



CITY of NOVI CITY COUNCIL

Agenda Item G
June 19, 2017

SUBJECT: Approval to award an amendment to the engineering services agreement with Spalding DeDecker for construction engineering services for the Village Oaks Lake and Village Wood Lake stormwater improvement project in the amount of \$16,276.16.

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

CITY MANAGER APPROVAL: *fx*

EXPENDITURE REQUIRED	\$ 16,276.16
AMOUNT BUDGETED	\$ 903,378.00
LINE ITEM NUMBER	210-211.00-865.139

BACKGROUND INFORMATION: *ls*

The City of Novi has initiated a project for the repair and replacement of the storm drainage and outlet control structures in Village Oaks Lake and Village Wood Lake. The 2013 Stormwater Master Plan Update identified this area for proposed repair. This project also includes locating buried storm sewer structures and eliminating public access to the outlet and overflow structures in Village Wood Park (see attached figure).

Spalding DeDecker, the City's Engineering consultant, assisted the Engineering Division with developing the plans for this project. The plans were advertised for public bids on May 23, 2017. 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 engineering fees for this project include a contract administration fee of \$6,676.16 (7.75% of the \$86,144.00 construction bid) and an inspection fee of \$9,600.00 (\$640 per crew day, multiplied by the 15 days provided in the contractor's bid) for a total fee of \$16,276.16.

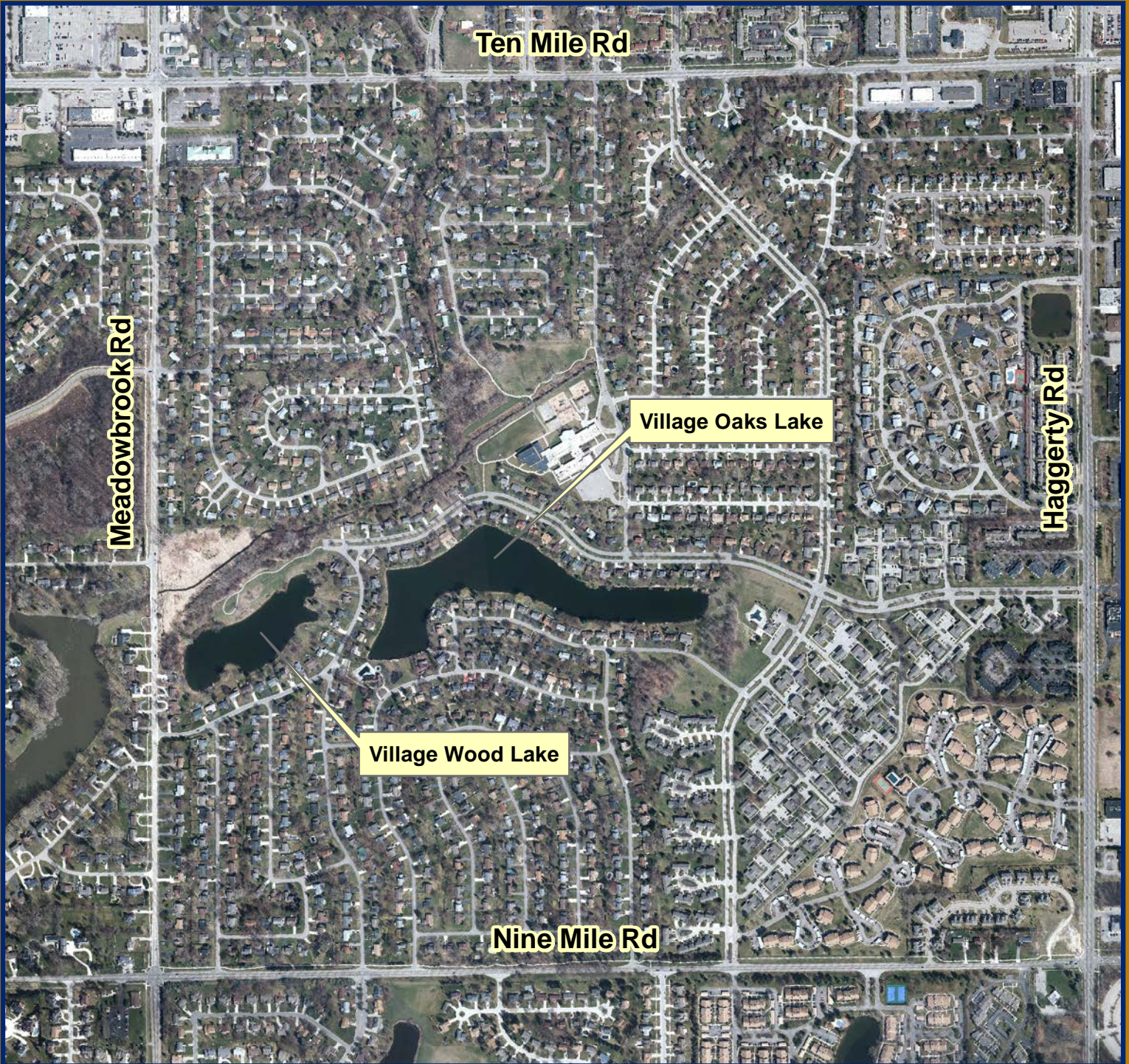
The construction contract award is proposed for consideration elsewhere on this agenda.

It is anticipated that this project will be substantially complete this summer with final completion in the fall.

RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with Spalding DeDecker for construction engineering services for the Village Oaks Lake and Village Wood Lake stormwater improvement project in the amount of \$16,276.16.

Village Oaks Lake & Village Wood Lake Stormwater Improvements

Location Map



Map Author: J. Mathias
Date: 06/5/2017

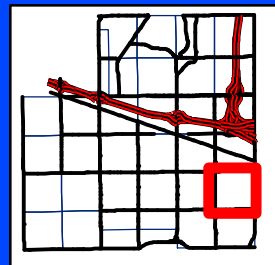
Project:
Version #:

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.



City of Novi

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

Feet
0 170 340 680 1,020

1 inch = 833 feet



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

VILLAGE OAKS AND VILLAGE WOOD LAKE STORMWATER IMPROVEMENTS

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 August 25, 2014 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 \$6,676.16, which is 7.75% of the awarded construction cost (\$86,144.00) 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.

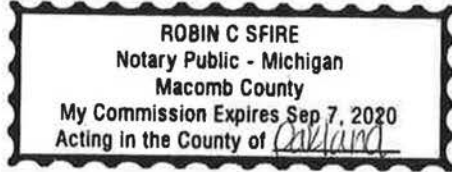
Taylor E. Reynolds
TAYLOR E. REYNOLDS

Jacalyn Souel
Jacalyn Souel

David E. Richmond

By: David E. Richmond
Its: Project Manager

The foregoing Agreement was acknowledged before me this 9th day of June,
2017, by David Richmond on behalf of Spalding DeDecker Associates Inc.



Robin C. Sfira
Notary Public
Macomb County, Michigan
My Commission Expires: Sept 7, 2020



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: _____