



## CITY of NOVI CITY COUNCIL

**Agenda Item E**  
**March 10, 2014**

**SUBJECT:** Approval to award an engineering services agreement with URS Corporation for design engineering services related to the Haggerty Road Lane Gap Construction project in the amount of \$9,970; and approval of an additional appropriation in the amount of \$9,970 for this budget line item.

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

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

<b>EXPENDITURE REQUIRED</b>	<b>\$ 9,970</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 0</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$ 9,970 (from Municipal Street Fund Balance)</b>
<b>LINE ITEM NUMBER</b>	<b>204-204.00-805.656</b>

### BACKGROUND INFORMATION:

City Council approved a resolution on February 18, 2014 authorizing participation in the Road Commission for Oakland County's (RCOC) 2014 Tri-Party Program for Road Improvements dedicating Novi's 2014 allotment of \$159,089 to widen Haggerty Road just 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.

Filling this gap has been scoped as a potential project in the proposed FY14-15 Capital Improvements Program (CIP), and has a total estimated project cost of \$120,000. The RCOC is unable to commit to 2014 construction if in-house RCOC staff is used for design, therefore staff recommends engineering award to one of the City's consultants to prepare construction drawings and specifications. Once the project is designed and constructed, any leftover Tri-Party funds could be re-allocated to one of several future road projects such as Napier Road paving (Nine Mile Road to Ten Mile Road).

URS was selected as the consultant for this project and the 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 \$9,970 (11.4% of the estimated construction cost of \$87,463). 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.

A cost participation agreement between the Road Commission for Oakland County, Oakland County Government and the City of Novi will be forthcoming to allocate the funding for the project to ensure that Novi receives funding from Oakland County and Road Commission for Oakland County as soon as possible to offset a majority of the project costs. Additionally, the City of Farmington Hills has pledged a contribution of \$18,500 toward the project (see attached email). Based on the current project estimate of \$120,000 (including engineering and construction costs) the estimated allocation of costs would be as follows:

Total Estimated Project Cost Haggerty Road Lane Gap		\$120,000
Tri-Party Funding		
Road Commission for Oakland County	\$40,000	
Oakland County Government	\$40,000	
Farmington Hills Contribution	\$18,500	
Less Outside Funding		(\$98,500)
Final Novi Project Costs Haggerty Widening		\$21,500

The Engineering for this project is not funded in the current budget, but staff recommends award of engineering at this time to facilitate construction of the project in the 2014 construction season. An appropriation is required to add funds to the line item for the Haggerty Road Engineering line item in the budget. To offset the new expenditure, surplus revenue earned to date will be used as shown in the summary below.

Budget Line Item	Description	Amount
204-204.00-805.656	Eng-Haggerty Road Lane Gap	\$9,970
204-000.00-665.000	Miscellaneous Income	(\$9,970)
		\$0

It is anticipated that this project will be begin this summer and be completed this construction season.

**RECOMMENDED ACTION:** Approval to award an engineering services agreement with URS Corporation for design engineering services related to the Haggerty Road Lane Gap Construction project in the amount of \$9,970; and approval of an additional appropriation in the amount of \$9,970 for this budget line item.

	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				

## MEMORANDUM



**TO:** CLAY PEARSON, CITY MANAGER  
**FROM:** ROB HAYES, DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER  
**SUBJECT:** HAGGERTY ROAD BETWEEN 9 MILE AND 10 MILE ROADS  
**DATE:** FEBRUARY 6, 2014

*2/16/14  
To Mayor & City  
Council Members  
For your  
upcoming consideration*

A lane drop occurs where one through lane is merged into another (for example, reducing a 4-lane roadway to a 3-lane section). Over the years, several lane drops along Haggerty Road south of Ten Mile Road have been eliminated. In 2007, the City of Novi funded the elimination of three lane drops between Nine Mile and Eight Mile Roads: one on the west/Novi side and two on the east/Farmington Hills side of Haggerty. All involved widening the roadway from a 3-lane to a 4-lane section. Last summer, Farmington Hills' Mahle, Inc. expansion project included the widening of Haggerty to eliminate another lane drop on the east side of Haggerty.

