



## CITY of NOVI CITY COUNCIL

Agenda Item 6  
September 10, 2012

**SUBJECT:** Approval to award an engineering services agreement with URS Corporation for construction engineering services related to Pavilion Shore Park Phase 1 and 2 in the amount of \$144,719.

**SUBMITTING DEPARTMENT:** Parks, Recreation, and Cultural Services  
Department of Public Services, Engineering Division *BTC*

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$ 144,719</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 0 (see FY 2012-13 1<sup>st</sup> Quarter Budget Amendment)</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$ 144,720</b>
<b>LINE ITEM NUMBER</b>	<b>208-691.00-974.086</b>

### BACKGROUND INFORMATION:

The majority of the 13 Mile and Old Novi Road Landings park property (currently known as Pavilion Shore Park) was acquired by the City in the 1980's and was designed as parkland on March 22, 2010. In December 2010, the City was notified that the Landings Property Grant (Pavilion Shore Park) was recommended for funding for initial development by the Michigan Department of Natural Resources (MDNR) for a Michigan Natural Resource Trust Fund (MNRTF) development grant at that time was conceptual.

On August 22, 2011, the Novi City Council approved a consulting design services agreement with Hamilton Anderson for Phase 1 development. At the February 21, 2012 City Council meeting, Council approved the Landings Park (Pavilion Shore Park) Conceptual Plan as presented and to proceed with design and construction of Phases 1 & 2, with subsequent approval to amend the professional services contract with Hamilton Anderson to include design and engineering services for Phase 2 development of Landings park property (Pavilion Shore Park).

After public input and recommendation by the Park Naming Committee, Novi City Council officially adopted the name of Pavilion Shore Park.

On March 26, 2012, Novi City Council approved a Michigan Natural Resources Trust Fund Grant (MNRTF) grant application for Pavilion Shore Park Phase 3, which would provide public access. Future phases of the park will include a pavilion shelter, restroom facilities and a water feature.

The construction phase engineering fees are determined using two components: 1) the contract administration fee, which is determined using the fee percentage based on the proposals received from the City's three consultants 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 For Professional Engineering Services for Public Projects

agreement that is then multiplied by the number of days of inspection specified by the contractor. As pre-qualified consultants, each of the three firms submitting a proposal is capable of performing the work. URS submitted the lowest fee curve to complete the required scope of work and is recommended by staff for award. A summary of the fee curves submitted is as follows:

<b>Firm</b>	<b>Contract Admin Fee (as % of construction)</b>	<b>Inspection Fee (cost per crew day)</b>
URS Corporation	5.0%	\$615 per contract
Spalding DeDecker	7.31%	\$615 per contract
Orchard, Hiltz & McCliment	8.0%	\$615 per contract

The construction phase fees for this project include a contract administration fee of \$74,609 (5.0% of the \$1,492,175 construction bid) and an inspection fee of \$70,110 (\$615 per crew day, multiplied by the 114 days provided in the contractor's bid) for a total of \$144,719.

The construction contract award is proposed for consideration elsewhere on this agenda. Construction is scheduled to begin in fall 2012 and completion is anticipated in July 2013.

**RECOMMENDED ACTION:** Approval to award an engineering services agreement with URS Corporation for construction engineering services related to Pavilion Shore Park Phase 1 and 2 in the amount of \$144,719.

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

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

# Pavilion Shore Park

## Location Map



Map Author: Croy  
 Date: 4/11/12  
 Project: Pavilion Shore Park  
 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 = 200 feet



**City of Novi**  
 Engineering Division  
 Department of Public Services  
 26300 Delwal Drive  
 Novi, MI 48375  
[cityofnovi.org](http://cityofnovi.org)

Client  
**CITY OF NOVI**

**45175 WEST 10 MILE ROAD  
NOVI, MICHIGAN 48375**

Registration Seal

MDNR SUBMITTAL	6-8-2012
FINAL OWNER REVIEW	5-31-2012
90% OWNER REVIEW	4-23-2012
OWNER REVIEW	2-27-2012

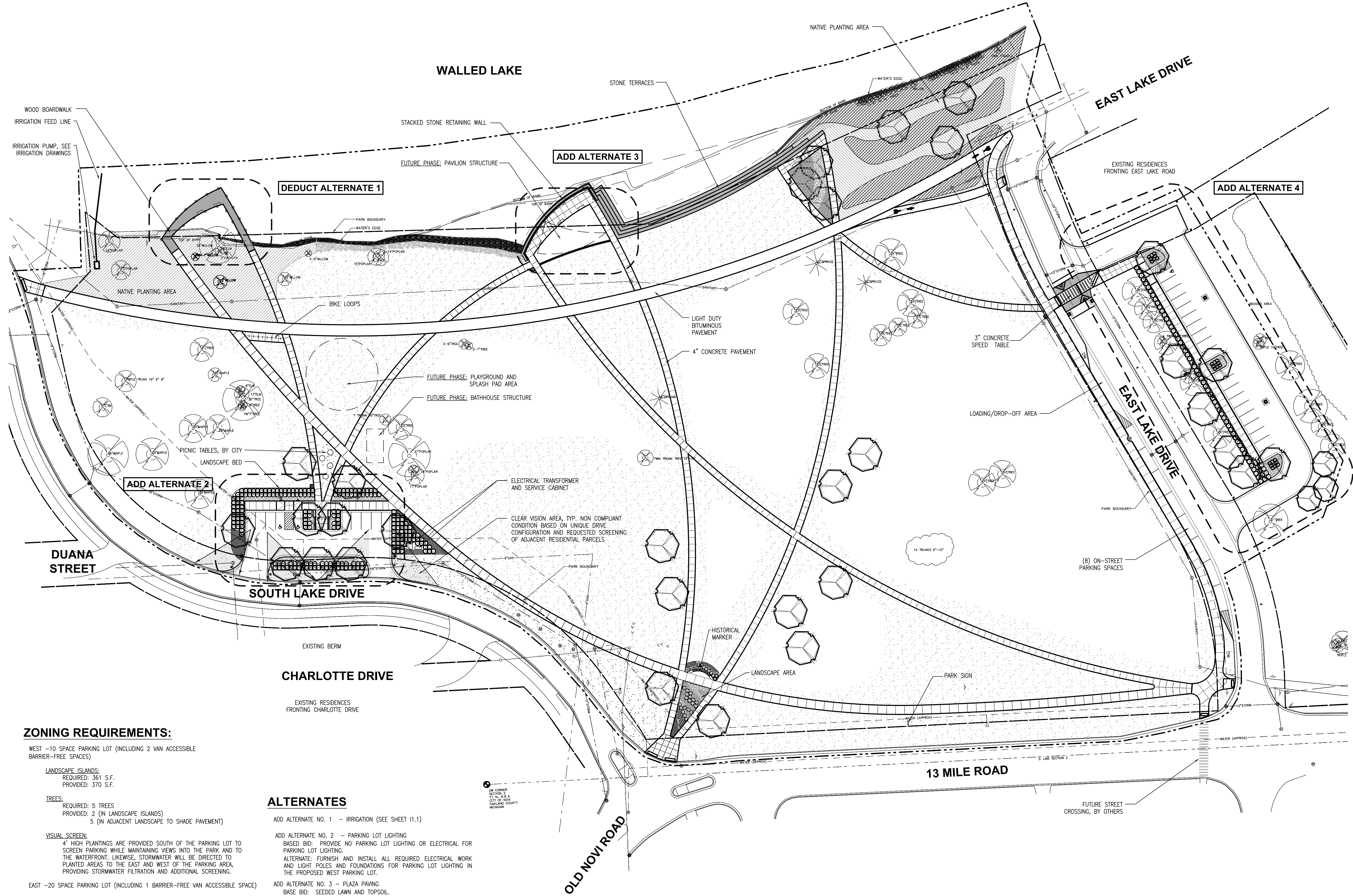
Project  
**PAVILION SHORE PARK**

Drawing Title  
**GENERAL DEVELOPMENT  
PLAN**

Project Number: 2011066.01  
Drawn By: KS Approved By: LS  
Scale: 1"=40'

Drawing No.

**C1.1**



**ZONING REQUIREMENTS:**

WEST -10 SPACE PARKING LOT (INCLUDING 2 VAN ACCESSIBLE BARRIER-FREE SPACES)

LANDSCAPE ISLANDS:  
REQUIRED: 361 S.F.  
PROVIDED: 370 S.F.

