



CITY of NOVI CITY COUNCIL

Agenda Item Q
March 13, 2017

SUBJECT: Approval to award an amendment to the engineering services agreement with Spalding DeDecker for construction engineering services for the Meadowbrook Commons Parking Lot Rehabilitation project in the amount of \$66,105.10.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division GDM

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 66,105.10
AMOUNT BUDGETED	\$ 1,043,795
LINE ITEM NUMBER	594-000.00-969.001

BACKGROUND INFORMATION:

A detailed evaluation of the Meadowbrook Commons parking lot revealed that the existing pavement was in need of complete removal and replacement, along with some re-compaction of the existing aggregate base. Therefore, Spalding DeDecker was chosen to review the current conditions of the pavement and design a plan to rehabilitate the entire parking lot system in the Meadowbrook Commons Senior Housing Development for construction in the spring of 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 \$25,145.10 (2.5% of the \$1,005,804 construction bid) and an inspection fee of \$40,960 (\$640 per crew day, multiplied by the 64 days provided in the contractor's bid) for a total fee of \$66,105.10.

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

It is anticipated that this project will be substantially complete this spring with final completion scheduled for the summer of 2017.

RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with Spalding DeDecker for construction engineering services for the Meadowbrook Commons Parking Lot Rehabilitation project in the amount of \$66,105.10.

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

MEADOWBROOK COMMONS PARKING LOT REHABILITATION

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 July 12, 2016 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 \$25,145.10, which is 2.5% of the awarded construction cost (\$1,005,804) 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. Of which, the Contractor bid sixty-four (64) crew days or \$40,960. "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.

Ted Meadows
TED MEADOWS

Taylor G Reynolds
TAYLOR G REYNOLDS

Cheryl Gregory
By: CHERYL GREGORY
Its: VICE PRESIDENT

The foregoing Agreement was acknowledged before me this 6 day of MARCH, 2017
by Cheryl Gregory on behalf of Spaulding DeDecker.

LISA DE MEO
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Jan 10, 2022
ACTING IN COUNTY OF OAKLAND

Lisa DeMEO
Notary Public
Wayne County, Michigan
My Commission Expires: 1-10-2022

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: _____