



CITY of NOVI CITY COUNCIL

**Agenda Item G
February 29, 2016**

SUBJECT: Approval to award engineering design services to URS Corporation (AECOM) for the Eight Mile Road Water Main project (Club Lane to Turnberry) in the amount of \$22,279.

SUBMITTING DEPARTMENT: Department of Public Services, Water and Sewer Division *ZIC RJA*

CITY MANAGER APPROVAL: *DX*

EXPENDITURE REQUIRED	\$ 22,279
AMOUNT BUDGETED	\$ 270,000
LINE ITEM NUMBER	592-592.00-976.012

BACKGROUND INFORMATION:

This project involves the extension of a 12-inch water main approximately 1,200 feet from the existing 8-inch main at 8 Mile Road and Club Lane to the east to the existing 12-inch water main along the frontage of the Turnberry Estates subdivision. This project was recommended as part of the 2014 Water System Master Plan, and would improve the redundancy for the residential subdivisions in the area that are currently only served by a single water main (if such a single water main fails, there would be no way to back-feed those residential areas, so they would not have water service until the failure is addressed).

URS's engineering fees are based on the fixed fee schedule established in the Agreement for Professional Engineering Services for Public Projects. The design fees for this project will be \$22,279 (8% of the estimated construction cost of \$242,554, plus \$2,875 for Wayne County permitting). The construction phase engineering fees will be awarded at the time of construction award and will be based on the construction contractor's bid price and the fee percentage established in the Agreement for Professional Engineering Services for Public Projects. A draft of the Supplemental Professional Engineering Services Agreement for this project is enclosed and includes the project scope and schedule.

The project will be designed over the next few months, and construction of this project is expected to commence in summer or fall of 2016.

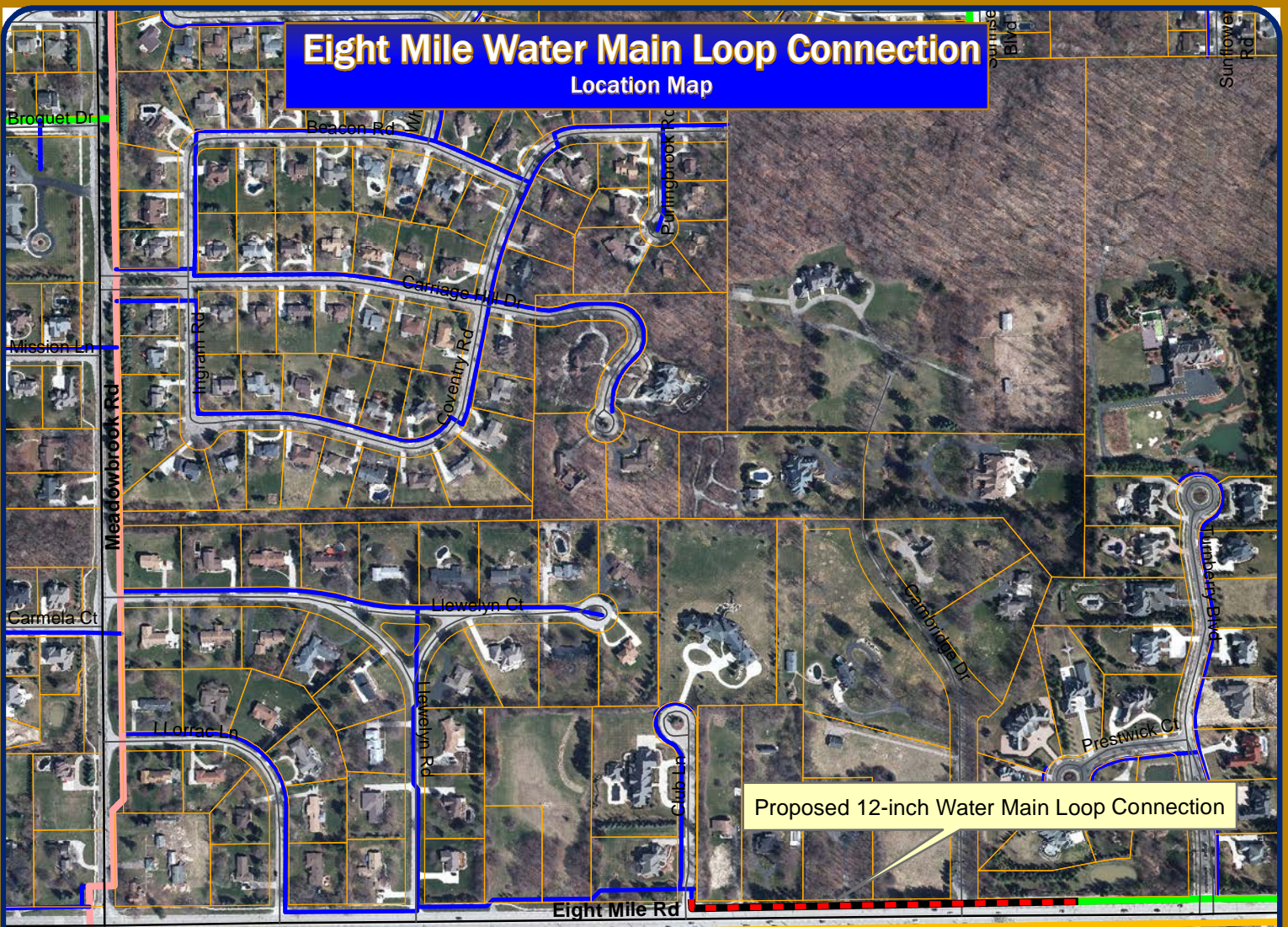
RECOMMENDED ACTION: Approval to award engineering design services to URS Corporation (AECOM) for the Eight Mile Road Water Main project (Club Lane to Turnberry) in the amount of \$22,279.

