



CITY of NOVI CITY COUNCIL

Agenda Item F
April 22, 2014

SUBJECT: Approval to award an amendment to the engineering services agreement with URS Corporation for construction engineering services for the 11 Mile Reconstruction (Town Center to Meadowbrook) project in the amount of \$87,904.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 87,903.86
AMOUNT BUDGETED	\$ 108,373
LINE ITEM NUMBER	202-202.00-805.672

BACKGROUND INFORMATION:

Eleven Mile Road between Town Center Drive and Meadowbrook Road is a 0.70-mile long, concrete road that is approximately 22 years old. This segment of road has required repeated intensive maintenance over the past several years to repair failing joints. The road has now deteriorated to a point that it is no longer serviceable and will need to be reconstructed (it would meet the criteria for a PASER rating of 2, or poor, if rated today).

DPS Engineering staff worked with the engineering consultant for this project to evaluate the appropriate paving surface for the reconstructed roadway and determined that Eleven Mile should be reconstructed in asphalt, rather than concrete. This is because maintenance of an asphalt road surface would be more manageable and cost effective throughout the life of the roadway given the types of loads that are imposed on it (the roadway is subjected to repeated heavy loading by DPS vehicles and other heavy trucks). Two pavement interlayers will be installed to further extend the life of the road: geogrid, which is a heavy plastic mesh that will be placed in the aggregate base to increase the support provided by the base layer; and a paving interlayer made of a geotextile fabric, which will be placed below the top lift of asphalt to help resist cracking and waterproof the pavement (i.e., inhibit water from penetrating down to the base layer which can lead to premature structural pavement failures).

The eastern 550 feet of Eleven Mile Road was recently rehabilitated and will not be reconstructed as part of this project. (This asphalt section crosses Bishop Creek and has been maintained separately from the remainder of the road.)

The final cross-section was considered and approved by City Council in February 2014 (see attached February 5, 2014 memo for more information) and will consist of a three lane reconstructed roadway without bike lanes as contemplated in the Non-Motorized Master Plan (bike lanes would require a lengthy right-of-way acquisition process and the road needs immediate attention). The design and construction of pathways along the north and south sides of Eleven Mile are to be designed and constructed in a future year

(see requested project in the 2014-2020 Capital Improvements Program). While the City's Non-Motorized Master Plan designates this section of Eleven Mile as a Neighborhood Connector On-Road Route, and although the original road cross-section included bike lanes in both directions, an improved cross-section was approved involving a wider non-motorized path on the north side in lieu of the on-road bike lanes (as well as a sidewalk on the south side). This would better serve as an appropriate connector to the Metro Connector Trail to be constructed this year on the east side of Meadowbrook Road between Eleven Mile and Twelve Mile Roads.

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 \$49,503.86 (6.0% of the \$825,064.36 construction bid) and an inspection fee of \$38,400 (\$640 per crew day, multiplied by the 60 days provided in the contractor's bid) for a total fee of \$87,903.86.

The construction contract award is proposed for consideration elsewhere on this agenda. It is anticipated that this project will be completed this summer.

