



CITY of NOVI CITY COUNCIL

**Agenda Item 9
June 27, 2016**

SUBJECT: Approval to award an amendment to the engineering services agreement with Spalding DeDecker Associates for construction engineering services for the Novi Road Reconstruction (12 Mile to 13 Mile) project in the amount of \$131,935.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 51,978 (Road Funds) \$ 79,957 (Drain Funds) \$131,935 TOTAL
AMOUNT BUDGETED	\$ 116,465 (Road Funds) \$ 116,593 (Drain Funds)
LINE ITEM NUMBER	202-202.00-805.161 (Road Funds) 210-211.00-805.161 (Drain Funds)

BACKGROUND INFORMATION:

The project includes the rehabilitation of Novi Road between 12 Mile Road and 13 Mile Road. The majority of this project would involve a mill and overlay with base and subbase repairs as necessary. A fabric interlayer will be utilized in the mill and overlay areas to help resist reflective cracking and extend the life of the new pavement. Select segments of the center turn lane will also be removed where it is not necessary and replaced with a depressed, planted median island containing bioswales for storm water treatment. Additionally, the sidewalk ramps adjacent to the project limits will be improved to current Americans with Disabilities Act (ADA) standards.

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 \$93,535 (5.3% of the \$1,764,813 construction bid) and an inspection fee of \$38,400 (\$640 per crew day, multiplied by the 60 days as estimated by the Engineering Division) for a total fee of \$131,935.

It is anticipated that this project will commence this summer and would be completed by the fall.

RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with Spalding DeDecker Associates for construction engineering services for the Novi Road Reconstruction (12 Mile to 13 Mile) project in the amount of \$131,935.

	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				

Novi Road Reconstruction

12 Mile Road to 13 Mile Road

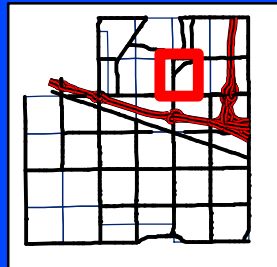


Map Author: A. Wayne
 Date: 6/17/2016
 Project:
 Version #:

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



1 inch = 700 feet



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

NOVI ROAD RECONSTRUCTION (12 MILE TO 13 MILE)

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 January 11, 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 \$93,535, which is 5.3% of the awarded construction cost (\$1,764,813) 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.

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: _____

Letting of June 03, 2016**Letting Call:** 1606 032**Project:** STU 63459-130423**Local Agreement:** 16-5263**Start Date:** July 6, 2016**Low Bid:** \$1,764,813.00**Engineer Estimate:** \$1,702,557.00**Pct Over/Under Estimate:** 3.66 %**Completion Date:** October 15, 2016**Description:**

1.22 mi of hot mix asphalt cold milling and resurfacing, aggregate base, drainage, paving interlayer, concrete curb, gutter and ramps and guardrail on Novi Road from 12 Mile Road to 13 Mile Road in the city of Novi, Oakland County.

4.00 % DBE participation required

Bidder	As-Submitted
Ajax Paving Industries, Inc.	\$1,764,813.00
Pro-Line Asphalt Paving Corp.	\$1,822,609.00
Cadillac Asphalt, L.L.C.	\$1,837,787.00

Total Number of Bidders: 0