



CITY of NOVI CITY COUNCIL

Agenda Item H
July 18, 2011

SUBJECT: Approval to award an amendment to the engineering services contract for construction engineering services related to the 2010 Neighborhood Road Program (Asphalt) to Spalding DeDecker Associates, Inc., in the amount of \$82,810.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering/Field Operations Divisions

CITY MANAGER APPROVAL:

R24 *BTC* *M.W.*

EXPENDITURE REQUIRED	\$ 34,683 (FY10-11 Neighborhood Road Program) (10-11 Rollover) \$ 16,823 (Vista Hills) (10-11 Rollover) \$ 31,304 (Storm Drain System Maintenance)
AMOUNT BUDGETED	\$ 1,700 (FY10-11 Neighborhood Road Program) \$ 36,000 (Vista Hills) \$550,000 (Storm Drain System Maintenance)
APPROPRIATION REQUIRED	\$ 32,983 (FY10-11 Neighborhood Road Program) to be included in next budget amendment
LINE ITEM NUMBER	203-203.00-805.431 (FY10-11 Neighborhood Road Program) 203-203.00-865.197 (Vista Hills) 210-211.00-872.000 (Storm Drain System Maintenance)

BACKGROUND INFORMATION:

[The 2010 Neighborhood Road Program was approved for FY10/11 but construction was deferred until calendar year 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 (awarded previously) and the other for asphalt. This contract addresses the rehabilitation of asphalt streets listed below:

Road Segment	From	To	PASER	Treatment
Mansfield Drive	Yorkshire	Newberry	3	Mill and overlay with discrete full-depth repairs
Yorkshire Drive	Huntington	Mansfield	3/4	Mill and overlay with discrete full-depth repairs
Cascade Drive	Singh Blvd	Heatherbrae	3/4	Mill and overlay with discrete full-depth repairs
Meridian Lane	Cascade	Heatherbrae	4	Mill and overlay with discrete full-depth repairs

The project also includes the rehabilitation of catch basins in a few subdivisions where numerous structures have been identified for repair.

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 \$20,695 (4% of the \$517,362 construction bid) and an inspection fee of \$62,115 (\$615 per crew day, multiplied by the 101 days provided in the contractor's bid) for a total not-to-exceed fee of \$82,810.

The construction contract award is proposed for consideration elsewhere on this agenda. Construction is scheduled to begin in summer 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 (Asphalt) to Spalding DeDecker Associates, Inc., in the amount of \$82,810.

	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				

MAP INTERPRETATION NOTICE

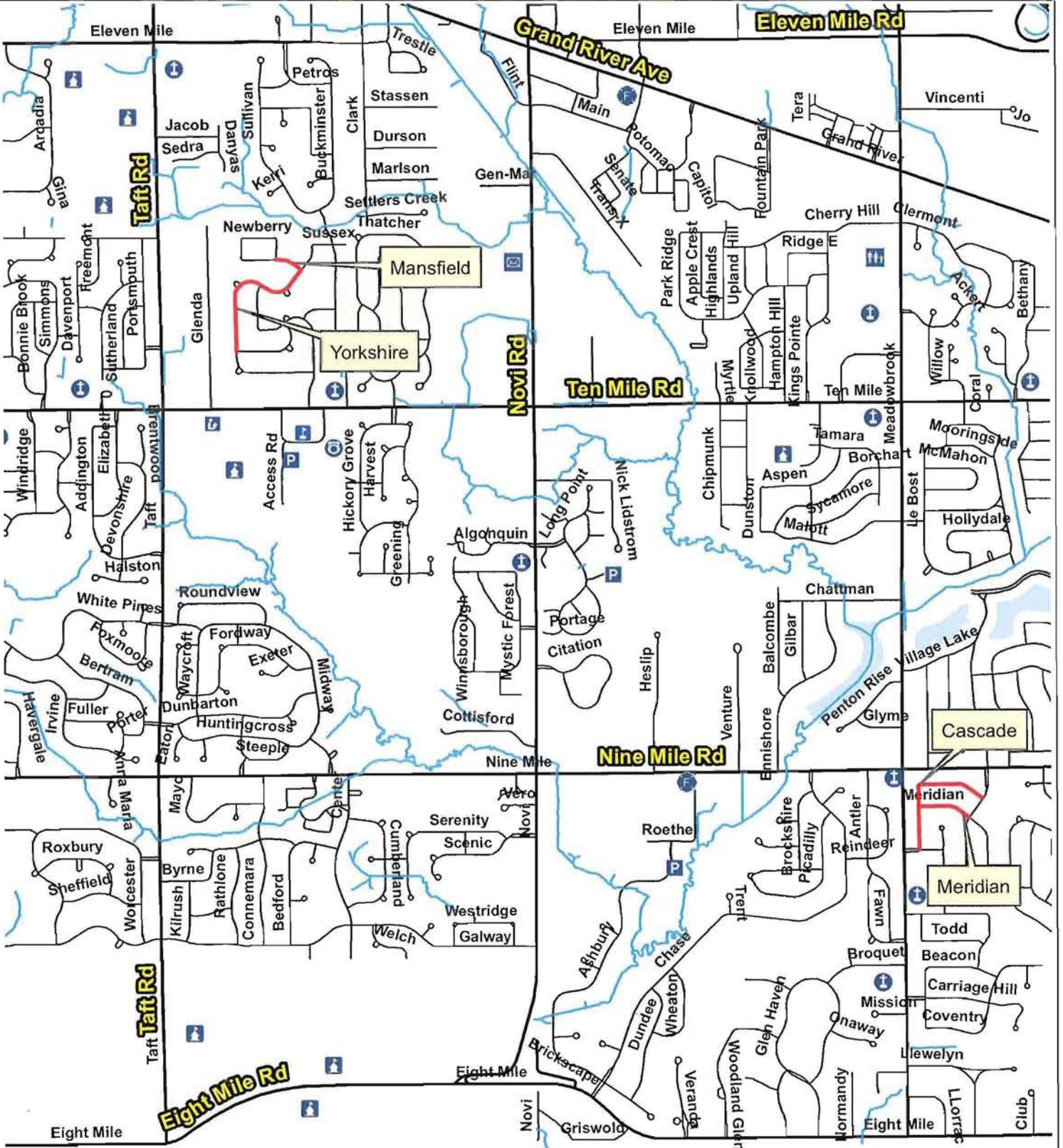
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate 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



0 280 560 1,120 1,680 2,240
Feet

2010/11 Neighborhood Road Program - Asphalt



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

2011 NEIGHBORHOOD ROAD PROGRAM (Asphalt)

Second 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. *Unchanged*

c. Add 1.c. as follows:

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 \$20,695, which is 4% of the awarded construction cost (\$517,362) 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: _____

PASER (Pavement Surface Evaluation and Rating System)

What is PASER?

PASER is an acronym for Pavement Surface Evaluation and Rating system. It is a system for visually rating the surface condition of a pavement from a scale of 1 to 10, with 1 being a pavement in a failed condition and 10 being a pavement in excellent condition. Guidelines for rating the pavement surface using the PASER system have been developed by the [Michigan Transportation Asset Management Council](#).

Novi has conducted a pavement rating analysis in 2001, 2004 and 2008. Beginning in 2010, the PASER analysis is being completed by City staff over a three year period. A third of the City will be completed each year in 2010, 2011, and 2012.

What do the PASER ratings actually mean?

Most pavements will deteriorate through various phases as shown. The rate at which pavement deteriorates from an excellent (10) to a very poor condition (1) depends largely on its environment, traffic loading conditions, original construction quality, and interim maintenance procedures. Two pavements constructed at the same time may have significantly different lives, or certain portions of a pavement may deteriorate more rapidly than others, due to material or construction problems.

The PASER rating scale can generally be translated into maintenance categories as shown. The normal maintenance or rehabilitation procedure has been found helpful in relating to the surface rating scheme. However, choosing an individual surface rating should not automatically dictate the final maintenance or rehabilitation technique. Future traffic projections, original construction and pavement strength should be considered since these may dictate a more comprehensive rehabilitation. On the other hand, it may be appropriate under special conditions to do nothing and let the pavement fully deteriorate, then rebuild when funds are available.

Asphalt Streets

PASER Rating	Condition	Treatment
9 & 10	Excellent	No maintenance required
8	Very Good	Little or no maintenance
7	Good	Crack sealing and minor patching
5 & 6	Fair – Good	Preservative treatments (non-structural)
3 & 4	Poor – Fair	Structural improvement (overlay)
1 & 2	Failed	Reconstruction

Concrete Streets

PASER Rating	Condition	Treatment
9 & 10	Excellent	No maintenance required
7 & 8	Very Good	Routine maintenance
5 & 6	Fair – Good	Surface repairs, sealing, partial-depth patching
3 & 4	Poor – Fair	Extensive slab or joint rehabilitation
1 & 2	Failed	Reconstruction