yards.

Orchard, Hiltz & McCliment, Inc. (OHM) Advisors, one of the City's consulting engineers, has been requested to perform a feasibility analysis and preliminary cost estimate for installation of ditch enclosures along open ditched paved roads in City Section 25. The study is consistent with recent successful improvements along Quince Drive and Tamara Drive. This section was chosen because of the abundant number of open-graded ditches. A project of this magnitude would most likely be outside of current funding sources and a feasibility study is the first step toward addressing the issue of safety and maintenance in the residential area of the City.

OHM proposes to conduct background research and preliminary field surveys to assist with the storm sewer analysis and layout. There will also be preliminary easement research and survey data processing related to the project. A final report with preliminary plan layouts and estimated construction opinions is anticipated to be delivered to the City prior to the end of October.

**RECOMMENDED ACTION:** Approval to award an amendment to the engineering services agreement with Orchard, Hiltz & McCliment, Inc. (OHM), for design engineering services associated with City Section 25 Roadside Ditch Enclosure feasibility analysis, in the amount of \$18,675.00.

# Roadside Ditch Enclosures

## Section 25

### Location Map



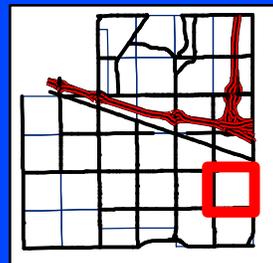
Map Author: J. Mathias  
Date: 05/8/2017

Project:  
Version #:

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.



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

Feet  
0 170 340 680 1,020

1 inch = 833 feet



# **SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

## **Roadside Ditch Enclosure Feasibility Analysis in City Section 25**

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 48350, 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 17, 2014.

The project includes the evaluation and identification of potential ditch enclosures throughout City Section 25. A preliminary field survey will establish the approximate number of easements required during the design phase of the project. Temporary construction easements may be required depending on the anticipated right-of-way encroachment. OHM will also evaluate tributary drainage areas to determine preliminary pipe sizing to estimate expenditures. The study will recommend funding options for the construction phase of work, in close coordination with the City of Novi.

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 \$18,675.00, as described in the attached proposal.
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 an endorsement 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.

7. Coverage under the general and auto liability policies shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Novi. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

#### **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: George D. Melistas, Engineering Senior Manager and Cortney Hanson, Clerk, with a copy to Thomas R. Schultz, City Attorney

Consultant: James Stevens, Vice President

**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: James Stevens  
Its: Principal

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.



May 1, 2017

Mr. Aaron Staup  
Construction Coordinator  
City of Novi - Department of Public Services  
26300 Delwal Drive  
Novi, MI 48375

RE: Roadside Ditch Enclosures - Section 25  
Proposal for Professional Services

Dear Mr. Staup:

Per your request, the following outlines our proposed scope of services and fee to perform a feasibility analysis and preliminary cost estimate for installation of ditch enclosures along existing open ditch paved roads within Section 25 of the City. This summary includes our project understanding, proposed scope of work, assumptions, schedule, and fee.

## PROJECT UNDERSTANDING

We understand that the City desires to pursue the possibility of installing ditch enclosures along existing open ditch local roads within Section 25 of the City. This effort would be consistent with recent improvements along Quince Street and a portion of Tamara Drive within the City, designed and administrated by OHM Advisors last summer. As part of this effort, we have driven through the local roads in this section of the City. Based on this drive-through, it is evident that not all areas of local roads would require ditch enclosures, as some of these areas have existing curb and gutter with storm sewer. Although, we did observe that a majority of the local roads in this section of the City do have open ditches along 2-lane paved roads, and would be a candidate for enclosure with storm sewer and drainage structures.

## SCOPE OF SERVICES

The following outlines our work plan to accomplish the scope of services for this project related to evaluation of installing ditch enclosures as noted above:

- Perform a follow-up site visit to evaluate the specific locations of potential ditch enclosures.
- Meet with City staff to confirm the scope of work, and the specific limits within Section 25 for potential ditch enclosure installation.
- Evaluate available background information, as-built documents, past analysis, and GIS data that may be helpful in performing this current engineering analysis.
- Perform preliminary field survey efforts to include the following:
  - Set-up field survey control for the surveying efforts
  - Obtain elevations of potential outfall locations of storm sewer installed as part of ditch enclosures
  - Obtain invert elevations of existing storm sewer that may serve as future connection points for proposed ditch enclosures related storm sewer



- Obtain ditch grades in various locations throughout the project site to assist in the feasibility aspect of this analysis phase of work
- Evaluate tributary drainage areas associated with the proposed ditch enclosure areas. Provide necessary analysis to determine an approximate flow related to the ditch enclosure work to provide preliminary sizing of the storm sewer. This effort will be consistent with determining preliminary sizing of the storm sewer to assist with the cost estimating effort, but would not be considered final pipe sizing.
- Perform necessary research to establish the approximate Road Right-of-way along the potential route for ditch enclosures. The intent of this task is to estimate the number of easements that may be required for a design stage of work.
- Identify potential funding options for the construction of this work in coordination with the City. Evaluate phasing with the City for future construction of this work from a budgetary standpoint.
- Provide a preliminary overall view of locations of ditch enclosures, with preliminary sizing of storm sewer and location of drainage basins.
- Provide a Preliminary Opinion of Construction Cost Estimate for the proposed ditch enclosure work.
- Meet with the City to review the final deliverables associated with this project as outlined above.

## ASSUMPTIONS

The following summarizes our assumptions associated with this proposal:

- The main intent of this work effort is to create an accurate yet conservative cost estimate associated with the construction of this work, and determine the necessity for funding or phasing of the work prior to design phase.
- Materials used for the construction of this project would be similar to that utilized for the Quince Street ditch enclosures, such as HP Storm Pipe (HDPE) and Nyo-plast PVC Storm Basins.
- Full topographic survey along ROW areas is not part of the current scope of work. This would be anticipated during the design phase of work.
- Title searches for individual lots/parcels is not part of the current scope of work. We anticipate that the cost of title searches could be budgeted into a future design phase of work, based on findings from this feasibility study.

## SCHEDULE

We propose to start on the above outlined scope of services within one week of authorization by the City. The following outlines our anticipated schedule of main tasks related to this work effort:

- Background Research and Site Visits – May 29 through June 15, 2017
- Field Survey – Prior to July 15, 2017



- Preliminary Easement Research and Survey Data Processing – July 15 through August 15, 2017
- Storm Sewer Analysis and Layout – Prior to September 15, 2017
- Report, Plan Layout, and Construction Cost Opinion Final Deliverable – Prior to October 15, 2017

## FEE

Based on the above outlined scope of services and assumptions, our proposed lump sum fee to perform this work is \$18,675. Our fee derivation is based on the following breakdown:

- 25 hours of project management, lead engineer, and QAQC related time at the standard blanket contract agreement rate of \$105/Hr.
- 110 hours of staff engineer related time (for all individual engineering staff assigned to the project) at the standard blanket contract agreement rate of \$105/Hr.
- 30 hours of survey crew time at the standard blanket contract agreement rate of \$150/Hr for a 2-man survey crew.

We appreciate the opportunity to provide professional services to the City of Novi on this project. If you have any questions related to our proposal, please do not hesitate to contact us.

Sincerely,  
OHM Advisors

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George A. Tsakoff, PE  
Senior Project Manager

cc: George Melistas, City of Novi, Engineering Senior Manager  
James Stevens, PE, OHM Advisors