



CITY of NOVI CITY COUNCIL

Agenda Item H
April 4, 2011

SUBJECT: Approval to award an amendment to the engineering services contract for construction engineering services related to the 2010 Neighborhood Road Program (Concrete) to Spalding DeDecker Associates, Inc., in the amount of \$34,585.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *RAT* *BTL*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$34,585
AMOUNT BUDGETED	\$101,700
LINE ITEM NUMBER	203-203.00-805.431 (Local Street Fund)

BACKGROUND INFORMATION:

[The 2010 Neighborhood Road Program was approved for FY10/11 but construction was deferred until spring 2011 to ensure the availability of adequate funding in the Local Street Fund. For consistency, the project title has remained the same.]

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 2010 Neighborhood Road Program will implement the City's Asset Management approach for pavements that was established in 2009. 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 program will consist of two separate contracts: one for concrete pavement and the other for asphalt. This contract addresses the rehabilitation of concrete streets listed below:

Road Segment	From	To	PASER	Treatment
Sutherland	Portsmouth	Amherst	3	Discrete panel replacement and joint repair
Sheffield	Worcester	Daleview	3	Discrete panel replacement and joint repair
Glen Haven East/Cir	Eight Mile	Broquet	3-4	Discrete panel replacement and joint repair
Cumberland	Center St (N)	Center St (S)	5	Discrete panel replacement and joint repair
White Pines	Taft	Foxmoor	4	Discrete panel replacement and joint repair

The treatment technique proposed for these streets will result in an appearance similar to that depicted in the attached photographs.

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 \$19,211 (4.5% of the \$426,900 construction bid) and an inspection fee of \$15,375 (\$615 per crew day, multiplied by the 25 days provided in the contractor's bid) for a total not-to-exceed fee of \$34,585.

The construction contract award is proposed for consideration elsewhere on this agenda. Construction is scheduled to begin in May 2011 and completion is anticipated by fall 2011.

RECOMMENDED ACTION: Approval to award an amendment to the engineering services contract for construction engineering services related to the 2010 Neighborhood Road Program (Concrete) to Spalding DeDecker Associates, Inc., in the amount of \$34,585.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Fischer				
Council Member Margolis				

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

EXAMPLES OF CONCRETE REHABILITATION PROJECTS



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

2011 NEIGHBORHOOD ROAD PROGRAM

First Amended Agreement between the City of Novi, 45175 W. Ten Mile Road, Novi, MI 48375-3024, hereafter, "City," and Spalding DeDecker Associates, Inc., whose address is 905 South Boulevard East, Rochester Hills, MI 48307, 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 4, 2010 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 \$19,211, which is 4.5% of the awarded construction cost (\$426,900) as indicated on the Design and Construction Engineering Fee Curve, attached. Construction Inspection: The Consultant shall complete Construction Inspection services for \$615 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

Spalding DeDecker Associates, Inc.

By: James L. Van Tiflin, P.E.
Its: Project Manager

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: _____

