



# CITY of NOVI CITY COUNCIL

**Agenda Item K**  
**August 26, 2013**

**SUBJECT:** Approval to award an amendment to the engineering services agreement to Spalding DeDecker Associates for the construction phase engineering services related to the Novi Road Pathway and 2013 ADA Compliance project in the amount of \$24,063.

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

**CITY MANAGER APPROVAL:** *[Signature]*

<b>EXPENDITURE REQUIRED</b>	<b>\$ 20,035 Novi Road Pathway</b> <b>\$ 4,028 2013 ADA Compliance Program</b> <b>\$ 24,063 TOTAL</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 203,050 Novi Road Pathway</b> <b>\$ 100,000 ADA Compliance Program (FY2012-13 and FY2013-14)</b> <b>\$ 303,050 TOTAL</b>
<b>LINE ITEM NUMBER</b>	<b>204-204.00-974.431 Novi Road Pathway</b> <b>204-204.00-805.003 ADA Compliance Program</b>

**BACKGROUND INFORMATION:**

The project includes the construction of approximately 1,800 feet of 6-foot wide concrete pathway to fill three gaps along the west side of Novi Road between Nine Mile Road and Ten Mile Road, identified as segment 92 in the *Pathway and Sidewalk Prioritization Analysis and Process*. A location map has been included for reference. Obtaining four permanent easements and four temporary easements was required to facilitate the construction and maintenance of this pathway. Of the four properties requiring easements, one was donated, and the other three were acquired for a negotiated price. The permit required for the construction of a boardwalk across Chapman Creek and the associated floodplain has been issued by the Department of Environmental Quality.

This project also includes the second construction year for the Americans with Disabilities Act (ADA) Compliance Implementation Program as recommended by the ADA Compliance Transition Plan adopted in March 2011 and funded in the 2012-13 fiscal year CIP. The ADA Compliance Transition Plan 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). This year's ADA Compliance project is targeting sidewalks along Novi Road adjacent to the pathway project.

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 \$12,543 (7.0% of the \$179,187 construction bid) and an inspection fee of \$11,520 (\$640 per crew day, multiplied by the 18 days provided in the contractor's bid) for a total fee of \$24,063.

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

The construction contract calls for substantial completion of the project within 45 days and final completion within 60 days of the Notice to Proceed.

**RECOMMENDED ACTION:** Approval to award an amendment to the engineering services agreement to Spalding DeDecker Associates for the construction phase engineering services related to the Novi Road Pathway and 2013 ADA Compliance project in the amount of \$24,063.

	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				

# 2012 ADA Improvements - Novi Rd



Map Author: Croy  
 Date: 9/25/12  
 Project: 2012 ADA - Novi Road  
 Version #: v1.0

**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.



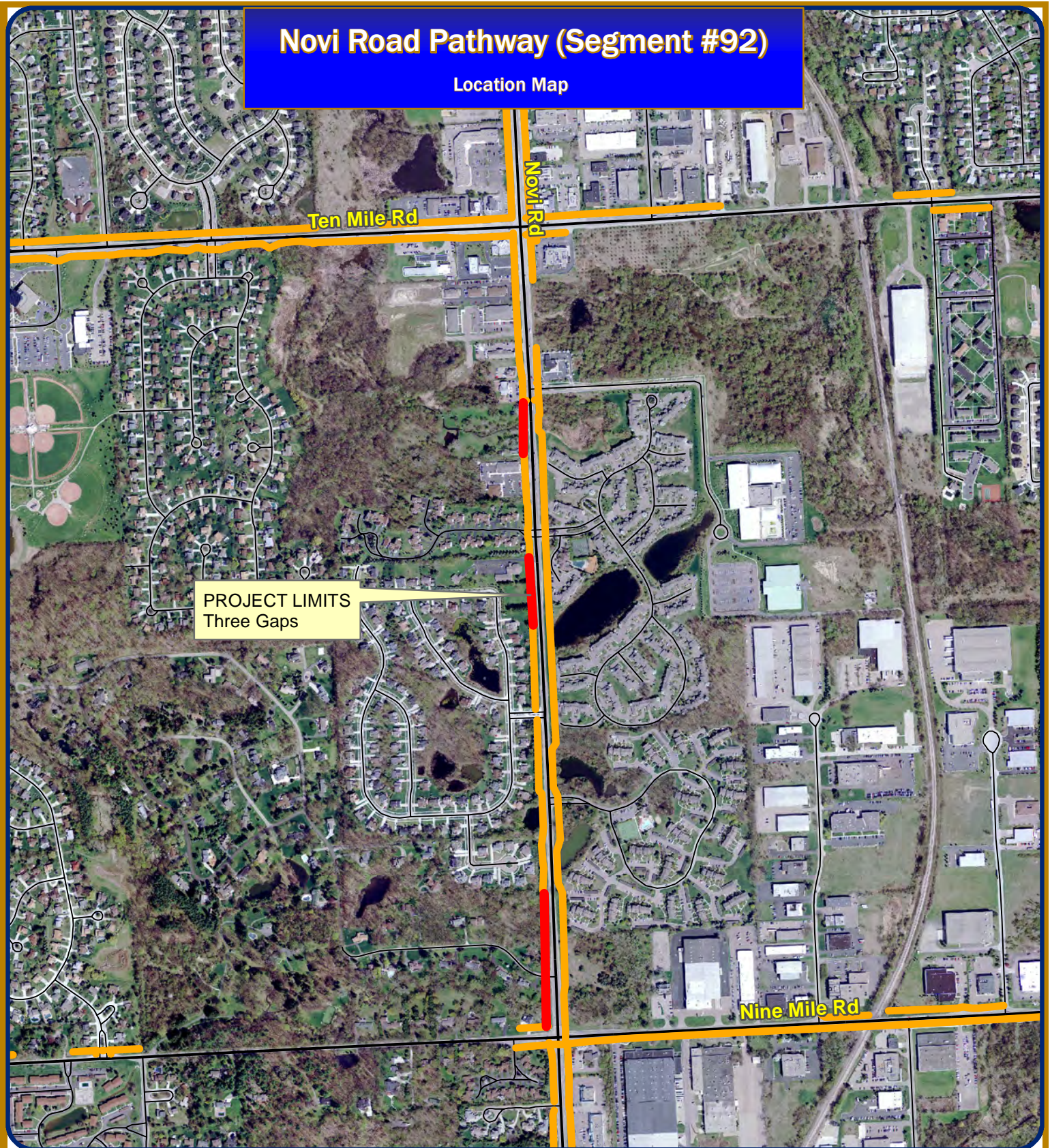
1 inch = 344 feet



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

# Novi Road Pathway (Segment #92)

Location Map



PROJECT LIMITS  
Three Gaps

Map Author: Croy  
Date: 8/2/13  
Project: Novi Pathway  
Version #: v2.0





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

### MAP INTERPRETATION NOTICE

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### Legend

-  Novi Road Pathway (3 Gaps)
-  Existing Pathway



1 inch = 850 feet

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

**NOVI ROAD PATHWAY (NINE TO TEN MILE) AND  
2013 ADA COMPLIANCE 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 August 2, 2012 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 \$12,543, which is 7.0% of the awarded construction cost (\$179,187) as indicated on the Design and Construction Engineering Fee Curve. 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: \_\_\_\_\_