



CITY of NOVI CITY COUNCIL

**Agenda Item K
August 27, 2012**

SUBJECT: Approval to award an amendment to the engineering services agreement with Spalding DeDecker Associates, Inc. related to the 2012 Pathway Gap and Americans with Disabilities Act Compliance Program in the amount of \$32,006.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division ^{TZ} ^{BTC}

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	<p>\$ 6,759 (Meadowbrook Rd Pathway)</p> <p>\$ 20,466 (Taft Rd Pathway)</p> <p>\$ 4,781 (ADA Compliance Program)</p> <p>\$ 32,006 TOTAL</p>
AMOUNT BUDGETED	<p>\$119,100 (Meadowbrook Rd Pathway)</p> <p>\$108,600 (Taft Rd Pathway)</p> <p>\$ 0 (2011-12 ADA Compliance Program)</p> <p>\$227,700 TOTAL for Engineering and Construction</p>
LINE ITEM NUMBER	<p>204-204.00-974.426 (Meadowbrook Rd Pathway)</p> <p>204-204.00-974.427 (Taft Rd Pathway)</p> <p>204-204.00-805.003 (ADA Compliance Program)</p>

BACKGROUND INFORMATION:

The 2012 Pathway Gap Program includes two segments: segment #36 along the west side of Taft Road between Grand River and Eleven Mile (some portions already completed by developments), and segment #144 along the west side of Meadowbrook between Grand River and Cherry Hill. The completion of these segments will result in continuous pathway routes connecting to larger pathway networks in each area. A location map for each segment has been included for reference.

This project also includes the first year of the Americans with Disabilities Act (ADA) Compliance Implementation, and will include improvements to sidewalk ramps and address other sidewalk defects along Meadowbrook Road at the intersections of Thirteen Mile and Brownstone Drive, and also at the entrance for Meadowbrook Elementary. The ADA Compliance Transition Plan, adopted in March 2011, provides a long-term plan for bringing the City's public sidewalks and other related facilities into compliance with ADA requirements. This annual program addresses high priority areas (e.g., high pedestrian usage, and areas where pathway barriers exist). These locations were selected because they are part of the heavily-used walk-to-school route to Meadowbrook Elementary.

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 \$12,941 (7.0% of the \$184,878 construction bid) and an inspection fee of \$19,065 (\$615 per crew day, multiplied by the 31 days provided in the contractor's bid) for a total of \$32,006.

The construction contract award is proposed for consideration elsewhere on this agenda. Construction is scheduled to begin in fall 2012 and completion is anticipated this construction season.

RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with Spalding DeDecker Associates, Inc. related to the 2012 Pathway Gap and Americans with Disabilities Act Compliance Program in the amount of \$32,006.

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

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

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

**2012 PATHWAY GAP PROGRAM AND
ADA COMPLIANCE IMPLEMENTATION PROGRAM**

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 September 26, 2011 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 \$12,941.42, which is 7.0% of the awarded construction cost (\$184,877) 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: Maria Sedki, P.E.
Its: Project Manager

