



CITY of NOVI CITY COUNCIL

**Agenda Item F
June 3, 2013**

SUBJECT: Approval to award an amendment to the engineering services agreement with URS Corporation for construction engineering services related to the 2013 Neighborhood Road Program—Contract 2 (Asphalt), in the amount of \$54,031.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 54,031
AMOUNT BUDGETED	\$ 354,000
LINE ITEM NUMBER	203-203.00-805.433 (Neighborhood Roads Engineering)

BACKGROUND INFORMATION:

For several years, the City Council has made it a goal to invest annually in neighborhood streets to maintain the City's local road network. To implement this goal, the City selects several residential streets to be addressed based on an evaluation of the pavement condition using PASER ratings, field observations by staff, and resident concerns. The 2013 Neighborhood Road Program will implement the City's Asset Management approach for pavements that was established in 2009. This project includes multiple treatment methods which were determined during the design process based on our asset management approach, focused on preventative maintenance where appropriate and designed to extend the life of the City's roads in the most cost-effective manner.

The asset management program stresses the importance of using preventative maintenance to preserve good quality roads using low-cost rehabilitation techniques, rather than allowing the roads to deteriorate to a point that requires reconstruction involving much more effort at a higher cost. Roads that have deteriorated significantly will be addressed with rehabilitation methods such as overlays, panel replacements, and joint repairs to allow more efficient application of available road funds to maximize the number of neighborhood streets included in each year in the program.

This award is the second contract being awarded for the 2013 construction season. This contract addresses the rehabilitation of asphalt streets listed below and as shown on the attached map:

Road Segment	From	To	Material	PASER	Treatment
Rehabilitation					
Meridian Ln	Heatherbrae Way S	Siegal	Asphalt	3/5	Mill and Overlay with Interlayer
Dartmoor Dr	Barclay Dr	End	Asphalt	3/5	Mill and Overlay with Interlayer
Stratford Ln	Beck Rd	End	Asphalt	3	Mill and Overlay with Interlayer
York Mills	Barclay Dr	Dartmoor Dr	Asphalt	3/5	Mill and Overlay with Interlayer
Barclay Ct	Barclay Dr	End	Asphalt	3	Mill and Overlay with Interlayer
Barclay Dr	Nine Mile	Stratford Ln	Asphalt	3/5	Mill and Overlay with Interlayer
Hazelton Ct	Dartmoor Dr	End	Asphalt	3	Mill and Overlay with Interlayer
Perth Ct	Barclay Dr	End	Asphalt	4	Mill and Overlay with Interlayer
Dunnabeck Ct	Stratford Ln	End	Asphalt	5	Mill and Overlay with Interlayer

Road Segment	From	To	Material	PASER	Treatment
Capital Preventative Maintenance					
Brook Forest Rd	Heatherbrook	Nine Mile	Asphalt	7	Slurry Seal
Heatherbrae Way	Heatherbrook	Nine Mile	Asphalt	7/8	Slurry Seal
Heatherbrook Ln	Heatherbrae	Heatherwoode	Asphalt	5/8	Slurry Seal
Deerfield Rd	Heatherbrook	Oakwood	Asphalt	7	Slurry Seal
Oakwood Dr	Brookforest	Heatherwoode	Asphalt	6/7	Slurry Seal
Sheridan Dr	Heatherbrook	Oakwood	Asphalt	7	Slurry Seal
Winfield Rd	Heatherbrook	Oakwood	Asphalt	8	Slurry Seal

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 \$26,511 (4.0% of the \$662,772 construction bid) and an inspection fee of \$27,520 (\$640 per crew day, multiplied by the 43 days provided in the contractor's bid) for a total fee of \$54,031.

This project was included in the FY2012-13 Capital Improvement Program (CIP) in the budgeted amount of \$354,000 for engineering of which \$150,890 was awarded for design phase engineering, \$32,617 has been awarded for construction phase engineering for contract 1, \$10,900 has been awarded for geotechnical engineering and material testing and \$54,031 is being recommended for award for construction phase engineering on contract 2 for a total of \$248,438 awarded for engineering to date. There is additional construction funding available to add more local street rehabilitation and reconstruction to the 2013 Neighborhood Road Program—a recommendation from staff will be forthcoming in late June. There is \$105,562 remaining in the FY12-13 budget for construction engineering for additional construction in the 2013 season.

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 construction season.

