



## CITY of NOVI CITY COUNCIL

**Agenda Item J**  
**June 17, 2013**

**SUBJECT:** Approval to award an amendment to the engineering services agreement with URS Corporation for construction engineering services related to the Novi Road/Old Novi Road Traffic Signal Modernization Project, in the amount of \$18,317.

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

**CITY MANAGER APPROVAL:** *[Signature]*

<b>EXPENDITURE REQUIRED</b>	<b>\$ 18,317</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 230,734</b>
<b>LINE ITEM NUMBER</b>	<b>202-202.00-865.115</b>

### **BACKGROUND INFORMATION:**

The traffic signal at the intersection of Novi Road and Old Novi Road/Sandstone Drive was irreparably damaged by a vehicular crash on January 1, 2013. The crash caused major damage to the signal's electrical equipment (control panel, traffic detection system, communications, signals, etc.) requiring a complete replacement of the signal. The traffic signal is owned by the City, but is maintained by the Road Commission for Oakland County (RCOC) under a maintenance agreement. A temporary traffic signal was installed by RCOC to maintain the safe movement of traffic at the intersection, which is located on a curve with limited sight distance (location map, attached). The temporary signal was installed as a short-term solution for this intersection using salvaged equipment and should be replaced in a timely manner. Additionally, the temporary signal is unable to communicate with the Oakland County Traffic Operations Center and does not include left turn phases for Novi Road; therefore, the operation of the temporary signal is not optimized.

The design for the new signal includes the appropriate upgrades and modernization as necessary to bring the intersection up to current standards. This project also includes improvements to the sidewalk and ramps at the intersection as necessary to comply with the Americans with Disabilities Act standards. The reconstruction of the signal provides an opportunity to upgrade the signal with the installation of mast arm signal poles at this intersection because Novi Road is one of the three corridors in the City designated for mast arm traffic signals. (Grand River Avenue and 12 Mile Road are the other two.) Since there is a long lead time to procure the mast arms, staff worked with URS to publicly advertise and procure the mast arms in advance of awarding the construction contract to expedite the installation of the permanent signal.

Staff is working with the City's property and liability insurer, the Stevenson Company, to recoup costs for the reconstruction of the signal. Engineering has provided the insurer with total project cost including all costs incurred to date and anticipated costs to complete the project. It is our understanding that City would not be reimbursed for the mast arms and related work that would be considered an upgrade to the original signal that was damaged.

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 \$11,917 (5.0% of the \$209,858 construction bid plus 5.0% of the \$28,485 for the mast arms that were procured in advance of the construction bid) and an inspection fee of \$6,400 (\$640 per crew day, multiplied by the 10 days provided in the contractor's bid) for a total fee of \$18,317.

The construction contract award is proposed for consideration elsewhere on this agenda. It is anticipated that the project will be completed by August 22, 2013.

**RECOMMENDED ACTION:** Approval to award an amendment to the engineering services agreement with URS Corporation for construction engineering services related to the Novi Road/Old Novi Road Traffic Signal Modernization Project, in the amount of \$18,317.

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

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

# Location Map

Novi Road/Old Novi Road/Sandstone Drive Intersection



Project Location

Map Author: Brian Coburn  
Date: 2/4/13  
Project:  
Version #:

#### 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



1 inch = 227 feet

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

**NOVI ROAD AND OLD NOVI ROAD SIGNAL REPLACEMENT**

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 27, 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 \$11,917, which is 5.0% of the awarded construction cost for the project (\$209,858 for construction and \$28,485 for the mast arms and standards) 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  
\_\_\_\_\_.

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