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: _____

2012 Pathway Gap Program Taft Road Segment Location Map



Map Author: Croy
Date: 2/29/12
Project: 2012 Pathway Gap Program
Version #: v1.1



1 inch = 225 feet

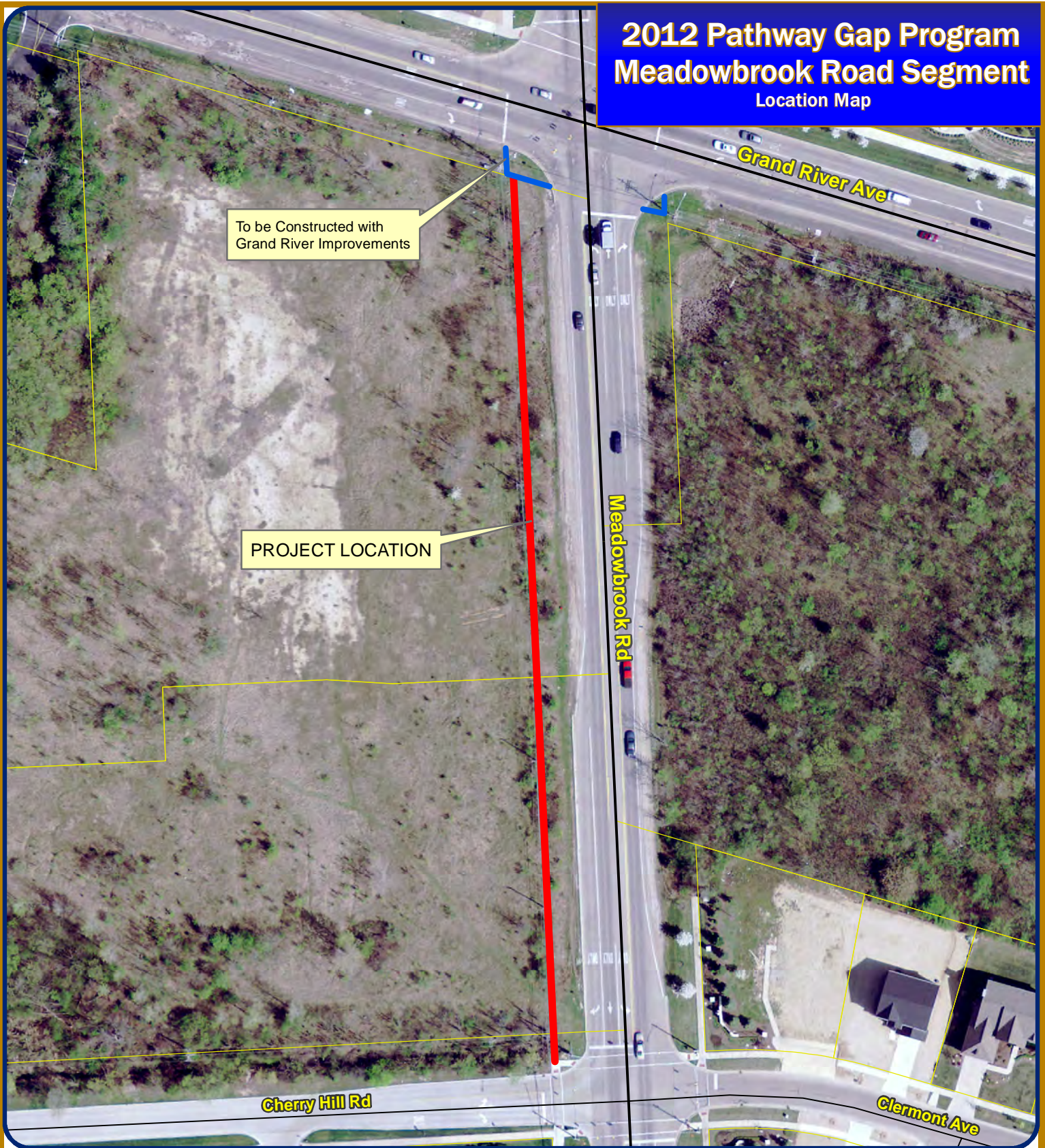


City of Novi
Engineering Division
Department of Public Services
26300 Delwal Drive
Novi, MI 48375
cityofnovi.org

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.

