



CITY of NOVI CITY COUNCIL

**Agenda Item D
June 4, 2012**

SUBJECT: Approval to award an amendment to the engineering services agreement with Orchard, Hiltz & McCliment, Inc. for construction engineering services related to the 2012 Neighborhood Road Program, in the amount of \$93,037.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 93,037
AMOUNT BUDGETED	\$ 150,000
LINE ITEM NUMBER	203-203.00-805.432

BACKGROUND INFORMATION:

For several years, the City Council has made it a goal to invest annually in neighborhood streets to maintain the City's local road network. To implement this goal, the City selects several residential streets to be addressed based on an evaluation of the pavement condition using PASER ratings, field observations by staff, and resident concerns. The 2012 Neighborhood Road Program will implement the City's Asset Management approach for pavements that was established in 2009. This project includes multiple treatment methods which were determined during the design process based on our asset management approach, focused on preventative maintenance where appropriate and designed to extend the life of the City's roads in the most cost-effective manner.

The asset management program stresses the importance of using preventative maintenance to preserve good quality roads using low-cost rehabilitation techniques, rather than allowing the roads to deteriorate to a point that requires reconstruction involving much more effort at a higher cost. Roads that have deteriorated significantly will be addressed with rehabilitation methods such as overlays, panel replacements, and joint repairs to allow more efficient application of available road funds to maximize the number of neighborhood streets included in each year in the program. This year's program will address the following streets:

Road Segment	From	To	Material	PASER	Treatment
Glen Haven Cir	E Glen Haven Cir	Broquet Dr	Concrete	2-4	Joint/Slab Repair
Laramie	Eleven Mile	Cheyenne	Concrete	4-5	Joint/Slab Repair
Foxton Dr	9 Mile Rd	Steeple Path	Concrete	4	Joint/Slab Repair
Louvert Ct	Midway Dr	Cul-de-sac	Concrete	4	Joint/Slab Repair
Fairway Hills Dr	Simmons Dr	Surfside Rd	Concrete	3	Joint/Slab Repair
Braydon Ct	White Pines Dr	Cul-de-sac	Concrete	3	Reconstruct
Westminster Cir	Squire Rd	Haggerty Rd	Asphalt	4-5	Mill and Overlay
Squire Rd.	Nilan Dr	Westminster Cir	Asphalt	4-5	Mill and Overlay
Cottisford Rd	Novi Rd	City Limits	Asphalt	2	Reconstruct
Jamestown	Ten Mile	Yorkshire	Asphalt	8	Drainage Improvements

The streets listed above comprise 1.95 miles of improvements for 2012. In contrast, the portion of the additional \$2.1 million that could be generated from passage of the proposed road millage increase and allocated to local streets (or approximately

\$1,365,000) would improve approximately 2.63 additional miles of neighborhood streets in 2013 (over and above the \$1,000,000 in construction currently planned for 2013).

The required reconstruction of Cottisford is an example of a road segment where maintenance may have been neglected, allowing the road to deteriorate to a point where the road cannot be rehabilitated. Braydon Court is an exception and has been proposed for reconstruction rather than rehabilitation because the concrete has exhibited evidence of deterioration due to a problem referred to as alkali-silica reaction (ASR), which is a chemical reaction that causes brittle cracks to radiate from the interior of the aggregate out into the surrounding cement, resulting in accelerated deterioration and eventual failure of the concrete.

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 \$53,677.76 (5.3% of the \$1,012,788 construction bid) and an inspection fee of \$39,360 (\$615 per crew day, multiplied by the 64 days provided in the contractor's bid) for a total fee of \$93,037.76.

The construction contract award is proposed for consideration elsewhere on this agenda. It is anticipated that the construction of the project will begin this summer and be completed this construction season.

