



CITY of NOVI CITY COUNCIL

Agenda Item H
August 28, 2017

SUBJECT: Approval to award an amendment to the engineering services agreement with Spalding DeDecker for construction engineering services for the Bishop Creek and Ingersol Creek Streambank Stabilization project in the amount of \$60,828.30.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 60,828.30
AMOUNT BUDGETED	\$ 1,058,225.00 (FY 2016-17 Budget Rollover)
LINE ITEM NUMBER	210-211.00-865.130 (Ingersol Creek & Bishop Creek)

BACKGROUND INFORMATION:

The Bishop Creek and Ingersol Creek streambank project involves the restoration and stabilization of multiple locations along Bishop Creek south of Ten Mile and along Ingersol Creek between Bishop Creek and Meadowbrook Road where streambank erosion has occurred. The 2013 Stormwater Master Plan identified these areas needing repair. This project will include the acquisition of easements needed to complete the work behind the houses along the creeks.

Spalding DeDecker assisted City staff with developing the engineering plans for this project. The plans were advertised for public bid on July 19, 2017. The construction phase engineering fees are determined using two components: 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 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 \$41,628.30 (5.5% of the \$756,878.25 construction bid) and an inspection fee of \$19,200.00 (\$640 per crew day, multiplied by the 30 days provided in the contractor's bid) for a total fee of \$60,828.30.

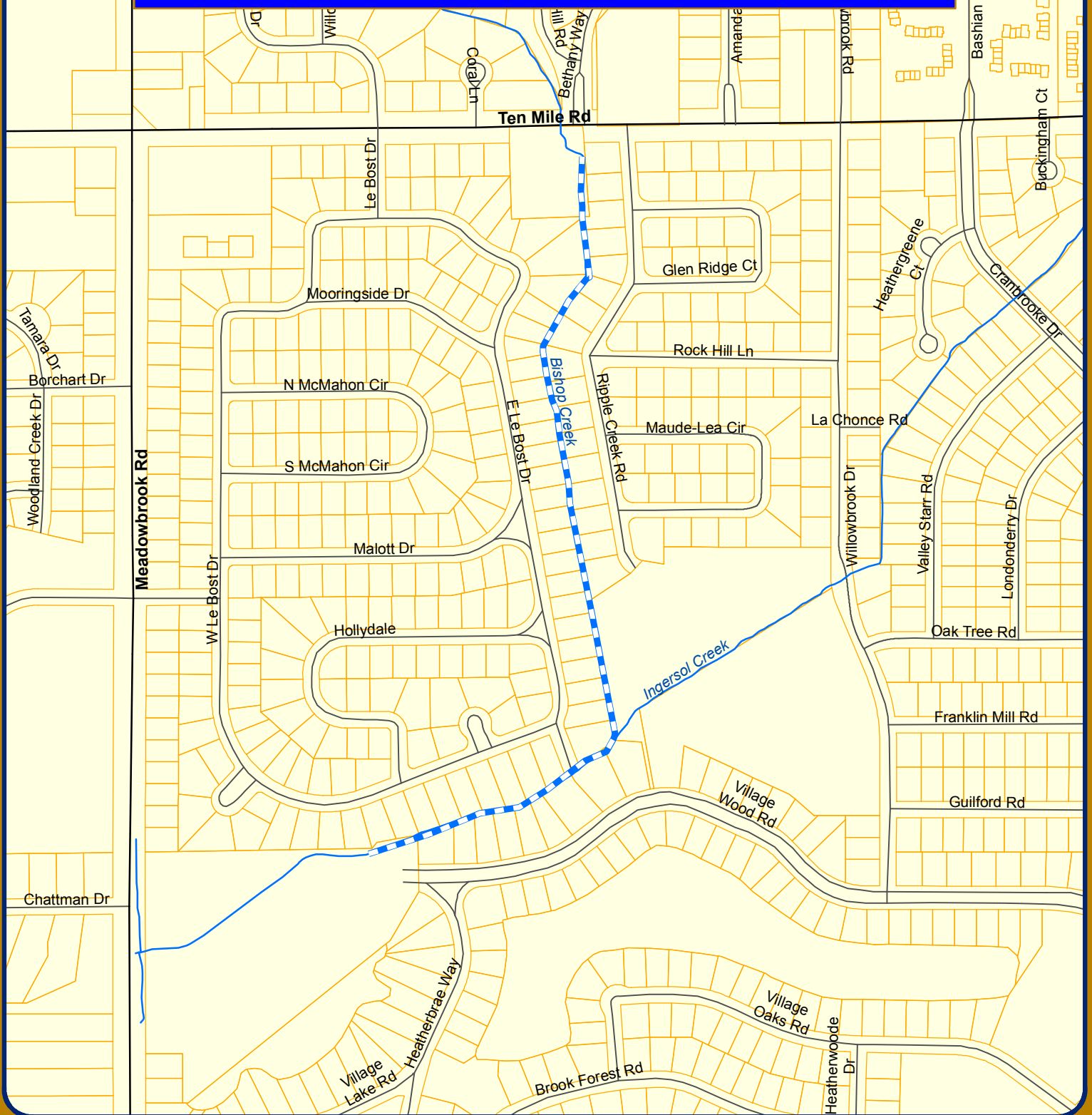
The construction contract award is proposed for consideration elsewhere on this agenda. It is anticipated that this project will be substantially complete by fall of 2017 with final completion and restoration by late fall of 2017.

RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with Spalding DeDecker for construction engineering services for the Bishop Creek and Ingersol Creek Streambank Stabilization project in the amount of \$60,828.30.

Manor Park Dr

Bishop Creek/Ingersol Creek Streambank Stabilization

Location Map





Map Author: Croy
 Date: 4/30/15
 Project: Bishop/Ingersol Streambank
 Version #: v1.0



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

Map Legend

-  Study Area (Streambank Stabilization)
-  Waterways



1 inch = 500 feet

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.

FIRST AMENDMENT TO THE
SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BISHOP CREEK AND INGERSOL CREEK STREAMBANK STABILIZATION

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 18, 2017 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 \$41,628.30, which is 5.5% of the awarded construction cost (\$756,878.25) 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.

Taylor E Reynolds
TAYLOR E REYNOLDS

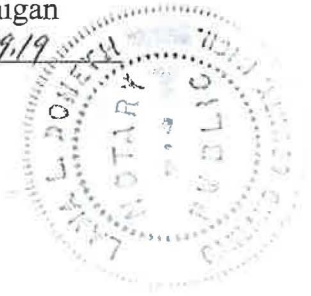
David E Richmond

Terence E. Lindow
TERENCE E. LINDOW

By: David E. Richmond
Its: Project Manager

The foregoing Agreement was acknowledged before me this 21st day of August, 2017, by David E. Richmond on behalf of Spalding DeDecker Associates, Inc.

Lana L Doneth
Notary Public LANA L DONETH
OAKLAND County, Michigan
My Commission Expires: 02.09.19



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: _____