	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				

Eight Mile Water Main Loop Connection

Location Map



Map Author: Croy
 Date: 1/5/16
 Project: 8 Mile WM Loop
 Version #: v1.0

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

- 8-inch
- 12-inch
- 20-inch
- 30-inch



1 inch = 500 feet



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



February 10, 2016

Mr. Ben Croy, PE
City of Novi
Water and Sewer Senior Manager
26300 Lee Begole Drive
Novi, MI 48375

**Reference: Proposal for Engineering Services
8 Mile Road Water Main Extension**

Dear Mr. Croy,

AECOM is pleased to submit this proposal for the above referenced project. We understand that the project includes the extension of approximately 1,300 feet of 12-inch water main along 8 mile to fill in an existing gap east of Meadowbrook.

We understand the City has estimated a \$225,000 cost of construction for the subject project. AECOM completed a construction estimate for this project, and determined an estimated cost of \$242,554.63. The construction estimate is included with this proposal for reference.

The following tasks will be completed for the project:

Initial Meeting and Scope Verification

The intent of this task is to meet with the City and verify the limits and scope of work for the project. The need for any additional improvements and work in addition to the water main extension will also be identified and discussed at the meeting. Upon completion of this task, we will move forward with the preliminary design.

Base Plans

Base drawings will be created using the aerial photos, supplemented by GIS maps, limited topographic survey, and field notes from the site walk of the project area.

AECOM will prepare base plans (30%-40% complete) to identify the major design features. These plans will also be used to further the utility investigation and resolution of potential conflicts. Base plans will include the results of the site walk, utility information from response to our solicitations, and a preliminary estimate.

AECOM will distribute the base plan design set to the utility companies that have indicated that they have facilities in the project area. We will incorporate the additional information that utility companies provide to AECOM into the plan set.

Preliminary Plans

Incorporating the information obtained from the above tasks, we will prepare the preliminary plan set (90%) in accordance with City requirements. This submittal will include items such as the typical cross sections, materials/quantities and details. A Project Manual and preliminary updated cost estimate will also be prepared and submitted.

Final Plans and Proposal

AECOM Great Lakes, Inc.
27777 Franklin Road, Suite 2000
Southfield, MI 48034
Tel: 248.204-5900
Fax: 248.204-5901



Mr. Ben Croy, PE
January 25, 2016
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Incorporating comments from the City, AECOM will develop the final plans submittal, including the plan set, Project Manual, and cost estimate.

Advertising and Award

We will respond to any final comments received from the City and submit the Advertisement for Bids to the City for publication. Contract Documents will be made available to bidders by AECOM. AECOM will respond to bidder inquiries during the advertising period and prepare addenda as required. Following the bid opening, AECOM will submit the Bid Tabulation and a letter with recommendations regarding contract award.

Construction

At the request of the City, AECOM will provide a separate proposal for Construction Inspection, Contract Administration, and Construction Staking services.

Schedule

We anticipate that the following schedule can be maintained:

Notice To Proceed	February 2016
Base Plans Submittal	March 2016
Preliminary Plans Submittal	April 2016
Final Plans Submittal	May 2016
Contract Award	June 2016
Begin Construction	July, 2016
End Construction	August 2016

Estimated Cost of Construction and Design Fees

We understand that a construction budget of \$225,000 has been set and that the limits and scope of work will need to be set to meet the budget. At the request of the City, AECOM performed a construction estimate, and determined the estimate construction cost to be \$242,554.63. The design fee (using the Engineering Fee Chart for Water Main Utility Construction Projects) is 8% of construction cost.

Total Design Fee = 8% x \$242,554.63 = \$19,404.37.

Wayne County Plan Review and Permit Fees

This project will require Wayne County Permits for work within the Wayne County Right of Way. As requested by the City, we have estimated plan review and permit fees to the best of our ability based on information available on the Wayne County Website as follows:

Wayne County Plan Review Fee = \$175
Wayne County Permit Fee = \$2500
Wayne County R.O.W. Occupation Fee = \$200

Wayne County will provide final plan review and permit costs upon completion of their initial review. It is our understanding that these fees will be included under a separate fee, allowing the actual costs to be modified following Wayne County's review.



Mr. Ben Croy, PE
January 25, 2016
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As such, additional fees may be required based on their determination of actual costs. Any additional plan requirements requested by Wayne County above those covered under our services agreement will be requested under an authorization for additional services request.

Services Not Included in proposal

Construction Inspection, Contract Administration, and Construction Staking services are not included in the above fee. AECOM will provide a separate proposal for said services at the request of the City of Novi.

Thank you for the opportunity to be involved with this project. Please contact me if you have any questions or wish to discuss this submittal.

Sincerely,

AECOM Great Lakes, Inc.

A handwritten signature in blue ink that reads "Sean Kelsch". The signature is written in a cursive style and is positioned above a horizontal line.

Sean Kelsch, PE
Vice-President

ENGINEER'S OPINION OF PROBABLE COST 2-10-2016

City of Novi, Michigan
8 Mile Water Main Loop Connection

Item #	List of Unit Prices	Unit	Qty	Unit Price	Bid Price
1	Mobilization/General Conditions (10%)	LS	1.00	\$ 12,500.00	\$ 22,050.42
2	Pre-construction Video	LS	1.00	\$ 1,200.00	\$ 1,200.00
4	Soil Erosion and Sedimentation Control	LS	1.00	\$ 3,800.00	\$ 3,800.00
5	Traffic Control	LS	1.00	\$ 10,000.00	\$ 10,000.00
6	12" D.I. Water Main	LF	1,180.00	\$ 123.00	\$ 145,140.00
7	Tunnel Pit	LS	1.00	\$ 3,700.00	\$ 3,700.00
8	12" D.I. Water Main - Tunnel	LF	60.00	\$ 310.00	\$ 18,600.00
9	8" D.I. Water Main	LF	20.00	\$ 19.00	\$ 380.00
10	8" Gate, Valve & Well	EA	1.00	\$ 6,500.00	\$ 6,500.00
11	12" Connection to Existing Water Main	EA	2.00	\$ 3,000.00	\$ 6,000.00
12	Hydrant	EA	2.00	\$ 8,650.00	\$ 17,300.00
13	Sidewalk Removal	SY	28.33	\$ 5.50	\$ 155.82
14	Sidewalk Replacement	SY	28.33	\$ 7.55	\$ 213.89
15	Seeding and Mulching	SY	2,147.00	\$ 3.50	\$ 7,514.50
				Total=	\$ 242,554.63
17	Crew Days	EA	30.00	640.00	\$ 19,200.00
	TOTAL BID				\$ 261,754.63
	Inspections Reduction				\$ 19,200.00
	8 Mile Water Main Loop Connection				\$ 242,554.63

- * Sprinkler Systems
- * Fiber Optic
- * Gas location
- * Provide Water Services

SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT

EIGHT MILE WATER MAIN EXTENSION
CLUB LANE TO TURNBERRY

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 December 17, 2012.

The project includes the design and the preparation of plans and specifications for the installation of 12-inch water main between the two existing mains at Club Lane and the Turnberry Subdivision.

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. Design Phase Services: The Consultant shall complete the design phase services as described herein for a lump sum fee of \$19,404, which is 8.00% of the estimated construction cost (\$242,554) as indicated on the Design and Construction Engineering Fee Curve, plus \$2,875 for estimated Wayne County permit and plan review fees, for a total fee of \$22,279.
 - b. Construction Phase Services will be awarded at the time of construction award, should it occur.

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 permissive 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:
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:
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.

1. See attached.

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.