TREES:  
REQUIRED: 5 TREES  
PROVIDED: 2 (IN LANDSCAPE ISLANDS)  
5 (IN ADJACENT LANDSCAPE TO SHADE PAVEMENT)

VISUAL SCREEN:  
4' HIGH PLANTINGS ARE PROVIDED SOUTH OF THE PARKING LOT TO SCREEN PARKING WHILE MAINTAINING VIEWS INTO THE PARK AND TO THE WATERFRONT. LIKEWISE, STORMWATER WILL BE DIRECTED TO PLANTED AREAS TO THE EAST AND WEST OF THE PARKING AREA, PROVIDING STORMWATER FILTRATION AND ADDITIONAL SCREENING.

EAST -20 SPACE PARKING LOT (INCLUDING 1 BARRIER-FREE VAN ACCESSIBLE SPACE)

LANDSCAPE ISLANDS:  
REQUIRED: 654 S.F.  
PROVIDED: 748 S.F.

TREES:  
REQUIRED: 9 TREES  
PROVIDED: 3 (IN LANDSCAPE ISLANDS)  
7 (IN ADJACENT LANDSCAPE TO SHADE PAVEMENT)

VISUAL SCREEN:  
PARKING LOT WAS SITED TO MAINTAIN EXISTING TREES AND VEGETATION BETWEEN PARKING AND EAST LAKE ROAD. A 3' HEDGE WILL PROVIDE ADDITIONAL R.O.W. SCREENING.

**ALTERNATES**

ADD ALTERNATE NO. 1 - IRRIGATION (SEE SHEET 11.1)

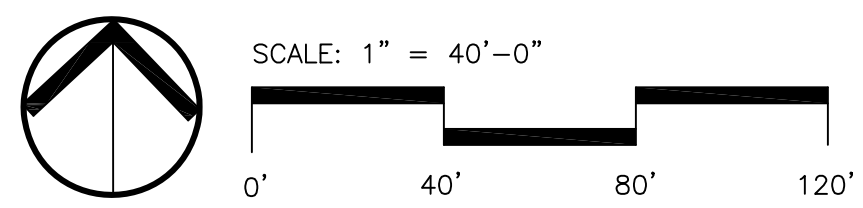
ADD ALTERNATE NO. 2 - PARKING LOT LIGHTING  
BASE BID: PROVIDE NO PARKING LOT LIGHTING OR ELECTRICAL FOR PARKING LOT LIGHTING.  
ALTERNATE: FURNISH AND INSTALL ALL REQUIRED ELECTRICAL WORK AND LIGHT POLES AND FOUNDATIONS FOR PARKING LOT LIGHTING IN THE PROPOSED WEST PARKING LOT.

ADD ALTERNATE NO. 3 - PLAZA PAVING  
BASE BID: SEEDED LAWN AND TOPSOIL.  
ALTERNATE: FURNISH AND INSTALL CONCRETE HEADER AND FLAGSTONE PAVING PER THE CONSTRUCTION DRAWINGS. GRADE TO REQUIRED SUBGRADES.

ADD ALTERNATE NO. 4 - EAST PARKING LOT  
BASE BID: INCLUDES NO NEW WORK IN THE AREA INDICATED AS ALTERNATE NO 1, EAST PARKING LOT  
ALTERNATE: INCLUDES EXCAVATION TO ACCEPT NEW WORK, REQUIRED STORM UTILITIES, BITUMINOUS PAVING, LANDSCAPING, IRRIGATION AND RESTORATION.

DEDUCT ALTERNATE NO. 1- WOOD DECKING  
BASE BID: INSTALL COMPOSITE DECKING ON BOARDWALK AS DETAILED.  
ALTERNATE: INSTALL WOOD DECKING IN PLACE OF COMPOSITE DECKING.

**GENERAL DEVELOPMENT PLAN**



Know what's below.  
Call before you dig.

**SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

**PAVILION SHORE PARK DEVELOPMENT**  
**PHASE 1 AND 2**

This Agreement shall be considered as made and entered into as of the date of the last signature hereon, and is 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."

**RECITALS:**

This Agreement shall be supplemental to, and hereby incorporates the terms and conditions of the AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC PROJECTS, and attached exhibits, entered into between the City and the Consultant on September 24, 2009.

The project includes the construction engineering services for Phase 1 and 2 of Pavilion Shore Park development.

NOW, THEREFORE, in consideration of the foregoing, the City and Consultant agree as follows:

**Section 1. Professional Engineering Services.**

For and in consideration of payment by the City as provided under the "Payment for Engineering Services" section of this Agreement, Consultant shall perform the work described in the manner provided or required by the following Scope of Services, which is attached to and made a part of this Agreement as Exhibit A, all of said services to be done in a competent, efficient, timely, good and workmanlike manner and in compliance with all terms and conditions of this Agreement.

