



## CITY of NOVI CITY COUNCIL

Agenda Item I  
November 24, 2014

**SUBJECT:** Approval to award an amendment to the engineering services agreement with Spalding DeDecker for construction engineering services for the Regency Centre and Knightsbridge Gate Lift Station Upgrades in the amount of \$14,269.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *BSC*  
Department of Public Services, Water and Sewer Division *TDK*

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

<b>EXPENDITURE REQUIRED</b>	<b>\$ 14,269</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 243,695</b>
<b>LINE ITEM NUMBER</b>	<b>592-592.00-976.001</b>

### BACKGROUND INFORMATION:

The proposed 2014 Sanitary Lift Station Upgrades project involves installation of natural gas-powered generator sets at two existing sanitary lift stations: Regency Pump Station and Knightsbridge Pump Station (see attached location map). The pump stations were constructed by the developer of each site, and each developer provided a portable diesel generator to the City. A permanent generator at these locations would better prevent sanitary sewer backups caused by power failures by automatically restoring power without relying on delivery of a portable generator by City personnel. Using natural gas as the fuel source is not only more cost effective, but because each station would be connected to a gas main, there would be an uninterrupted supply. During prolonged outages, diesel generators must be frequently re-fueled.

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 \$9,149 (7.5% of the \$121,980 construction bid) and an inspection fee of \$5,120 (\$640 per crew day, multiplied by the 8 days provided in the contractor's bid) for a total fee of \$14,269.

The project is being awarded now to allow acquisition of the generators which have a lead time of 8 to 12 weeks. Therefore, the project has a substantial completion date of May 1, 2015. Some of the work may be completed over the winter. The construction contract award is proposed for consideration elsewhere on this agenda.

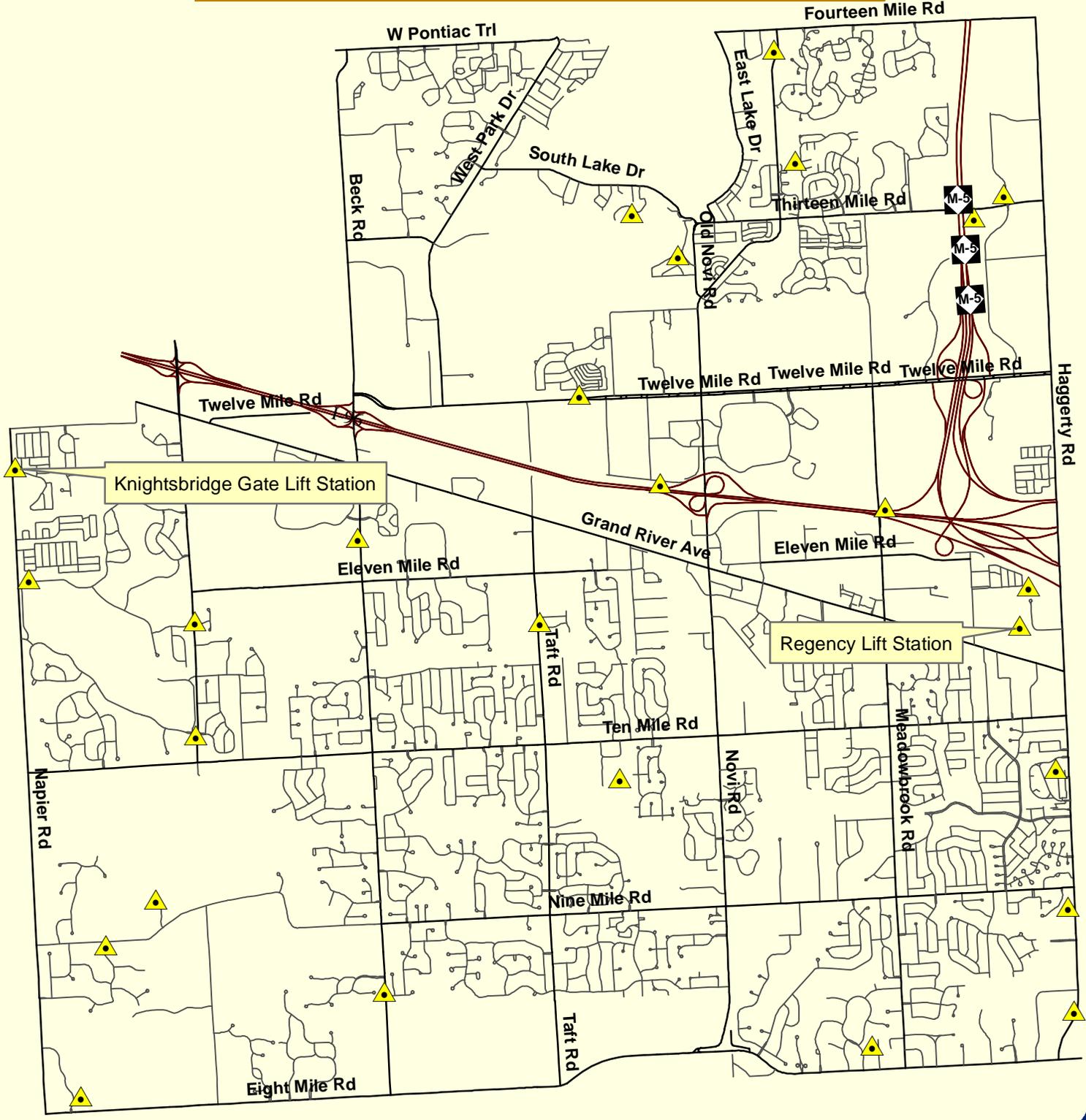
**RECOMMENDED ACTION:** Approval to award an amendment to the engineering services agreement with Spalding DeDecker for construction engineering services for the Regency Centre and Knightsbridge Gate Lift Station Upgrades in the amount of \$14,269.

	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				

# Regency and Knightsbridge Gate Lift Stations

## Location Map



Map Author: Croy  
 Date: 11/13/14  
 Project: KBG Regency Lift Station Upgrades  
 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.

**Legend**

Lift Stations



**City of Novi**  
 Engineering Division  
 Department of Public Services  
 26300 Lee BeGole Drive  
 Novi, MI 48375  
[cityofnovi.org](http://cityofnovi.org)

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

**2014 SANITARY LIFT STATION UPGRADES**

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 March 24, 2014 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 \$9,148.50, which is 7.5% of the awarded construction cost (\$121,980), per the Consultant's March 12, 2014 proposal.
      - 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: \_\_\_\_\_