



CITY of NOVI CITY COUNCIL

**Agenda Item 9
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 3 (Concrete) in the amount of \$132,747.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 132,747
AMOUNT BUDGETED	\$ 331,987
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 (elsewhere on this agenda for consideration), and Contract 3 for concrete streets. Altogether, the City will be making an investment of \$3,700,000 in neighborhood streets this construction year.

The streets included in this contract are as shown in the table below:

Street	From	To	Proposed Work
Brockshire St	Chase Drive	Hempshire	Reconstruction
Chase Drive	Reindeer	Trent Ct	Reconstruction
Highlands	Cherry Hill	Cherry Hill	Discrete Panel Replacement
Sudbury Ct	Brockshire	End	Reconstruction
Trent Ct	Chase Drive	End	Reconstruction
Westchester Ct	Ashbury Dr	End	Discrete Panel Replacement
Highlands	Cherry Hill	Cherry Hill	Discrete Panel Replacement

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 \$84,747 (5.3% of the \$1,599,001.29 construction bid) and an inspection fee of \$48,000 (\$640 per crew day, multiplied by the 75 days provided in the contractor's bid) for a total fee of \$132,747.

This project was budgeted for FY14-15 for construction in 2015; therefore the budgeted funds for construction engineering services need to be rolled over to this line item in FY15-16 in order fund the work. The attached budget resolution is provided for consideration to make the budget amendment. The rollover budget amendment for the drainage items is included with the consideration of the construction award.

It is anticipated that this project will be completed by fall 2015.

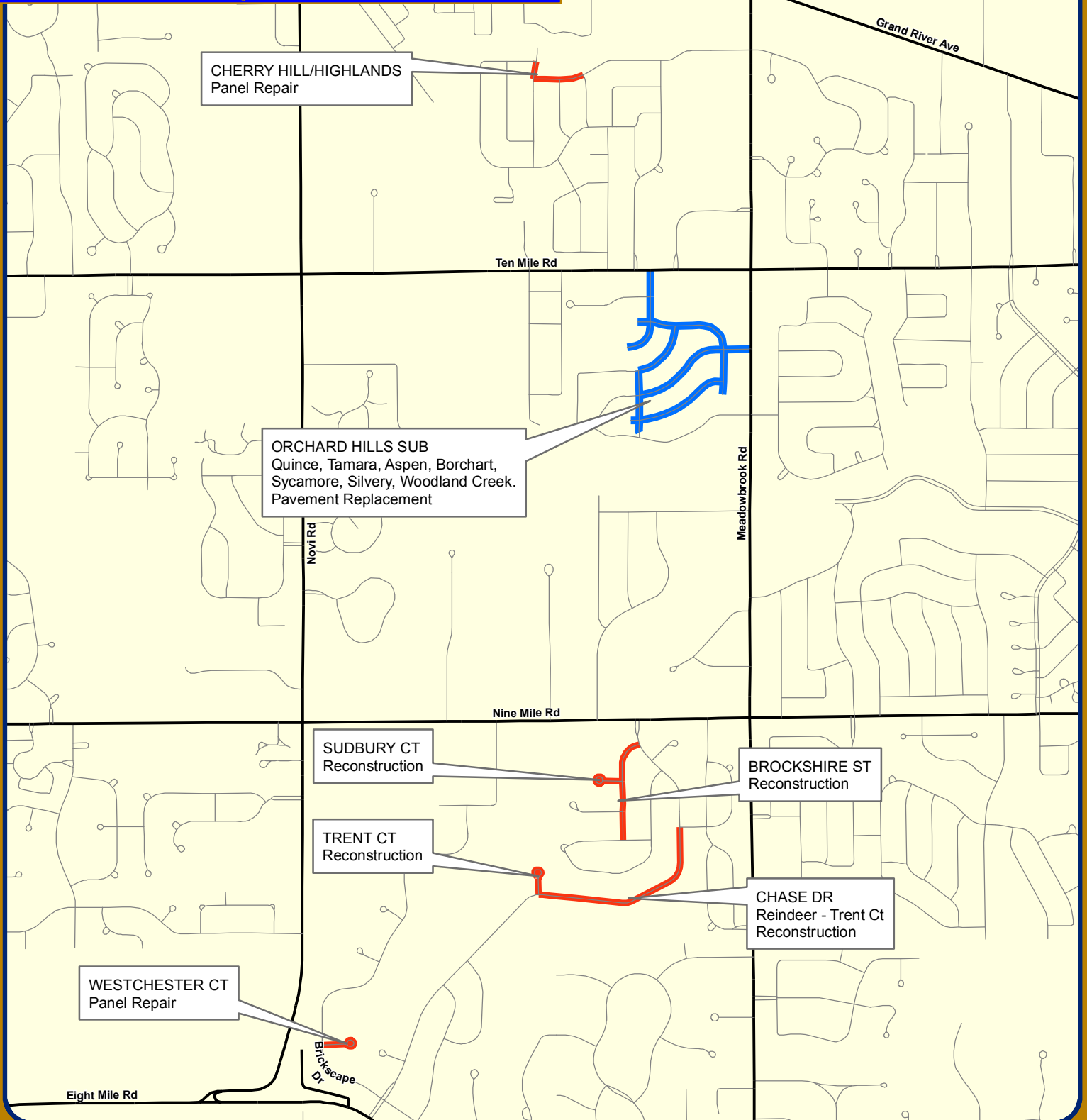
RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with Orchard, Hiltz & McCliment for construction engineering services for the 2015 Neighborhood Road Program Contract 3 (Concrete) in the amount of \$132,747.

	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				

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 132 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



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: _____