



CITY of NOVI CITY COUNCIL

Agenda Item D
September 28, 2015

SUBJECT: Approval to award an amendment to the engineering services agreement with Spalding DeDecker Associates for construction engineering services for the Eight Mile Road Pathway (between Beck and Garfield) in the amount of \$47,223.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 47,223
AMOUNT BUDGETED	\$ 572,326
LINE ITEM NUMBER	204-204.00-974.423

BACKGROUND INFORMATION:

The purpose of this project is to construct an 8-foot wide pathway along the north side of Eight Mile Road between Beck Road and the crosswalk located west of the Garfield Road and Eight Mile Road intersection to complete the pathway gaps in this area. The existing segments of pathway along the frontage of Maybury Park Estates and Tuscan Reserve would remain in place with minor modifications to meet Americans with Disability Act (ADA) requirements. The attached map shows the location of the proposed pathway.

The project was bid as a base bid and two alternates. The base bid includes the construction of all pathway segments along the north side of Eight Mile Road, except across the frontage of the proposed Ballantyne subdivision (which is Alternate 1) and the proposed Dunhill Park subdivision (which is Alternate 2). The alternates were included to give flexibility at the time of award should there be movement toward developing one or both of the sites or if the bid prices exceed the budget.

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 \$29,943 (6.5% of the \$460,669 construction bid) and an inspection fee of \$17,280 (\$640 per crew day, multiplied by the 27 days provided in the contractor's bid) for a total fee of \$47,223.

It is anticipated that this project will commence this fall and would be completed by summer 2016.

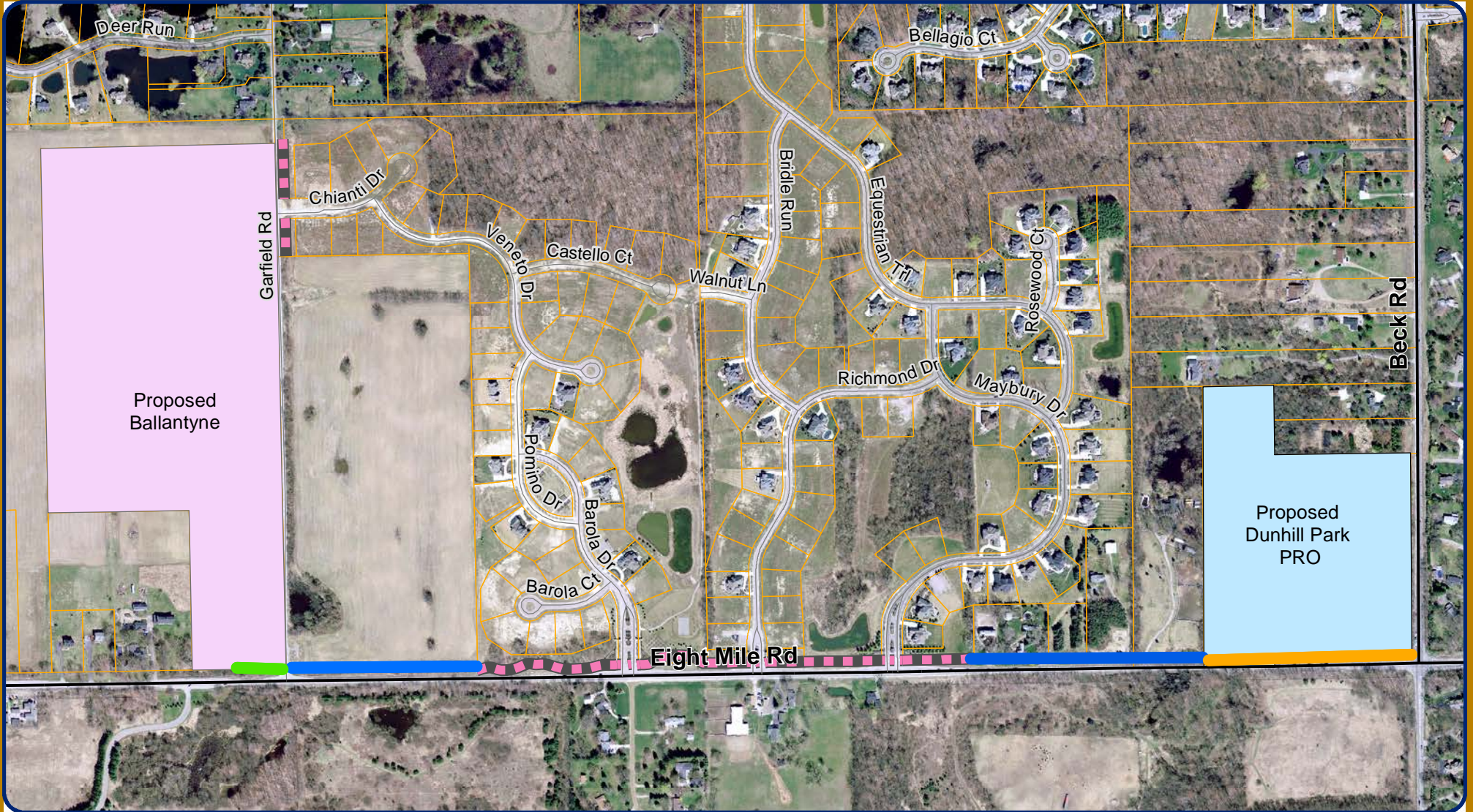
RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with Spalding DeDecker Associates for construction engineering services for the Eight Mile Road Pathway (between Beck and Garfield) in the amount of \$47,223.

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

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

Eight Mile Road Pathway

Base Bid with Alternates




Map Author: Coburn
Date: 9/21/15
Project:
Version #:

Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

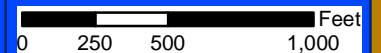
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate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

Legend

-  Alternate_2
-  Existing Pathway
-  Alternate_1
-  Base_Bid



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



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

**EIGHT MILE PATHWAY
(BETWEEN BECK RD AND WEST OF GARFIELD ROAD)**

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 25, 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 \$29,943, which is 6.5% of the awarded construction cost (\$460,669) 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 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: _____