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## CITY of NOVI CITY COUNCIL

Agenda Item H  
September 27, 2010

**SUBJECT:** Approval to award an amendment to the engineering services contract for construction engineering services related to 2010 Capital Preventative Maintenance - Major Roads Phase 2, to URS Corporation, for a not-to-exceed fee of \$25,802.

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

**CITY MANAGER APPROVAL:** *Clay / mmp*

EXPENDITURE REQUIRED	\$25,802
AMOUNT BUDGETED	\$200,000 (Design and Construction)
LINE ITEM NUMBER	202-202.00-866.500 Major Road CPM

### BACKGROUND INFORMATION:

The second phase of the proposed 2010 Roadway Capital Preventative Maintenance Program includes the repair of four City major road segments. This project includes multiple CPM treatment methods which were determined during the design process based on our asset management approach, and designed to extend the life of the City's roads in the most cost-effective manner.

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 \$8,582 (5.5% of \$156,025 construction bid) and an inspection fee of \$17,220 (\$615 per crew day, multiplied by the 28 days provided in the contractor's bid) for a total not-to-exceed fee of \$25,802.

The construction contract award 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 2010 Capital Preventative Maintenance - Major Roads Phase 2, to URS Corporation, for a not-to-exceed fee of \$25,802.

	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**

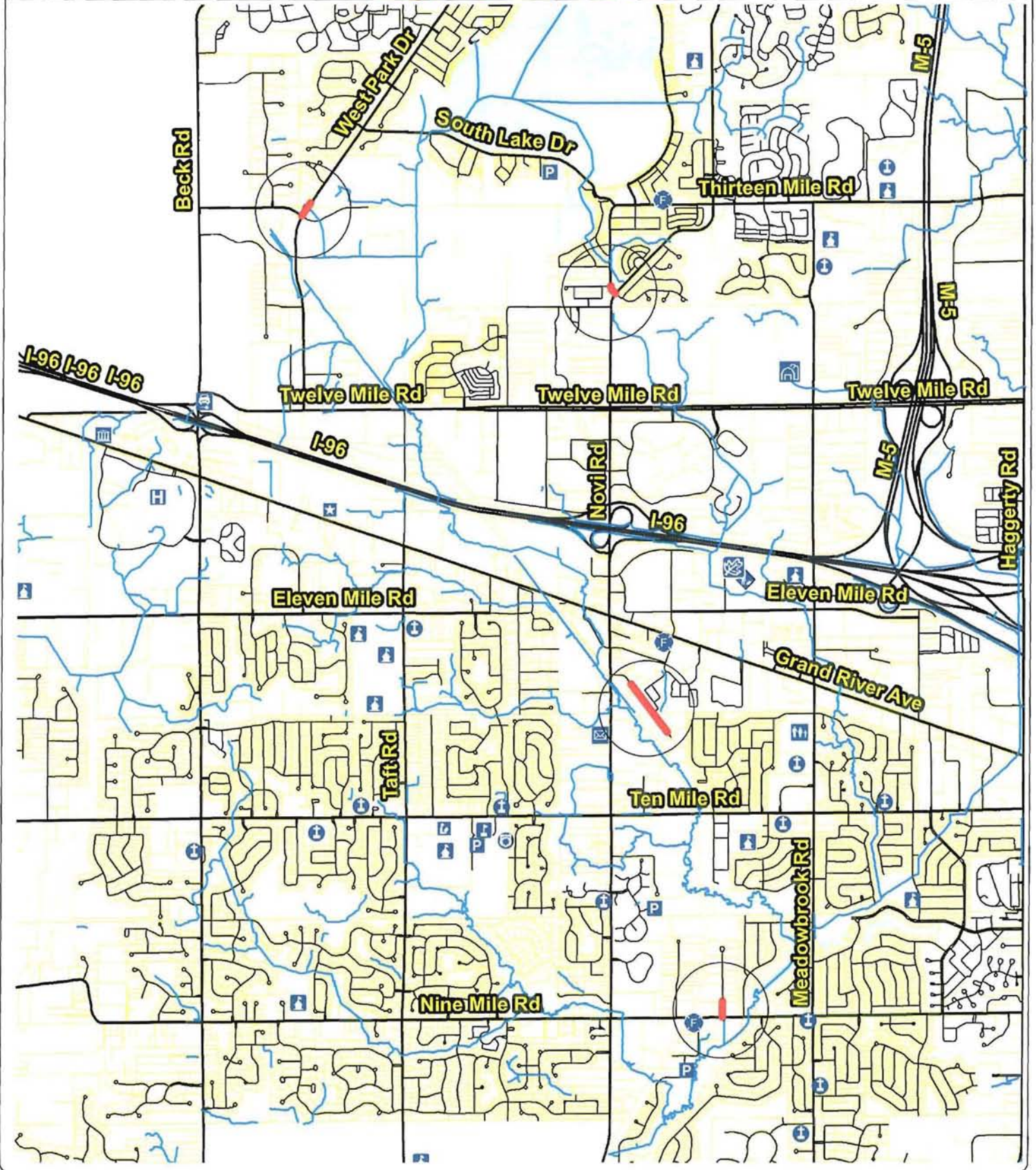
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor or 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



0 460 920 1,840 2,760 3,680  
Feet

## 2010 Capital Preventative Maintenance Major Roads Phase 2



Except as specifically set forth in this First Amendment, the Supplemental Professional Engineering Services Agreement remains in full force and effect.

WITNESSES

URS Corporation – Great Lakes

\_\_\_\_\_  
\_\_\_\_\_

By: Jan M. Hauser  
Its: Vice President

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: \_\_\_\_\_

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

**2010 CAPITAL PREVENTATIVE MAINTENANCE  
MAJOR ROADS PHASE 2**

First Amended Agreement between the City of Novi, 45175 W. Ten Mile Road, Novi, MI 48375-3024, hereafter, "City," and URS Corporation – Great Lakes, whose address is 27777 Franklin Road, Suite 2000, Southfield, MI 48034, 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, 2010 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 \$8,582, which is 5.5% of the awarded construction cost (\$156,025) 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*