Now there is a single remaining lane drop, which is located on the west side of Haggerty that starts a 1/4-mile south of Ten Mile (just south of Westminster Circle) and continues for approximately 700 feet (north of the Mahle project):



Filling this gap has been scoped as a potential project in the proposed FY14/15 Capital Improvements Program (CIP), and has a total estimated project cost of \$110,000.

We approached colleagues at the City of Farmington Hills' Department of Public Services to see if they would be amenable to participating in this project, since Novi solely funded eliminating the three lane drops in 2007. Because we were contemplating the use of Tri-Party funds for this project, Farmington Hills has agreed to participate by contributing up to half of our Tri-Party share (half of one-third of the cost, which equates to 16.67% or roughly \$18,500). We recently received word that our annual Tri-Party allocation for 2014 would be \$159,089. Therefore, we propose to dedicate Tri-Party funding toward the construction of this project; and because the Road Commission for Oakland County (RCOC) does not currently have the bandwidth to complete project design, we would retain a design consultant to prepare construction drawings and specifications. Once the project is designed and we have a better defined cost estimate, we would allocate any leftover Tri-Party funds to one of several future road projects.

Our plan is to present a resolution designating this project for 2014 Tri-Party funding at the February 18 City Council meeting. The award of a contract for design services would be presented at Council's March 10 meeting.

Please let me know if you have any questions, comments or concerns in regard to the planned approach to complete this project.

cc: Victor Cardenas, Assistant City Manager  
David Molloy, Director of Public Services  
Brian Coburn, Engineering Manager  
Carl Johnson, Finance Director

## Hayes, Rob

---

**From:** Gary Mekjian <GMekjian@fhgov.com>  
**Sent:** Thursday, January 30, 2014 9:37 AM  
**To:** Hayes, Rob  
**Cc:** James Cubera; Steve Brock  
**Subject:** Re: Haggerty South of Ten Mile - Follow-up

Rob,

I have discussed this issue with Steve Brock and we propose that the City of Farmington Hills will contribute in an amount not to exceed \$18,500. We arrived at this number based on your project cost estimate, and the City of Novi asking RCOC to construct this as a tri-party project.

If you have any other questions please call me.

Gary M. Mekjian, P.E.  
Director of Public Services  
City of Farmington Hills, MI  
31555 W. Eleven Mile Road  
Farmington Hills, MI 48336  
Office: (248) 871-2535

>>> Gary Mekjian 1/8/2014 4:09 PM >>>

Rob,

please forward to me the location, scope, and project cost estimate for the proposed project. Once I have this, I'll take a look at it with my staff. Some initial concerns are that based on it being a relatively small project, unit pricing will come in over estimate, at least that's been our recent experience on a similar county road project in the Hills. Also, if this has to be bid through MDOT, it's going to drive the costs up too.

>>> "Hayes, Rob" <[rhayes@cityofnovi.org](mailto:rhayes@cityofnovi.org)> 1/8/2014 1:55 PM >>>

Hey, Gary:

Now I recall the other program Tom mentioned that could fund this last lane drop gap and is something I've not heard of before: the Federal "National Highway Performance Program" (NHPP – a new component of MAP-21?). The earliest we could see construction under NHPP would be 2016.

Also just to clarify, filling this last gap would result in a continuous 4-lane section (I think I said 3 lanes over the phone).

Thanks again for checking into this,

Rob

**Pearson, Clay**

---

**From:** Hayes, Rob  
**Sent:** Thursday, January 09, 2014 11:34 AM  
**To:** Pearson, Clay  
**Subject:** FW: Haggerty South of Ten Mile - Follow-up  
**Attachments:** 132-04 Haggerty Road Widening.pdf

1/9/14  
To: Mayor & City Council Members

Clay:

FYI - Farmington Hills is actually looking into helping to fund this small project.

More to follow,

Rob

We are continuing to look at ways for further improvements on RCOC's Haggerty Road, this the south of Ten Mile Road segment. Looking at 14/15 for Tri-Party funds w/ Farmington Hills.