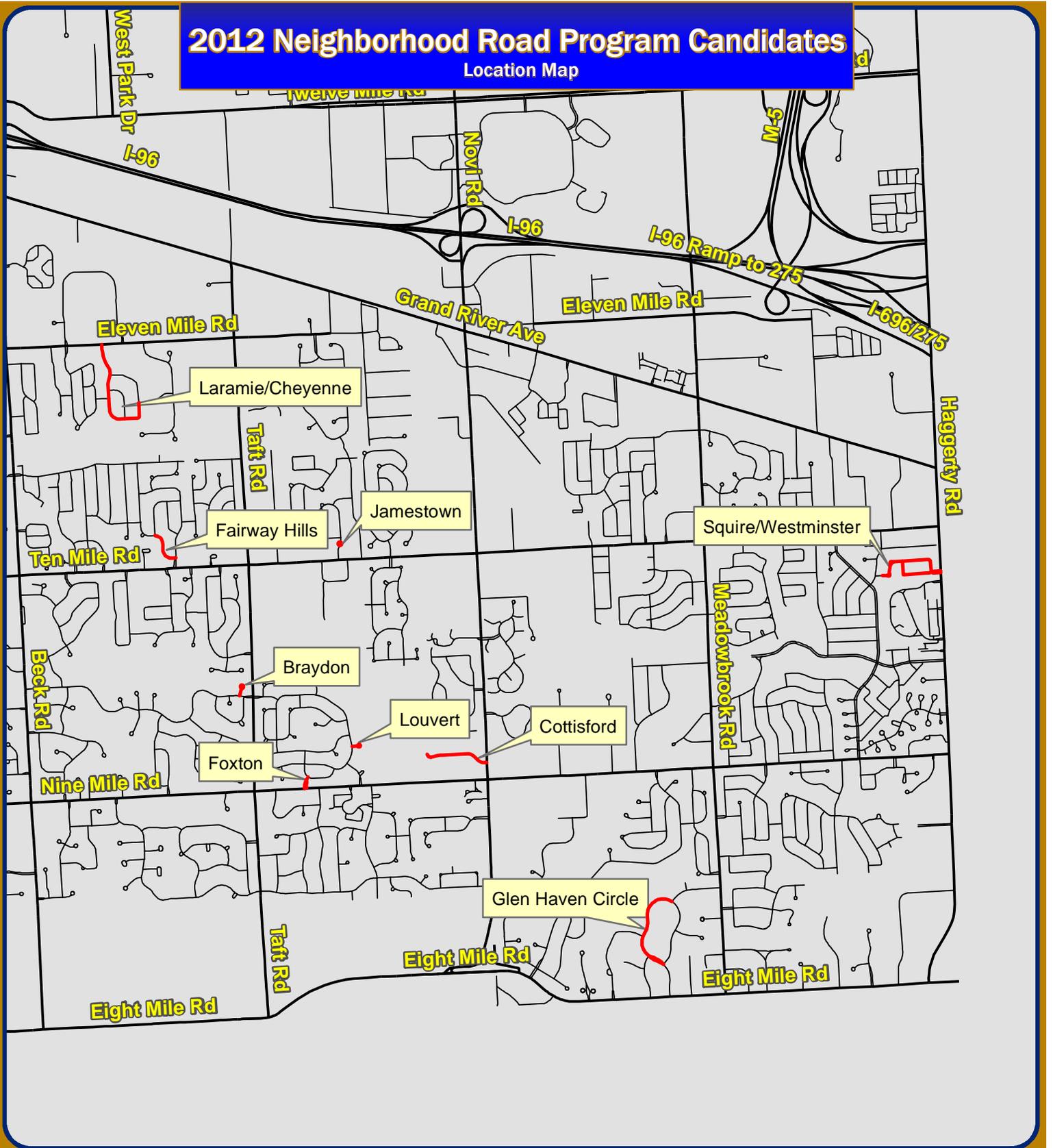
RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with Orchard, Hiltz & McCliment, Inc. for construction engineering services related to the 2012 Neighborhood Road Program, in the amount of \$93,037.

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

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

2012 Neighborhood Road Program Candidates

Location Map



Map Author: Croy
 Date: 5/17/12
 Project: 2012 Neighborhood Roads
 Version #: v1.1



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

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.



1 inch = 3,040 feet

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

2012 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 November 9, 2009 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 \$53,678, which is 5.3% of the awarded construction cost (\$1,012,788) 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 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 _____.

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: _____