



CITY of NOVI CITY COUNCIL

Agenda Item N
October 6, 2014

SUBJECT: Approval to award an amendment to the engineering services agreement with URS Corporation for construction engineering services for the Haggerty Road Widening project in the amount of \$19,663.

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

CITY MANAGER APPROVAL: *WPA*

EXPENDITURE REQUIRED	\$ 19,663
AMOUNT BUDGETED	\$ 44,970
LINE ITEM NUMBER	204-204.00-805.656

BACKGROUND INFORMATION:

Each year, the City receives an allocation of funds from the Tri-Party Program in which the City, Road Commission for Oakland County (RCOC), and Oakland County each pay one-third toward a project within the RCOC right-of-way. City Council approved a resolution on February 18, 2014 authorizing participation in RCOC's 2014 Tri-Party Program for Road Improvements dedicating Novi's 2014 allotment of \$159,089 to widen Haggerty Road south of Ten Mile Road. The project would add a right lane to fill a 700-foot long lane drop on southbound Haggerty, south of Ten Mile Road. A lane drop occurs when one through lane is merged into another. Such is the case between Westminster Circle and Shorebrooke Townhouses where there is a transition from two southbound lanes to one lane and then back to two southbound lanes. As explained in the attached memo, there were several other lane drops along Haggerty Road that have been addressed over the past few years, and this specific location is the last remaining lane drop.

During the design phase, soil borings showed that poor soils exist under Haggerty Road, including the area of the road widening. This required additional design effort to develop an improved road cross-section that can be constructed over this type of poor subgrade. The development of this new cross-section added some additional cost to the project, and delayed the project approximately one month to develop a viable solution.

The construction phase engineering fees are determined using two component: 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 engineering fees for this project include a contract administration fee of \$8,463 (6% of the \$141,050 construction bid) and an inspection fee of \$11,200 (\$640 per crew day, multiplied by the 17.5 days provided in the contractor's bid) for a total fee of \$19,663.

Construction is anticipated to commence in October, and be completed this year, weather permitting.

RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with URS Corporation for construction engineering services for the Haggerty Road Widening project in the amount of \$19,663.

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

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

HAGGERTY ROAD WIDENING

South of Ten Mile

Location Map



Haggerty Road Widening
to eliminate existing lane gap

Map Author: Croy
Date: 3/3/14
Project: Haggerty Road Widening
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.



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

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

**HAGGERTY ROAD WIDENING
SOUTH OF TEN MILE**

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 March 10, 2014 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 \$8,462.99, which is 6% of the awarded construction cost (\$141,049.84) 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: _____