



CITY of NOVI CITY COUNCIL

Agenda Item C
May 21, 2012

SUBJECT: Approval to award an amendment to the engineering services agreement with URS Corporation for construction engineering services related to the West Oaks Area Roadways (including West Oaks Drive, S. Karevich Drive and Fountain Walk Drive) and Ten Mile Road Pathway Project, in the amount of \$85,081.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 32,282.15 (West Oaks Drive) \$ 16,295.75 (Fountain Walk Drive) \$ 27,132.29 (South Karevich Drive) \$ 9,371.64 (Ten Mile Pathway) \$ 85,081.43 TOTAL
AMOUNT BUDGETED	\$ 46,100.00 (West Oaks Drive) \$ 31,000.00 (Fountain Walk Drive) \$ 27,180.00 (South Karevich Drive) \$ 8,300.00 (Ten Mile Pathway) \$ 112,580.00 TOTAL
APPROPRIATION REQUIRED	\$ 11,040 (Major Street Fund) \$ 13,000 (Local Street Fund) \$ 49,740 (Municipal Street Fund) \$ 73,780 TOTAL (see budget amendment 2012-4)
LINE ITEM NUMBER	202-202.00-805.459 (West Oaks Drive) 202-202.00-805.458 (Fountain Walk Drive) 203-203.00-805.565 (South Karevich Drive) 204-204.00-974.417 (Ten Mile Pathway)

BACKGROUND INFORMATION:

This project involves the rehabilitation of West Oaks Drive from Novi Road to Donelson Drive, rehabilitation and partial reconstruction of Fountain Walk Drive from Donelson Drive to the recently reconstructed westbound I-96 entrance ramp, and the rehabilitation and partial reconstruction public portion of S. Karevich Drive (formerly known as Sheraton Drive) from West Oaks Drive to the Crown Plaza property limits (see attached location map). The three road projects have been combined into a single project due to their close proximity so that construction activities can be coordinated to minimize traffic impacts.

A traffic study was completed as part of the design phase and recommended restriping and minor widening of West Oaks Drive to improve turning movements and to alleviate congestion. The rehabilitation will include the recommendations from the traffic study as well as the mill and overlay, aggregate base repairs, curb repair/replacement of the roads. The construction award for this project is proposed for consideration elsewhere on this agenda.

During the design phase, it was determined that the addition of an 8-foot wide pathway between South Karevich Drive and Novi Road from West Oaks Drive south to the I-96 on-ramp would be appropriate to construct now in anticipation of a future project involving a potential pedestrian crossing of I-96 over the Novi Road Bridge, which was discussed and approved in concept by Road Commission for Oakland County and Michigan Department of Transportation.

This project also includes the Ten Mile Pathway project, which is the construction of a pathway segment along the north side of Ten Mile between Catherine Industrial Road and the CSX Railroad and includes the crossing of the railroad tracks. Once completed, a continuous non-motorized route will exist between Novi Road and Haggerty Road along the north side of Ten Mile.

The Ten Mile Pathway project was combined with the West Oaks area improvements because they were on similar construction schedules and both were designed by URS. The combination of these two projects, along with the initial combination of all the West Oaks area improvement, has most likely resulted in some cost savings in the construction phase for these projects.

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 \$31,261.63 (5.17% of the \$489,936.05 construction bid for road improvements plus 8.0% of the \$74,149.25 construction bid for Novi Road and Ten Mile Road sidewalk improvements) and an inspection fee of \$47,355.00 (\$615 per crew day, multiplied by the 77 days provided in the contractor's bid) for a total fee of \$78,616.63. The total fee for URS, including the \$6,464.80 for the Novi Road Pathway design, is \$85,081.43.

Construction is scheduled to begin in summer 2012 and completion is anticipated by fall 2012.

