



CITY of NOVI CITY COUNCIL

Agenda Item D
February 23, 2015

SUBJECT: Approval to award an amendment to the engineering services agreement with Spalding DeDecker Associates for construction engineering services for the Town Center Reconstruction—Contract 2 (11 Mile to Crescent) project in the amount of \$65,936.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

RTH BTC

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 65,936
AMOUNT BUDGETED	\$ 79,516
LINE ITEM NUMBER	202-202.00-805.675

BACKGROUND INFORMATION:

This project includes the reconstruction of Town Center Drive from Eleven Mile to Crescent Boulevard. Improvements to the sidewalks and ramps, as well as other minor improvements, will be completed within the project limits. This portion of the road was scheduled to be completed last year along with the portion of Town Center Drive between Eleven Mile and Grand River. However, the work could not be completed by the end of the construction season.

A change order removing the incomplete portions of the project from Contract 1 (awarded to a different contractor) was issued in December 2014 in the deductive amount of \$664,895. The incomplete work is now being recommended for award as Town Center Reconstruction—Contract 2. Contract 2 includes Town Center Drive from Crescent Boulevard to and including the Eleven Mile intersection as shown on the attached map.

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 \$40,336 (6.4% of the \$630,245.22 construction bid) and an inspection fee of \$25,600 (\$640 per crew day, multiplied by the 40 days provided in the contractor's bid) for a total fee of \$65,936.

The construction contract award is proposed for consideration elsewhere on this agenda. It is anticipated that this project will be completed by summer 2015.

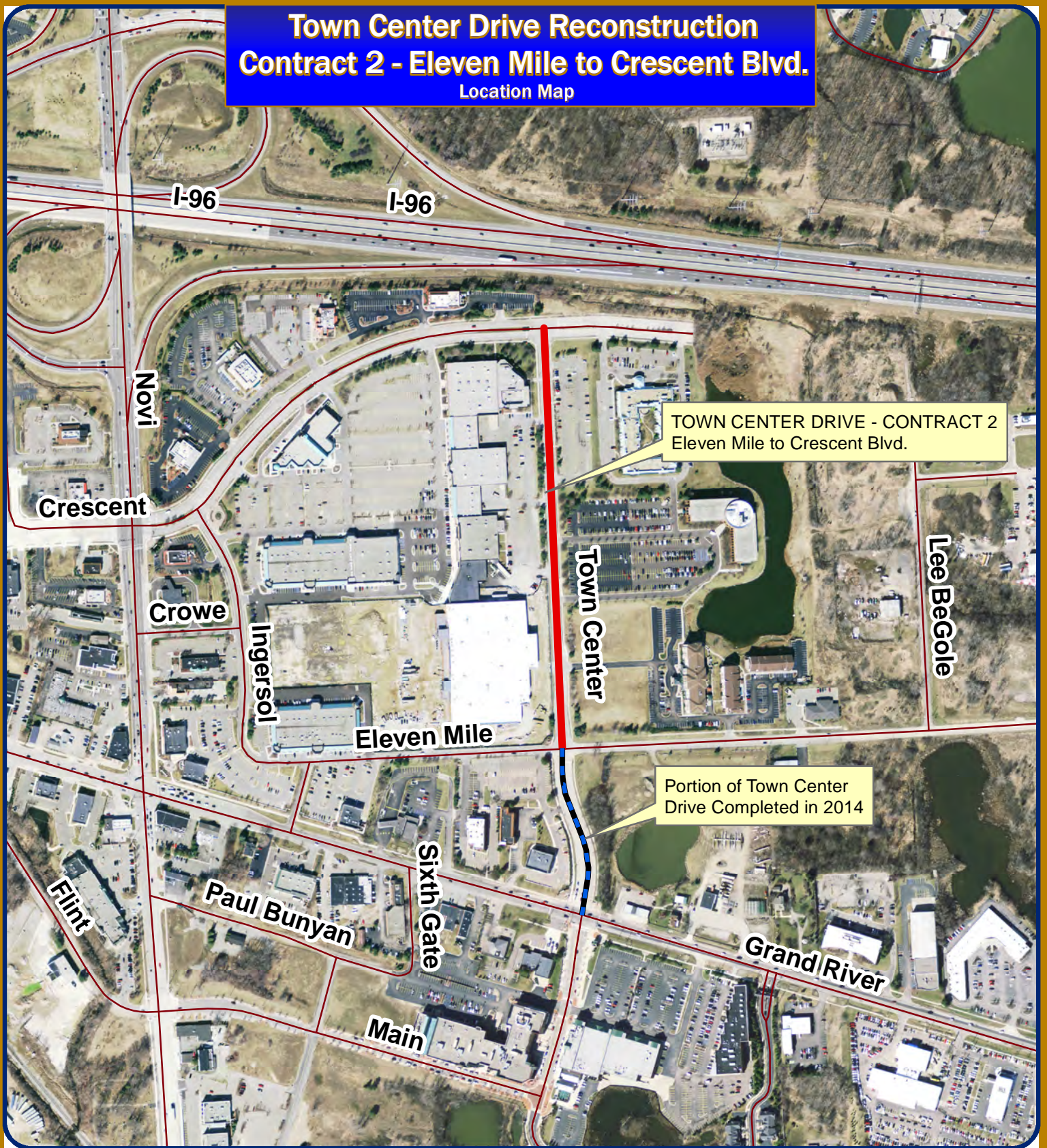
RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with Spalding DeDecker Associates for construction engineering services for the Town Center Reconstruction—Contract 2 (11 Mile to Crescent) project in the amount of \$65,936.

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

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

Town Center Drive Reconstruction Contract 2 - Eleven Mile to Crescent Blvd.

Location Map



Map Author: Croy
Date: 2/13/15
Project: Town Center Drive Contract 2
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 = 500 feet



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

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

**TOWN CENTER DRIVE RECONSTRUCTION
CONTRACT 2 – ELEVEN MILE TO CRESCENT BLVD**

Second 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 26, 2013 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. *Unchanged.*
 - c. Add the following language:

Construction Phase Services (Contract 2): The Consultant shall complete the construction phase services as described herein according to the fee schedule as described below:

 - i. Contract Administration (Contract 2): The Consultant shall complete Contract Administration services for a lump sum fee of \$40,335.69, which is 6.4% of the awarded construction cost (\$630,245.22) 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 Second 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: _____