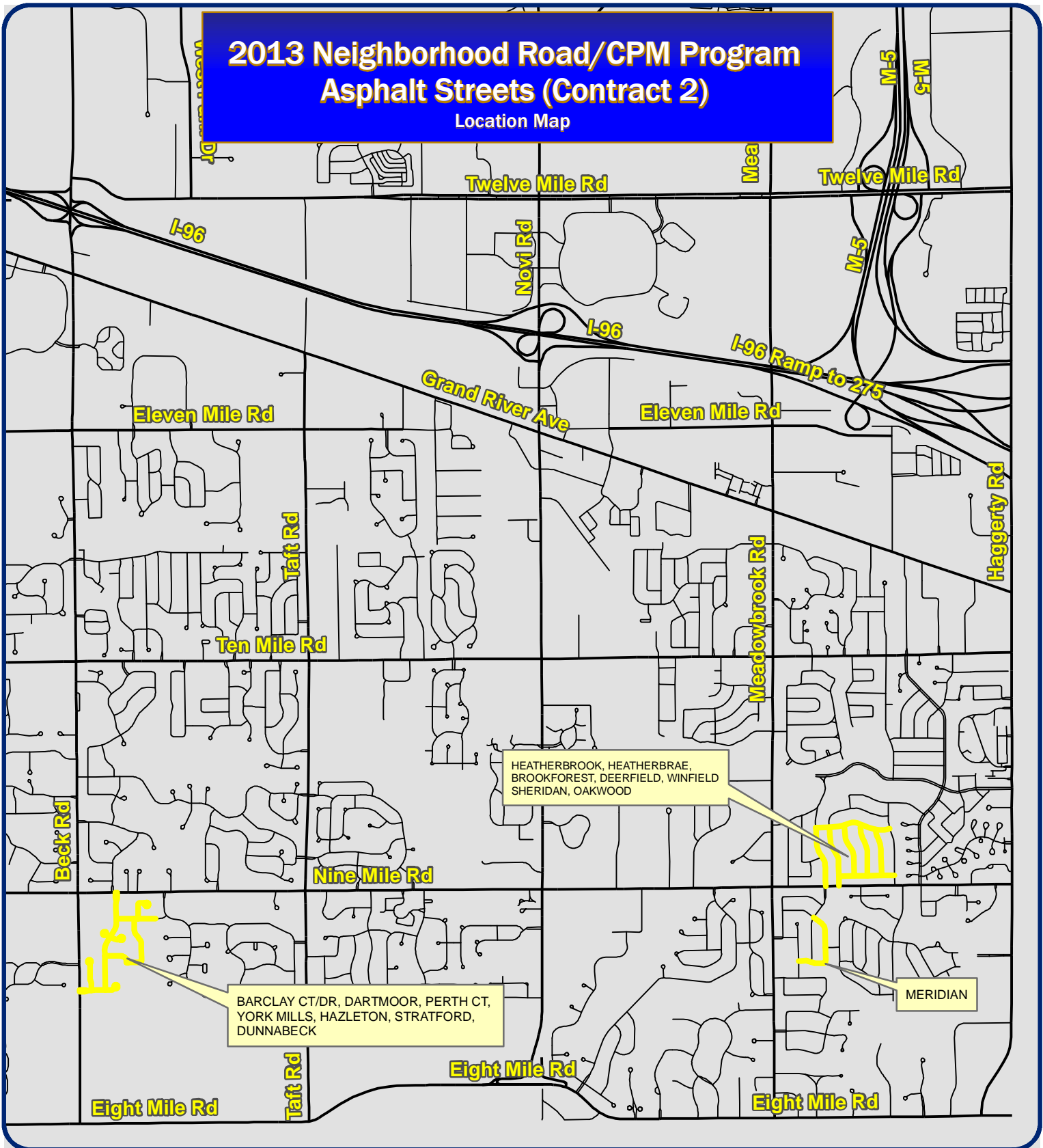
RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with URS Corporation for construction engineering services related to the 2013 Neighborhood Road Program—Contract 2 (Asphalt), in the amount of \$54,031.

	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				

2013 Neighborhood Road/CPM Program Asphalt Streets (Contract 2)

Location Map




Map Author: Croy
Date: 5/20/2013
Project: 2013 NRP/CPM HMA Contract 2
Version #: v4.0

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.

Legend

 2013 Asphalt Streets



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



1 inch = 3,000 feet

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

**2013 NEIGHBORHOOD ROADS PROGRAM AND
2013 CAPITAL PREVENTATIVE MAINTENANCE PROGRAM (LOCAL STREETS)
CONTRACT 2 – HMA STREETS**

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 September 25, 2012 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 (Contract 1): The Consultant shall complete Contract Administration services for a lump sum fee of \$20,647.07, which is 6.1% of the awarded construction cost for the project (\$338,476.60) as indicated on the Design and Construction Engineering Fee Curve and more specifically as follows:

1. Segments that require reconstruction (which includes full topographic survey) shall have a construction administration fee calculated at 7.0% of the estimated total construction cost (\$338,476.60). The current construction cost estimate for reconstruction work is \$186,749.80.

2. Segments that require rehabilitation (which does not require full topographic survey) shall have a construction administration fee calculated at 5.0% of the total estimated construction cost (\$338,476.60). The current construction cost estimate for rehabilitation work is \$151,726.80.

ii. Contract Administration (Contract 2): The Consultant shall complete Contract Administration services for a lump sum fee of \$26,511, which is 4.00% of the awarded construction cost for the project (\$662,772) as indicated on the Design and Construction Engineering Fee Curve.

iii. 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: _____