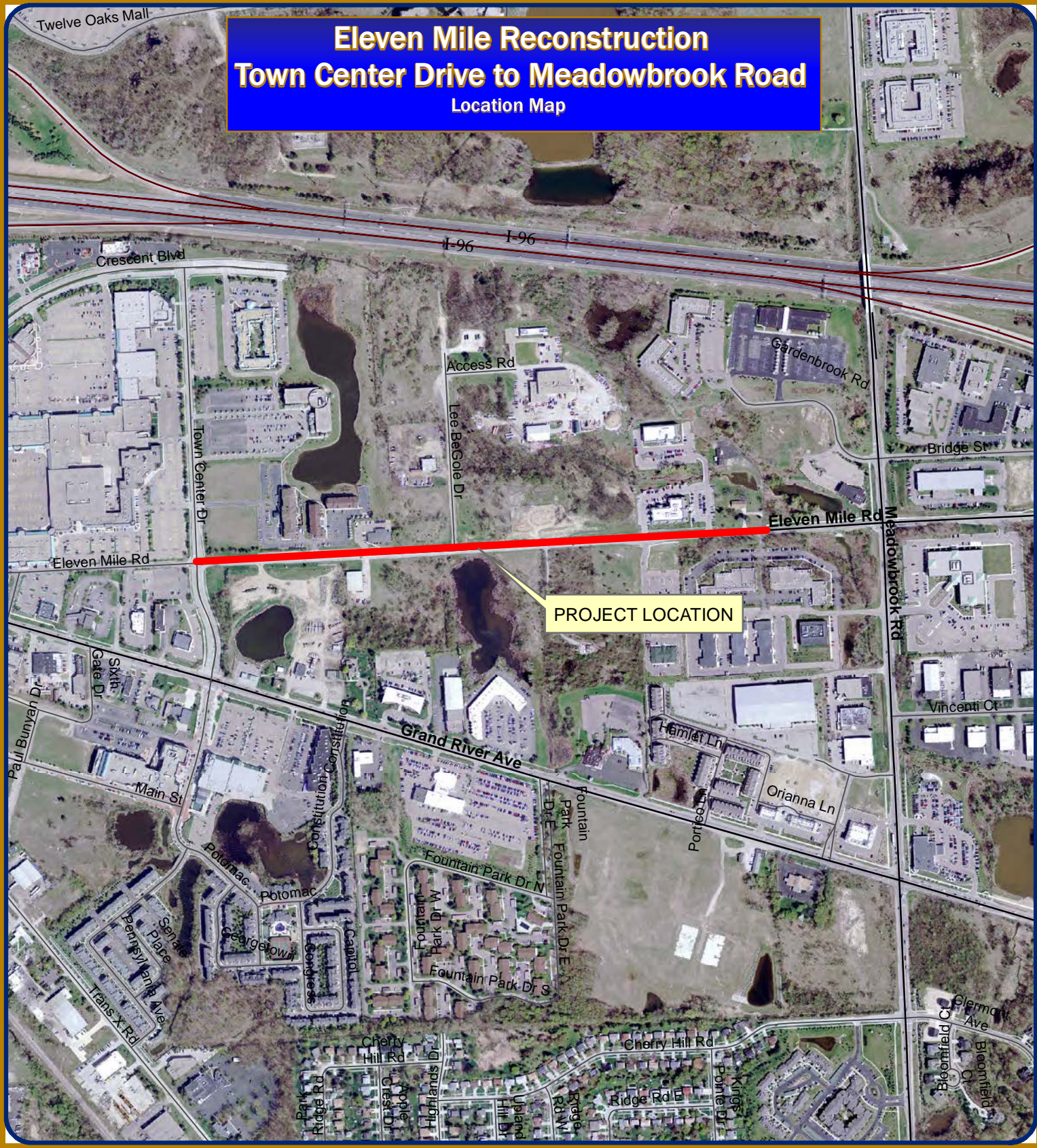
RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with URS Corporation for construction engineering services for the 11 Mile Reconstruction (Town Center to Meadowbrook) project in the amount of \$87,904.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

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

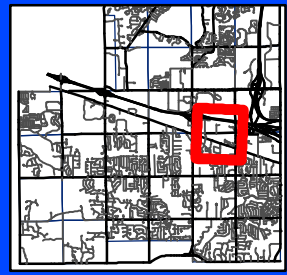
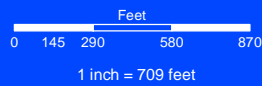
Eleven Mile Reconstruction Town Center Drive to Meadowbrook Road

Location Map



Map Author: Croy
 Date: 1/10/14
 Project: 11 Mile Reconstruction
 Version #: v1.0

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 232 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

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

**ELEVEN MILE RECONSTRUCTION
TOWN CENTER DRIVE TO MEADOWBROOK ROAD**

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 January 21, 2014 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 \$49,503.86, which is 6.0% of the awarded construction cost for the project (\$825,064.36) 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

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: _____