CITY of NOVI CITY COUNCIL



Agenda Item F February 9, 2015

SUBJECT: Approval to award an amendment to the engineering services agreement with Spalding DeDecker Associates for construction engineering services for the 2014 Neighborhood Road Program—Contract 1A (Asphalt) in the amount of 51,710.

XE

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division 610

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$ 51,710	
AMOUNT BUDGETED	\$ 361,897	
LINE ITEM NUMBER	203-203.00-805.434	

BACKGROUND INFORMATION:

A construction contract for 2014 Neighborhood Roads—Contract 1 (Asphalt) was awarded to Pavex Corporation in the amount of \$1,166,945. The project included all of the streets in Haverhill Farm subdivision as well as the streets listed in the table below. A Notice to Proceed was issued to the contractor on August 11, 2014 and the contractor was required to complete the project by November 9, 2014. Unfortunately, the contractor failed to meet the schedule and was only able to complete the work in Haverhill Farm behind schedule after many delays (see attached memo for additional information).

The construction contract allows the City to remove work from the contract. Two change orders removing the incomplete portions of the project were issued in January 2015 resulting in a decrease of \$500,225 for the original Contract 1 project. That work is now being re-bid as 2014 Neighborhood Roads Contract 1A (Asphalt). Contract 1A includes the streets that are listed below and shown on the attached map. The construction phase engineering fee that was awarded to Spalding DeDecker for Phase 1 was reduced as a result of the change order.

Road Segment	From	To	Material	PASER	Treatment
Malott Dr	Meadowbrook	Le Bost	Asphalt	3	Reconstruct with Interlayer/Geogrid
Le Bost Dr	Malott	200 feet	Asphalt	3	Reconstruct with Interlayer/Geogrid
Wedgewood Dr	Pontiac Trail	Springlake Blvd	Concrete to Asphalt	2	Reconstruct with Interlayer/Geogrid

The interlayer and geogrid listed under "treatment" are geosynthetic paving materials designed to extend the service life of the pavement. The interlayer is constructed of a fiberglass mesh embedded into high performance polyester mats and placed between asphalt lifts to provide additional strength and resist reflective cracking, while also preventing moisture infiltration into the pavement structure. The geogrid is placed within the aggregate base layer to reduce subgrade stresses by spreading point loads over a larger area (i.e., the "snowshoe effect").

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 \$28,030 (6.5% of the \$431,235.25 construction bid) and an inspection fee of \$23,680 (\$640 per crew day, multiplied by the 37 days provided in the contractor's bid) for a total fee of \$51,710.

The construction contract award is proposed for consideration elsewhere on this agenda. It is anticipated that this project will be completed by summer 2015.

RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with Spalding DeDecker Associates for construction engineering services for the 2014 Neighborhood Road Program—Contract 1A (Asphalt) in the amount of 51,710.

	1	2	Y	Ν
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Markham				

	1	2	Y	Ν
Council Member Mutch				
Council Member Poupard				
Council Member Wrobel				_



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

2014 NEIGHBORHOOD ROAD PROGRAM Contract 1A (Asphalt)

Third 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 September 30, 2013 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. Unchanged.
 - d. Add the following language:

Construction Phase Services (Contract 1A-Asphalt): The Consultant shall complete the construction phase services as described herein according to the fee schedule as described below:

- (i) Contract Administration (Contract 1A-Asphalt): The Consultant shall complete Contract Administration services for a lump sum fee of \$28,030.29, which is 6.5% of the awarded construction cost (\$431,235.25) 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 Third Amendment, the Supplemental Professional Engineering Services Agreement remains in full force and effect.

WIT	NESSES	Spalding DeDecker Associates, Inc.
		By: Its:
	The foregoing	was acknowledged before me this day of,
20	, by	on behalf of
		Notary Public County, Michigan My Commission Expires:
WIT	NESSES	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: _____

Contract 1 Background as shared in October 23, 2014 weekly packet



IO:	ROB HAYES, DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER
FROM:	BRIAN COBURN, ENGINEERING SENIOR MANAGER $\mathcal{F}\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!$
SUBJECT:	2014 NEIGHBORHOOD ROAD PROJECT UPDATE
DATE:	OCTOBER 22, 2014

MEMORANDUM

The 2014 Neighborhood Road Program was awarded in three contracts this year. Contract 1 (asphalt) consisted of asphalt street rehabilitation in Haverhill Farms Subdivision, rehabilitation of portions of W. Lebost and Mallot Drive, and reconstruction of Wedgewood. Contract 2 (concrete) is now complete and included the rehabilitation of streets in Autumn Glen and a portion of Galway Drive. Contract 3 (additional concrete streets) is currently in design to rehabilitate a section of White Pines Drive for construction in spring 2015. The purpose of this memo is to provide an update on Contract 1-Asphalt and to discuss the contractor delays in Haverhill Farms.

Contract 1 was awarded to Pavex on June 16, 2014 and a Notice to Proceed was issued by the City on August 11, 2014. The contract provides the contractor with 75 days from the Notice to Proceed (October 25, 2014) to substantially complete the work, which means open to traffic with restoration remaining incomplete. The contract requires Pavex to be complete with the entire project (i.e., including restoration) within 90 days of Notice to Proceed (November 9, 2014). The contractor's original schedule showed a start date of August 10 and a completion date of October 12. Unfortunately, the contractor has not met that schedule or any of the subsequent progress schedules that have been provided.

Instead, the contractor milled the surface of all streets in Haverhill on August 27 and 28 and didn't start paving until October 9. The decreased pavement cross-section makes the street vulnerable to damage from loading by heavy vehicles, such as garbage trucks. While the contract specifically requires the contractor to pave immediately after milling the surface, the contractor would not comply. When the contractor paved on October 9 through 11, they only completed half of the subdivision. The remainder of the subdivision remains unpaved as of today. Further, the contractor chose to remove sections of sidewalk that were marked for replacement by the City, but did not replace the concrete before milling the streets. Unfortunately, the missing sidewalk sections cannot be replaced until the asphalt paving is complete to minimize damage to the milled streets from the heavy concrete trucks.

Staff and our consultant have sent numerous letters to the contractor requesting updated progress schedules and emphasizing the inconvenience to the property owners, along with the safety concerns related to the prolonged construction. Last week, we issued a work change directive to the contractor to remove the other two portions of the project (Wedgewood and LeBost/Mallott) from Pavex's contract since there is not enough time left in the construction season for the contractor to complete these components of the project. Instead, these parts will be re-bid and awarded to a different contractor in spring 2015.

The residents in Haverhill have been more than patient. I attended their HOA meeting last week to answer questions and update them on the issues we have had with the contractor and provide the latest updates on schedule. There is a lot of concern about the missing concrete sections of sidewalk, especially with Halloween coming next week. We are diligently communicating with the contractor every day toward completion of this project. We also have a contingency plan in place to temporarily fill the missing sidewalk segments with gravel for Halloween if the contractor again fails to meet the schedule provided. We have been communicating with the HOA board several times per week to keep them posted on what to expect and when.

We are also working closely with the City Attorney to identify and pursue all legal remedies available to us under the contract, while still working with the contractor to complete the work that they have started. The City has the right to use the contractor's performance bond, which would trigger the surety to step in and require the contractor to complete the work or to hire a new contractor to complete the work. However, given the time of year and the amount of time the performance bond process takes, the work may not be completed before winter.

We will continue to diligently pursue completion of this project. Please refer to the attached correspondence for additional background information.

2014 NEIGHBORHOOD ROAD PROGRAM Asphalt Streets-Updated Schedule

Fourteen Mile Rd W Pontiac Itd Wedgewood Drive Postponed Until South Lake D Haverhill Farm Spring 2015 Subdivision **Under Construction** </ 2 Ų Twelve Mile Rd J VIIIe Rd TRV Twelve Mile Rd Crand River Ave 3 L-Malott & W.Lebost **Postponed Until** Spring 2015 Nine Mile 6

Map Author: Coburn Date:10/22/14 Project: 2014 NRP Version #: v2.1

MAP INTERPRETATION NOTICE icted is not intended to replace or substitute for nary source. This map was intended to meet

Map Legend 2014 Asphalt





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

SPALDING DEDECKER ASSOCIATES, INC.



905 South Boulevard East • Rochester Hills • Michigan 48307 • Tel 248 844 5400 • Fax 248 844 5404

September 11, 2014

Mr. Brian Morrison President Pavex Corporation 2654 Van Horn Road Trenton, MI 48183

Re: City of Novi – 2014 Neighborhood Road Program - Asphalt Job No.: NV13-010

Dear Mr. Morrison:

The City has started to receive numerous calls concerning the concrete that has been removed for drives and sidewalk. The walks are very dangerous to negotiate for the elderly and small children. These areas are starting to show signs of undermining at the drives and walks adjacent to what was removed. Please understand that Pavex will be responsible to remove and replace all of those additional surfaces at your own expense. If you choose to place the concrete before the wearing course is placed, any associated damage to the pavement will also be repaired at your expense.

We also asked for an updated schedule September 4, 2014 when we met on site to discuss the progress of the Project and manpower committed to it. Please provide that schedule. The Home Owners Association has a meeting scheduled later this month and want to provide the residents a time frame on when items of work are expected to get completed.

Lastly, there are some areas where the curb was damaged by the big mill and the mini mill removing the HMA wearing course. These areas as well as a couple of catch basins with deficient concrete will need to be replaced prior to placing the HMA wearing course to provide a uniform finish with the rest of the pavement.

Let us know by the end of work Friday, September 12, 2014, how and when Pavex will be addressing these issues listed above. Contact me if you have any questions.

Sincerely,

SPALDING DEDECKER ASSOCIATES, INC.

John E. Becht Project Engineer

Cc: Mr. Brian Coburn, PE – City of Novi Mr. Aaron Staup – City of Novi Ms. Cheryl Gregory, PE - SDA



CITY COUNCIL

Mayor Bob Gatt

Mayor Pro Tem Dave Staudt

Andrew Mutch

Justin Fischer

Wayne Wrobel

Laura Marie Casey

Gwen Markham

Interim City Manager Victor Cardenas

Director of Public Services/ City Engineer Rob Hayes, P.E.

Department of Public Services Field Services Complex 26300 Lee BeGole Dr. Novi, Michigan 48375 248.735.5640 248.735.5659 fax September 16, 2014

Mr. Brian Morrison, President Pavex Corporation 2654 Van Horn Road Trenton, MI 48183

Re: City of Novi 2014 Neighborhood Road Program - Asphalt Performance and Schedule Notification

Dear Mr. Morrison:

The City of Novi is concerned over the lack of progress to date on the above referenced Project. Specifically, we are concerned with the lack of progress in Haverhill Farms Subdivision since the HMA pavement was milled, and we are becoming increasingly concerned that this portion of the contract along with the rest of the project may not be completed this construction season. Pavex has taken a significant amount of time to complete only a small portion of the work to date. Our consultant, Spalding DeDecker, issued a letter to Pavex regarding lack of progress and requested an updated schedule, among other deficiencies, to which no response has been received.

This project was awarded to Pavex on June 16, 2014 and a pre-construction meeting was held on July 15, 2014. It wasn't until August 11, 2014 that the City was provided with the required bonds and insurance to allow the City to issue the Notice to Proceed. The substantial completion date in the Notice to Proceed is October 25, 2014 to complete all of the streets in Haverhill, as well as Wedgewood and Mallot/LeBost. Typically, a contractor is on-site within 6 weeks of the Notice of Award; however it took more than two months for Pavex to begin work.

In reviewing your progress schedule, most work has been started later than anticipated and has taken longer than anticipated to complete. The roads were milled on Wednesday, August 27, 2014 and Thursday, August 28, 2014. Identifying areas for the HMA Surface Repair started Friday, August 29, 2014. The intent of "Specification 30.15 Haverhill Farms Subdivision – Continuous Work" is for the Contractor to work continuously on the pavement repairs and limit the time of exposure of the milled surface in order to minimize damage to the pavement. Pavement surface repair did not begin until Monday, September 8, 2014, when a crew started to remove the areas identified for repair nine days after the surface was milled, instead of the next day as contemplated in your schedule and in-line with the continuous work requirement of the Contract. As of Monday, September 15, 2014, approximately 4,600 SY of the estimated 5,788 SY HMA Surface Repair has been completed; however your schedule anticipated all of the repairs to be completed within those seven days.

cityofnovi.org

We are concerned that even if all the remaining tasks in your progress schedule were completed as stated, you would still not meet your substantial completion date. The lack of progress of the completed tasks makes us believe that the substantial completion date may extend past the end of the paving season. As of Friday, September 12, 2014, Pavex has used 32.5 crew days, or 65%, of the 50 crew days established in the Contract. Based on our estimate, only 25% of the work has been completed to date. There is still deficient work noted in SDA's September 11, 2014 letter that remains unaddressed and will impact the remaining schedule.

This concern is compounded by the deteriorating conditions in the field caused by lengthy exposure of the milled surface to loading contrary to the specification. Additionally, we believe that the deterioration has been further exacerbated by your choice of equipment and how you chose to complete the work. You are reminded that additional pavement damaged by Pavex's operation will be corrected at your expense and time will not be added to the contract for preventable damage to the pavement surface. The pavement is continuing to show new signs of distress due to the normal traffic as well as the heavy loads placed by the Contractor's equipment over the thinner pavement.

The edges of the milled roads continue to break up adjacent to the curbs due to prolonged exposure. SDA's inspector has repeatedly asked for additional plastic drums to be placed along the gutter line, as shown on Sheet No. 32 of the Contract Drawings to keep traffic away from the thinner edges; this request has been ignored. Per Specification 30.13 Maintaining Traffic, flagmen are required to direct traffic either to an alternate route or to maintain traffic through a part-width construction area. Flagmen have rarely been used, and only when there is imminent danger as pointed out by the SDA inspector. The lack of appropriate flag control poses a safety issue and causes unnecessary delay to motorists.

Finally, I want to express my concern regarding the prolonged impact on our residents caused by the slow progress being made by the Contractor. This protracted inconvenience to our residents was avoidable and is unacceptable. The more this project gets delayed, the less patient these residents are likely to become. This reflects poorly on the City and on the Contractor.

Per Section 6.04 of the Standard General Conditions, you shall adhere to the progress schedule or submit proposed adjustments to the City for review. We expect that this will occur no later than noon on Thursday, September 18, 2014. Failure to provide an updated progress schedule will trigger Section 15.02 of the Standard General Conditions regarding termination of the contract and notification of your surety.

If you have any questions regarding this please contact us at 248-347-0454

Sincerely

Aaron Staup V Construction Engineering Coordinator

Brian Coburn, P.E. Engineering Senior Manager

Cc: Ben Croy, PE; Civil Engineer Rob Hayes, PE; Director of Public Services/City Engineer Beth Saarela, City Attorney Cheryl Gregory, PE – SDA John Becht - SDA



SPALDING DEDECKER ASSOCIATES, INC.

905 South Boulevard East • Rochester Hills • Michigan 48307 • Tel 248 844 5400 • Fax 248 844 5404

September 24, 2014

Mr. Brian Morrison President Pavex Corporation 2654 Van Horn Road Trenton, MI 48183

Re: City of Novi – 2014 Neighborhood Road Program - Asphalt Job No.: NV13-010

Dear Mr. Morrison:

The City of Novi and Spalding DeDecker Associates (SDA) met on site yesterday with Pavex's subcontractor, Road Tech, installing the interlayer fabric to hear their comments on the condition of the road surface. Road Tech personnel indicated that the condition of the pavement surface did not meet installation specifications at numerous locations.

Regarding the schedule, we continue to be concerned that Pavex will not be able to meet the milestones set forth in the progress schedule submitted on September 19, 2014. The wearing course will not be placed this week as projected on the schedule and the road surface continues to deteriorate with every day it is left unpaved. The number of phone calls received from unhappy residents are increasing daily with complaints over the condition of road, concrete drives and walks

Please let us know immediately when the wearing course will be placed and how Pavex expects to achieve a final completion date of October 28, 2014.

Sincerely,

SPALDING DEDECKER ASSOCIATES, INC.

John E. Becht Project Engineer

Cc: Mr. Brian Coburn, PE – City of Novi Mr. Aaron Staup – City of Novi Ms. Cheryl Gregory, PE - SDA

SPALDING DEDECKER ASSOCIATES, INC.



905 South Boulevard East • Rochester Hills • Michigan 48307 • Tel 248 844 5400 • Fax 248 844 5404

October 3, 2014

Mr. Brian Morrison President Pavex Corporation 2654 Van Horn Road Trenton, MI 48183

Re: City of Novi – 2014 Neighborhood Road Program – Asphalt Progress Schedule Job No.: NV13-010

Dear Mr. Morrison:

The City of Novi and Spalding DeDecker Associates (SDA) continue to be concerned that Pavex is not meeting the milestones set forth in the progress schedule submitted on September 19, 2014. The wearing course was not placed this week even though it was projected to be done by September 26, 2014. The road surface continues to deteriorate with every day it is left unpaved.

Several curb sections damaged during the milling operation and brought to your attention in our letter dated September 11, 2014 are still not repaired. The SDA site representative has mentioned it numerous times to Pavex's site representative Dan Dingman. As stated in the September 11 letter, these areas need to be repaired prior to placing the HMA wearing course. Please provide an updated schedule showing when the concrete deficiencies will be repaired and when the HMA wearing course will be placed in the Haverhill Subdivision.

We also want to inform you that Pavex has currently used 52.75 crew days (2.75 crew days over the 50 crew days in the proposal) and work has not even started at Lebost/Malott and Wedgewood. As stated in the Contract, "If work under the contract is incomplete when the Contractor has expended the number of crew days stated in the proposal, subsequent payments to the Contractor shall include a deduction item for the excess crew days".

Please let us know by the close of work today how Pavex expects to achieve a substantial completion date of October 25, 2014.

Sincerely,

SPALDING DEDECKER ASSOCIATES, INC.

John E. Becht Project Engineer

Cc: Mr. Brian Coburn, PE – City of Novi Mr. Aaron Staup – City of Novi Ms. Cheryl Gregory, PE - SDA



October 8, 2014

Mr. Brian Coburn City of Novi Department of Public Services Field Services Complex 26300 Lee BeGole Drive Novi, MI 48375

RE: City of Novi 2014 Neighborhood Road Program – Asphalt Paving schedule

Dear Mr. Coburn,

This letter is written to discuss the schedule for the remaining work at the Haverhill Subdivision. As we all know, the scope of the project included multiple work items that had to be completed, in sequential order, to improve the existing pavement in order to prepare a foundation for a 2" thick asphalt overlay.

The work items completed include the following:

- 1. Cold milling HMA special
 - 2" deep at the curbs and 1" deep at the center of the road. In addition "the engineer may direct the depth to be adjusted during the milling operation +/- .5" due to field conditions such as scabbing or delamination"
- 2. HMA surface repair
 - Removing and replacing asphalt materials
- 3. Joint and crack cleanout modified

Since the above operations have been laid out by the engineer and completed by Pavex. We have been instructed to perform additional work to remove residual thin delaminated asphalt that is not well bonded to the lower asphalt layer. The asphalt layer requiring removal is .25" to .5" thick and was left in place after the initial milling process. We have been instructed to scrape off this material and to replace it with asphalt. We have been doing this additional work for 5 days at this point and it is expected that more areas will be found.

2654 Van Horn Road Trenton, MI 48183 734-676-6220, telephone 734-818-1685, fax pavexco@gmail.com



Site Work • Underground Utilities • Asphalt Paving

We have divided the Haverhill Farms into 3 areas, since our goal is to install the pavement surface (along with the interlayer) in 3 phases.

Phase 1 (Yellow)	Paisley Circle Kingsley Court 2 small cul-de-sacs
Phase 2 (Pink)	The back end – West
Phase 3 (Blue)	The exit roads

The idea is to keep the asphalt truck traffic off the freshly paved roads.

We recognized that each phase will not only require installing asphalt pavement and interlayer, but may require some additional thin delaminated material scraping and removal and hand patching to replace material that is not bonded to the underlying asphalt. While it would have been much preferred to have adjusted the milling depth to remove this delaminated material, it was not directed and as a result it must now be done immediately ahead of the paving operation.

We propose that each phase includes (in addition to the asphalt paving crew) a crew to remove and replace the delaminated, unbonded material directly in front of the interlayer installation. This crew will consist of:

	Hourly Including Operator
Broom tractor or sweeper truck	\$130
2 laborers @ \$54/ea	\$108
1 raker @ \$56	\$ 56
1 loader/backhoe & operator	\$130
1 asphalt roller & operator	\$ 90
1 distributor & operator	\$110

We propose that, the above personnel and equipment be authorized to remove the delaminated, unbonded material, that was left in place after the milling operation and the Pavex be paid for this added work. In addition any asphalt material to be measured and paid at the appropriate tonnage rate.

2654 Van Horn Road Trenton, MI 48183 734-676-6220, telephone 734-818-1685, fax pavexco@gmail.com



We will be requesting additional time to complete and inspection charges be added to the contract for the work, including the 5 day we have completed through October 8th and added time for the quantity increases.

We project that, weather permitting, this work should be completed in 3-4 work days. Once the asphalt is installed and cured, we will complete the concrete sidewalks.

At this time we plan to start the paving operation Thursday, October 9th and complete Monday October 11th.

Please let me know that this is acceptable.

We look forward to a successful completion of the project.

Sincerely, Morrison

Thomas G Morrison

Attachment: Color coded sketch

2654 Van Horn Road Trenton, MI 48183 734-676-6220, telephone 734-818-1685, fax pavexco@gmail.com





CITY COUNCIL

Mayor Bob Gatt

Mayor Pro Tem Dave Staudt

Andrew Mutch

Justin Fischer

Wayne M. Wrobel

Laura Marie Casey

Gwen Markham

City Manager Peter E. Auger

Director of Public Services/ City Engineer Rob Hayes, P.E.

Field Operations Senior Manager Matt Wiktorowski

Engineering Senior Manager Brian Coburn, P.E.

Water & Sewer Senior Manager Tim Kuhns, P.E.

Department of Public Services Field Services Complex 26300 Lee BeGole Dr. Novi, Michigan 48375

248.735.5640 248.735.5659 fax October 22, 2014

Tom Morrison Pavex 2654 Van Horn Road Trenton, MI 48183

Re: 2014 Neighborhood Road Program (Asphalt)

Dear Mr. Morrison:

This letter is in response to your letter dated October 8, 2014 regarding the proposed schedule for completion of paving in Haverhill. The letter also introduced several assertions that conflict with the contract documents.

As we discussed in previous correspondence and in the field, the City is disappointed with Pavex's slow progress on this project. Pavex has not performed according to any of the previously provided schedules including the one in your October 8 letter. Paragraph 6.04 of the General Conditions of the contract requires the contractor to "adhere to the Progress Schedule" and requires the contractor to submit proposed adjustments to the Engineer for acceptance. It is our expectation that Pavex will submit updated progress schedules for review and will continue to work toward completion of the project to limit the inconvenience to our residents.

You seem to assert that the Engineer is responsible for directing the milling depth based on site conditions. Specifically, you cite the language in Section 30.21 of the specifications stating that the "engineer may direct the depth to be adjusted during milling operations +/- ½ inch due to field conditions such as scabbing or delamination at no additional cost" and construe it to mean that if the engineer does <u>not</u> direct an adjustment that it was not required or that the engineer would be responsible. The intent of the statement is not to require the engineer to act, but to allow the engineer to act within that ½ inch limitation at no extra cost. Multiple contract provisions confirm that the Engineer is not responsible for directing the Work:

 Section 9.09 of the General Conditions states "Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction." It further states: "Engineer will not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents." • Section 30.27 of the specification states: "Any deviations or alterations or any work not specifically called for in the plans yet deemed necessary to install paving interlayer and approved by the Engineer shall be considered incidental to constructing paving interlayer and shall not be paid for separately."

Overall, Section 6.01 of the contract requires the Contractor to supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract documents. In accordance with this provision, the Contractor is expected to know when it is necessary to adjust the milling depth in accordance with field conditions. Section 30.21 simply allows the Engineer to direct a ½ inch adjustment at no additional cost to the Owner. There is no provision that requires the Engineer to direct the Work. To the contrary, Section 9.09 specifically states that the Engineer shall <u>not</u> supervise, direct, control or have authority over or be responsible for Contractor's means, methods, techniques, or procedures of construction.

The contract is very clear that the contractor is responsible for the means and methods by which the project gets constructed, not the engineer. Therefore, a claim that Pavex is not responsible for costs associated with a lack of direction from the engineer would be denied since this is clearly not the role of the engineer.

