



## CITY of NOVI CITY COUNCIL

Agenda Item F  
July 7, 2014

**SUBJECT:** Approval to award an amendment to the engineering services agreement with Orchard, Hiltz & McCliment for additional construction engineering services for the 2014 Signal Improvement project related to the Cabot Drive and 13 Mile Road traffic signal installation in the amount of \$24,079.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division <sup>24</sup> BLC

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

<b>EXPENDITURE REQUIRED</b>	<b>\$24,079</b>
<b>AMOUNT BUDGETED</b>	<b>\$35,500</b>
<b>LINE ITEM NUMBER</b>	<b>204-204.00-863.507</b>

### BACKGROUND INFORMATION:

A study of the intersection of Cabot Drive and 13 Mile Road was completed in 2012 and determined that a traffic signal was warranted at the intersection. Northern Equities Group contacted staff in 2013 offering to share in the cost of the signal installation to expedite the installation of the signal, which was shown in the Capital Improvement Program at that time for funding in FY2016-17. A Memorandum of Understanding with Northern Equities was approved by the City in August 2013 such that each party would pay for half of the design fees.

The design was completed in late 2013. Northern Equities requested that the project move forward and agreed to fund half of the project's construction costs. An agreement between the City of Novi and HCP Land, LLC (a subsidiary of Northern Equities) that requires construction costs to be shared evenly was prepared by the City Attorney, signed by HCP, Land, LLC, and approved by City Council on June 2, 2014. Per the attached agreement, the City will hire and pay all contractors, and HCP Land, LLC will reimburse the City for 50% of the actual project costs upon completion of the project.

In order to obtain actual bid prices, the Cabot and 13 Mile traffic signal was included for bidding as Division 4 in the 2014 Signal Improvement Project that was awarded to Rauhorn Electric on April 7, 2014. The original award to Rauhorn excluded the Cabot and 13 Mile signal until funding was available, but provided accurate construction pricing that could be used in the funding agreement with HCP Land and for budgeting. Now that the funding for the project is in place, a change order to include this project in Rauhorn's contract is proposed elsewhere on this agenda for consideration by City Council. A corresponding change to the engineering agreement to add construction phase engineering services is recommended by staff at this time.

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 fees for this project include a contract administration fee of \$8,719 (4.5% of the \$193,752.55 construction bid) and an inspection fee of \$15,360 (\$640 per crew day, multiplied by the 24 days provided in the contractor's original bid) for a total fee of \$24,079.

All signal work under this contract is to be substantially complete by October 6, 2014 according to the current contract time.

