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CITY of NOVI CITY COUNCIL

Agenda Item O
August 11, 2014

SUBJECT: Approval to award an amendment to the engineering services agreement with URS Corporation for construction engineering services for the Haggerty Road – SB Right Turn Lane at Grand River Avenue project in the amount of \$29,945.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 29,945
AMOUNT BUDGETED	\$ 47,000
LINE ITEM NUMBER	204-204.00-805.624

BACKGROUND INFORMATION:

The Engineering Division was able secure grant funding to improve the intersection of Haggerty and Grand River in early 2013. Following award of the grant, staff learned that the Road Commission for Oakland County (RCOC) also received a grant for some of the same improvements at the intersection. Since RCOC's project is currently under construction and includes many of the components of the City's grant submittal, the scope of the City's project has been reduced to include those items that will not be constructed by RCOC. The work is intended to mitigate an abnormally high frequency of rear end crashes on southbound Haggerty as identified in the 2012 report on intersection crashes.

The project will now include the construction of a dedicated right-turn lane for southbound Haggerty, the addition of a right turn arrow signal to facilitate right turns during the opposing left turn cycle, intersection street lighting improvements and some minor sidewalk ramp work. These improvements along with the improvements being made by RCOC are intended to make the intersection safer and mitigate the high crash frequency. Staff is working with the City of Farmington Hills to fund the annual maintenance costs for street lighting on the east side of Haggerty Road.

Since the project is receiving Federal grant funds, MDOT is responsible for administering the project on the City's behalf. MDOT will award the construction contract to a contractor and administer the contract. A cost agreement with MDOT was approved on July 21, 2014 and was based on the estimated construction costs for the project. Based on the contractor bids opened on August 1, 2014 by MDOT, the allocation of costs per the agreement and based on actual bids is as follows:

	Per Agreement	Per Contractor's Bid
City Share of Construction Costs	\$13,900	\$14,588
Federal Grant Funds Provided to MDOT	\$125,000	\$131,297
Construction Total	\$138,900	\$145,885

The costs for design and construction engineering services are not grant eligible and therefore the construction phase engineering fees are to be paid directly by the City. The construction engineering fees are being calculated based on the bid price of the low bidder and is 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 \$10,744.65 (8.1% of the \$132,650.04 construction bid) and an inspection fee of \$19,200 (\$640 per inspection day, multiplied by an estimated 30 days to complete the work) for a total fee of \$29,944.65.

It is anticipated that MDOT will award the project to Florence Cement Company (an MDOT pre-qualified contractor) in August 2014 with substantial completion of the project in fall 2014.

RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with URS Corporation for construction engineering services for the Haggerty Road – SB Right Turn Lane at Grand River Avenue project in the amount of \$29,945.

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

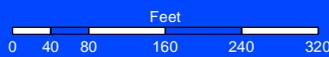
	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

Haggerty Right Turn Lane at Grand River

Southbound Haggerty



Map Author: Croy
Date: 11/20/2013
Project: Haggerty/GR Rt Trn Lane
Version #: v1.0



1 inch = 200 feet

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

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

SOUTHBOUND HAGGERTY RIGHT TURN LANE AT GRAND RIVER

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 December 2, 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. 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 \$10,744.65, which is 8.1% (includes 0.6% for LAP projects) of the awarded construction cost (\$132,650.04) 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: _____