Furthermore, your assertion that the City should pay Pavex for the additional personnel and equipment that Pavex elected to bring on site to remove the delaminated, unbonded material that was left in place after the milling operation is not supported by the Contract. The need to remove the delaminated, unbonded material arises from the Contractor's failure to properly assess field conditions. It is the Contractor's responsibility to correct defective Work at its own cost pursuant to Section 13.06 of the Contract. Furthermore, specification section 30.27 quoted above is clear that this work would be incidental to the pay item for the paving interlayer. The specification states that the interlayer pay item includes "all equipment, materials, and labor necessary to prepare milled surfaces for laying said paving interlayer." Pavex did not address the milled surface with the engineer and did not request additional milling depth to remove the delaminated surface to achieve the results required in section 30.27. Additionally, the delamination was exacerbated by Pavex's disregard for the continuous work provision in Section 30.15, which states:

Once work commences within Haverhill Farms Subdivision, the Contractor shall proceed with work continuously until the paving operation within Haverhill Farms Subdivision is complete in order to limit the time of exposure of the milled surface and minimize damage accordingly. The contractor will be held responsible for additional HMA Surface Repair outside of the areas identified in the field by the engineer if unnecessary damage is caused by the Contractor's operations and/or delays.

Therefore, a claim asserting additional costs related to the milling depth or the preparation of the milled surface for the fabric interlayer would likely be denied.

Your letter suggests that you plan to request additional contract time. While the owner and engineer do not control the means, methods, operations, or sequence of work by the contractor, we do specify the contract time. We believe that the contract time provided was reasonable and that a typical contractor using typical means and methods along with adequate resources would have completed the work within the contract time. Section 12.03 of the General Conditions states: "Contractor shall not be entitled to an adjustment in Contract Price or Contract Time for delays within the control of the Contractor." Pavex has not provided information to demonstrate that this requirement has been met.

Finally, your letter mentions crew days and requests additional crew days. Crew days are used as the basis of bid evaluation as well as to offset costs to the city when contractors exceed the number of crew days in the bid. Additional crew days are a direct cost to the City and would need to be substantiated in your claim. No information has been provided in that regard.

Again, the City and our residents have been more than patient and are extremely disappointed with the slow progress by Pavex. I believe that it is in everyone's best interest to complete the work in Haverhill as soon as possible.

Sincerely,

ENGINEERING DIVISION

Brian Coburn, P.E. Engineering Senior Manager

cc: Brian Morrison, President, PAVEX Rob Hayes, Director of Public Services/City Engineer Aaron Staup, Construction Engineering Coordinator John Becht, Spalding DeDecker Paul Swartz, Spalding DeDecker

¥

SPALDING DEDECKER ASSOCIATES, INC.

905 South Boulevard East • Rochester Hills • Michigan 48307 • Tel 248 844 5400 • Fax 248 844 5404

October 14, 2014

Mr. Brian Coburn, PE, Engineering Senior Manager City of Novi 26300 Lee BeGole Drive Novi, Michigan 48375

Re: Recommendation for Reduction 2014 Neighborhood Roads Program – Asphalt SDA Project No.: NV13-010

Dear Mr. Coburn:

Spalding DeDecker Associates, Inc. (SDA) is recommending to the City of Novi that a change order be issued to Pavex Corporation removing the portions of the 2014 Neighborhood Road Program-Asphalt that include Wedgewood Drive, Lebost Drive and Malott Drive. Per Article 10.01 Authorized Changes in the Work, the Owner may order deletions or revisions in the Work by a Change Order or Work Change Directive. We cite the following:

- 1. Inability to Maintain Schedule SDA received a progress schedule when the Contractor started, which identified September 16, 2014 as the completion date for the HMA improvements in Haverhill Farms Subdivision. The schedule allowed 21 calendar days to complete the HMA paving; 9 calendar days were allowed for 5788 SY of HMA Surface Repair. Even the additional 2068 SY of HMA Surface Repair that was added does not justify the additional time spent to date. Pavex submitted another schedule on September 18, 2014 which identified September 26, 2014 as the next date the HMA would be completed in the subdivision. Another correspondence from Pavex dated October 8, 2014 indicates paving is to be complete by Monday, October 11th (sic), which is presumed to be Monday October 13, 2014. Although further schedules have been requested, none have been received. Today is October 14, 2014 and the paving is not yet complete.
- Site Supervision Article 6.01, Supervision and Superintendence states that "At all times during the progress of the Work, Contractor shall assign a competent resident superintendent". SDA has witnessed three different foremen on site since the work began and several days of work without any supervision.
- 3. Site Safety and Protection Article 6.13, Safety and Protection states "Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work". There are areas where drives, sidewalks and ramps have been left open to the public since August 25, 2014. Leaving these areas inaccessible for this excessive length of time creates a hardship on the residents and exposes them to an



SPALDING DEDECKER ASSOCIATES, INC.

905 South Boulevard East • Rochester Hills • Michigan 48307 • Tel 248 844 5400 • Fax 248 844 5404

unsafe condition for an unacceptable length of time. Neighborhood children are having to negotiate these areas frequently in order to get to the school bus stops and other area residents are unable to use the sidewalks for recreational purposes.

In the Agreement, it is stated, "It is mutually understood and agreed that time is of the essence of this Contract. In the event of delay in completion of the Work beyond the period herein prescribed, or beyond the period to which said time shall be extended by the Owner in accordance with the General Conditions of the Contract, the Owner will experience damages". We are now very near the date of Substantial Completion, October 25, 2014, when liquidated damages will come into play. Alternately, it is our recommendation to abbreviate the Contract scope and direct Pavex Corporation to conclude this Contract upon completion of the Haverhill Farms Subdivision work.

Very Truly Yours,

SPALDING DEDECKER ASSOCIATES, INC.

ohn E. Becht

cc: Cheryl Gregory, PE, SDA Director of Engineering



October 22, 2014

CITY COUNCIL

Mayor Bob Gatt

Mayor Pro Tem Dave Staudt

Andrew Mutch

Justin Fischer

Wayne M. Wrobel

Laura Marie Casey

Gwen Markham

City Manager Peter E. Auger

Director of Public Services/ City Engineer Rob Hayes, P.E.

Field Operations Senior Manager Matt Wiktorowski

Engineering Senior Manager Brian Coburn, P.E.

Water & Sewer Senior Manager Tim Kuhns, P.E. Brian Morrison, President Pavex Corporation 2654 Van Horn Road Trenton, MI 48183

VIA OVERNIGHT DELIVERY

Re: Change Order No. 1 2014 Neighborhood Road Program – Asphalt

Dear Mr. Morrison:

Please find enclosed Work Change Directive No. 1 and Change Order No. 1 fully executed by the City of Novi. The reduction in work was recommended by the Engineer in the attached recommendation letter. Pursuant to Section 10.01 of the General Conditions of the agreement, the "Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or Work Change Directive." The City is electing, per the Engineer's recommendation, to remove portions of the project as detailed in the change order from this project. Please note that the City has not proposed any reduction in contract time or crew days as a result of the decreased scope.

These documents were provided to Tom Morrison via email on October 8, 2014, which was one week ago and we have heard no comments and no response in that regard. We expect that Pavex will execute the attached documents and return them to my attention within 48 hours of receipt.

Sincerely,

Brian Coburn, P.E. Engineering Senior Manager

cc: Tom Morrison, Pavex Corporation (via email) Rob Hayes, Director of Public Services/City Engineer Aaron Staup, Construction Engineering Coordinator John Becht, Spalding DeDecker Associates

Department of Public Services Field Services Complex 26300 Lee BeGole Dr. Novi, Michigan 48375 248.735.5640 248.735.5659 fax

CITADE
AND
M
NOVI
cityofnovi.org

WORK CHANGE DIRECTIVE No. 1

(248) 844-5400
3
ober 14, 2014

						Contract Price	
Item No.	Division	Item Description	Unit	Unit Price	Quantity	Add	Deduct
0	30.36	Inspection "Crew Days"	CD	\$640.00			
3	30.12	Soil Erosion Control	LS	\$3,900.00	0.36		\$1,404.00
4	30.13	Maintaining Traffic	LS	\$8,200.00	0.5		\$4,100.00
5	30.14	Tree Protective Fencing	LF	\$2.84	1158		\$3,288.72
6	30.16	Remove Sidewalk	SF	\$0.65	900		\$585.00
7	30.17	HMA Surface, Rem	SY	\$3.60	1400		\$5,040.00
9	30,19	Pavement, Rem	SY	\$6.48	3815		\$24,721.20
13	M205	Excavation, Earth	CY	\$14.81	2380		\$35,247.80
14	30.23	Subgrade Undercut (As Need	CY	\$41.33	700		\$28,931.00
15	M302	Aggregate Base, 6 inch	SY	\$5.68	1325		\$7,526.00
16	M302	Aggregate Base, 8 inch	SY	\$7.62	5695		\$43,395.90
17	30.24	Geogrid	SY	\$2.50	4435		\$11,087.50
18	30.25	Underdrain, 6 Inch, w/Geotex	LF	\$8.80	3075		\$27,060.00
20	M802	Driveway Opening, Conc, Del	LF	\$11.48	404		\$4,637.92
					Subtotals	\$0.00	\$197,025.04
					Total	-\$	197,025.04

				1.000		Contra	act Price
Item No.	Division	Item Description	Unit	Unit Price	Quantity	Add	Deduct
21	M802	Curb and Gutter, Conc, Det F	LF	\$11.48	2221		\$25,497.08
23	M501	HMA, 3C	TON	\$79.13	550		\$43,521.50
24	M501	HMA, 5E1	TON	\$87.56	540		\$47,282.40
25	30.27	Interlayer	SY	\$3.22	4310		\$13,878.20
26	30.28	Sidewalk Grading	STA	\$500.00	13.9		\$6,950.00
27	M803	Sidewalk, Conc, 4 Inch	SF	\$2.85	7640		\$21,774.00
28	30.29	ADA Ramp, Conc, 6 Inch	SF	\$5.25	1140		\$5,985.00
29	30.3	ADA Detectable Warning Plat	SF	\$21.00	50		\$1,050.00
30	30.31	Str Rehab Type 1: Point-Up S	EA	\$300.00	2		\$600.00
31	30.32	Str Rehab Type 2: Structure (EA	\$400.00	4		\$1,600.00
32	30.33	Str Rehab Type 3: Reconstru	EA	\$600.00	9		\$5,400.00
34	30.34	Dr Structure Cover, Type B	EA	\$475.00	6		\$2,850.00
35	M823	Hydrant Relocate, Case 2	EA	\$3,380.00	2		\$6,760.00
37	30.37	Restoration	LS	\$29,340.00	0.65		\$19,071.00
		ļ			Subtotals	\$0.00	\$202,219.18
					Total	-\$	202,219.18
stimated In	crease/De	crease in Contract Price				-\$	399,244.22
riginal Cor							166,944.70
		oved Change Orders				+-,	\$0.00
and the second se	the second se	ntract Amount				\$	767,700.48
HE CHANG	ES ADDRE	ESSED BY THIS CHANGE	ORDER	HEREBY AL	DJUSTS THE	E CONTR	RACT

Accepted By: Pavex Corporation	Date:
Prepared By:	Date: 10/22/2014
Reviewed By:	Date: 10/22/14
Approved By: Rob Hayes, P.E., Dir of Public Services/City Engineer	Date: 10/22/14
Approved By: Sue Morianti, Purchasing Manager	Date: 10/22/14

Project:	2014 NRP - 1	Asphalt			
Owner:	City of Novi 26300 Lee B Novi, Michiga (248) 735-56	an 48375	Enginee	er: Spalding DeDecker & Ass 905 South Boulevard East Rochester, Michigan 4830 (248) 844-5400	t
Contractor	Pavex Corpo 2654 Van Ho Trenton, Mich (734) 676-62	rn Road higan 48183			
Drafted Da	te:	Octobe	r 14, 2014		
	n/Reasoning:	This Change Ord Contract	er removes Wedg	ewood Drive, Lebost Drive and N	lalott Drive from the
This change are on file w	ractor: You are order reflects rith the City of N	Contract hereby directed work completed	to comply with or anticipated. I Current project	the changes to the contract de Documentation supporting the plans and specifications will b	ocuments. se changes
This change are on file w unless spec	ractor: You are order reflects vith the City of N iffically changed	Contract hereby directed work completed Novi's Engineer,	to comply with or anticipated. I Current project order documen	the changes to the contract de Documentation supporting the plans and specifications will b	ocuments. se changes
This change are on file w unless spec	ractor: You are order reflects vith the City of N iffically changed	Contract hereby directed work completed Novi's Engineer, d by this change T SHALL BE CH	to comply with or anticipated. I Current project order documen	the changes to the contract de Documentation supporting the plans and specifications will b	ocuments. se changes e adhered to
This change are on file w unless spec THE CONT	ractor: You are e order reflects ith the City of N ifically changed RACT AMOUN CONTRACT AM	Contract hereby directed work completed Novi's Engineer, d by this change T SHALL BE CH	to comply with or anticipated. I Current project order documen IANGED BY TH	the changes to the contract de Documentation supporting the plans and specifications will b	ocuments. se changes e adhered to -\$399,244.22

