



# CITY of NOVI CITY COUNCIL

**Agenda Item H  
August 13, 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 Parking Lot Improvements project at Novi Ice Arena (access drive and parking lot), Ella Mae Power Park (access drive and south parking lot), Fire Station 1, and Police Headquarters (east parking lot) in the amount of \$83,727.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *BTC*  
 Parks, Recreation and Cultural Services  
 Department of Public Safety

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

<b>EXPENDITURE REQUIRED</b>	\$ 9,519 (Ice Arena Access Drive) \$22,498 (Ice Arena Parking Lot) \$32,125 (Ella Mae Power Park) \$ 6,009 (Fire Station 1 Parking Lot) <u>\$13,576 (Police Station East Parking Lot)</u> <b>\$83,727 TOTAL</b>
<b>AMOUNT BUDGETED</b>	\$ 66,000 (Ice Arena Access Drive for FY 2011-12, will be included in FY 2012-13 roll over budget amendment) \$ 250,000 (Ice Arena Parking Lot) \$ 310,000 (Ella Mae Power Park) \$ 86,642 (Fire Station 1 Parking Lot) <u>\$ 116,700 (Police Station East Parking Lot)</u> <b>\$ 829,342 TOTAL</b>
<b>LINE ITEM NUMBER</b>	204-204.00-865.643 (Ice Arena Access Drive) 590-000.00-158.000 (Ice Arena Parking Lot) 208-691.00-974.094 (Ella Mae Power Park) 101-337.00-971.100 (Fire Station 1 Parking Lot) 101-301.00-971.100 (Police Station East Parking Lot)

**BACKGROUND INFORMATION:**

This project contains multiple parking lot and access drive projects funded by various sources in both FY11-12 and FY12-13. The project includes the rehabilitation of nine city parking lots: Novi Ice Arena (includes access drive), Ella Mae Power Park, Police Station (east and west lot), Fire Stations 1-4, and the CEMS lot. It was determined during the design phase that the project costs would likely exceed the budgeted amount and that some work would be phased and completed in a future year. The rehabilitation for all nine parking lots was bid together since there is similar work involved at each location. The rehabilitation methods to be used range from complete pavement removal and replacement to minor patching and repairs. Drainage improvements will also be completed in some locations where appropriate.

The construction phase engineering fees are determined using two components: 1) the contract administration fee, which is based on OHM's proposal, 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 \$49,902 (6.1% of the \$818,066 construction bid) and an inspection fee of \$33,825 (\$615 per crew day, multiplied by the 55 days provided in the contractor's bid) for a total fee of \$83,727.

The construction contract award is proposed for consideration elsewhere on this agenda. Construction is scheduled to begin in September 2012 and completion is anticipated this construction season.