Exhibit A                      Scope of Services

**Section 2. Payment for Professional Engineering Services.**

1. Basic Fee.

- a. 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 \$74,609 which is 5.0% of the awarded construction cost (\$1,492,175) as indicated on the Design and Construction Engineering Fee Curve. 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. Payment Schedule for Professional Engineering Services Fee.

Consultant shall submit monthly statements for professional engineering services rendered. The statements shall be based on Consultant's estimate of the proportion of the total services actually completed for each task at the time of billing. The City shall confirm the correctness of such estimates, and may use the City's own engineer for such purposes. The monthly statements should be accompanied by such properly completed reporting forms and such other evidence of progress as may be required by the City. Upon such confirmation, the City shall pay the amount owed within 30 days.

Final billing under this agreement shall be submitted in a timely manner but not later than three (3) months after completion of the services. Billings for work submitted later than three (3) months after completion of services will not be paid. Final payment will be made upon completion of audit by the City.

3. Payment Schedule for Expenses.

All expenses required to complete the scope of services described herein, including but not limited to costs related to mileage, vehicles, reproduction, computer use, etc., shall be included in the basic fee and shall not be paid separately. However, as compensation for expenses that are not included in the standard scope of services, when incurred in direct connection with the project, and approved by the City, the City shall pay the Consultant its actual cost times a factor of 1.15.

**Section 4. Ownership of Plans and Documents; Records.**

1. Upon completion or termination of this agreement, all documents prepared by the Consultant, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service shall become the property of the City.

2. The City shall make copies, for the use of the Consultant, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Consultant under this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body.

3. The Consultant shall furnish to the City, copies of all maps, records, field notes, and soil tests that were developed in the course of work for the City and for which compensation has been received by the Consultant.

**Section 5. Termination.**

1. This Agreement may be terminated by either party upon 7- days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party.

2. This Agreement may be terminated by the City for its convenience upon 90 days' prior written notice to the Consultant.

3. In the event of termination, as provided in this Article, the Consultant shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Section 2 of this Agreement. Such amount shall be paid by the City upon the Consultant's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and that other information and materials as may have been accumulated by the Consultant in performing the services included in this Agreement, whether completed or in progress.

**Section 6. Disclosure.**

The Consultant affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional engineering services to the City within the two years preceding the execution of this Agreement. A campaign contribution, as defined by Michigan law shall not be considered as a valuable gift for the purposes of this Agreement.

**Section 7. Insurance Requirements.**

1. The Consultant shall maintain at its expense during the term of this Agreement, the following insurance:

- A. Worker's Compensation insurance relative to all Personnel engaged in performing services pursuant to this Agreement, with coverage not less than that required by applicable law.
- B. Comprehensive General Liability insurance with maximum bodily injury limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate and minimum Property Damage limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate.
- C. Automotive Liability insurance covering all owned, hired, and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate minimum property damage

limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate.

- D. The Consultant shall provide proof of Professional Liability coverage in the amount of not less than \$1,000,000 (One Million Dollars) per claim and/or aggregate, and Environmental Impairment coverage. The retroactive date indicated on the policy shall either be unlimited, or, shall be the date that the Consultant established its initial coverage.

In the event that Consultant is sold or dissolved, Consultant shall provide purchase, at its expense, a "tail" or extended reporting period for the professional liability coverage for a period not less than 5 years.

2. The Consultant shall be responsible for payment of all deductibles contained in any insurance required hereunder.

3. If during the term of this Agreement changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Consultant will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Consultant's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

4. All policies shall name the Consultant as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice to the City.

With the exception of professional liability, all insurance policies shall name the City of Novi, its officers, agents, and employees as additional insured. Certificates of Insurance evidencing such coverage shall be submitted to Sue Morianti, Purchasing Manager, City of Novi, 45175 West Ten Mile Road, Novi, MI 48375-3024 prior to commencement of performance under this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies.

5. If any work is sublet in connection with this Agreement, the Consultant shall require each subconsultant to effect and maintain at least the same types and limits of insurance as fixed for the Consultant.

6. The provisions requiring the Consultant to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Consultant under this Agreement.

**Section 8. Indemnity and Hold Harmless.**

A. The Consultant agrees to hold harmless and indemnify the City, its officers, agents, employees from and against all claims, demands, suits liability, losses, damages or costs (including reasonable attorney fees and costs) arising out, of or resulting from the Consultant's tortious or negligent acts, errors, or omissions in performing this Agreement.

