

## CITY of NOVI CITY COUNCIL

Agenda Item H July 31, 2017

**SUBJECT:** Approval to award an amendment to the engineering services agreement with AECOM (URS Corporation-Great Lakes) for construction engineering services for the 2017 Chip Seal project in the amount of \$18,498.34.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division GDM

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$ 18,498.34	
AMOUNT BUDGETED	\$ 79,019 (FY 2016-17 Rollover) \$ 250,000 (FY 2017-18 Budget) \$ 329,019	
LINE ITEM NUMBER	203-203.00-870.017	

#### 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 roadway surface, followed by placement and compaction of small diameter crushed gravel. The remaining roads in the program will be divided between FY 2017-18 and FY 2018-19. The 2017 Chip Seal Program includes the following streets: Twelve ½ Mile Rd, Dixon Rd, Amis Ave, Faywood St, Lebenta St, North Haven Dr and Rexton St.

AECOM assisted City staff with the engineering plans for this project. The plans were advertised for public bid on June 28, 2017. 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 engineering fees for this project includes a contract administration fee of \$12,098.34. (5.5% of the \$219,969.85 construction bid) and an inspection fee of \$6,400.00 (\$640 per crew day, multiplied by the 10 days provided in the contractor's bid) for a total fee of \$18,498.34.

The construction contract award is proposed for consideration elsewhere on this agenda. It is anticipated that this project will be substantially complete by the fall of 2017 with final completion and restoration by the late fall of 2017.

**RECOMMENDED ACTION:** Approval to award an amendment to the engineering services agreement with AECOM (URS Corporation-Great Lakes) for construction engineering services for the 2017 Chip Seal project in the amount of \$18,498.34.

# 2017 Chip Seal Program **Location Map** Fourteen Mile Rd North Haven Dr W Pontiac Trl Amis Ave Rexton St Lebenta St Faywood St South Lake Dr Thirteen Mile Rd Twelve 1/2 Mile Rd To Be Paved by Private Development Dixon Rd Twelve Mile Rd City of Novi Legend Engineering Division Department of Public Services 26300 Lee BeGole Drive Novi, MI 48375 cityofnovi.org Amended By: Date: Chip Seal Candidates Department: MAP INTERPRETATION NOTICE 1 inch = 1,667 feet

### <u>FIRST AMENDMENT TO THE</u> SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT

#### **2017 Chip Seal Project**

First Amended Agreement between the City of Novi, 45175 W. Ten Mile Road, Novi, MI 48375-3024, hereafter, "City," and AECOM (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 May 08, 2017 shall be amended as follows:

# <u>Section 2. Payment for Professional Engineering Services.</u> The following Paragraphs shall be amended as follows:

#### 1. <u>Basic Fee.</u>

- a. Unchanged
- b. Unchanged
- c. Delete 1.c. 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 \$12,098.34, which is 5.5% of the awarded construction cost (\$219,969.85) 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	AECOM (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: