



CITY of NOVI CITY COUNCIL

**Agenda Item 8
August 24, 2015**

SUBJECT: Approval to award an amendment to the engineering services agreement with Orchard, Hiltz & McCliment for construction engineering services for the 2015 Neighborhood Road Program Contract 2 (Asphalt) in the amount of \$105,721; and approval of a resolution to amend the budget to roll over funds from FY14-15 for this budget line item.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 105,721
AMOUNT BUDGETED	\$ 331,987
APPROPRIATION REQUIRED	\$ 110,000 (rollover from FY14-15)
LINE ITEM NUMBER	203-203.00-805.435

BACKGROUND INFORMATION:

Each year, the City of Novi selects residential streets for reconstruction, repaving, repair, and/or rehabilitation based on PASER ratings, staff's field observations and resident concerns. The 2015 program consists of three separate contracts: Contract 1 for improvements to White Pines Drive (currently under construction), Contract 2 for asphalt streets, and Contract 3 for concrete streets (elsewhere on this agenda for consideration). Altogether, the City will be making an investment of \$3,700,000 in neighborhood streets this construction year.

The streets selected for this contract include all of the streets in Orchard Hills Subdivision as shown on the attached map.

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 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 \$64,121 (5.3% of the \$1,209,821.50 construction bid) and an inspection fee of \$41,600 (\$640 per crew day, multiplied by the 65 days provided in the contractor's bid) for a total fee of \$105,721.

It is anticipated that this project will be completed this fall.

RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with Orchard, Hiltz & McCliment for construction engineering services for the 2015 Neighborhood Road Program Contract 2 (Asphalt) in the amount of \$105,721; and approval of a resolution to amend the budget to roll over funds from FY14-15 for this budget line item.

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

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

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment for the engineering for the 2015 Neighborhood Road
Project is authorized:

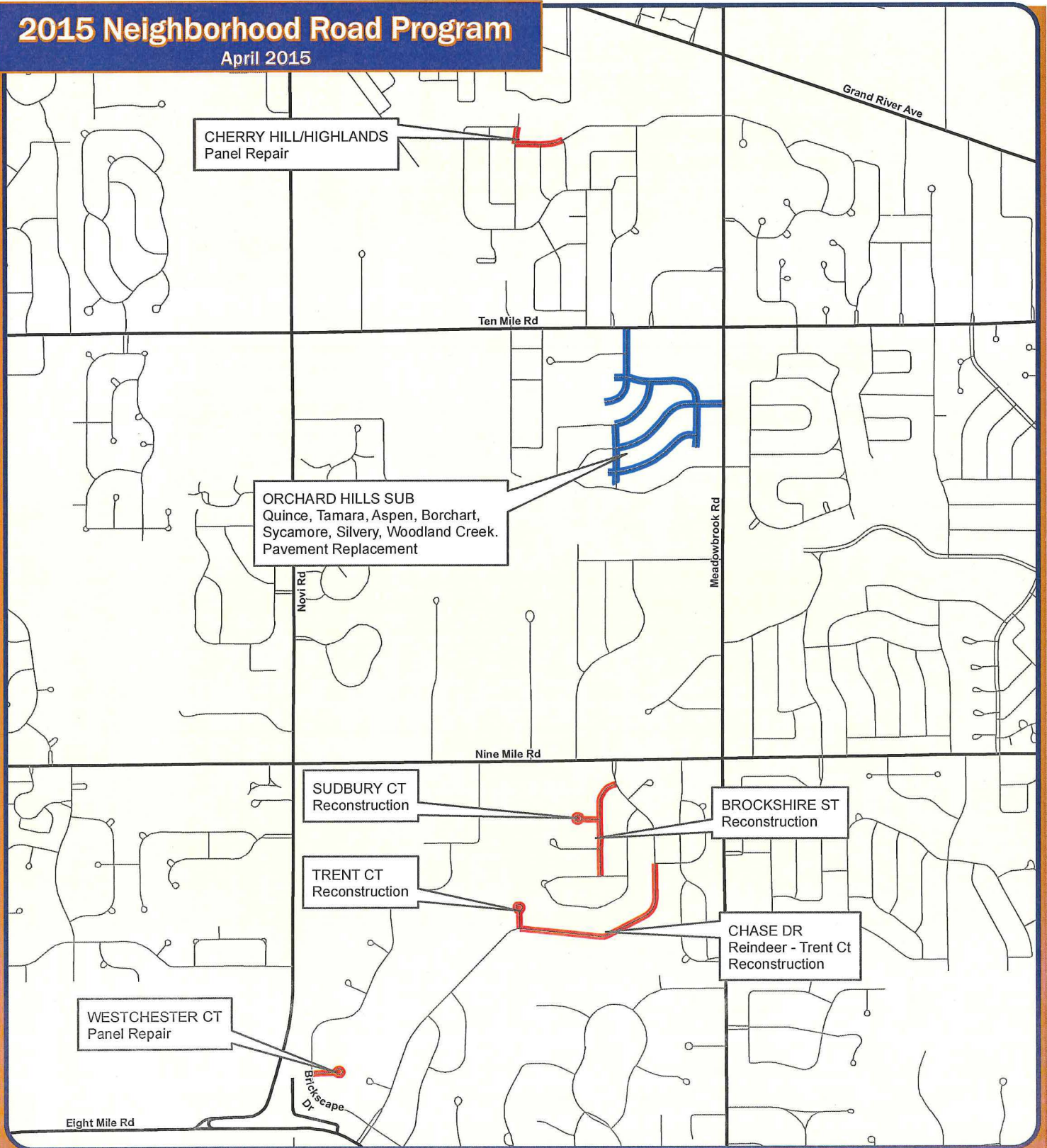
	INCREASE (DECREASE)
LOCAL STREET FUND	
APPROPRIATIONS	
Capital Outlay	110,000
TOTAL APPROPRIATIONS	<u>\$ 110,000</u>
Net Increase (Decrease) to Fund Balance	<u><u>\$ (110,000)</u></u>

I hereby certify that the foregoing is a true and complete copy of a
resolution adopted by the City Council of the City of Novi
at a regular meeting held on August 24, 2015

Maryanne Cornelius
City Clerk

2015 Neighborhood Road Program

April 2015



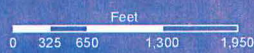
Map Author: Croy
Date: 4/8/15
Project: 2015 NRP
Version #: v2.0

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 232 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Map Legend

- 2015 Concrete Streets
- 2015 Asphalt Streets



1 inch = 1,600 feet



City of Novi

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

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

2015 NEIGHBORHOOD ROAD PROGRAM

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 December 22, 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:
 1. Asphalt Program: The Consultant shall complete Contract Administration services for a lump sum fee of \$64,121, which is 5.3% of the awarded construction cost for the project (\$1,209,821.50) as indicated on the Design and Construction Engineering Fee Curve.
 2. Concrete Program: The Consultant shall complete Contract Administration services for a lump sum fee of \$84,747, which is 5.3% of the awarded construction cost for the project (\$1,599,001.29) 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: _____