**From:** Hayes, Rob  
**Sent:** Thursday, January 09, 2014 11:33 AM  
**To:** Gary Mekjian ([GMekjian@fhgov.com](mailto:GMekjian@fhgov.com))  
**Cc:** Coburn, Brian  
**Subject:** RE: Haggerty South of Ten Mile - Follow-up

Hi Gary:

The project location is the lane drop on the west side of Haggerty that starts a 1/4-mile south of Ten Mile (just south of Westminster Circle) and continues for approximately 700 feet (a few hundred feet north of the POE of the Mahle project):



From the attached estimate, you can see that we're already using relatively higher unit costs for this small job. My hope is that this could be a Tri-Party project whereby we would each contribute equally in the local one-third cost share, so there'd be no LAP involvement.

This is the last remaining lane drop on either side of Haggerty south of Ten. You may recall that Novi worked with RCOC to fund the removal of 3 lane drops on the east side of Haggerty and 1 on the west side between 8 and 9 Mile back in 2007.

Thanks again for considering this proposal,

Rob



**Rob Hayes, P.E.** | Director of Public Services/City Engineer  
City of Novi | 45175 Ten Mile Road | Novi, MI 48375 USA  
t: 248-735-5636 f: 248-735-5659

[cityofnovi.org](http://cityofnovi.org) | [InvestNovi.org](http://InvestNovi.org)

To receive monthly e-news from Novi or follow us on Facebook, [click here](#).

**From:** Gary Mekjian [<mailto:GMekjian@fhgov.com>]  
**Sent:** Wednesday, January 08, 2014 4:10 PM  
**To:** Hayes, Rob  
**Subject:** Re: Haggerty South of Ten Mile - Follow-up

Rob,  
please forward to me the location, scope, and project cost estimate for the proposed project. Once I have this, I'll take a look at it with my staff. Some initial concerns are that based on it being a relatively small project, unit pricing will come in over estimate, at least that's been our recent experience on a similar county road project in the Hills. Also, if this has to be bid through MDOT, it's going to drive the costs up too.

**SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

**HAGGERTY ROAD WIDENING**  
**SOUTH OF TEN MILE**

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 widening of Haggerty Road south of Ten Mile Road, extending the right lane to fill the existing gap and provide two continuous southbound lanes on Haggerty.

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 \$9,970, which is 11.4% of the estimated construction cost (\$87,462) as indicated on the Design and Construction Engineering Fee Curve.
  - 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.



February 28, 2014

Mr. Ben Croy, PE  
City of Novi  
Field Services Complex  
26300 Delwal Drive  
Novi, MI 48375

**Reference: Haggerty Road Gap Paving South of 10 Mile Road**

Dear Mr. Croy,

URS is pleased to submit this proposal for the above referenced project. We understand that the right lane of southbound Haggerty Road is to be extended in the vicinity of Stonehenge Road to fill the existing gap and provide for two continuous southbound lanes on Haggerty Road.

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 and location of soil borings and pavement cores will also be discussed and determined at the scope verification meeting. Upon completion of this task, the URS team will move forward with the surveying and preliminary design.

#### **Survey and Base Plans**

The intent of this task is to provide topographic survey and base mapping as needed for the proposed design work. A full topographic survey will be completed for the project area. Base drawings will be created using available photography and the survey data.

As the necessary survey is completed, URS 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 and geotechnical investigations.

Base plans will include the results of the survey information, utility information from response to our solicitations, and a preliminary estimate.

URS will distribute the base plan design set to the utility companies that have indicated that they have facilities in the project area. URS will incorporate the additional information that utility companies provide to URS into the plan set. On-site meetings may be necessary to further clarify coordination and clearance of particular overhead and underground utility facilities.

#### **Preliminary Plans**

Incorporating the information obtained from the above tasks, URS will prepare the preliminary plan set (90%) and proposal package. This submission will include items such as the utility locations, typical cross sections, materials/quantities and boring logs. Recommendations provided as a result of the geotechnical report prepared for the project will be incorporated into the design. The preliminary plan submittal will also include the Project Manual.





