

## CITY of NOVI CITY COUNCIL

Agenda Item F June 6, 2016

**SUBJECT:** Approval to award an amendment to the engineering services agreement with OHM Advisors for construction engineering services for Karim Boulevard Reconstruction project in the amount of \$87,131.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division 870

C74

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$ 87,131	
AMOUNT BUDGETED	\$180,695	
LINE ITEM NUMBER	202-202.00-805.163	

#### **BACKGROUND INFORMATION:**

This project involves the reconstruction of Karim Boulevard between Grand River and Ten Mile. The pavement is in poor condition (PASER 2), requiring reconstruction to replace the pavement and improve drainage along the roadway. The project will include the construction of the existing sidewalk gaps along the west side of Karim Boulevard with the base bid with alternative 1 to complete sidewalks on the east side of Karim Boulevard.

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 \$47,451 (6.4% of the \$741,419.80 construction bid) and an inspection fee of \$39,680 (\$640 per crew day, multiplied by the 62 days provided in the contractor's bid) for a total fee of \$87,131. These values are based off of awarding both the base bid and alternative 1 for construction.

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 fall.

**RECOMMENDED ACTION:** Approval to award an amendment to the engineering services agreement with OHM Advisors for construction engineering services for Karim Boulevard Reconstruction project in the amount of \$87,131.

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

	1	2	Υ	Z
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				





# FIRST AMENDMENT TO THE SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT

#### KARIM BOULEVARD RECONSTRUCTION

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:

<u>Section 2. Payment for Professional Engineering Services.</u> 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 \$49,990 which is 6.4% of the awarded construction cost (\$781,099.80) 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.

WITN	NESSES		Orchard, Hiltz & McCliment, Inc.
			By: Its:
	The foregoing	was acknowled	lged before me this day of
20	_, by	on behalf _	
			Notary Public County, Michigan My Commission Expires:
WITNESSES			CITY OF NOVI
	The foregoing	was acknowled	By: Its:  Iged before me this day of
20	_, by	on behalf o	of the City of Novi.
			Notary Public Oakland County, Michigan My Commission Expires: