



CITY of NOVI CITY COUNCIL

Agenda Item D
May 23, 2011

SUBJECT: Approval to award an amendment to the engineering services contract for construction engineering services related to the C & O and Cedar Springs Regional Storm Water Detention Basin Improvements project to URS Corporation, in the amount of \$28,097.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$19,771 C&O Basin <u>\$ 8,326 Cedar Springs Basin</u> \$28,097 TOTAL
AMOUNT BUDGETED	\$267,000 C&O Basin <u>\$ 88,700 Cedar Springs Basin</u> \$355,700 TOTAL (Engineering and Construction)
LINE ITEM NUMBER	210-211.00-865.131 C&O Basin 210-211.00-865.134 Cedar Springs Basin

BACKGROUND INFORMATION:

The purpose of this project is to repair and improve two of the City's regional storm water detention basins: the C&O basin and the Cedar Springs basin. The C&O basin, which is located on City property north of Ten Mile and east of the CSX railroad tracks, serves a large area upstream along the Walled Lake Branch of the Middle Rouge River and is the final storm water detention basin upstream of Meadowbrook Lake. The Cedar Springs basin is located on City property east of Christina Lane north of Ten Mile Road and serves an area to the west including a portion of Cedar Springs Estates and extending west beyond Taft Road. These regional detention basins are maintained by the City of Novi and were identified as a high priority improvement in the 2007 Storm Water Master Plan Phase II. The basin locations are shown on the attached map.

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 \$6,572 (7% of \$93,885 construction bid) and an inspection fee of \$21,525 (\$615 per crew day, multiplied by the 35 days provided in the contractor's bid) for a total fee of \$28,097.

The construction contract award is also being considered elsewhere on this agenda. Construction is scheduled to begin in summer 2011 and completion is anticipated by fall 2011.

RECOMMENDED ACTION: Approval to award an amendment to the engineering services contract for construction engineering services related to the C & O and Cedar Springs Regional Storm Water Detention Basin Improvements project to URS Corporation, in the amount of \$28,097.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Fischer				
Council Member Margolis				

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

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



0 105 210 420 630 840
Feet

C&O and Cedar Springs Detention Basin Improvements



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

**C&O and Cedar Springs Regional Storm Water
Detention Basin Improvements 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 November 9, 2010 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 \$21,525, which is 7% of the awarded construction cost (\$93,885) as indicated on the Design and Construction Engineering Fee Curve, attached.
Construction Inspection: The Consultant shall complete Construction Inspection services for \$615 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: Jan M. Hauser
Its: Vice President

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: _____