Mr. Ben Croy, PE  
February 28, 2014  
Page 2

### Final Plans and Proposal

Incorporating comments from the City, URS will develop the Final plans and Project Manual. A Road Commission for Oakland County permit application will also be prepared and submitted.

### Advertising

URS will respond to any final comments received from the City and the Road Commission and will prepare the advertisement for bids. URS will distribute the contract documents to plan rooms and prospective bidders and answer questions and prepare addenda, as required, during the bidding.

### Bid Opening and Award

URS will attend the bid opening, if requested, and analyze the bids received. A tabulation of bids and a letter with recommendations on award of a contract will then be prepared and submitted.

### Construction

URS will provide full time inspection, contract administration, staking and coordinate materials testing as required for the project.

### Schedule

Upon notification to proceed, it is estimated that the following schedule could be maintained:

Scope Verification Meeting	Tuesday April 1, 2014
Survey & Base Plans Submittal	Friday May 9, 2014
Preliminary Plans Submittal	Friday May 31, 2014
Final Plans Submittal	Friday June 27, 2014
Advertise for Bids	Monday, July 7, 2014
Open Bids	Wednesday, July 30, 2014
Contract Award (By City)	Monday August 11, 2014
Begin Construction	August 25, 2014
End Construction	September 15, 2014

### Estimated Cost of Construction and Design Fees

Construction Cost, with Crew/Inspector Days, is estimated at \$97,060 as shown in the detailed estimate which follows. For calculation of the Design Fee, the Crew/Inspector days have been removed from the total.

DESIGN FEE (11.40% x \$87,460):           **\$ 9,970**

We understand that the fees for construction services will be determined after a construction contract is awarded. Please contact our project manager, Sean Kelsch, if you have any questions or wish to discuss this submittal.

Sincerely,

URS Corporation – Great Lakes

Jan Hauser, PE  
Vice President

Sean Kelsch, PE  
Manager, Highway Engineering Services

**City of Novi**  
**Haggerty Road Gap Paving South of 10 Mile Road**  
**Preliminary Estimate of Cost**  
**2/28/2014**

Item No.	Item Description	Unit	Quantity	Unit Price (\$)	Total Cost (\$)
1	Mobilization (5%)	LS	1	3,470.75	\$ 3,470.75
2	Maintaining Traffic	LS	1	\$ 10,000.00	\$ 10,000.00
3	Pavt, Rem	Syd	86	\$ 20.00	\$ 1,720.00
4	Culv, Less than 24 inch, Rem	Ea	1	\$ 500.00	\$ 500.00
5	Sawcut Pavment, Full Depth	Ft	475	\$ 10.00	\$ 4,750.00
6	Roadway Grading	Sta	4.5	\$ 3,000.00	\$ 13,500.00
7	Subgrade Undercutting	LS	1	\$ 500.00	\$ 500.00
8	Erosion Control Items	LS	1	\$ 2,000.00	\$ 2,000.00
9	Aggregate Base, 21AA, 8 inch	Syd	552	\$ 10.00	\$ 5,520.00
10	Shoulder, CI II, 4 inch	Syd	150	\$ 10.00	\$ 1,500.00
11	Underdrain, Subbase, 6 inch	Ft	450	\$ 8.50	\$ 3,825.00
12	Underdrain, Outlet, 6 inch	Ft	25	\$ 10.00	\$ 250.00
13	Underdriin, Outlet Ending, 6 inch	Ea	1	\$ 150.00	\$ 150.00
14	HMA, 4C	Ton	130	\$ 100.00	\$ 13,000.00
15	HMA, 3C	Ton	80	\$ 90.00	\$ 7,200.00
16	Slope Restoration, Type B	Syd	1,000	\$ 4.00	\$ 4,000.00
17	Permanent Pavement Markings	LS	1	\$ 1,000.00	\$ 1,000.00
	<b>SUBTOTAL CONSTRUCTION ITEMS</b>				<b>\$ 72,885.75</b>
	Contingency (20%)				\$ 14,577.15
	Inspector Days	Day	15	\$ 640.00	\$ 9,600.00
	<b>TOTAL CONSTRUCTION COST</b>				<b>\$ 97,062.90</b>