

CITY of NOVI CITY COUNCIL

Agenda Item D May 11, 2015

SUBJECT: Approval to award an amendment to the engineering services agreement with URS Corporation for construction engineering services for Civic Center Parking Lot and Power Park Pathways Rehabilitation project in the amount of \$15,018.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

Department of Parks, Recreation and Cultural Services

CITY MANAGER APPROVAL:

(Civic Center Parking Lot) **EXPENDITURE REQUIRED** \$ 5,680 \$ 9,338 (Power Park Pathways) \$ 15,018 TOTAL (Civic Center Parking Lot) **AMOUNT BUDGETED** \$ 40,000 \$ 33,140 (Power Park Pathways) \$ 73,140 TOTAL 101-442.10-971.100 (Civic Center Parking Lot) LINE ITEM NUMBER 208-691.00-974.096 (Power Park Pathways)

BACKGROUND INFORMATION:

This project is a combination of two separate line items in the Capital Improvement Plan:

1) Civic Center Parking Lot Improvements and 2) Power Park Pathway Rehabilitation.

Improvements to the north Civic Center Parking Lot was recommended by the Parking Lot Inventory and Maintenance Plan completed in January 2014. Improvements will include pavement replacement in areas that show significant deterioration, and crack repair and patching in other areas.

In Power Park, there is approximately 1,500 feet of asphalt pathway showing varying levels of deterioration. The majority of the improvements to the paths between the baseball fields will involve isolated crack repairs. The pathways along the perimeter of the fields are in much poorer condition and will receive an asphalt overlay, with some areas being reconstructed as necessary. Drainage improvements will also be completed in a few areas.

The construction phase engineering fees are determined using two component: 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 \$7,338 (7.0% of the \$44,566 construction bid for the Civic Center parking lot, plus 8.2% of the \$51,440 construction bid for the Power

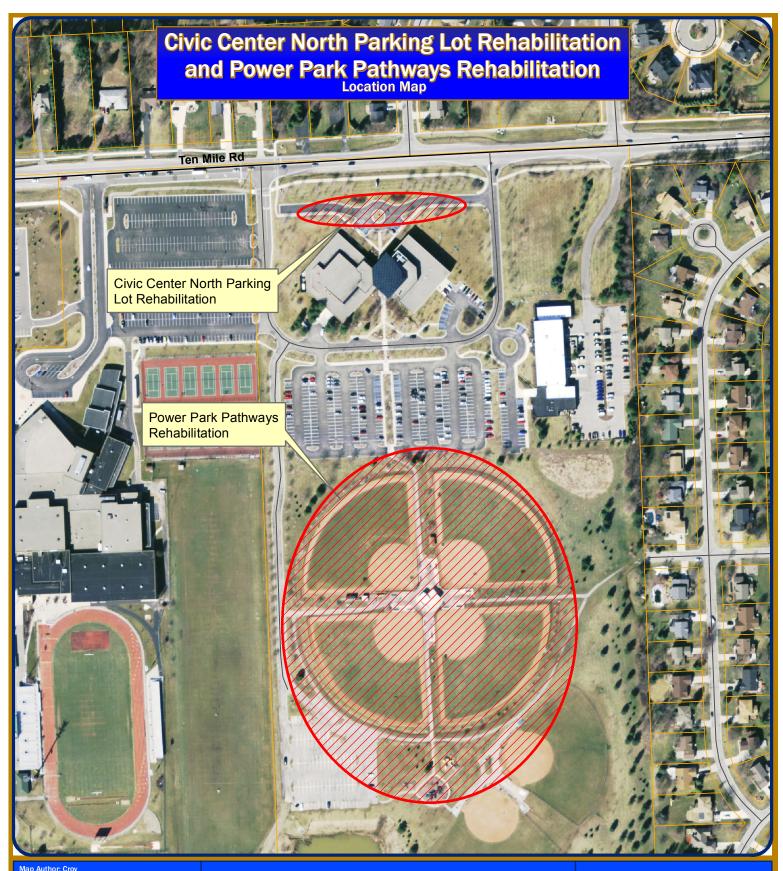
Park pathways) and an inspection fee of \$7,680 (\$640 per crew day, multiplied by the 8 days provided in the contractor's bid) for a total fee of \$15,018.