B. The City agrees, to the extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees,



stockholders, and sub-consultants (collectively Consultant) from and against any and all claims, suits, demands, liability, losses, damages or costs, including reasonable attorney's fees and costs arising out of or resulting from the City's tortious or negligent acts or errors in performing this Agreement.

C. Section 8(B) of this Agreement shall not apply to individual design and/or construction management projects.

The Consultant agrees that it is its responsibility and not the responsibility of the City to safeguard the property and materials used in performing this Agreement. Further, this Consultant agrees to hold the City harmless for any loss of such property and materials used pursuant to the Consultant's performance under this Agreement.

**Section 9. Nondiscrimination.**

The Consultant shall not discriminate against any employee, or applicant for employment because of race, color, sex, age or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Consultant further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 4563) and will require a similar covenant on the part of any consultant or subconsultant employed in the performance of this Agreement.

**Section 10. Applicable Law.**

This Agreement is to be governed by the laws of the State of Michigan and the City of Novi Charter and Ordinances.

**Section 11. Approval; No Release.**

Approval of the City shall not constitute nor be deemed release of the responsibility and liability of Consultant, its employees, associates, agents and subconsultants for the accuracy and competency of their designs, working drawings, and specifications, or other documents and services; nor shall that approval be deemed to be an assumption of that responsibility by the City for any defect in the designs, working drawings and specifications or other documents prepared by Consultant, its employees, subconsultants, and agents.

After acceptance of final plans and special provisions by the City, Consultant agrees, prior to and during the construction of this project, to perform those engineering services as may be required by City to correct errors or omissions on the original plans prepared by Consultant and to change the original design as required.

**Section 12. Compliance With Laws.**

This Contract and all of Consultants professional services and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because the City is a public governmental agency or body. Consultant represents that it is in compliance with all such laws and eligible and qualified to enter into this Agreement.

**Section 13. Notices.**

Written notices under this Agreement shall be given to the parties at their addresses on page one by personal or registered mail delivery to the attention of the following persons:

City: Rob Hayes, P.E., Director of Public Services and Maryanne Cornelius, Clerk, with a copy to Thomas R. Schultz, City Attorney

Consultant: Jan M. Hauser, P.E., Vice President Water/Wastewater

**Section 14. Waivers.**

No waiver of any term or condition of this Agreement shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

**Section 15. Inspections, Notices, and Remedies Regarding Work.**

During the performance of the professional services by Consultant, City shall have the right to inspect the services and its progress to assure that it complies with this Agreement. If such inspections reveal a defect in the work performed or other default in this Agreement, City shall provide Consultant with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Consultant shall correct the specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Agreement by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so being a valid claim and charge against Consultant; or, the City may preserve the claims of defects or defaults without termination by written notice to Consultant.

All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the City. All questions as to the satisfactory and acceptable fulfillment of the terms of this agreement shall be decided by the City.

**Section 16. Delays.**

No charges or claims for damages shall be made by the Consultant for delays or hindrances from any cause whatsoever during the progress of any portions of the services specified in this agreement, except as hereinafter provided.

In case of a substantial delay on the part of the City in providing to the Consultant either the necessary information or approval to proceed with the work, resulting, through no fault of the Consultant, in delays of such extent as to require the Consultant to perform its work under changed conditions not contemplated by the parties, the City will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data.

When delays are caused by circumstances or conditions beyond the control of the Consultant as determined by the City, the Consultant shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the Consultant to proceed to complete the services, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein set forth.

**Section 17. Assignment.**

No portion of the project work, heretofore defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent of the City. Consent to sublet, assign, or otherwise dispose of any portion of the services shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this agreement.

**Section 18. Dispute Resolution.**

The parties agree to try to resolve any disputes as to professional engineering services or otherwise in good faith. In the event that the parties cannot resolve any reasonable dispute, the parties agree to seek alternative dispute resolution methods agreeable to both parties and which are legally permissible at the time of the dispute. The parties agree to use their best efforts to resolve any good faith dispute within 90 (ninety) days notice to the other party. In the event the parties cannot resolve that dispute as set forth above, they may seek such remedies as may be permitted by law.

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 of  
\_\_\_\_\_.

