



## CITY of NOVI CITY COUNCIL

**Agenda Item C**  
**July 25, 2016**

**SUBJECT:** Approval to award an amendment to the engineering services agreement with URS Corporation for construction engineering services for the 2016 Neighborhood Road Program—Contract 2 (Concrete) and Fire Station 4 Parking Lot Rehabilitation in the amount of \$87,036.

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

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

<b>EXPENDITURE REQUIRED</b>	<b>\$ 7,931 (Fire Station 4)</b> <b>\$ 79,105 (2016 Neighborhood Roads)</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 103,374 (Fire Station 4)</b> <b>\$ 215,000 (2016 Neighborhood Roads)</b>
<b>LINE ITEM NUMBER</b>	<b>101-442.10-981.002 (Fire Station 4)</b> <b>203-203.00-805.436 (2016 Neighborhood Roads)</b>

### BACKGROUND INFORMATION:

Each year, the City of Novi selects residential streets for reconstruction, repaving, repair, and/or rehabilitation based on PASER ratings, staff's field observations and resident concerns. City staff worked with our consultant, URS Corporation (AECOM), to develop a list of streets for the 2016 program. Contract 2 (Concrete) includes rehabilitation and reconstruction of select segments of Apple Crest Drive, Ridge Road East, Ridge Road West and Upland Drive in the Meadowbrook Glens Subdivision. The Fire Station 4 Parking Lot Rehabilitation was included with this contract to obtain lower unit prices based on economies of scale for an otherwise small project. Improvements to the Fire Station 4 Parking Lot will include joint sealing and intermittent concrete pavement repairs.

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 \$51,196 (6.0% of the \$853,264 construction bid) and an inspection fee of \$35,840 (\$640 per crew day, multiplied by the 56 days provided in the contractor's bid) for a total fee of \$87,036.

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 URS Corporation for construction engineering services for the 2016 Neighborhood Road Program—Contract 2 (Concrete) and Fire Station 4 Parking Lot Rehabilitation in the amount of \$87,036.

	1	2	Y	N
<b>Mayor Gatt</b>				
<b>Mayor Pro Tem Staudt</b>				
<b>Council Member Burke</b>				
<b>Council Member Casey</b>				

	1	2	Y	N
<b>Council Member Markham</b>				
<b>Council Member Mutch</b>				
<b>Council Member Wrobel</b>				



# 2016 Neighborhood Road Program

Contract 2 Location Map

Ridge Road West

Ridge Road East

Upland Hill Drive

Apple Crest Drive

Ten Mile Rd

Meadowbrook Rd

Map Author: A. Wayne  
Date: May 4, 2016  
Project:  
Version #:

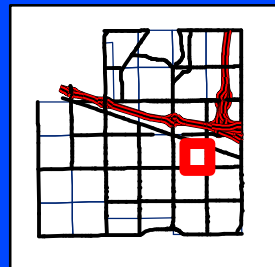
Amended By:  
Date:  
Department:

#### 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

2016 NRP Contract 2 - Concrete



City of Novi

Engineering Division  
Department of Public Services  
26300 Lee BeGole Drive  
Novi, MI 48375  
cityofnovi.org

0 100 200 400 600  
Feet

1 inch = 492 feet





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

**2016 NEIGHBORHOOD ROADS PROGRAM**

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 February 1, 2016 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 \$25,355 which is 7% of the awarded construction cost (\$362,215) for Contract 1 and \$51,196 which is 76% of the awarded construction cost (\$853,264) for Contract 2, totaling in the amount of 76,551 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.

WITNESSES

URS Corporation—Great Lakes

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\_\_\_\_\_

\_\_\_\_\_

By:

Its:

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

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

WITNESSES

CITY OF NOVI

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: Robert J. Gatt

Its: Mayor

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: \_\_\_\_\_