CITY of NOVI CITY COUNCIL



Agenda Item I August 28, 2017

SUBJECT: Approval to award an amendment to the engineering services agreement with AECOM (URS Corporation - Great Lakes) for construction engineering services for the Pavilion Shore Additional Parking Lot project in the amount of \$30,028.98.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$ 30,028.98	
AMOUNT BUDGETED	\$ 27,659.00 (FY 2016-17 BUDGET ROLLOVER)	
	\$ 311,700.00 (FY 2017-18 BUDGET)	
LINE ITEM NUMBER	400-691.00-981.008	

BACKGROUND INFORMATION:

The City of Novi will construct additional parking spots at the south end of the existing eastern parking lot of Pavilion Shore Park. The east lot was constructed, initially, with a capacity of 20 spots in 2013. Combined with the 10 spots from the west parking lot, the park will now have over twice as many parking spaces available. As amenities are continually being added, popularity of the park's existence is spreading and various PRCS' events on-site are being attended by more than 100 people at a time therefore, the park has seen an increasing demand for parking spaces.

AECOM assisted City staff with developing the engineering plans for this project. The plans were advertised for public bid on July 26, 2017. The construction phase engineering fees are determined using two components: 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 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 \$14,028.98 (7.0% of the \$200,414.00 construction bid) and an inspection fee of \$16,000.00 (\$640 per crew day, multiplied by the 25 days provided in the contractor's bid) for a total fee of \$30,028.98.

The construction contract award is proposed for consideration elsewhere on this agenda. It is anticipated that this project will be substantially complete by fall of 2017 with final completion and restoration by late fall of 2017.

RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with AECOM (URS Corporation - Great Lakes) for construction engineering services for the Pavilion Shore Additional Parking Lot project in the amount of \$30,028.98.



1 inch = 104 feet

<u>FIRST AMENDMENT TO THE</u> <u>SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT</u>

PAVILION SHORE PARK ADDITIONAL PARKING LOT

First Amended Agreement between the City of Novi, 45175 W. Ten Mile Road, Novi, MI 48375-3024, hereafter, "City," and AECOM (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 August 18, 2018 shall be amended as follows:

Section 2. Payment for Professional Engineering Services. The following Paragraphs shall be amended as follows:

- 1. <u>Basic Fee.</u>
 - 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 \$14,028.98, which is 7.0% of the awarded construction cost (\$200,414.00) 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	AECOM (URS Corporation—Great Lakes)
	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: _____