



CITY of NOVI CITY COUNCIL

Agenda Item L
July 23, 2012

SUBJECT: Approval to award an amendment to the engineering services agreement with URS Corporation for construction engineering services related to the Garfield Road Water Main Extension project (Contract A), in the amount of \$54,969.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 54,969.45
AMOUNT INCLUDED IN CIP	\$ 675,244.00
LINE ITEM NUMBER	592-592.00-160.622

BACKGROUND INFORMATION:

This project includes the construction of approximately 3,600 LF of 12-inch water main along Garfield Road from Nine Mile to future Chianti Drive. This project, in conjunction with water main construction as part of the second phase of Tuscany Reserve, provides essential water main looping required for enhancing system reliability in Sections 29 and 32, and was recommended by the 2008 Water Distribution Study and Master Plan. As shown on the attached location map, the existing water mains serving Nine Mile Road and the developments along Eight Mile Road near Beck Road are long dead-end mains that are not looped. Water main loops provide redundancy in the event of service interruption and additional flow to maintain pressures in a service area. This water main loop will alleviate pressure concerns in this area, which in the past have decreased below the recommended 40 psi during peak demand periods. The project will also provide the necessary redundancy to maintain service to customers in the event of a water main failure in this part of the system by back-feeding affected areas.

The water main for the entire Tuscany Reserve development was designed and approved in 2006, but was later split into two phases, and only Phase I has been built. Per the agreement approved at the October 4, 2011 City Council meeting regarding the extension of water main through Phase II of Tuscany Reserve, the City has the option to construct this portion of the water main in the event the developer is not ready to complete the extension independently at the time the City's project is under way. The agreement would require the developer to pay the actual cost for the water main construction in Phase II. To prepare for the potential addition of the Tuscany work to the Garfield Road extension (Contract A), bids were also solicited for the Tuscany portion (Contract B). Although it is not being recommended for award at this time, Contract B work could be added to the project in the future, if needed.

A public information meeting was held on May 17, 2012 to allow residents in the area an opportunity to discuss the project. Four residents attended the meeting, and all were in favor of the 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 \$32,214.45 (6.00% of the \$536,907.50 construction bid) and an inspection fee of \$22,755 (\$615 per crew day, multiplied by the 37 days provided in the contractor's bid) for a total fee of \$54,969.45.

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 Garfield Road Water Main Extension project (Contract A), in the amount of \$54,969.

	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				

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

GARFIELD ROAD WATER MAIN

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 December 20, 2011 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 \$32,214.45, which is 6.0% of the awarded construction cost for the project (\$536,907.50) as indicated on the Design and Construction Engineering Fee Curve.

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: _____

Garfield Road Water Main Extension

Location Map



Map Author: Croy
 Date: 7/16/12
 Project: Garfield WM
 Version #: v2.0

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.

Map Legend

water_mains	
	8
	12
	16



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



1 inch = 850 feet