

CITY of NOVI CITY COUNCIL

Agenda Item D
June 6, 2011

SUBJECT: Approval to award an amendment to the engineering services contract for construction engineering services related to the Civic Center and Ella Mae Power Park Detention Basin Rehabilitation project to Spalding DeDecker Associates, Inc., in the amount of \$11,945.

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

CITY MANAGER APPROVAL: *[Signature]* *R24*

EXPENDITURE REQUIRED	\$11,945
AMOUNT BUDGETED	\$26,700 (includes \$14,824 already awarded for design engineering)
LINE ITEM NUMBER	210-211.00-805.023

BACKGROUND INFORMATION:

The purpose of this project is to repair and improve the Civic Center Regional Detention Basin, located south of Ella Mae Power Park, at the southern limits of the Civic Center property; and the Power Park Basin serving the Civic Center Campus and Novi High School. A location map has been attached for reference.

The Civic Center Regional Detention Basin serves approximately 489 acres upstream along Miller Creek and is the final storm water detention basin upstream of the Rouge River. The basin is maintained by the City of Novi, was recommended for improvements in the 2007 Storm Water Master Plan Phase II, and was funded in the 2010-11 Capital Improvement Program. This project will also address some repairs needed for the adjacent Power Park storm water basin, which serves the Civic Center Campus and Novi High School before it discharges into the Civic Center Regional Detention Basin.

The project will include improved maintenance access to the basins, retrofitting the outlet control structures to reduce clogging, repair and stabilization of eroded areas in the vicinity of the basins, and the repair/replacement of the inlet and outlet pipes of the Power Park basin.

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 \$5,795 (7.0% of the \$82,780 construction bid) and an inspection fee of \$6,150 (\$615 per crew day, multiplied by the 10 days provided in the contractor's bid) for a total fee of \$11,945.

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.

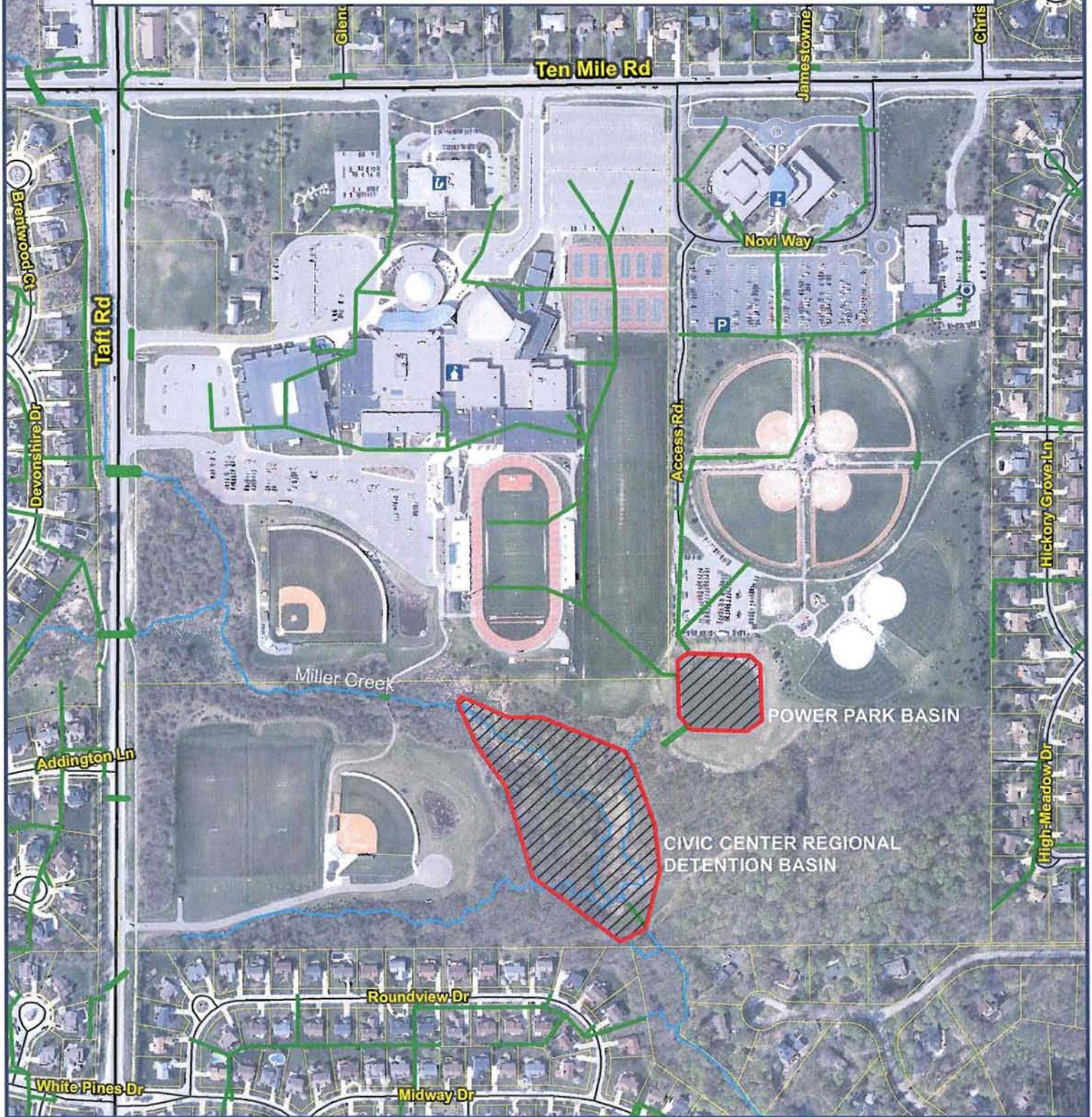
RECOMMENDED ACTION: Approval to award an amendment to the engineering services contract for construction engineering services related to the Civic Center and Ella Mae Power Park Detention Basin Rehabilitation project to Spalding DeDecker Associates, Inc., in the amount of \$11,945.

	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				

Civic Center Basin/Power Park Basin Improvements

Location Map



Map Author: Ben Croy
 Date: October 27, 2010
 Project: Civic Center Basin Improvements
 Version #: 1.0

Amended By:
 Date:
 Department:

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
 Department Division
 Department Name
 45175 W Ten Mile Rd
 Novi, MI 48375
 cityofnovi.org

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

**CIVIC CENTER AND ELLA MAE POWER PARK
DETENTION BASIN REHABILITATION PROJECT**

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 \$5,795, which is 7.0% of the awarded construction cost (\$82,780) 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: _____