Accepted By: Pavex Corporation	Date:
Prepared By:	Date: 10/22/204
Reviewed By:	Date: 10/ 72/14
Approved By: Rob Hayes, P.E., Dir of Public Services/City Engineer and	Date: 10/22/14
Approved By: Sue Manante	Date: 10/22/14

	2014 NRP - Asphalt		
Owner:	City of Novi 26300 Lee BeGole Dr. Novi, Michigan 48375 (248) 735-5632	Engineer:	Spalding DeDecker & Associates, Inc. 905 South Boulevard East Rochester, Michigan 48307 (248) 844-5400
Contractor:	Pavex Corporation 2654 Van Horn Road Trenton, Michigan 48183 (734) 676-6220		
Drafted Dat	e: Janua	ry 12, 2015]
This change	order reflects work completed		changes to the contract documents.
	th the City of Novi's Engineer fically changed by this change	. Current project pla	cumentation supporting these changes ins and specifications will be adhered to
unless speci		. Current project pla e order document.	ns and specifications will be adhered to
unless speci	fically changed by this change	. Current project pla e order document.	ns and specifications will be adhered to
unless speci THE CONTF ORIGINAL C	fically changed by this change RACT AMOUNT SHALL BE C	. Current project pla e order document. HANGED BY THE	SUM OF: -\$100,980.29

Accepted By:	CLD.	Date: 1728-14
Accepted by.	Payex Corporation	Date.
Prepared By:	Spalding DeDecker & Associates, Inc.	Date: 01/28/2015
Reviewed By:	Brian Coburn-P.E., Engineer Manager	Date: 1/29/15
Approved By:	Rob Hayes, B.E., Bir of Public Services/City Engineer	Date: 1/29/15
Approved By:		Date:
	Sue Morianti, Purchasing Manager	