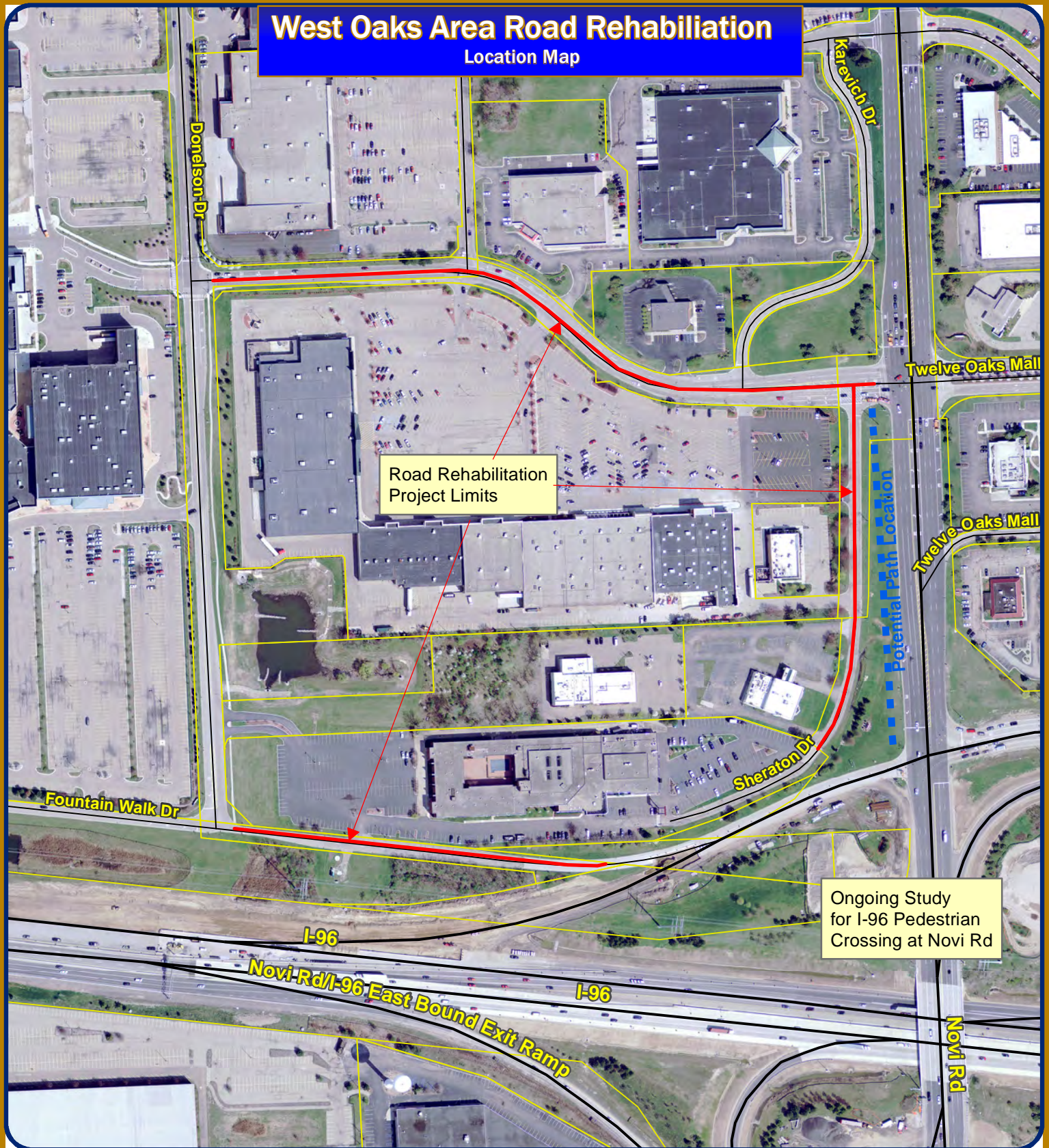
RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with URS Corporation for construction engineering services related to the West Oaks Area Roadways (including West Oaks Drive, S. Karevich Drive and Fountain Walk Drive) and Ten Mile Road Pathway Project, in the amount of \$85,081.

	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				

West Oaks Area Road Rehabilitation

Location Map



Road Rehabilitation Project Limits

Ongoing Study for I-96 Pedestrian Crossing at Novi Rd

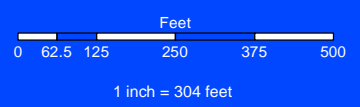
Map Author: Croy
 Date: 11/7/11
 Project: West Oaks Area Road Rehab
 Version #: v1.0

