



CITY of NOVI CITY COUNCIL

Agenda Item F
May 9, 2016

SUBJECT: Approval to award an amendment to the engineering services agreement with OHM Advisors for construction engineering services for the Library Entrance Widening in the amount of \$15,261.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 15,261
AMOUNT BUDGETED	\$ 101,200
LINE ITEM NUMBER	101-442.10-981.001

BACKGROUND INFORMATION:

This project involves the widening of the Novi Public Library's Ten Mile entrance from two lanes to three lanes to help improve traffic flow at this intersection. A second exiting lane will be provided so one lane can be dedicated to left turns and the other to right turns exiting the library parking lot.

The project was bid as a base bid and one alternate. The base bid includes the entrance widening with the alternative bid including the entrance widening and reconstruction of the existing entrance to correct some areas of failing pavement. The alternate was included to give flexibility at the time of award to accommodate varying levels of available funding. The Library and City staff recommend awarding the alternative bid based on the availability of funding for this project.

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 \$6,301 (8.0% of the \$78,760 construction base bid) and an inspection fee of \$8,960 (\$640 per crew day, multiplied by the 14 days provided in the contractor's bid) for a total fee of \$15,261. A budget amendment for this project is included with the construction award elsewhere on this agenda.

Construction of the project will commence this summer after the end of the school year with completion anticipated before the start of school in fall of 2016.

RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with OHM Advisors for construction engineering services for the Library Entrance Widening in the amount of \$15,261.

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

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

NOVI PUBLIC LIBRARY ENTRANCE WIDENING

Location Map



Map Author: Croy
Date: 8/3/15
Project: Library Entrance Widening
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.



1 inch = 250 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**

NOVI PUBLIC LIBRARY ENTRANCE IMPROVEMENTS

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 August 18, 2015 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 \$6,301 which is 8.0% of the awarded construction cost (\$78,760) 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 _____.

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: _____