

CITY of NOVI CITY COUNCIL

Agenda Item G
June 20, 2011

SUBJECT: Approval to award an amendment to the engineering services contract for construction engineering services related to the Meadowbrook Road Rehabilitation (Ten Mile to Cherry Hill) project to URS Corporation, in the amount of \$41,392.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$41,392
AMOUNT BUDGETED	\$94,500 (\$41,019 previously awarded for Engineering)
LINE ITEM NUMBER	202-202.00-805.650

BACKGROUND INFORMATION:

The City of Novi has been awarded a Federal Surface Transportation Program grant for the rehabilitation and repaving of Meadowbrook Road between Ten Mile Road and Cherry Hill (just south of Grand River), equal to 80% of the construction cost. The attached map shows the location of the project, which consists of widening Meadowbrook Road to a consistent three-lane road between Ten Mile Road and Cherry Hill (providing a left turn lane for Meadowbrook Commons), repaving of the 0.5 mile section, and sidewalk upgrades for compliance with the Americans with Disabilities Act (ADA).

As a federally funded project, bidding and contracting will be administered by Michigan Department of Transportation (MDOT) per the agreement approved on May 23, 2011 by Novi City Council. MDOT opened bids for the project on June 3 and the low bidder was Cadillac Asphalt in the amount of \$354,097.68. Based on the bid price, Novi's share for construction is \$70,820 (20%), and the grant amount will be \$283,278 (80%).

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 day from Exhibit B of the consultant's agreement that is then multiplied by the estimated number of inspection days. Estimated inspection days are used for this project because (as a federally funded project) the project is administered by MDOT which does not allow the use of crew days (i.e the contractor provides the number of working days expected). The construction phase fees for this project include a contract administration fee of \$24,787 (7.0% of the \$354,098 construction bid) and an inspection fee of \$16,605 (\$615 per inspection day, multiplied by the estimated 27 days permitted in the contract's Progress Clause) for a total fee of \$41,392.

It is anticipated that MDOT will award the project in July 2011 with substantial completion of the project anticipated near the end of August. Since this project is on the detour route for the Novi Road project, there will be coordination between the contractors and there is

a provision in the contract limiting road work to off peak hours (9 AM to 3 PM Monday through Friday and 7 AM to 7 PM on weekends).

RECOMMENDED ACTION: Approval to award an amendment to the engineering services contract for construction engineering services related to the Meadowbrook Road Rehabilitation (Ten Mile to Cherry Hill) project to URS Corporation, in the amount of \$41,392.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Fischer				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Staudt				
Council Member Wrobel				

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

**MEADOWBROOK ROAD REHABILITATION
TEN MILE TO CHERRY HILL**

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 \$24,787, which is 7.0% of the awarded construction cost (\$354,098) 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*

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:

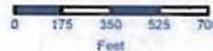
The foregoing _____ was acknowledged before me this ____ day of _____,
20____, by _____ on behalf of the City of Novi.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

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



MEADOWBROOK ROAD REHABILITATION Ten Mile to Cherry Hill