2012 Pathway Gap Program Meadowbrook Road Segment Location Map



Map Author: Croy
Date: 2/29/12
Project: 2012 Pathway Gap Program
Version #: v1.1



1 inch = 100 feet



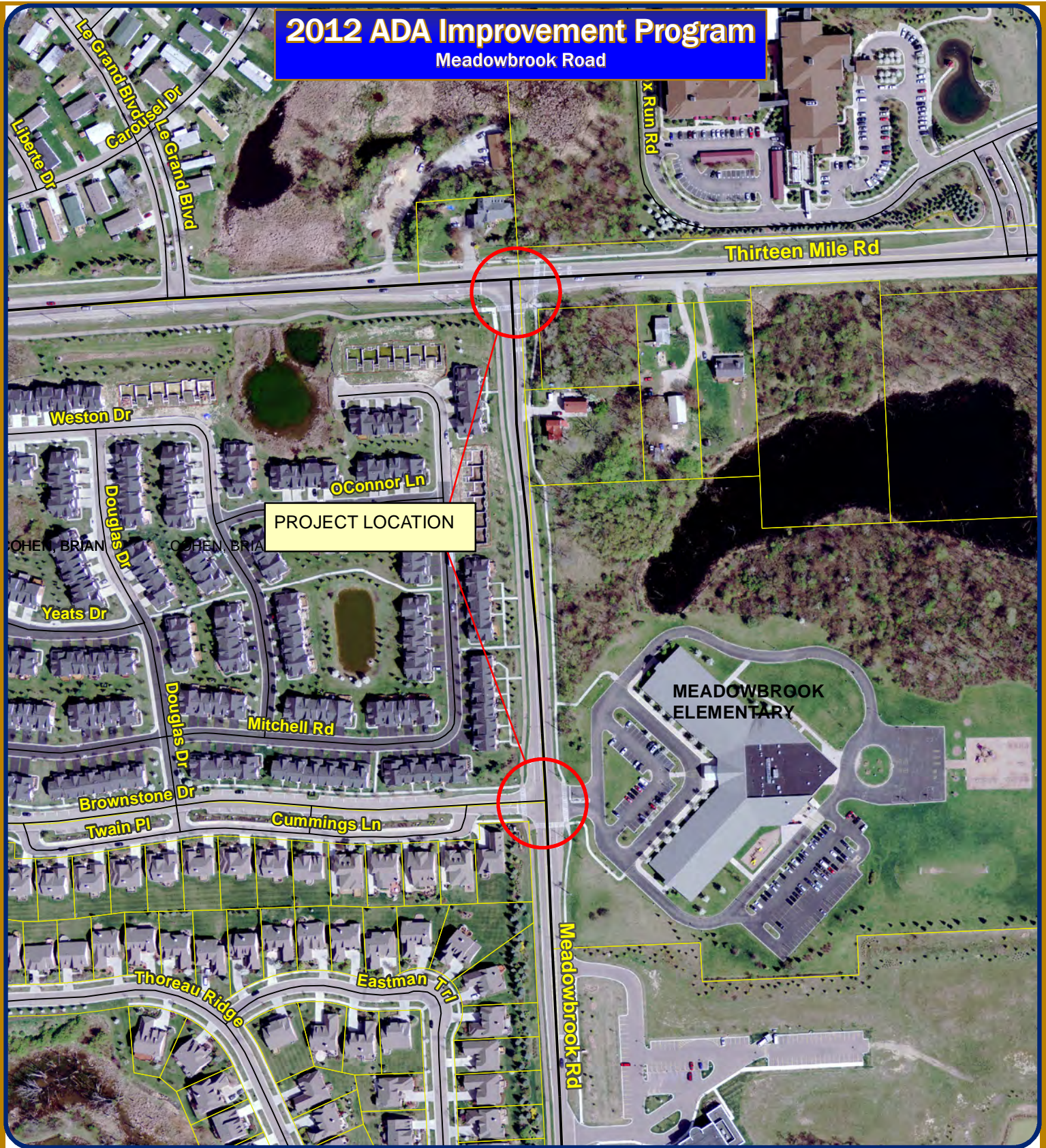
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2012 ADA Improvement Program

Meadowbrook Road



Map Author: Croy
 Date: 4/25/12
 Project: ADA
 Version #: v2.0

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1 inch = 250 feet



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