



# CITY of NOVI CITY COUNCIL

**Agenda Item M**  
**June 16, 2014**

**SUBJECT:** Approval to award an amendment to the engineering services agreement with Spalding DeDecker Associates for construction engineering services related to the 2014 Neighborhood Road Program--Contract 2 (Concrete) project in the amount of \$58,474.

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

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

<b>EXPENDITURE REQUIRED</b>	<b>\$ 58,474</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 290,000</b>
<b>LINE ITEM NUMBER</b>	<b>203-203.00-805.434</b>

**BACKGROUND INFORMATION:**

Each year, the City of Novi selects residential streets for reconstruction, repaving, repair, and/or rehabilitation based on PASER ratings, staff's field observations and resident concerns. The 2014 program will consist of two separate contracts: one for concrete streets and one for asphalt streets. This year's 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 of focusing on preventative maintenance where appropriate and extending 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 of the annual program.

This year's program involves the streets listed below and as shown on the attached map:

Road Segment	From	To	Material	PASER	Treatment
Galway Dr	Daleview Dr	Windermere Ct	Concrete	5	Joint/Panel Repairs
Autumn Park Blvd	Nine Mile	Sunnybrook Ln	Concrete	4-5	Joint/Panel Repairs
Autumn Park Ct	Autumn Park	End	Concrete	5	Joint/Panel Repairs
Somerset Ct	Autumn Park	End	Concrete	4	Joint/Panel Repairs
Whitehall Ln	Sunnybrook	Argyle	Concrete	4	Pavement Replacement

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 \$26,474 (4.0% of the \$661,859.15 construction bid) and an inspection fee of \$32,000 (\$640 per crew day, multiplied by the 50 days provided in the contractor's bid) for a total fee of \$58,474.

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 fall.

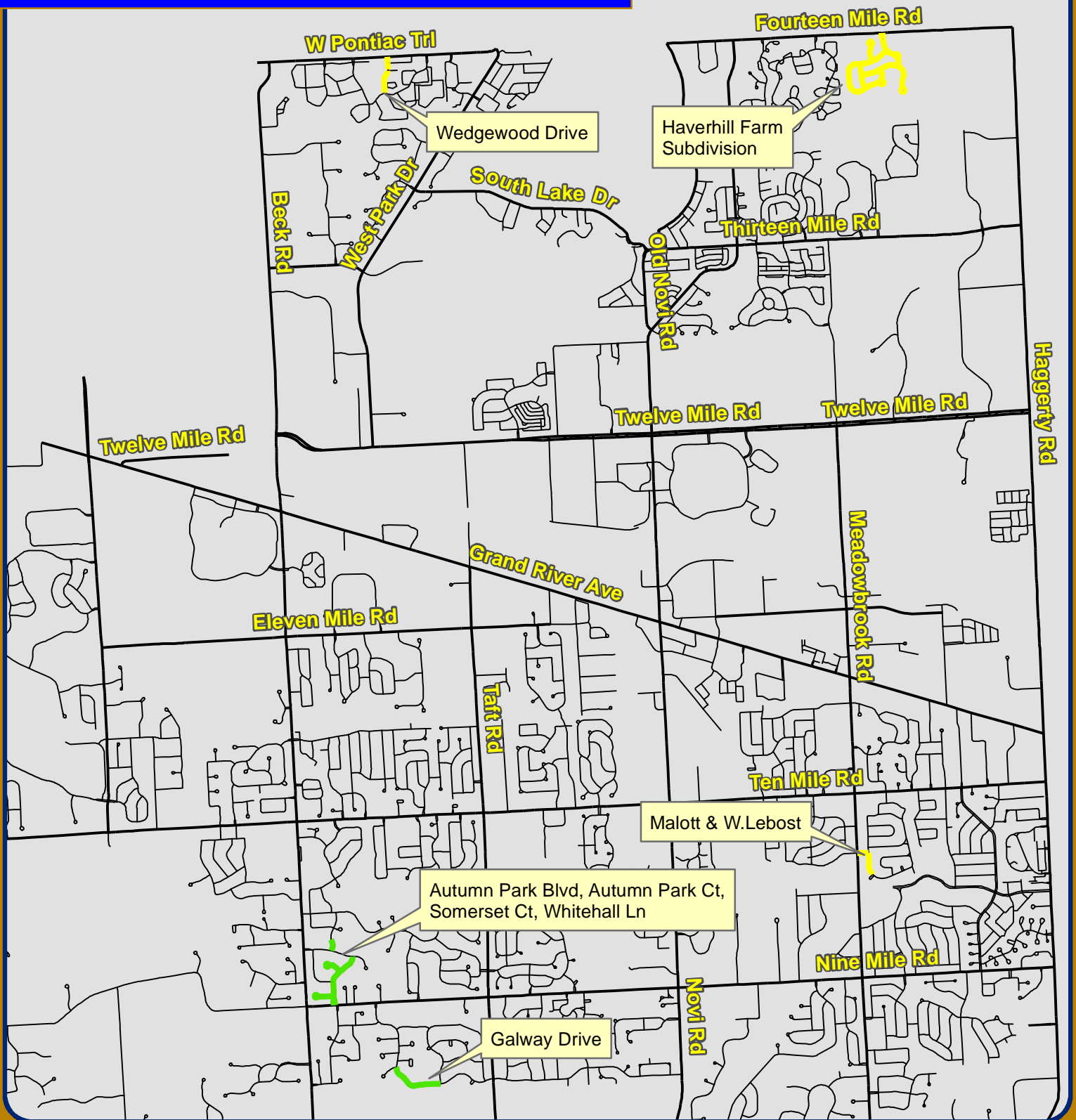
**RECOMMENDED ACTION:** Approval to award an amendment to the engineering services agreement with Spalding DeDecker Associates for construction engineering services related to the 2014 Neighborhood Road Program--Contract 2 (Concrete) project in the amount of \$58,474.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

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

# 2014 NEIGHBORHOOD ROAD PROGRAM

June 2014



Map Author: Croy  
 Date: 6/9/14  
 Project: 2014 NRP  
 Version #: v2.1

**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**

- 2014 Concrete
- 2014 Asphalt



1 inch = 3,850 feet



**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**

**2014 NEIGHBORHOOD ROAD PROGRAM  
Contract 1-Asphalt and Contract 2-Concrete**

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 September 30, 2013 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-Asphalt): The Consultant shall complete Contract Administration services for a lump sum fee of \$29,173.62, which is 2.5% of the awarded construction cost (\$1,166,944.70) as indicated on the Design and Construction Engineering Fee Curve.
    - ii. Contract Administration (Contract 2-Concrete): The Consultant shall complete Contract Administration services for a lump sum fee of \$26,474.37, which is 4.0% of the awarded construction cost (\$661,859.15) 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

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: \_\_\_\_\_

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: \_\_\_\_\_