\_\_\_\_\_  
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: \_\_\_\_\_

## **EXHIBIT A - SCOPE OF SERVICES**

Consultant shall provide the City professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as the City's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary engineering services incidental thereto, as described below.

### **A. Basic Services.**

[See URS proposal dated June 27, 2012]

### **B. Performance.**

1. The Consultant agrees that, immediately upon the execution of this Agreement, it will enter upon the duties prescribed in this agreement, proceed with the work continuously, and make the various submittals on or before the dates specified in the attached schedule. The City is not liable and will not pay the Consultant for any services rendered before written authorization is received by the Consultant.
2. The Consultant shall submit, and the City shall review and approve a timeline for submission of plans and/or the completion of any other work required pursuant to this Scope of Services. The Consultant shall use its best efforts to comply with the schedule approved by the City.
3. If any delay is caused to the Consultant by order of the City to change the design or plans; or by failure of the city to designate right-of-way, or to supply or cause to be supplied any data not otherwise available to the Consultant that is required in performing the work described; or by other delays due to causes entirely beyond the control of the Consultant; then, in that event, the time schedules will be adjusted equitably in writing, as mutually agreed between the City and the Consultant at the moment a cause for delay occurs.
4. Since the work of the Consultant must be coordinated with the activities of the City (including firms employed by and governmental agencies and subdivisions working with the City), the Consultant shall advise the City in advance, of all meetings and conferences between the Consultant and any party, governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Consultant.



June 27, 2012

Brian Coburn, P.E.  
City of Novi, Department of Public Services  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Reference: Pavilion Shore Park, Construction Phase Engineering Services Proposal**

Dear Mr. Coburn:

At your request, URS Corporation (URS) has prepared this proposal for construction phase engineering services as outlined in your e-mail of June 6, 2012. The proposal scope includes construction staking, contract administration, and construction inspection for the Pavilion Shore Park Project.

#### **URS Capabilities and Experience**

URS has a reputation for creative solutions and continual repeat business from clients that testify to our success at developing partnerships with our customers, as well as satisfying their needs in a responsive and cost-effective manner.

The following are examples of projects that include similar services and have been completed over the last 7 years with the City of Novi:

- Meadowbrook Lake Dam Improvements
- C&O and Cedar Springs Regional Stormwater Detention Basin Improvements
- Traffic Signal Design – Beck/Cider; 14 Mile and Novi Road; 13 Mile and Meadowbrook
- Neighborhood Road Improvement Program
- Beck Road Improvements
- Nine Mile Road Improvements
- Crescent Boulevard Connector
- Ring Road Design
- Water Master Plan Update
- Stormwater Master Plan Update and Modeling

In addition, the following projects have been completed for other clients:

- MDOT Beck Road from 10 Mile to Grand River Rehabilitation Project
- Veterans Administration Great Lakes National Cemetery
- Kent County M-6 Non-Motorized Path from Kent Trail to the Paul Henry Trail
- City of Port Huron I-94 BL Streetscaping and New Pocket Park
- Village of Spring Lake Grand River Greenway Non-Motorized Trail
- Washtenaw County Border to Border Trail
- City of Muskegon Western Avenue and Fifth Street

Details on any of these projects are available upon request



Mr. Brian Colburn, PE  
June 27, 2012  
Page 2

### **Project Understanding**

The City of Novi is in the final stage of completing the design plans for the Pavilion Shore Park Improvement Project. This is a new park located at the intersection of 13 Mile, Old Novi, and South Lake Drive. The City is requesting estimated fees for construction phase engineering services during the development of the park. These services include construction staking, contract administration and construction inspection.

There are three alternatives associated with the project. Some, all or none of the alternates may be awarded by City Council. The base bid includes: sitework improvements, utilities, electrical, boardwalk, shoreline stabilization and native plantings. The engineers estimate for these improvements is \$952,013.69. The three alternates consist of East Lake Drive Work, Plaza Parking, and Parking Lot Lightning. The engineers estimate for each of these alternates is \$98,056.53; \$19,514.00; and, \$33,396.00; respectively. URS's proposal assumes that the base bid along with all three alternates will be incorporated into the project.