It is anticipated that this project will be completed by summer 2015.

RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with URS Corporation for construction engineering services for Civic Center Parking Lot and Power Park Pathways Rehabilitation project in the amount of \$15,018.

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Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

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Council Member Markham				
Council Member Mutch				
Council Member Wrobel				



Date: 10/13/14 Project: Civic Center / Power Park Version #: v1.0

Amended By: Date:

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

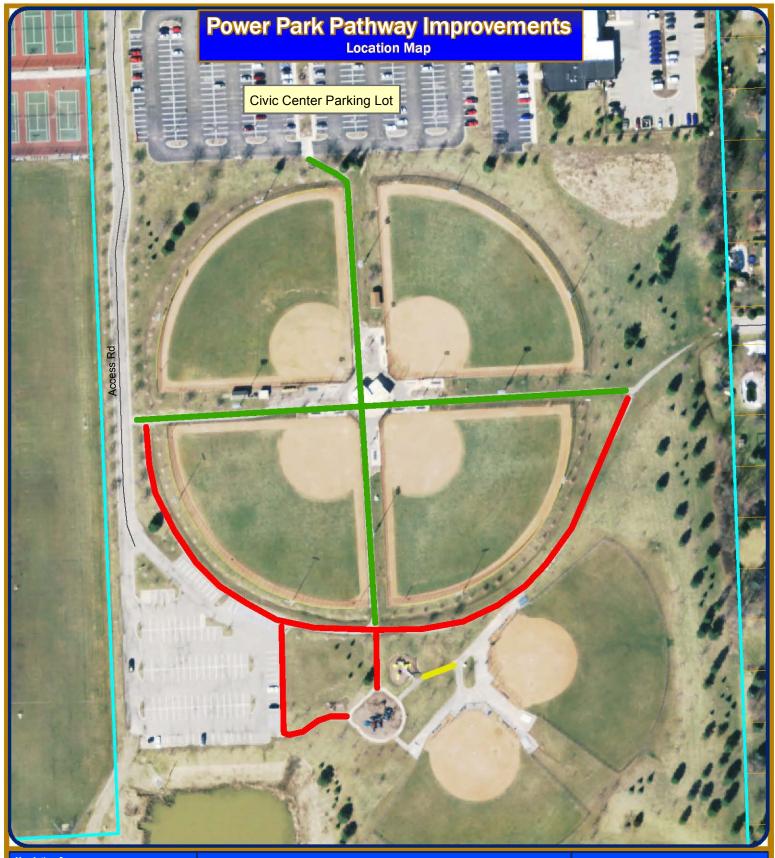






City of Novi

partment of Public Services 26300 Lee BeGole Drive Novi, MI 48375 cityofnovi.org



Map Author: Croy
Date:10/10/14
Project: Power Park Pathways
Version #: v2.0

MAP INTERPRETATION NOTICE

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 Milchigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to

Map Legend

Major Path Rehab AreasCrack Treatment AreasNew Path Connection



1 inch = 150 feet



City of Novi

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

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

CIVIC CENTER PARKING LOT AND POWER PARK PATHWAY REHABILITATION

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 October 20, 2014 shall be amended as follows:

<u>Section 2. Payment for Professional Engineering Services.</u> 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 Civic Center Parking Lot: The Consultant shall complete Contract Administration services for a lump sum fee of \$3,119.62, which is 7% of the awarded construction cost (\$44,566.00) as indicated on the Design and Construction Engineering Fee Curve.
 - ii. Contract Administration Power Park Pathways: The Consultant shall complete Contract Administration services for a lump sum fee of \$4,218.08, which is 8.2% of the awarded construction cost (\$51,440.00) as indicated on the Design and Construction Engineering
 - iii. 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 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: