



CITY of NOVI CITY COUNCIL

Agenda Item E
July 8, 2013

SUBJECT: Approval to award an amendment to the engineering services agreement with Spalding DeDecker Associates for construction phase engineering services related to the 2013 Capital Preventative Maintenance Program—Major Roads (for work on Meadowbrook Road between Nine Mile and Ten Mile Roads), in the amount of \$16,860.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division ^{RS} _{BTC}

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 16,860
AMOUNT BUDGETED	\$ 446,900 (\$350,000 FY13-14, plus \$96,900 to be included in FY12-13 rollover budget amendment)
LINE ITEM NUMBER	202-202.00-866.500

BACKGROUND INFORMATION:

One of the primary goals of the Department of Public Services' asset management program is the preservation of the City's roadways to prevent costly reconstruction. Some preventative and most routine maintenance including crack sealing, road patching, curb repairs, and shoulder grading are routinely performed by in-house DPS staff to help keep the good roads in good condition. However, a key component of road preservation is capital preventative maintenance, which is maintenance that is more resource-intensive but less costly than reconstruction. The objective of preventative maintenance is to preserve good quality roads using lower-cost rehabilitation techniques, rather than allowing the roads to deteriorate to a point that requires road reconstruction involving much more effort at a higher cost. Novi's preventative maintenance program, in conjunction with the other road programs, is intended to result in an overall improvement in the quality of the City's roadways and increase the overall PASER rating for the roadway network.

The City Council approved a Capital Preventative Maintenance Program (CPM) as part of the FY12-13 budget to help improve the City's local and major roadways to limit further deterioration of existing pavement defects and extend the service life of the pavement. Preventative maintenance typically addresses discrete areas or short segments of streets containing minor cracks or pavement defects. The streets receiving capital preventative maintenance generally have PASER ratings of 4 through 6, which is indicative of pavement in fair overall condition.

Staff has selected Meadowbrook Road from Nine Mile to Ten Mile for rehabilitation as part of this year's CPM program. This section of Meadowbrook Road has performed very well since it was constructed in 1972, but now has some defects that require attention. The project will include joint/crack repair and discrete concrete slab replacement. Addressing these defects now can prevent further deterioration along the remainder of the road, the majority of which is still structurally sound and can be preserved to provide many more years of service.

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 \$7,260 (6.0% of the \$121,000 construction bid) and an inspection fee of \$9,600 (\$640 per crew day, multiplied by the 15 days provided in the contractor's bid) for a total fee of \$16,860.

It is anticipated that the construction of the project will begin in mid-August and be completed this fall. The construction contract calls for substantial completion within 45 days and final completion within 60 days from the issuance of the Notice to Proceed.

During construction Meadowbrook Road will be closed to southbound traffic, which will be detoured to Ten Mile Road, Novi Road, Nine Mile and back to Meadowbrook. Northbound traffic will be maintained during the project.

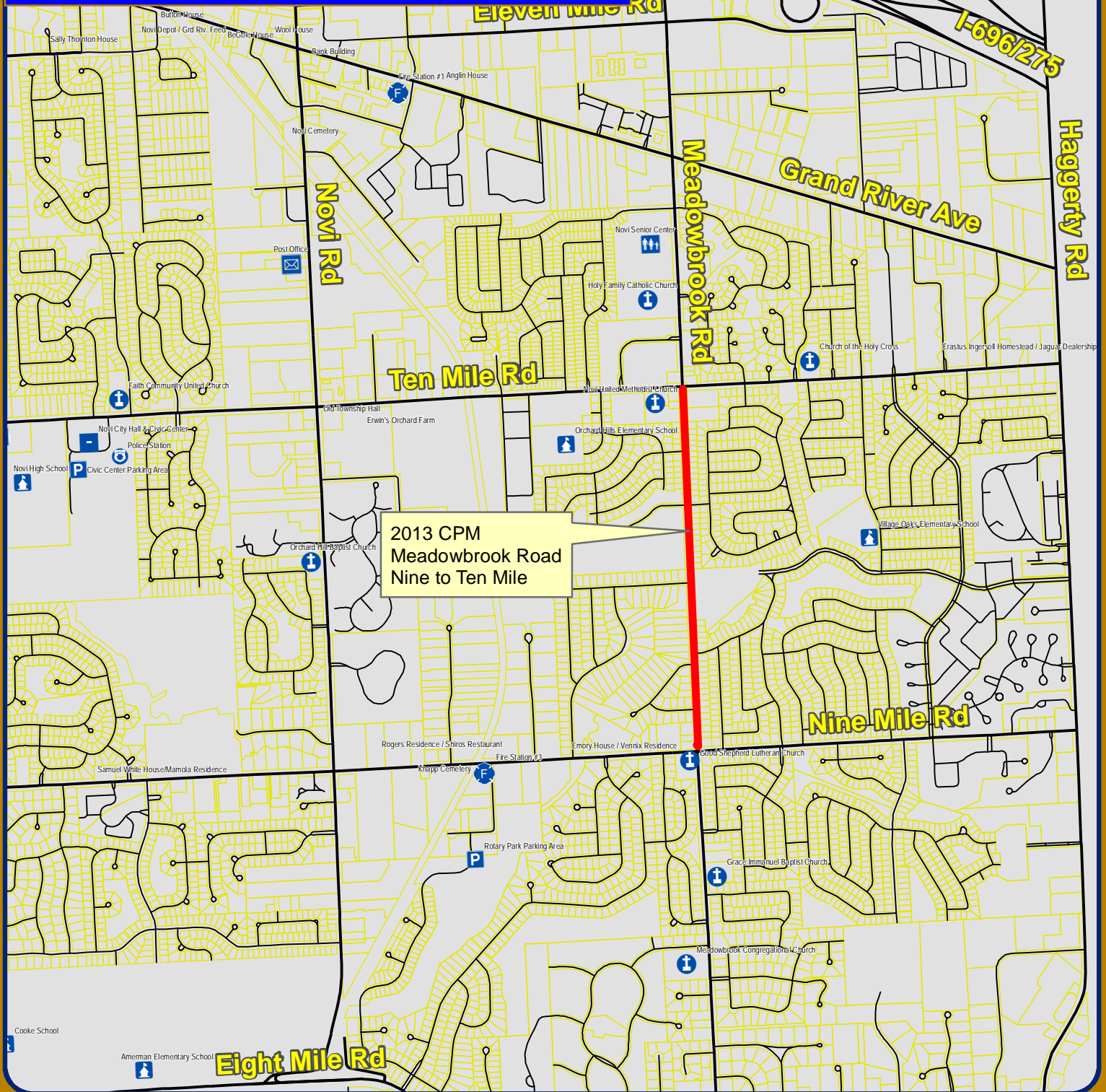
RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with Spalding DeDecker Associates for construction phase engineering services related to the 2013 Capital Preventative Maintenance Program—Major Roads (for work on Meadowbrook Road between Nine Mile and Ten Mile Roads), in the amount of \$16,860.

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

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

2013 Capital Preventative Maintenance Major Roads

Location Map

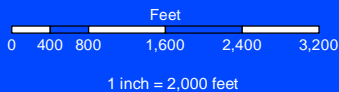


2013 CPM
Meadowbrook Road
Nine to Ten Mile

Map Author: Croy
Date: 11/15/12
Project: 2013 CPM Majors
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.



City of Novi
Engineering Division
Department of Public Services
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Novi, MI 48375
cityofnovi.org

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

2013 CAPITAL PREVENTATIVE MAINTENANCE - MAJOR ROADS

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 November 26, 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: The Consultant shall complete Contract Administration services for a lump sum fee of \$7,260, which is 6.0% of the awarded construction cost (\$121,000) as indicated on the Design and Construction Engineering Fee Curve. 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: _____