



## CITY of NOVI CITY COUNCIL

**Agenda Item M**  
**September 14, 2015**

**SUBJECT:** Approval to award an amendment to the engineering services agreement with URS Corporation for construction engineering services for the Eastbound Grand River Avenue Dual Left Turn Lane at Beck Road project in the amount of \$77,129.

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

*BTC RJA*

**CITY MANAGER APPROVAL:** *[Signature]*

<b>EXPENDITURE REQUIRED</b>	<b>\$ 77,129</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 80,284 (on 1<sup>st</sup> quarter budget amendment)</b>
<b>LINE ITEM NUMBER</b>	<b>204-204.00-863.511</b>

### BACKGROUND INFORMATION:

The City of Novi was awarded a Federal Safety Grant in late 2013 to add a dual left turn lane to eastbound Grand River Avenue at Beck Road. The construction of a dual left turn at this intersection was identified as a crash mitigation improvement in the 2012 report that evaluated the high crash intersections within the City of Novi. This project was also recommended as an operational improvement in the 2011 I-96 Area Transportation Improvement Plan report.

As a Federally funded project, the Michigan Department of Transportation (MDOT) is responsible for administering the construction of the project on Novi's behalf. MDOT opened construction bids for this project on September 4, 2015. The as-read low bid was \$736,134, which is approximately 15% over the engineer's estimate.

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 \$51,529 (6.4% of the \$736,134 construction bid, plus an additional 0.6% for the additional reporting required for federally funded projects) and an inspection fee of \$25,600 (\$640 per crew day, multiplied by the 40 days estimated for construction) for a total fee of \$77,129.

It is anticipated that this project will commence in spring 2016 and be completed by summer 2016.

**RECOMMENDED ACTION:** Approval to award an amendment to the engineering services agreement with URS Corporation for construction engineering services for the Eastbound Grand River Avenue Dual Left Turn Lane at Beck Road project in the amount of \$77,129.

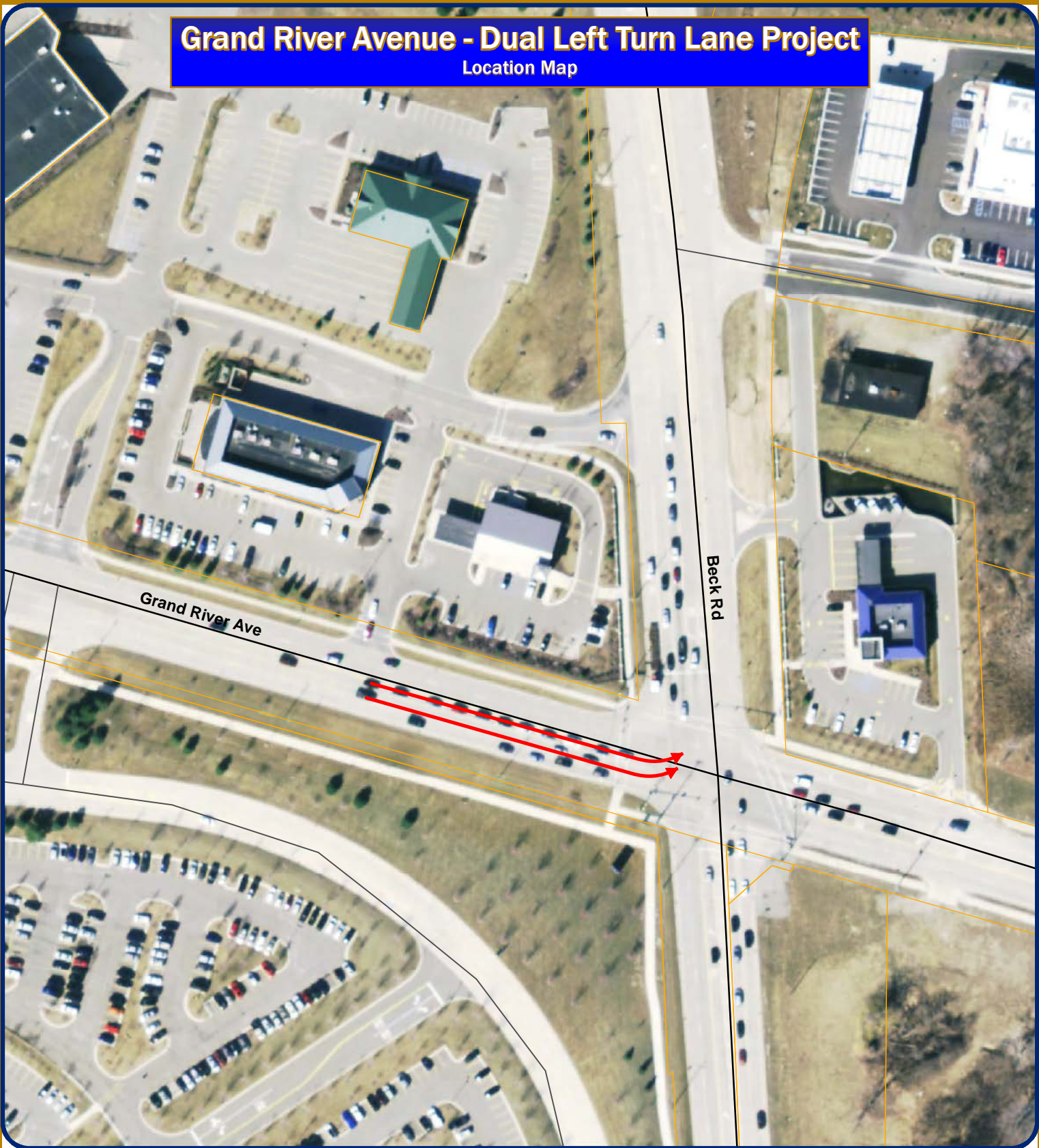
	1	2	Y	N
<b>Mayor Gatt</b>				
<b>Mayor Pro Tem Staudt</b>				
<b>Council Member Casey</b>				
<b>Council Member Markham</b>				

	1	2	Y	N
<b>Council Member Mutch</b>				
<b>Council Member Poupard</b>				
<b>Council Member Wrobel</b>				



# Grand River Avenue - Dual Left Turn Lane Project

## Location Map



Map Author: Croy  
Date: 7/28/14  
Project: Grand River Dual Left Turn Lanes  
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 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



1 inch = 125 feet



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

**Letting of September 04, 2015**

**Letting Call:** 1509 008

**Project:** HSIP 63609-120576

**Local Agreement:** 15-5400

**Start Date:** 10 days after award

**Low Bid:** \$736,133.62

**Engineer Estimate:** \$637,098.05

**Pct Over/Under Estimate:** 15.54 %

**Completion Date:** 60 Calendar Days

**Description:**

0.35 mi of concrete pavement, roadway grading, aggregate base, drainage, concrete curb, gutter, sidewalk and ramps, and traffic signal on Beck Road at Grand River Avenue in the city of Novi, Oakland County.

3.00 % DBE participation required

<b>Bidder</b>	<b>As-Submitted</b>
Fonson Company, Inc.	\$736,133.62
Warren Contractors & Development, Inc.	\$771,756.35
Fiore Enterprises LLC	\$781,999.22
Angelo lafrate Construction Company	\$863,086.06
C & D Hughes, Inc.	\$876,154.34
Audia Concrete Construction, Inc.	\$898,580.72
Major Cement Co.	\$938,174.09
Florence Cement Company	\$1,039,519.84

**Total Number of Bidders:** 8

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

**EASTBOUND GRAND RIVER AT BECK  
DUAL LEFT TURN LANE PROJECT**

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 July 22, 2013 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 \$51,529, which is 7.0% (includes 0.6% for LAP projects) of the awarded construction cost (\$736,134) 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 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: \_\_\_\_\_