Map Legend	
Road Centerline	Major Roads
Type of Route	Minor Roads
	TaxParcel/BSA



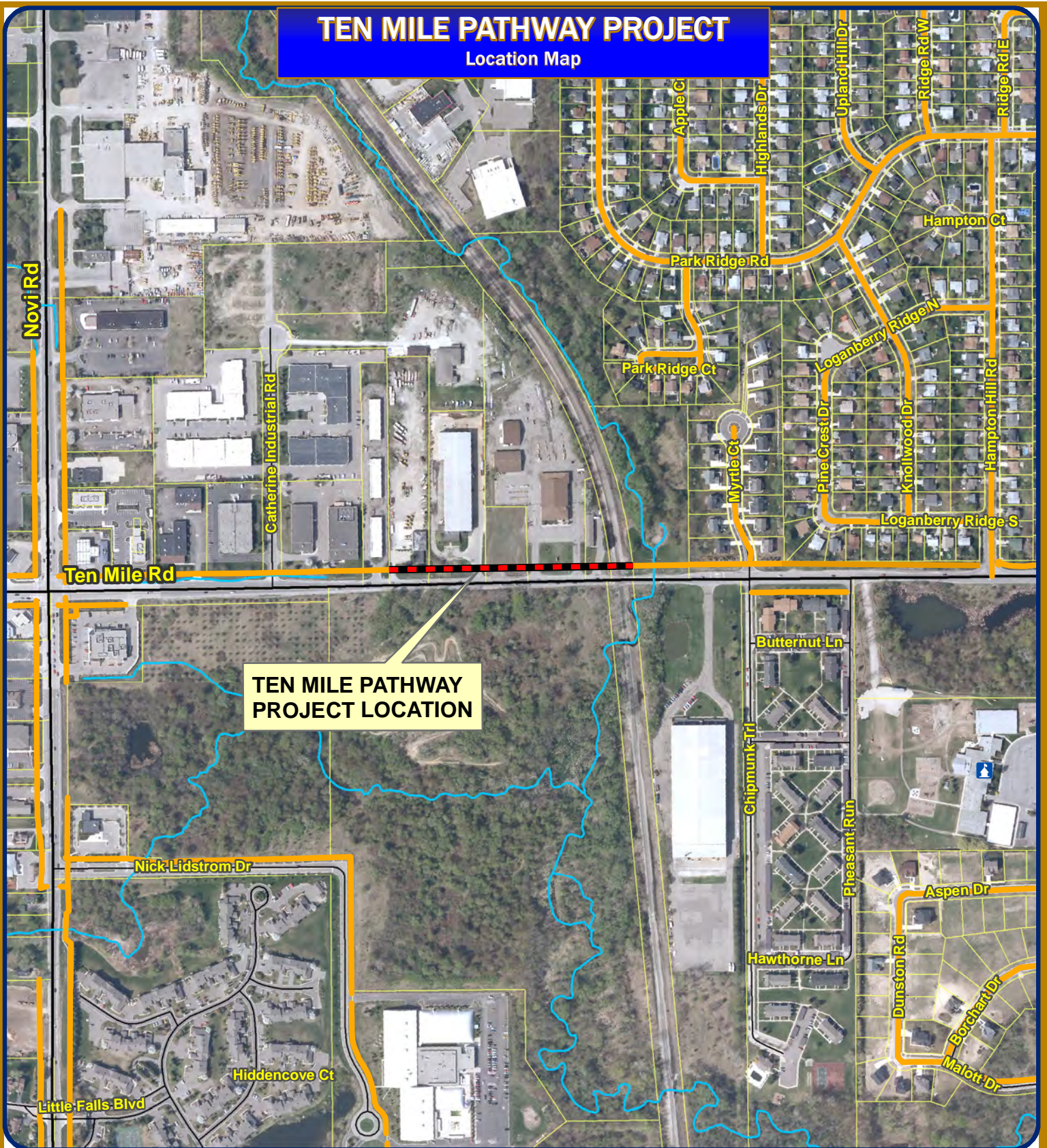
City of Novi
 Engineering Division
 Department of Public Services
 26300 Delwal Drive
 Novi, MI 48375
 cityofnovi.org

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.



TEN MILE PATHWAY PROJECT

Location Map



Map Author: Croy
 Date: 4/30/12
 Project: 10 Mile Path (2011 Pathway Program)
 Version #: 2.0

Map Legend

— Existing Pathways



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



1 inch = 500 feet

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

**REHABILITATION OF WEST OAKS DRIVE,
SHERATON DRIVE, AND FOUNTAIN WALK DRIVE**

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 \$28,040.39, which is 8.0% of the awarded construction cost for the pathway (\$33,883.75) plus 5.17% of the awarded construction cost for the road improvements (\$489,936.05) as indicated on the Design and Construction Engineering Fee Curve. [Note: The contract administration fee for the road improvements was calculated based upon the lengths of rehabilitation and reconstruction work for the project, in which 78% rehabilitation (4.5% design fee) and 22% reconstruction (6.5% design fee) was assumed.]

ii. 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

URS Corporation – Great Lakes

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: _____

DRAFT

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

**TEN MILE ROAD PATHWAY
CATHERINE INDUSTRIAL TO CSX**

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 \$3,221.24, which is 8.0% of the awarded construction cost (\$40,265.50) as indicated on the Design and Construction Engineering Fee Curve.

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.

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_____ County, Michigan
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WITNESSES

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By:
Its:

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20____, by _____ on behalf of the City of Novi.

Notary Public
Oakland County, Michigan
My Commission Expires: _____