



CITY of NOVI CITY COUNCIL

Agenda Item 3
April 10, 2017

SUBJECT: Approval to award an amendment to the engineering services agreement with URS Corporation – Great Lakes for construction engineering services for the Beck Road Rehabilitation project (from 8 to 9 Mile Roads) in the amount of \$131,084.15.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division GDM

CITY MANAGER APPROVAL: PA

EXPENDITURE REQUIRED	\$ 131,084.15
AMOUNT BUDGETED	\$ 175,300
LINE ITEM NUMBER	202-202.00-865.160

BACKGROUND INFORMATION:

The segment of Beck Road between Eight Mile and Nine Mile is in poor condition and has a PASER rating of 2, requiring extensive rehabilitation. Engineering staff was successful in obtaining a Federal grant to rehabilitate this segment of roadway in 2012. The grant will cover up to \$245,745 or 18.15% of the construction cost for the project (whichever is the lesser). This project involves milling the existing pavement surface and placing a five-inch asphalt overlay in addition to adding 5-foot wide shoulders for non-motorized transportation. Isolated areas may also require additional repairs due to structural failure. The condition of the pavement has deteriorated rapidly since the initial estimate was created for the 2012 grant application, thus the construction estimate was increased from \$450,000 to just over \$1,400,000. This new estimate was found to be close to the ultimate bid award of \$1,353,968 (with a budgeted amount of \$1,500,000 in the FY 2017-18 budget).

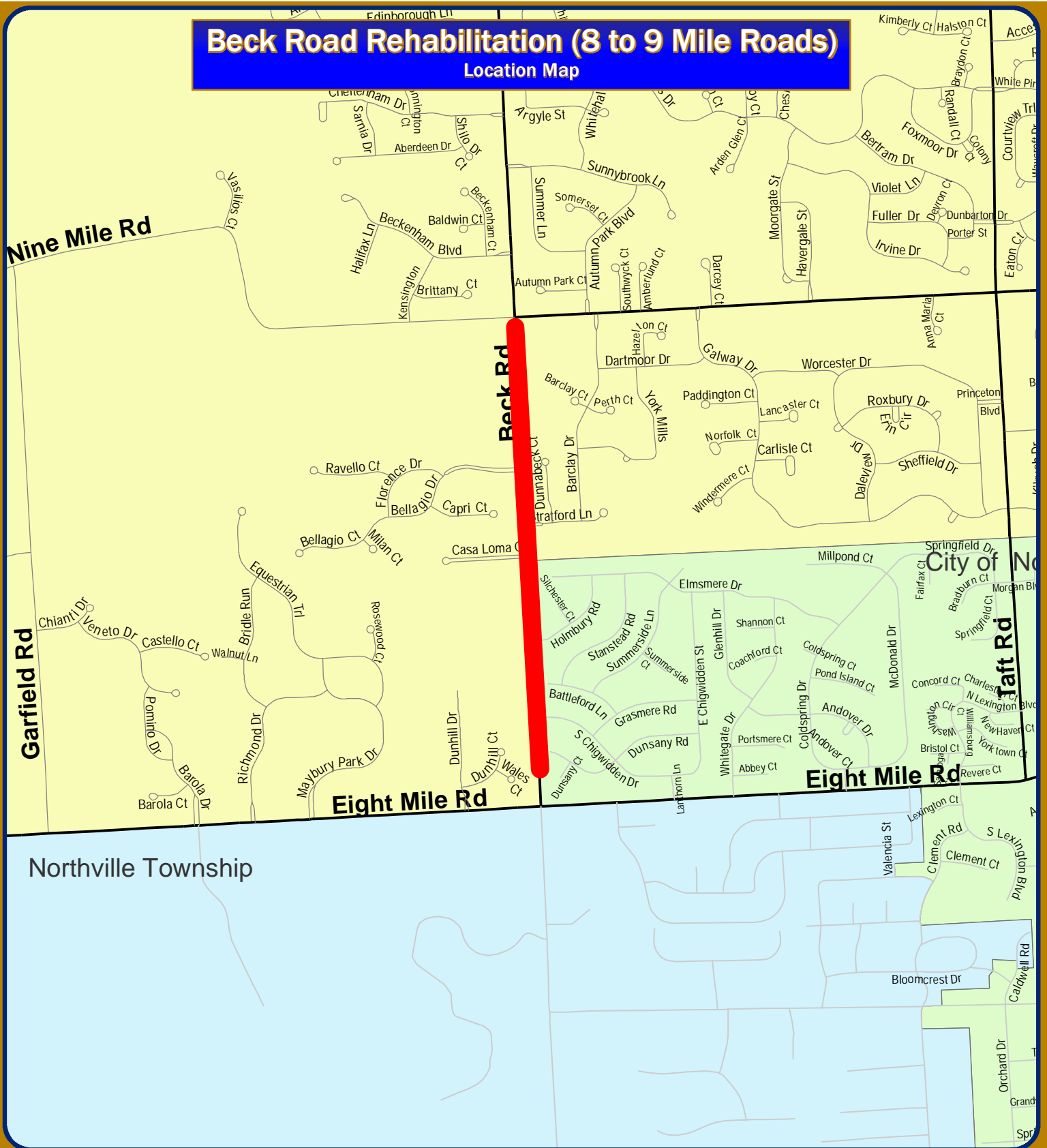
The construction phase engineering fees are determined using two components: 1) the contract administration fee, which is determined using the fee percentage in Exhibit B of the Agreement for Professional Engineering Services for Public Projects, and 2) the construction inspection fee determined using 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 engineering fees for this project include a contract administration fee of \$79,884.15 (5.9% of the \$1,353,986 construction bid) and an inspection fee of \$51,200 (\$640 per crew day, multiplied by the 80 days provided in the contractor's bid) for a total fee of \$131,084.15.

It is anticipated that this project will be substantially complete this spring with final completion scheduled for the summer of 2017.

RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with URS Corporation – Great Lakes for construction engineering services for the Beck Road Rehabilitation project (from 8 to 9 Mile Roads) in the amount of \$131,084.15.

Beck Road Rehabilitation (8 to 9 Mile Roads)

Location Map

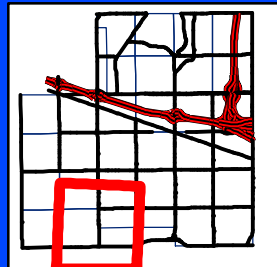


Map Author: Aaron J. Staup
 Date: February 15, 2017
 Project: Beck Road Rehab (8 to 9)
 Version #: 1

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.



City of Novi

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



1 inch = 1,411 feet



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

BECK ROAD REHABILITATION (FROM 8 TO 9 MILE ROADS)

First Amended Agreement between the City of Novi, 45175 W. Ten Mile Road, Novi, MI 48375-3024, hereafter, "City," and URS Corporation – Great Lakes (aka, AECOM – 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 29, 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. *Unchanged*
 - c. Delete 1.c. 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 \$79,884.15, which is 5.30% (includes 0.6% for LAP projects) of the awarded construction cost (\$1,353,968.56) 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.

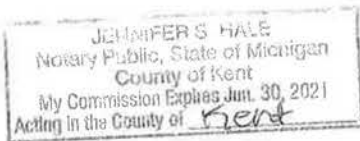
WITNESSES

URS Corporation—Great Lakes

Jan Copli
Emily Pike

Sean Kelsch
By: Sean Kelsch, P.E.
Its: Vice President

The foregoing Contract was acknowledged before me this 21st day of March,
2017, by Sean Kelsch on behalf of AECOM Great Lakes, Inc. (formerly



URS Corp. Great Lakes)
Jennifer S. Hale
Notary Public
Kent County, Michigan
My Commission Expires: 6/30/2021

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: _____