



## CITY of NOVI CITY COUNCIL

**Agenda Item B  
May 8, 2017**

**SUBJECT:** Approval to award an amendment to the engineering services agreement with Spalding DeDecker for construction engineering services for the 2017 Neighborhood Roads Program – Asphalt (Contract #3) project in the amount of \$82,329.64.

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

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$ 82,329.64</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 630,000.00</b>
<b>LINE ITEM NUMBER</b>	<b>203-203.00-864.183</b>

### BACKGROUND INFORMATION:

Each year, the City of Novi selects residential streets for reconstruction, repaving, repair, and/or rehabilitation based on PASER ratings, staff's field observations and resident concerns. Spalding DeDecker, engineering consultants to the City of Novi, helped develop a list of streets for the 2017 Neighborhood Road Program (NRP). The winning construction bid included Buckingham Court, Buckminster Drive, Chattman Drive, Ennshore Drive, Greening Drive, Hampton Hill Road, Lochmoor Lane and Petros Boulevard.

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 engineering fees for this project include a contract administration fee of \$31,129.64 (3.25% of the \$957,834.93 construction bid) and an inspection fee of \$51,200 (\$640 per crew day, multiplied by the 80 days provided in the contractor's bid) for a total fee of \$82,329.64.

The construction contract award was proposed and approved by City Council at their meeting on April 24, 2017 to include the originally proposed neighborhood streets. Funding was identified from the recently proposed Cabot and Lewis concrete rehabilitation. That proposed project will be reconfigured and repositioned for a later construction date.

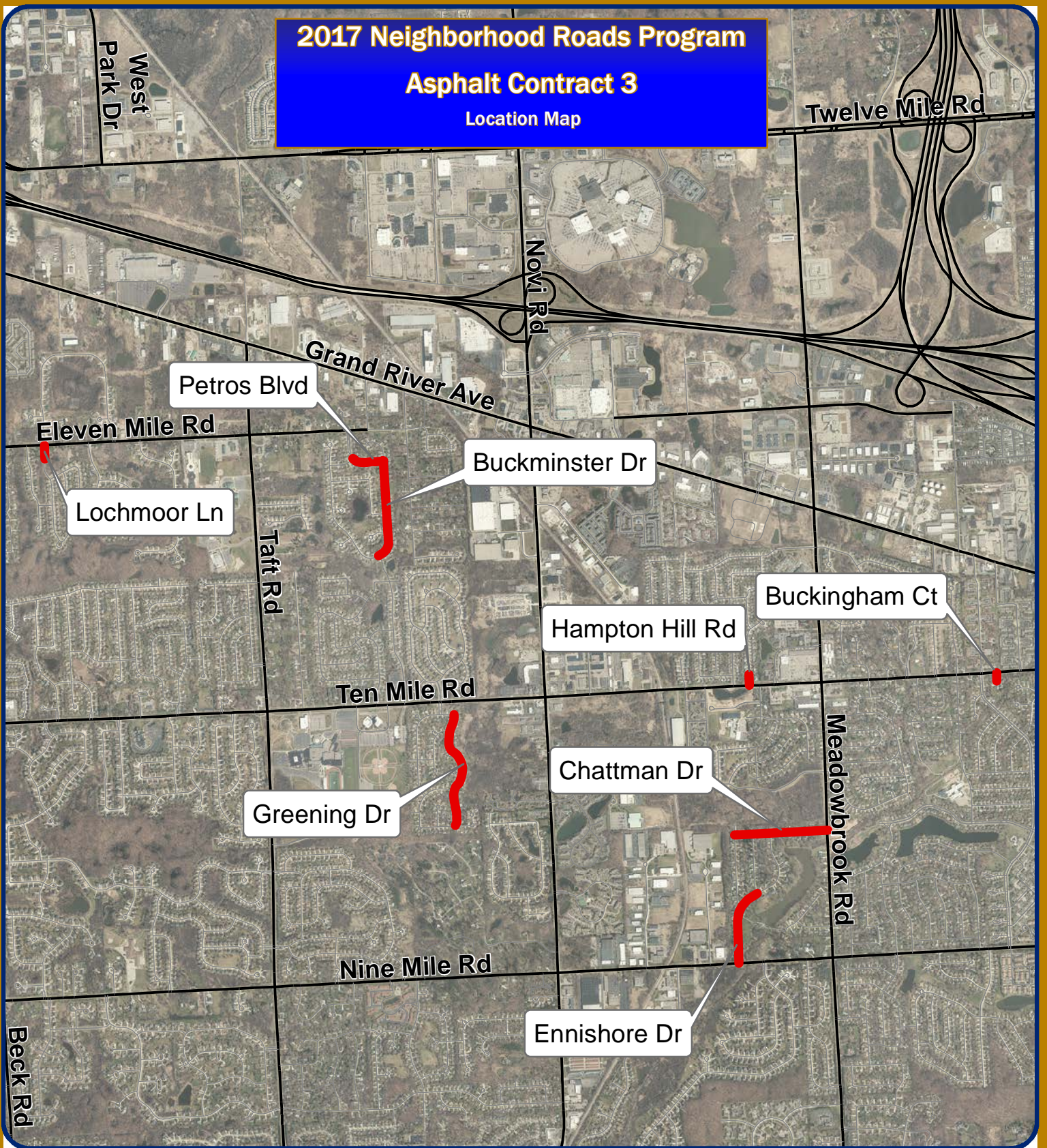
It is anticipated that this project will be completed by this fall 2017.

**RECOMMENDED ACTION:** Approval to award an amendment to the engineering services agreement with Spalding DeDecker for construction engineering services for the 2017 Neighborhood Roads Program – Asphalt (Contract #3) project in the amount of \$82,329.64.

# 2017 Neighborhood Roads Program

## Asphalt Contract 3

Location Map



Map Author: J. Mathias  
Date: 4/26/17

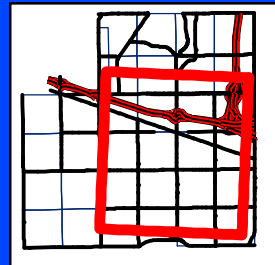
Amended By:  
Date:  
Department:

#### 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.

### Legend

 Asphalt



**City of Novi**

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

0 500 1,000 2,000 3,000  
Feet

1 inch = 2,500 feet



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

**2017 NEIGHBORHOOD ROADS PROGRAM – ASPHALT (CONTRACT 3)**

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 27, 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 I.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 \$31,129.64, which is 3.25% of the awarded construction cost (\$957,834.93) 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

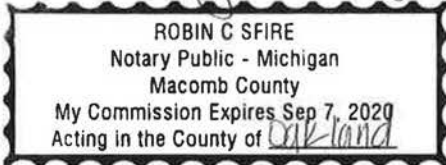
Spalding DeDecker Associates, Inc.

Alyson [Signature]

[Signature]

[Signature]  
By: Cheryl Gregory  
Its: VICE PRESIDENT

The foregoing Agreement was acknowledged before me this 25<sup>th</sup> day of April, 2017, by Cheryl Gregory on behalf of Spalding DeDecker Associates, Inc.



[Signature]  
Notary Public  
Macomb County, Michigan  
My Commission Expires: Sept 7, 2020



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: \_\_\_\_\_