




## CITY of NOVI CITY COUNCIL

**Agenda Item C**  
**August 29, 2016**

**SUBJECT:** Approval to award an amendment to the engineering services agreement with URS Corporation for construction engineering services for the 2016 Neighborhood Road Program—Contract 3 (Asphalt) in the amount of \$75,104.

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

**CITY MANAGER APPROVAL:**

<b>EXPENDITURE REQUIRED</b>	<b>\$ 75,104</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 2,141,000</b>
<b>LINE ITEM NUMBER</b>	<b>203-203.00-865.436</b>

### BACKGROUND INFORMATION:

Each year, the City of Novi selects residential streets for reconstruction, repaving, repair, and/or rehabilitation based on PASER ratings, staff's field observations and resident concerns. City staff worked with our consultant, URS Corporation (AECOM), to develop a list of streets for the 2016 program. Contract 3 (Asphalt) includes rehabilitation and reconstruction of selected segments of Clark Street (PASER 2/5), Durson Street (PASER 2), Marlson Avenue (PASER 2), and Stassen Avenue (PASER 2) in Novi Heights Subdivision; and Cortland Boulevard (PASER 3) in the Orchard Ridge Estates (see 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 \$39,904 (6.4% of the \$623,497 construction bid) and an inspection fee of \$35,200 (\$640 per crew day, multiplied by the 55 days provided in the contractor's bid) for a total fee of \$75,104.

The construction contract award is proposed for consideration elsewhere on this agenda.

It is anticipated that the construction of the project will begin this summer and be completed this fall.

**RECOMMENDED ACTION:** Approval to award an amendment to the engineering services agreement with URS Corporation for construction engineering services for the 2016 Neighborhood Road Program—Contract 3 (Asphalt) in the amount of \$75,104.

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

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



Eleven Mile Rd

# 2016 Neighborhood Road Program

Location Map

Novi River Ave

Stassen Avenue

Clark Street

Durson Street

Marlson Avenue

Novi Rd

Ten Mile Rd

Cortland Boulevard

Map Author: A. Wayne  
Date: May 4, 2016  
Project:  
Version #:

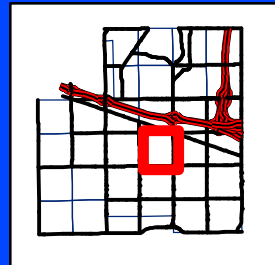
Amended By:  
Date:  
Department:

#### 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.

### Map Legend

2016 NRP  
Contract 3 -  
HMA



## City of Novi

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

0 145 290 580 870  
Feet

1 inch = 700 feet







August 12, 2016

Mr. Adam Wayne, PE  
City of Novi  
Engineering Department  
26300 Lee BeGole Drive  
Novi, MI 48375

Reference: Bid Analysis and Contract Award Recommendation  
2016 Neighborhood Road Program – HMA Contract 3  
AECOM Project Number 60486176

Dear Mr. Wayne:

Attached is the Bid Tabulation for the above referenced project. Three bids were received and opened. This bid is under the latest Engineer's Estimate. The following irregularities were noted in the bids:

There are minor arithmetic errors in the next low bidder, Cadillac Asphalt LLC's bid. These errors did not impact the overall bid order.

Pro-Line Asphalt Paving Corp, the low bidder, has successfully completed similar projects in the City of Rochester Hills, City of Plymouth, Macomb County, and Oakland County. The bonding company listed in the Statement of Qualifications (Great American Insurance Company, Guy Hurley Blaser & Heuer, LLC is the agent) has an AM Best rating that exceeds the minimum requirements.

We recommend award of the Neighborhood Roads HMA Contract 3 to Pro-Line Asphalt Paving Corp for the Bid Amount, excluding crew day costs, of \$623,496.67.

Please feel free to contact me if you need anything else or wish to discuss the project.

Sincerely,

A handwritten signature in blue ink that reads "Sean Kelsch".

Sean Kelsch, P.E.  
Project Manager

cc: Mark Koskinen, AECOM

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

**2016 NEIGHBORHOOD ROADS PROGRAM**

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 February 1, 2016 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 \$35,124 which is 6.4% of the awarded construction cost (\$548,818) for Contract 1, \$51,196 which is 6% of the awarded construction cost (\$853,264) for Contract 2, and \$39,904 which is 6.4% of the awarded construction cost (\$623,497) for Contract 3, totaling in the amount of \$126,224 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: \_\_\_\_\_