



# CITY of NOVI CITY COUNCIL

**Agenda Item B**  
**May 18, 2015**

**SUBJECT:** Approval to award an amendment to the engineering services agreement with URS Corporation for construction engineering services for the 2015 Chip Seal Program in the amount of \$23,856.

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

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

<b>EXPENDITURE REQUIRED</b>	<b>\$ 23,856</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 230,950</b>
<b>LINE ITEM NUMBER</b>	<b>203-203.00-866.500</b>

### BACKGROUND INFORMATION:

As part of the City's ongoing asset management approach to maintaining roads, a report that evaluated the City's 6.7 miles of streets that have a chip sealed surface treatment was completed in 2013. (Chip sealing is the application of an asphalt emulsion to seal the road's surface, followed by placement and compaction of small diameter crushed gravel.) The report identified \$806,200 of capital improvements necessary to improve and maintain the chip seal streets in good condition. The attached memo and report provide additional information regarding the evaluation and recommended improvements.

The findings of the report show that a funding level of approximately \$200,000 each year specifically for chip seal capital maintenance should be maintained through the FY2016-17 budget to make the necessary improvements to chip sealed roads to get them back into good condition. The report recommends an annual budget of \$90,000 beginning in FY2017-18 for preventative maintenance, which includes crack sealing and patching in addition to reapplication of chip seal as needed to maintain the roads in good condition.

The scope of the 2015 Chip Seal Program includes capital preventative maintenance, such as drainage improvements, base repair and new chip seal on the following streets:

- Chapman
- Endwell
- Herman
- Lashbrook
- Monticello
- Paramount
- Parklow
- Bernstadt
- Eubank
- Lemay
- Maudlin
- Owenton

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 \$9,776 (6% of the \$162,935 construction bid) and an inspection fee of \$14,080 (\$640 per crew day, multiplied by the 22 days provided in the contractor's bid) for a total fee of \$23,856.

The construction contract calls for substantial completion of the project within 30 days and final completion of the project within 40 days of the Notice to Proceed.

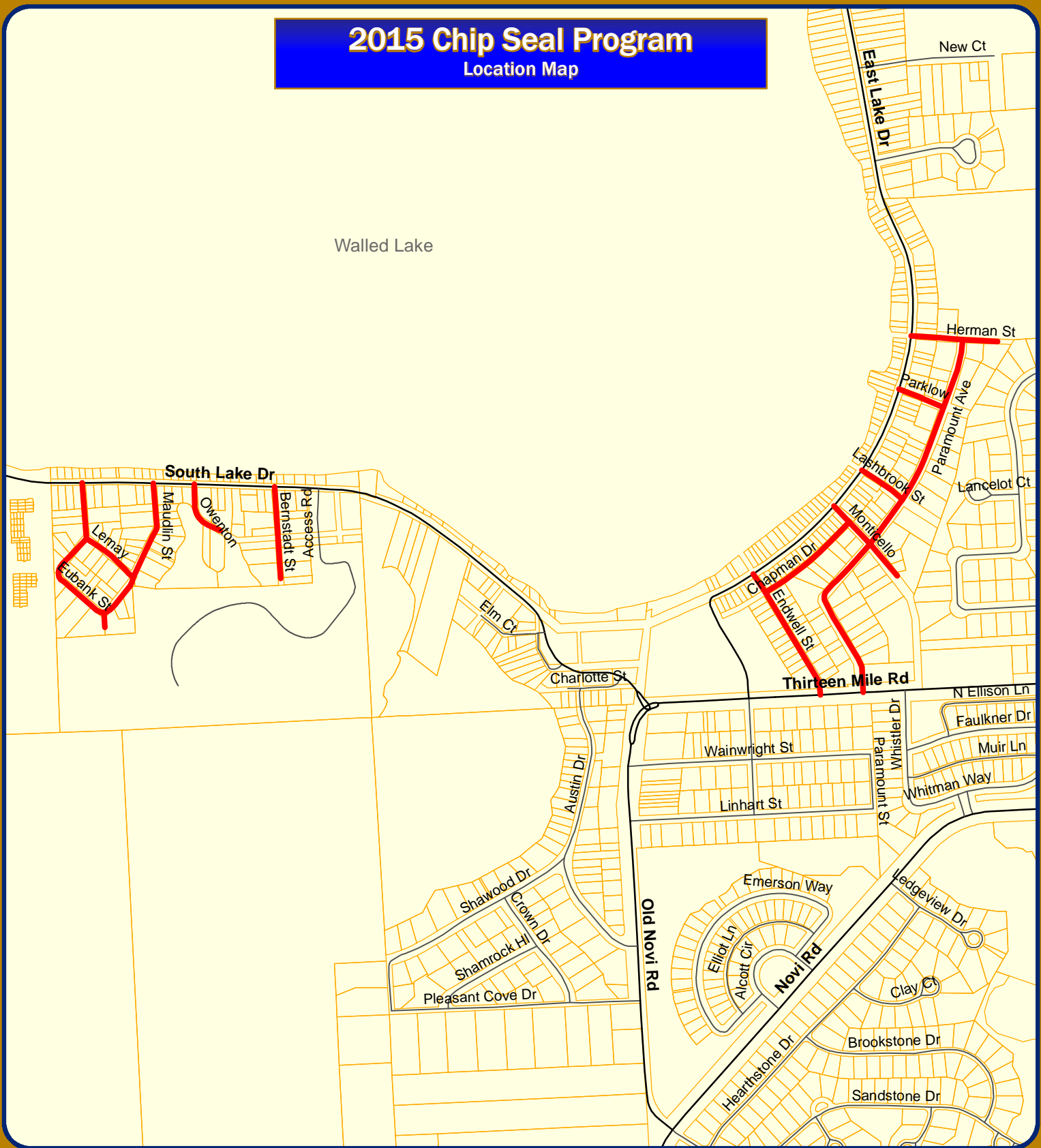
**RECOMMENDED ACTION:** Approval to award an amendment to the engineering services agreement with URS Corporation for construction engineering services for the 2015 Chip Seal Program in the amount of \$23,856.

	1	2	Y	N
<b>Mayor Gatt</b>				
<b>Mayor Pro Tem Staudt</b>				
<b>Council Member Casey</b>				
<b>Council Member Markham</b>				

	1	2	Y	N
<b>Council Member Mutch</b>				
<b>Council Member Poupard</b>				
<b>Council Member Wrobel</b>				

# 2015 Chip Seal Program

## Location Map



Map Author: Croy  
 Date: 1/12/15  
 Project: 2015 Chip Seal Program  
 Version #: v1.0

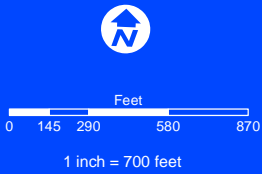
**MAP INTERPRETATION NOTICE**

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.

**Map Legend**

**2015 Chip Seal Streets**

— 2015 Chip Seal Streets



**City of Novi**  
 Engineering Division  
 Department of Public Services  
 26300 Lee BeGole Drive  
 Novi, MI 48375  
[cityofnovi.org](http://cityofnovi.org)

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

**2015 CHIP SEAL PROGRAM**

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 January 12, 2015 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 \$9,776.10, which is 6.0% of the awarded construction cost (\$162,935) 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: \_\_\_\_\_