



CITY of NOVI CITY COUNCIL

Agenda Item M
August 11, 2014

SUBJECT: Approval to award an amendment to the engineering services agreement with Spalding DeDecker for construction engineering services for the Town Center Drive Reconstruction project in the amount of \$89,332.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 89,332
AMOUNT BUDGETED	\$126,661
LINE ITEM NUMBER	202-202.00-805.675

BACKGROUND INFORMATION:

This project includes the reconstruction of Town Center Drive from Grand River to Crescent Boulevard and provides the opportunity to incorporate some changes to the lane configurations at the intersections of Grand River and 11 Mile to improve the operation of the roadway. Improvements to the sidewalks and ramps, as well as other minor improvements, will be completed within the project limits.

The City's Non-Motorized Master Plan 2011 has designated the section of Town Center Drive between Grand River and 11 Mile as an On-Road Neighborhood Connector, and envisions bike lanes for both the northbound and southbound roadways between Grand River and 11 Mile. Therefore, reconstruction of this section will incorporate bike lanes and other non-motorized improvements recommended by the master plan. (Bike lanes were contemplated on 11 Mile, but the design was revised to include a 10-foot wide shared use pathway on the north side and a 6-foot wide pathway on the south side.)

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 \$57,332 (6.0% of the \$955,526 construction bid) and an inspection fee of \$32,000 (\$640 per crew day, multiplied by the 50 days provided in the contractor's bid) for a total fee of \$89,332.

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

It is anticipated that the construction of the project will begin this summer and be completed this fall.

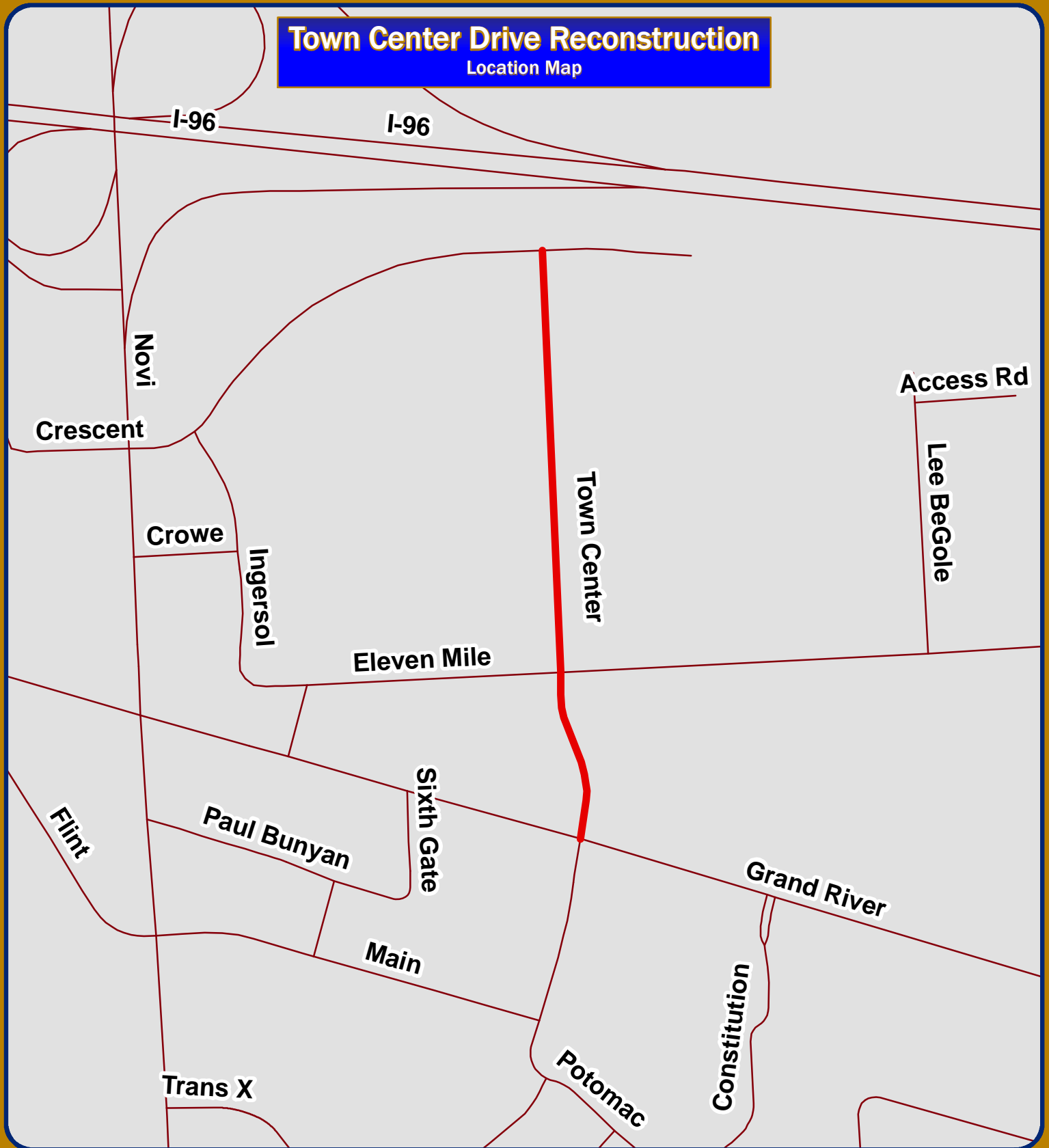
RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with Spalding DeDecker for construction engineering services for the Town Center Drive Reconstruction project in the amount of \$89,332.

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

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

Town Center Drive Reconstruction

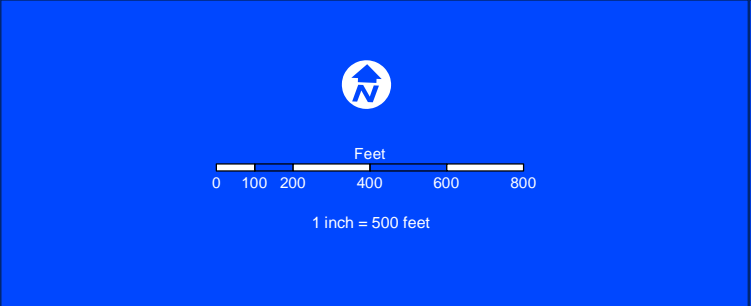

Location Map



Map Author: Croy
 Date: 6/24/14
 Project: Town Center Drive Reconstruction
 Version #: v2.0

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.

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

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

**TOWN CENTER DRIVE RECONSTRUCTION
GRAND RIVER AVE TO CRESCENT BLVD**

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 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. 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 \$57,331.58, which is 6.0% of the awarded construction cost (\$955,526.30) 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: _____