Ī

cityofnovi.org		WORK CHANGE	DIRECT	TIVE No.	2		
Project:	2014 NRF	P - Asphalt					_
Owner:	Contraction of the second	e BeGole Dr. nigan 48375	Engineer	and the second se	Boulevard , Michigan 4	East	Inc.
Contractor		Horn Road Aichigan 48183]			
Reasoning	completed.						
	completed.						
	completed.	Existin	q Contrac	ct Items			
	completed.	Existin	g Contrac	ct Items		Contra	ct Price
Item No.	completed.	Existin Item Description	g Contrac <u>Unit</u>	ct Items	Quantity	Contra <u>Add</u>	ct Price Deduct
		Item Description	Unit GD	Unit Price \$640.00		Add	
<u>Item No.</u> 0 6		Item Description	<u>Unit</u> GD SF	Unit Price		Add \$450.45	
<u>Item No.</u> 0 6 8		Item Description Inspection "Crew Days" Remove Sidewalk HMA Surface, Repair	<u>Unit</u> GD SF SY	Unit Price \$640.00 \$0.65 \$14.00	693.00 1968.13	Add	Deduct
<u>Item No.</u> 0 6 8 10		Item Description Inspection "Crew Days" Remove Sidewalk HMA Surface, Repair Driveway, Remove	Unit GD SF SY SY	Unit Price \$640.00 \$0.65 \$14.00 \$9.00	693.00 1968.13 -56.00	Add \$450.45 \$27,553.82	
<u>Item No.</u> 0 6 8 10 11		Item Description Inspection "Crew Days" Remove Sidewalk HMA Surface, Repair Driveway, Remove Cold Milling HMA, Special	Unit GD SF SY SY SY	Unit Price \$640.00 \$0.65 \$14.00 \$9.00 \$2.68	693.00 1968.13 -56.00 3264.01	Add \$450.45	Deduct
<u>Item No.</u> 0 6 8 10 11 12		Item Description Inspection "Crew Days" Remove Sidewalk HMA Surface, Repair Driveway, Remove Cold Milling HMA, Special Rem, Conc. Curb & Gutter	Unit CD SF SY SY SY LF	Unit Price \$640.00 \$0.65 \$14.00 \$9.00 \$2.68 \$14.00	693.00 1968.13 -56.00 3264.01 -149.40	Add \$450.45 \$27,553.82	Deduct
<u>Item No.</u> 0 6 8 10 11 12 14		Item Description Inspection "Crew Days" Remove Sidewalk HMA Surface, Repair Driveway, Remove Cold Milling HMA, Special Rem, Conc. Curb & Gutter Subgrade Undercut	Unit CD SF SY SY SY LF CY	Unit Price \$640.00 \$0.65 \$14.00 \$9.00 \$2.68 \$14.00 \$41.33	693.00 1968.13 -56.00 3264.01 -149.40 -1100.00	Add \$450.45 \$27,553.82	Deduct
<u>Item No.</u> 0 6 8 10 11 12 14 15		Item Description Inspection "Crew Days" Remove Sidewalk HMA Surface, Repair Driveway, Remove Cold Milling HMA, Special Rem, Conc. Curb & Gutter Subgrade Undercut Aggregate Base, 6-inch	Unit GD SF SY SY SY LF CY SY	Unit Price \$640.00 \$0.65 \$14.00 \$9.00 \$2.68 \$14.00 \$41.33 \$5.68	693.00 1968.13 -56.00 3264.01 -149.40 -1100.00 -382.40	Add \$450.45 \$27,553.82	<u>Deduct</u> \$504.0 \$2,091.6 \$45,463.0 \$2,172.0
<u>Item No.</u> 0 6 8 10 11 12 14 15 18		Item Description Inspection "Crew Days" Remove Sidewalk HMA Surface, Repair Driveway, Remove Cold Milling HMA, Special Rem, Conc. Curb & Gutter Subgrade Undercut Aggregate Base, 6-inch Underdrain, 6-inch, Geowrap	Unit GD SF SY SY SY LF CY SY LF	Unit Price \$640.00 \$0.65 \$14.00 \$9.00 \$2.68 \$14.00 \$41.33 \$5.68 \$8.80	693.00 1968.13 -56.00 3264.01 -149.40 -1100.00 -382.40 -2637.00	Add \$450.45 \$27,553.82	Deduct
<u>Item No.</u> 0 6 8 10 11 12 14 15 18 19		Item Description Inspection "Crew Days" Remove Sidewalk HMA Surface, Repair Driveway, Remove Cold Milling HMA, Special Rem, Conc. Curb & Gutter Subgrade Undercut Aggregate Base, 6-inch Underdrain, 6-inch, Geowrap Driveway, Conc., 6-inch	Unit CD SF SY SY LF CY SY LF SY	Unit Price \$640.00 \$0.65 \$14.00 \$9.00 \$2.68 \$14.00 \$41.33 \$5.68 \$8.80 \$45.50	693.00 1968.13 -56.00 3264.01 -149.40 -1100.00 -382.40 -2637.00 -51.65	Add \$450.45 \$27,553.82	Deduct
Item No. 0 6 8 10 11 12 14 15 18 19 22		Item Description Inspection "Crew Days" Remove Sidewalk HMA Surface, Repair Driveway, Remove Cold Milling HMA, Special Rem. Conc. Curb & Gutter Subgrade Undercut Aggregate Base, 6-inch Underdrain, 6-inch, Geowrap Driveway, Conc., 6-inch Conc. Curb & Gutter, Mod.	Unit CD SF SY SY LF CY SY LF SY LF	Unit Price \$640.00 \$0.65 \$14.00 \$9.00 \$2.68 \$14.00 \$41.33 \$5.68 \$8.80 \$45.50 \$45.50 \$22.93	693.00 1968.13 -56.00 3264.01 -149.40 -1100.00 -382.40 -2637.00 -51.65 -214.40	Add \$450.45 \$27,553.82	Deduct
<u>Item No.</u> 0 6 8 10 11 12 14 15 18 19 22 23		Item Description Inspection "Crew Days" Remove Sidewalk HMA Surface, Repair Driveway, Remove Cold Milling HMA, Special Rem, Conc. Curb & Gutter Subgrade Undercut Aggregate Base, 6-inch Underdrain, 6-inch, Geowrap Driveway, Conc., 6-inch Conc. Curb & Gutter, Mod. HMA, 3C	Unit CD SF SY SY LF CY SY LF SY LF SY LF Ton	Unit Price \$640,00 \$0.65 \$14.00 \$9.00 \$2.68 \$14.00 \$41.33 \$5.68 \$8.80 \$45.50 \$22.93 \$79.13	693.00 1968.13 -56.00 3264.01 -149.40 -1100.00 -382.40 -2637.00 -51.65 -214.40 -470	Add \$450.45 \$27,553.82	Deduct
<u>Item No.</u> 0 6 8 10 11 12 14 15 18 19 22 23 24		Item Description Inspection "Crew Days" Remove Sidewalk HMA Surface, Repair Driveway, Remove Cold Milling HMA, Special Rem. Conc. Curb & Gutter Subgrade Undercut Aggregate Base, 6-inch Underdrain, 6-inch, Geowrap Driveway, Conc., 6-inch Conc. Curb & Gutter, Mod. HMA, 3C HMA, 5E1	Unit CD SF SY SY SY LF CY SY LF SY LF SY LF Ton Ton	Unit Price \$640.00 \$0.65 \$14.00 \$9.00 \$2.68 \$14.00 \$41.33 \$5.68 \$8.80 \$45.50 \$22.93 \$79.13 \$87.56	693.00 1968.13 -56.00 3264.01 -149.40 -1100.00 -382.40 -2637.00 -51.65 -214.40 -470 -64.11	Add \$450.45 \$27,553.82	Deduct
<u>Item No.</u> 0 6 8 10 11 12 14 15 18 19 22 23		Item Description Inspection "Crew Days" Remove Sidewalk HMA Surface, Repair Driveway, Remove Cold Milling HMA, Special Rem, Conc. Curb & Gutter Subgrade Undercut Aggregate Base, 6-inch Underdrain, 6-inch, Geowrap Driveway, Conc., 6-inch Conc. Curb & Gutter, Mod. HMA, 3C	Unit CD SF SY SY LF CY SY LF SY LF SY LF Ton	Unit Price \$640,00 \$0.65 \$14.00 \$9.00 \$2.68 \$14.00 \$41.33 \$5.68 \$8.80 \$45.50 \$22.93 \$79.13	693.00 1968.13 -56.00 3264.01 -149.40 -1100.00 -382.40 -2637.00 -51.65 -214.40 -470	Add \$450.45 \$27,553.82 \$8,747.55	Deduct

		Existin	ng Contrac	t Items			
							ct Price
<u>Item No.</u>	Division	Item Description	<u>Unit</u>	Unit Price	Quantity	<u>Add</u>	<u>Deduct</u>
27		Sidewalk, Conc., 4-inch	SF	\$2.85	929.00	\$2,647.65	
28		ADA Ramp, Conc., 6-inch	SF	\$5.25	-172.30		\$904.58
33		Dr Structure Cover, Type A	EA	\$500.00	-32.00		\$16,000.00
36		Jt Crack Clean Out, Mod.	LF	\$4.50	693.00	\$3,118.50	
				I	Subtotals	\$5,766.15	\$16,904.58
					Total	-:	\$11,138.43
Estimated In	crease/De	crease in Contract Price	3			-\$-	100,980.29
Original Con						\$1,166,944.7	
		ved Change Orders				-\$399,244.22	
		itract Amount				\$666,720.19	
		SSED BY THIS CHANG Day(s)	E ORDER Page 2 of 3	HEREBY AL	DJUSTS TH		

Accepted By:	Pavex Corporation	Date: 1-28-14
Prepared By:	Spalding DeDecker & Associates, Inc.	Date: 01/28/201
Reviewed By:	Brian Coburn, P.E., Engineering Manager	Date: 1/29/15
Approved By: Rob H	layes, P.E., Dir-of Public Services/City Engineer	Date: 1/21/15
Approved By:	Sue Morianti, Purchasing Manager	Date:
	Page 3 of 3	