



# CITY of NOVI CITY COUNCIL

**Agenda Item K  
June 18, 2012**

**SUBJECT:** Approval to award an amendment to the engineering services contract for construction engineering services related to the Nine Mile Road Rehabilitation - Beck to Taft project to Orchard, Hiltz & McCliment, Inc. in the amount of \$48,750.

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

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

<b>EXPENDITURE REQUIRED</b>	<b>\$ 48,750</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 58,520</b>
<b>LINE ITEM NUMBER</b>	<b>202-202.00-805.654</b>

## BACKGROUND INFORMATION:

The City of Novi was awarded \$137,600 in Federal funding through the Surface Transportation Program for the rehabilitation of Nine Mile Road from Beck Road to Taft Road. The attached map shows the location of the project, which consists of the repair and repaving of the existing roadway with a limited amount of curb and gutter replacement. The project will also improve pathway ramps for compliance with the Americans with Disabilities Act (ADA), and improve the mid-block crossing near Galway Drive and Thornton Creek Elementary. As a Federally funded project, the Michigan Department of Transportation (MDOT) is responsible for administering the construction of the project on Novi's behalf. A cost participation agreement with MDOT was approved by City Council on May 21, 2012 and established a construction budget of \$597,400, of which \$380,000 is Federally funded and \$217,400 is to be funded by the City of Novi.

The construction phase engineering fees are paid directly by the City under this agreement. MDOT opened bids for this project on June 1, 2012, and the engineering fees are being calculated based on the bid price of the low bidder. The fee is 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 day from Exhibit B of the consultant's agreement that is then multiplied by the estimated number of inspection days. Estimated inspection days are used for this project because, as a Federally funded project, the project is administered by MDOT, which does not allow the use of crew days (i.e. where the contractor provides the number of working days expected). The construction phase fees for this project include a contract administration fee of \$24,149.75 (4.0% of the \$603,743.71 construction bid) and an inspection fee of \$24,600 (\$615 per inspection day, multiplied by the estimated 40 days included in the contract's Progress Clause) for a total fee of \$48,749.75.

It is anticipated that MDOT will award the project in July 2012 with substantial completion of the project in fall 2012.

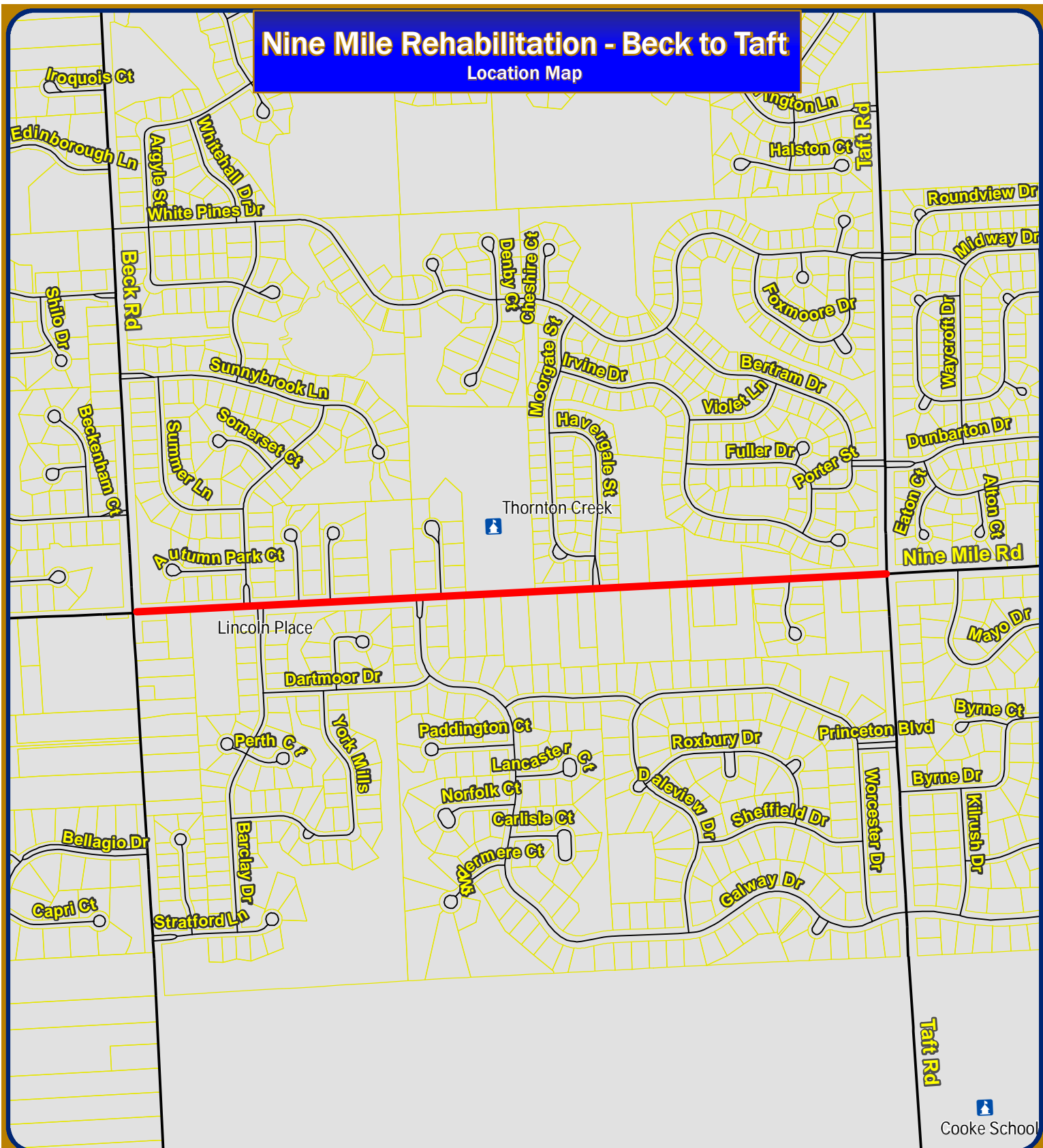
**RECOMMENDED ACTION:** Approval to award an amendment to the engineering services contract for construction engineering services related to the Nine Mile Road Rehabilitation - Beck to Taft project to Orchard, Hiltz & McCliment, Inc. in the amount of \$48,750.

	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				

# Nine Mile Rehabilitation - Beck to Taft

Location Map



Map Author: Croy  
Date: 6/11/12  
Project: Nine Mile- Beck to Taft  
Version #: v1.0

#### 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.



Feet

0 180 360 720 1,080 1,440

1 inch = 900 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**

**NINE MILE ROAD REPAVING (BECK ROAD TO TAFT ROAD)**

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 \$24,149.75, which is 4.0% of the awarded construction cost (\$603,743.71) as indicated on the Design and Construction Engineering Fee Curve. 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: \_\_\_\_\_