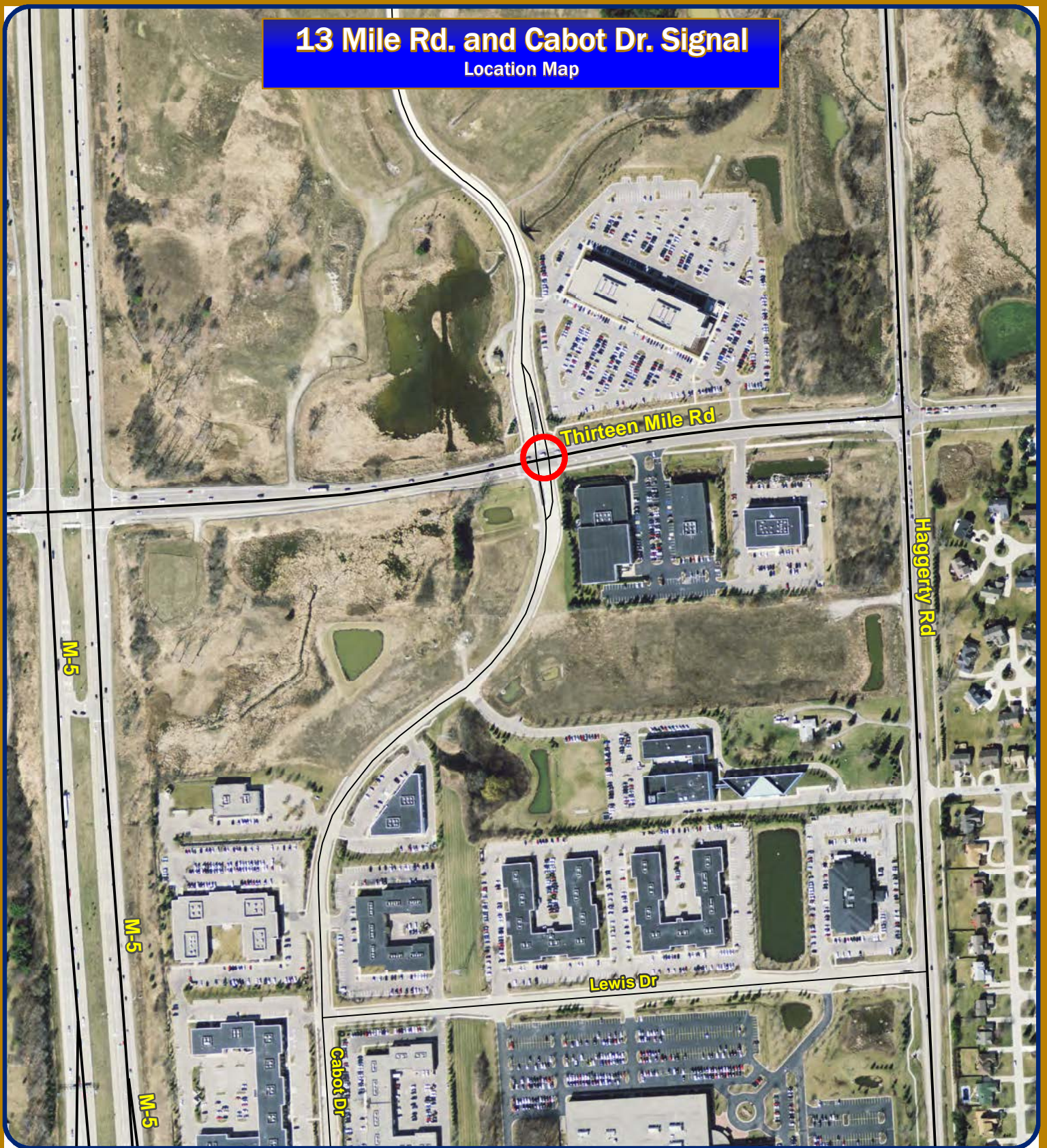
**RECOMMENDED ACTION:** Approval to award an amendment to the engineering services agreement with Orchard, Hiltz & McCliment for additional construction engineering services for the 2014 Signal Improvement project related to the Cabot Drive and 13 Mile Road traffic signal installation in the amount of \$24,079.

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

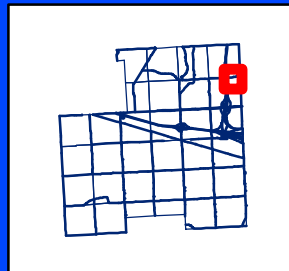
	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				



# 13 Mile Rd. and Cabot Dr. Signal Location Map



Map Author: M. D. McCreddie Jr  
 Date: 7/29/13  
 Project: 13 Mile Rd. and Cabot Dr. Signal  
 Version #: 1



**City of Novi**  
 Engineering Division  
 Department of Public Services  
 26300 Lee BeGole Drive  
 Novi, MI 48375  
[cityofnovi.org](http://cityofnovi.org)



1 inch = 400 feet

**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.

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

**2014 TRAFFIC SIGNAL IMPROVEMENTS**

First 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 April 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.

Construction Phase Services: The Consultant shall complete the construction phase services as described herein according to the fee schedule as described below:

a. Contract Administration: The Consultant shall complete Contract Administration services for the project as follows:

i. *Unchanged.*

ii. *Unchanged.*

iii. *Unchanged.*

iv. Contract Administration for the Nine Mile/Haggerty project for a lump sum fee of \$8,719, which is 4.5% of the awarded construction cost (\$193,752.55) as indicated on the Design and Construction Engineering Fee Curve for the total construction contract.

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: \_\_\_\_\_