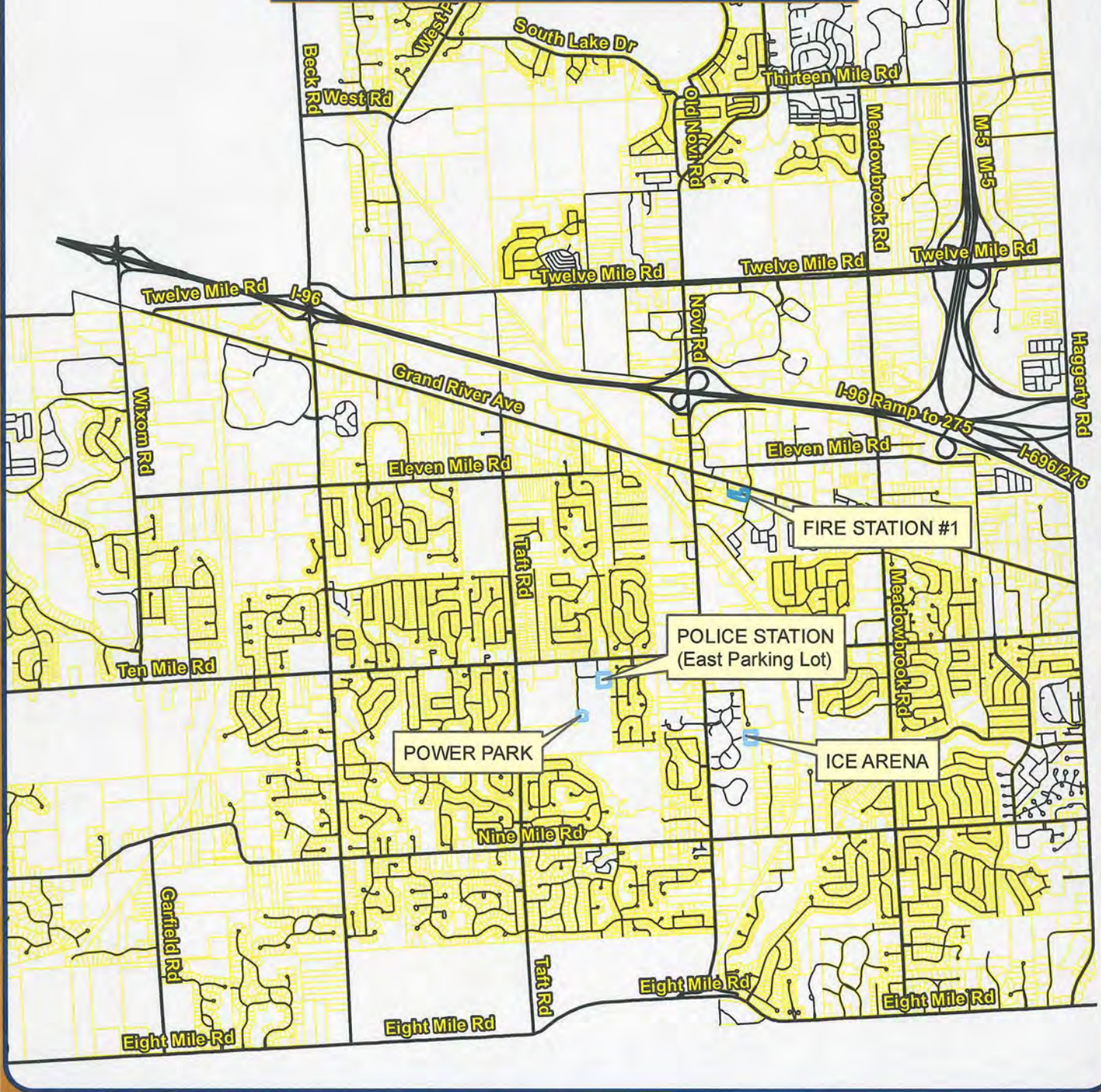
**RECOMMENDED ACTION:** Approval to award an amendment to the engineering services agreement with Orchard, Hiltz & McCliment, Inc. for construction engineering services related to the 2012 Parking Lot Improvements project at Novi Ice Arena, Ella Mae Power Park, Fire Station 1, and Police Headquarters in the amount of \$83,727.

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

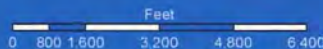
	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Wrobel				

# 2012 PARKING LOT IMPROVEMENTS Recommended Locations

Location Map



Map Author: Croy  
 Date: 8/6/12  
 Project: Parking Lot Improvements 2012  
 Version #: v1.3



1 inch = 4,000 feet

**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.



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

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

**2012 PARKING LOT 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 May 7, 2012 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 \$49,902, which is 6.1% of the awarded construction cost (\$818,065) 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:

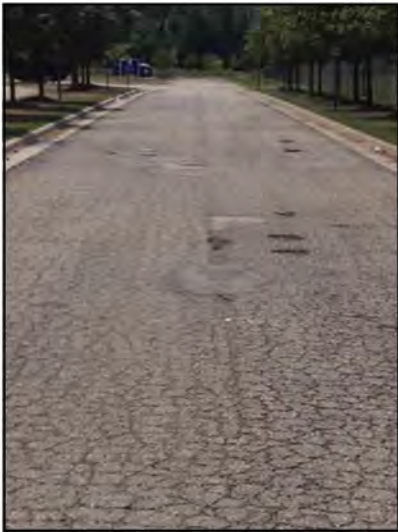
The foregoing \_\_\_\_\_ was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20 \_\_, by \_\_\_\_\_ on behalf of the City of Novi.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

# Ice Arena Drive & Parking Lot



# Power Park Access Drive & Parking Lot





**Police – Back Lot  
1 of 5**



**Police – Back Lot  
2 of 5**



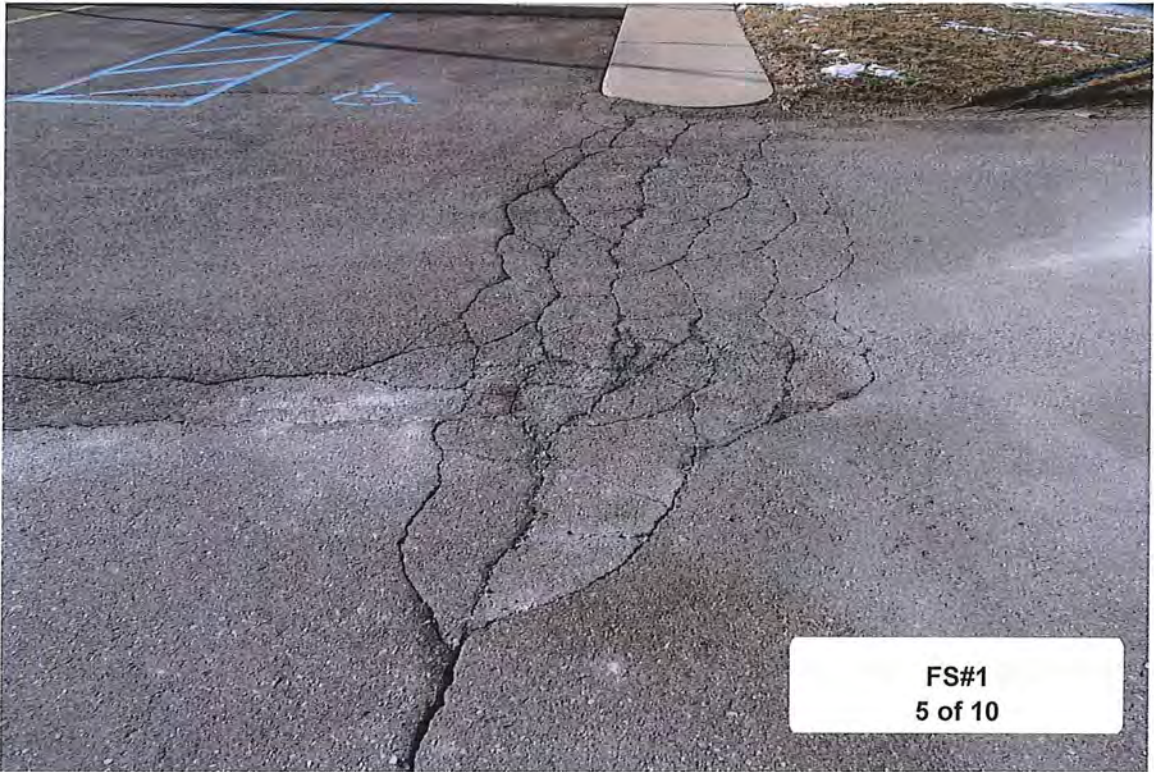




**Police – Back Lot**  
**5 of 5**











**FS#1**  
**9 of 10**



**FS#1**  
**10 of 10**