### **Scope of Services**

To complete the project URS proposes the following Scope of Services:

#### **Task 1 – Construction Staking**

Construction Staking Services include:

- Establishment of horizontal and vertical control – It is assumed that the control set during the original site survey is usable for construction staking. URS will maintain this control as required for the duration of the project.
- Rough grade stakes – URS will stake rough grades with lathe on the boundary of the parking and roadway areas.
- Utility layout
- Parking lot layout
- Sidewalks layout
- Boardwalk layout
- Shoreline layout

#### **Task 2 – Contract Administration/Engineering Assistance**

Contract administration/engineering assistance will include:

- Coordination of and attendance at a Pre-Construction conference with the selected contractor. This meeting will review lines of communication, submittal schedules and requirements, payment application procedures and work schedules.
- Review of shop drawing, samples and/or other data which the Contractor is required to submit, for general conformance with the Contract Documents and the intent of the design.
- Attendance at progress meetings to review scheduled work and field issues.
- Site visits (in conjunction with progress meetings) to observe the progress and quality of the work.
- Issuance of necessary clarifications and interpretations of the Contract Documents consistent with the intent of and reasonably inferable from the Contract Documents.
- Recommendation of Change Orders or Work Change Directives, as appropriate, and preparation of documentation as required.



Mr. Brian Colburn, PE  
June 27, 2012  
Page 3

- Evaluation and determination of the acceptability of substitute or "or equal" materials and equipment proposed by the Contractor.
- Review and recommendation on contractor pay estimates.
- Receipt, review and transmittal of vendor maintenance and operating instructions, schedules and guarantees from the Contractor.
- Incorporation of Contractor-generated annotations into electronic (AutoCADD) record drawings in accordance with the Contract Documents.

### **Task 3 – On-Site Construction Observation**

Construction observation will include:

- On-site observation of Contractor field construction work, including maintenance of daily diaries, sketches, logs and records as required recording the Contractor's progress.
- Measurement and computation of quantities and documentation of all items of work completed.
- Coordination with the city's staff to resolve problems, issues, discrepancies and other items brought to the attention of the Consultant by the Contractor. Written documentation of the resolution of such issues will be provided.
- Attendance at progress meetings to review scheduled work and field issues.
- Review of Applications for Payment submitted by the Contractor and determination of the amount recommended for payment based on observation and review, that, to the best of the Engineer's knowledge, information and belief is complete and in conformance with the Contract Documents.
- Periodic review of Contractor's redlined field drawings of as-built conditions.
- Inspection of the work to determine if it is substantially complete. If the work is considered substantially complete, a certificate of Substantial Completion will be prepared and delivered to the City and Contractor, along with a punch list of items to be completed prior to final payment.
- Final inspection to determine if the completed work is acceptable, and if so, recommend final payment to the Contractor.

### **Assigned Staff**

URS will utilize Mr. Jim Hess as the on-site construction inspector. Mr. Hess has over 45 years of experience in civil and site engineering. His experience has included all phases of municipal engineering for multiple communities providing support services including responsibilities relating to sanitary sewer, storm sewer, water main and paving projects (S.A.D. & Public) involving preliminary designs, cost estimates, construction drawings, easements, permits, public meetings/hearings, construction observation, inspection and contract administration.

Additionally, Mr. Hess has provided construction administration and inspection for various engineering facilities. His most recent construction administration projects for the City of Novi have been the C&O and Cedar Springs Detention Basin Improvements and the Meadowbrook Dam Renovation Project.

Our Construction Manager, Mr. Ron Simons, P.E., will provide oversight and assistance when necessary. Mr. Simons has over 25 years of municipal construction experience which includes project ranging in size from \$1,000,000 to over \$500,000,000.





Mr. Brian Colburn, PE  
June 27, 2012  
Page 4

### Estimated Fees

Our estimated fees are broken up into two (2) categories. The first is a percentage of construction as it relates to contract administration and construction staking. The second is an estimated fee based on estimated number of crew days at the contract rate of \$615/8 hours.

1. Percentage of Construction for Contract Administration and Construction Staking: 5%  
Based on a construction estimate of \$1,102,998.22 which includes all three alternates equates to a proposed fee of \$55,150. The 5% fee estimate applies to any combination of alternates.
2. Estimate of the number of crew days: 160 days  
Based on \$615 / 8 hours this equates to an estimated fee of \$98,400

URS appreciates the opportunity to work with the City of Novi on this interesting and challenging project. If you have any questions on the Proposal, please feel free to contact me at (248) 204-4140.

Sincerely,

**URS CORPORATION**

A handwritten signature in blue ink, reading "Jan M. Hauser", is written over the typed name and title.

Jan M. Hauser, PE  
Vice President, Water Resources  
248-204-4140  
jan.hauser@urs.com