



CITY of NOVI CITY COUNCIL

**Agenda Item H
November 23, 2015**

SUBJECT: Approval to award an amendment to the engineering services agreement with Spalding DeDecker Associates for construction engineering services for the 14 Mile Road Water Main and Pathway (Haverhill to Maples) project in the amount of \$34,365.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *BTC RJA*
 Department of Public Services, Water & Sewer Division *RJC*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 10,548 (Water Main) \$ 23,817 (Pathway) \$ 34,365 TOTAL
AMOUNT BUDGETED	\$ 132,185 (Water Main) \$ 282,204 (Pathway) \$ 414,389 TOTAL
LINE ITEM NUMBER	592-592.00-976.023 (Water Main) 204-204.00-974.453 (Pathway)

BACKGROUND INFORMATION:

This project includes the construction of a water main and pathway along the south side of 14 Mile Road between Haverhill Farms subdivision and the Maples of Novi development. The water main completes an additional loop in the water supply network to improve reliability and pressures in this area of the City. The pathway construction closes a gap in the pathway network and will allow residents of Haverhill Farms to walk or bike to adjacent areas more safely.

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 \$18,365 (6.5% of the \$282,543 construction bid) and an inspection fee of \$16,000 (\$640 per crew day, multiplied by the 25 days provided in the contractor's bid) for a total fee of \$34,365.

Construction of the project will commence this fall with construction of the water main. Once the water main construction is complete this spring, the construction of the pathway will begin. Overall completion is anticipated in summer of 2016.

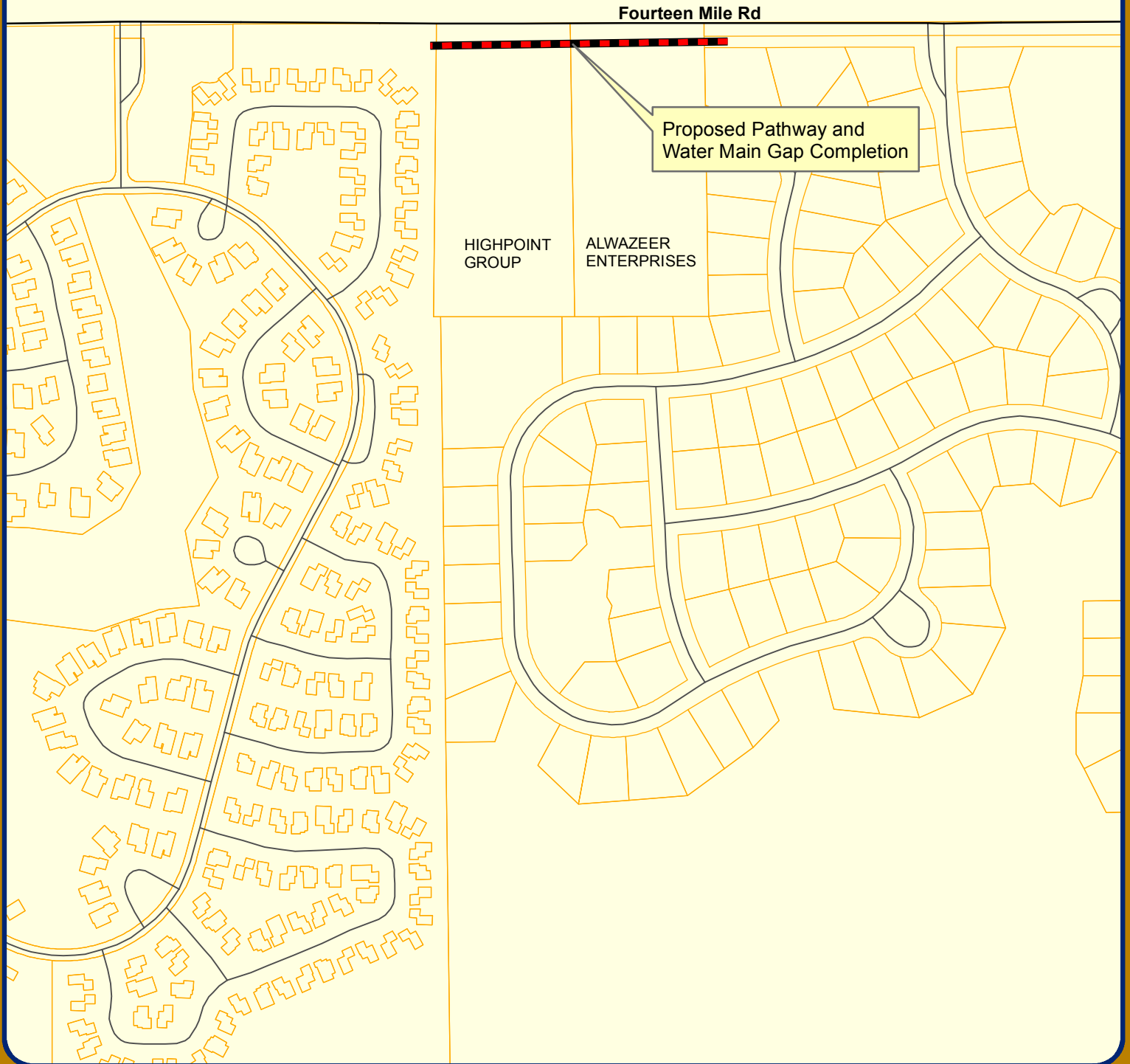
RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with Spalding DeDecker Associates for construction engineering services for the 14 Mile Road Water Main and Pathway (Haverhill to Maples) project in the amount of \$34,365.

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

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

14 Mile Pathway and Water Main

Location Map



Map Author: Croy
Date: 9/8/15
Project: 14 Mile Water Main
Version #: v2.0

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.



1 inch = 333 feet



City of Novi

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

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

**14 MILE WATER MAIN EXTENSION AND PATHWAY CONSTRUCTION
(HAVERHILL TO MAPLES OF NOVI)**

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 March 23, 2015 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 the following Language:
 - i. Contract Administration: The Consultant shall complete Contract Administration services for a lump sum fee of \$18,365, which is 6.5% of the awarded construction cost for the pathway (\$282,543) 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*
3. *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: _____