



CITY of NOVI CITY COUNCIL

**Agenda Item E
March 21, 2011**

SUBJECT: Approval to award an amendment to the engineering services contract for construction engineering services related to the South Lake Drive/Old Novi Rd/13 Mile Intersection Improvements project to Orchard, Hiltz & McCliment, Inc. (OHM) in the amount of \$17,221.

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

CITY MANAGER APPROVAL: *R77*
[Signature]

EXPENDITURE REQUIRED	\$14,808 Intersection Improvements \$2,413 13 Mile Pathway Gap \$17,221 Total
AMOUNT BUDGETED	\$152,000 Intersection Improvements \$25,000 13 Mile Pathway Gap \$177,000 Total
LINE ITEM NUMBER	204-204.00-863.106 Intersection Improvements 204-204.00-974.419 13 Mile Pathway Gap

BACKGROUND INFORMATION:

This project involves improvements to the intersection of South Lake Drive, Old Novi Road, and 13 Mile Road, which includes:

- Removal of the existing but now unwarranted traffic signal (replaced with the three-way stop that is currently in place).
- Reconfiguration of the South Lake Drive approach to better accommodate large vehicles (e.g., school buses and fire trucks).
- Installation of a sidewalk to fill in a gap along the south side of 13 Mile between the intersection and Martin Ave (segment 15 in the Pathway & Sidewalk Prioritization Analysis and Process report)

The final design of the intersection improvements incorporates the suggestions provided by concerned residents in the area at a Public Information Meeting that was held in October 2010. A location map has been enclosed for reference.

The construction phase engineering fees are determined using two components: 1) the contract administration fee, which is determined using the fee percentage in Exhibit B of the Agreement For Professional Engineering Services for Public Projects, and 2) the construction inspection fee determined using a cost per inspection (crew) day from Exhibit B that is then multiplied by the number of days of inspection bid by the contractor. The construction phase fees for this project include a contract administration fee of \$7,996 (7.5% of the intersection improvements construction cost of \$90,838, and 8% of the pathway improvements construction cost of \$14,788, for a total \$105,626 construction bid) and an inspection fee of \$9,225 (\$615 per crew day, multiplied by the 15 days provided in the contractor's bid) for a total fee of \$17,221.

The construction contract award for this project is also being considered elsewhere on this agenda. Construction is scheduled to begin in May 2011 and completion is anticipated by August 2011.

RECOMMENDED ACTION: Approval to award an amendment to the engineering services contract for construction engineering services related to the South Lake Drive/Old Novi Rd/13 Mile Intersection Improvements project to Orchard, Hiltz & McCliment, Inc. (OHM) in the amount of \$17,221.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Fischer				
Council Member Margolis				

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

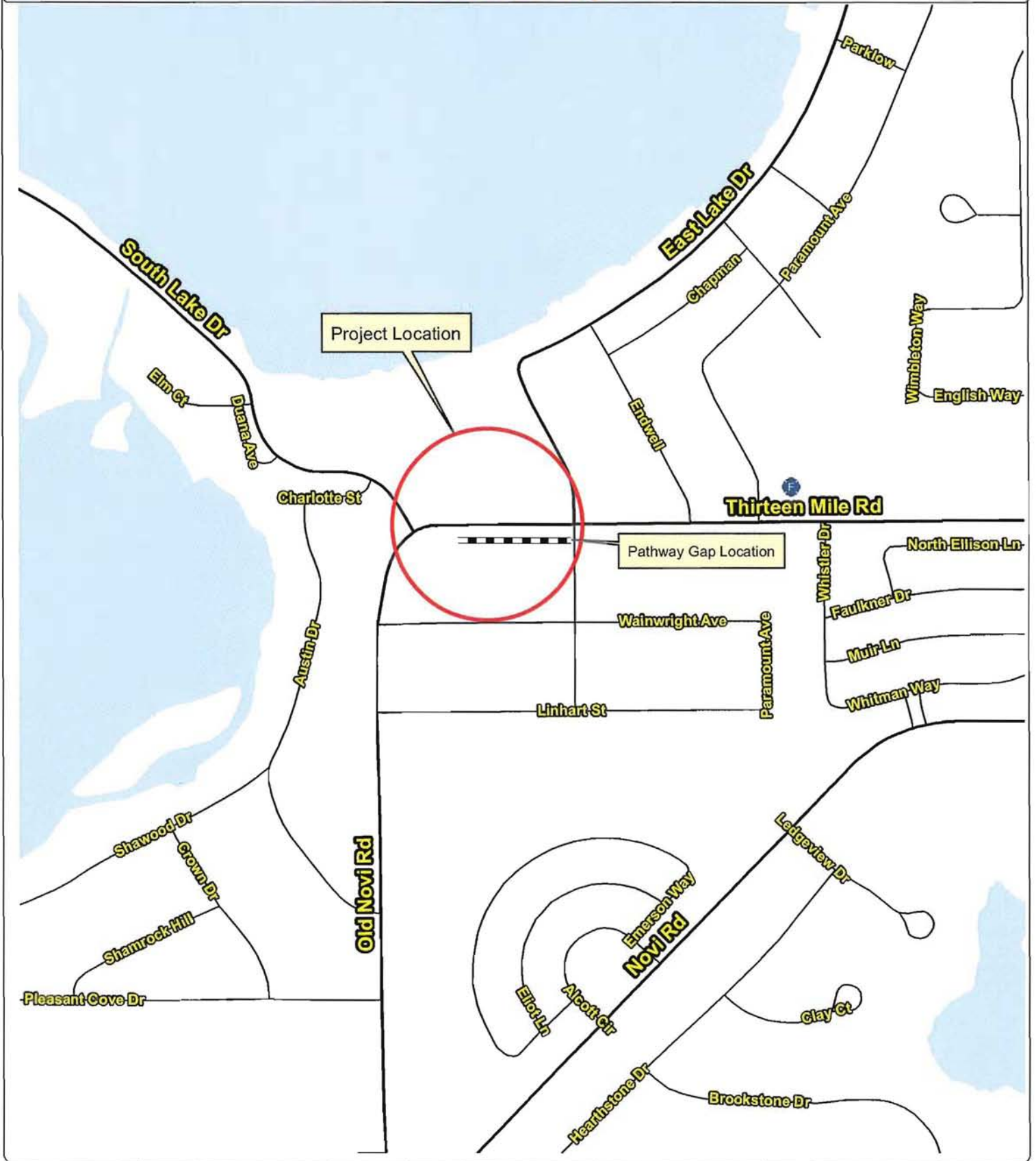
MAP INTERPRETATION NOTICE

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



South Lake Dr/Old Novi Rd/13 Mile Rd Intersection Improvements Location Map



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

**SOUTH LAKE DRIVE/OLD NOVI ROAD/13 MILE ROAD
INTERSECTION IMPROVEMENTS**

Second 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 July 19, 2010 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 \$7,996, which is 7.5% of the intersection improvements construction cost of \$90,838, and 8% of the pathway improvements construction cost of \$14,788 (total awarded construction cost of \$105,626) as indicated on the Design and Construction Engineering Fee Curve , attached. Construction Inspection: The Consultant shall complete Construction Inspection services for \$615 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 Second 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

_____.

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: _____