



CITY of NOVI CITY COUNCIL

Agenda Item L
September 13, 2010

SUBJECT: Approval to award an amendment to the engineering services contract for construction engineering services related to the 2010 Pressure Reducing Valve Replacement project (Ten Mile Road near CSX Railroad and Grand River near Main Street) to Orchard, Hiltz & McCliment, Inc. (OHM), for a not-to-exceed fee of \$20,250.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division ^{R-14} B^{TC}

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$20,250
AMOUNT INCLUDED IN CIP	\$290,000 (Engineering and Construction)
LINE ITEM NUMBER	592-592.00-160.025

BACKGROUND INFORMATION:

This project includes upgrades to two pressure reducing valves (PRV): one is located on Grand River Avenue east of Main Street, and the other is located on Ten Mile Road at the CSX railroad. The city's water distribution system contains multiple pressure districts based on the ground elevations within the City, and there are PRVs at seven locations in the water distribution system to regulate the water pressure between the districts to provide water customers with acceptable water pressure. These two PRVs were initially installed in the early 1980s, and both have reached their useful life expectancy (both valves are failing, and the Grand River PRV vault is failing). The upgrades include the replacement of the valve and other equipment, safety improvements, and improved access to each site. A location map has been enclosed for reference.

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 that is then multiplied by the number of days of inspection bid by the contractor. The construction phase fees for this project include a contract administration fee of \$11,025 (7.00% of the \$157,500 construction bid) and an inspection fee of \$9,225 (\$615 per crew day, multiplied by the 15 days provided in the contractor's bid) for a total not-to-exceed fee of \$20,250.

The construction contract award for this project is also being considered elsewhere on this agenda. Construction is scheduled to begin in October 2010 and completion is anticipated by November 2010.

RECOMMENDED ACTION: Approval to award an amendment to the engineering services contract for construction engineering services related to the 2010 Pressure Reducing Valve Replacement project (Ten Mile Road near CSX Railroad and Grand River near Main Street) to Orchard, Hiltz & McCliment, Inc. (OHM), for a not-to-exceed fee of \$20,250.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Crawford				
Council Member Fischer				

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

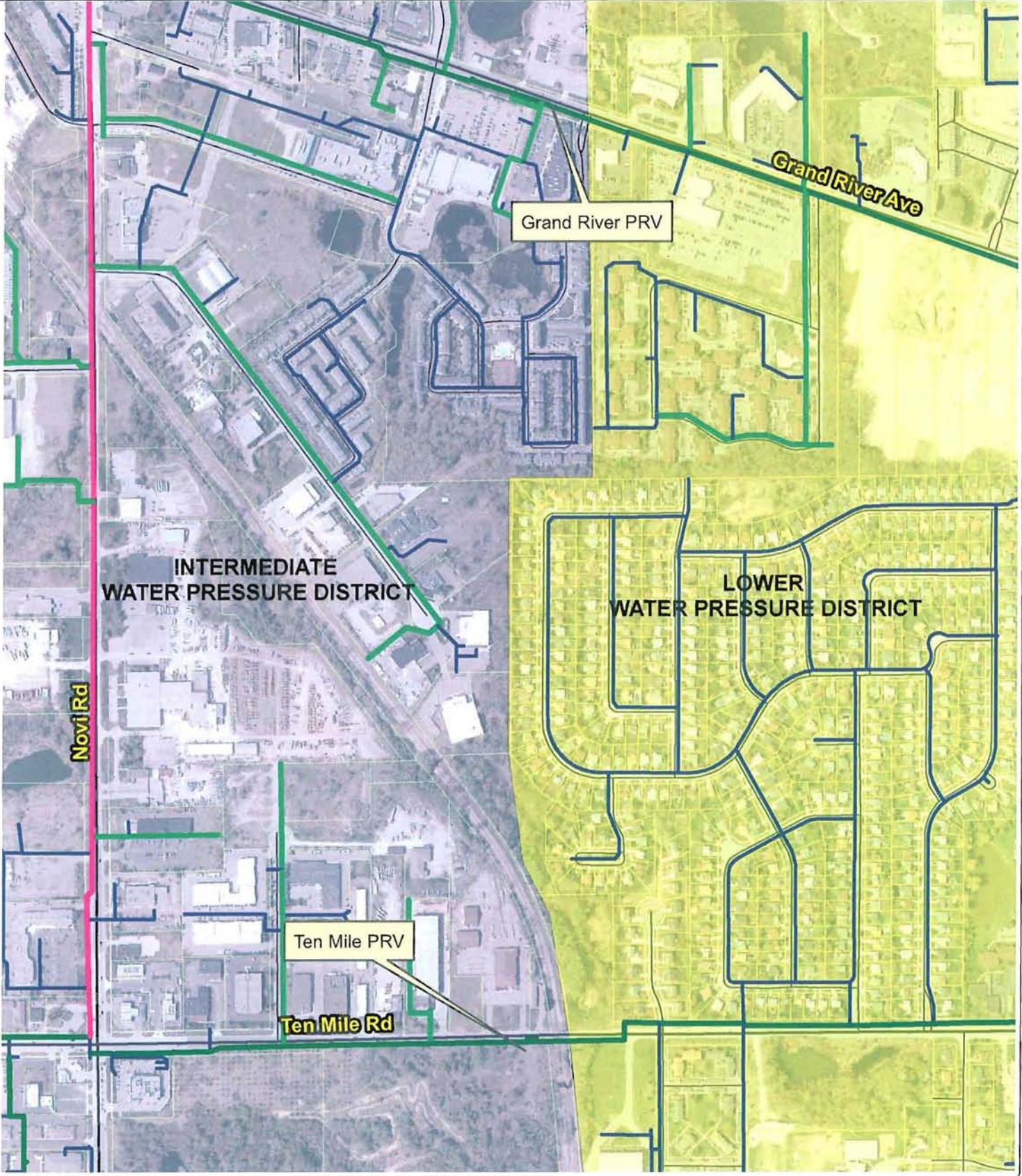
MAP INTERPRETATION NOTICE

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.



0 87.5 175 350 525 700
Feet

2010 PRESSURE REDUCING VALVE UPGRADES Grand River and Ten Mile Vaults



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

**GRAND RIVER AND TEN MILE ROAD PRESSURE
REDUCING VALVE REPLACEMENT PROJECT**

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. *Unchanged*

c. 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 \$11,025, which is 7.00% of the awarded construction cost (\$157,500) 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: Vytautas P. Kaunelis, P.E.
Its: Principal

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: _____