



cityofnovi.org

# CITY of NOVI CITY COUNCIL

**Agenda Item E**  
**January 4, 2010**

**SUBJECT:** Approval to award a contract for design engineering services for the Drakes Bay and Park Place Sanitary Sewer Pump Station Upgrades to Spalding DeDecker Associates, Inc. (SDA) for a not-to-exceed design fee of \$13,553.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *(M.W.) for BJC R.H.*

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

<b>EXPENDITURE REQUIRED</b>	<b>\$ 4,707 (Drakes Bay Pump Station)</b> <b>\$ 8,846 (Park Place Pump Station)</b> <b>\$13,553 TOTAL</b>
<b>AMOUNT INCLUDED IN CIP</b>	<b>\$130,000 (Drakes Bay Pump Station)</b> <b>\$147,000 (Park Place Pump Station)</b> <b>\$277,000 TOTAL (Engineering &amp; Construction)</b>
<b>LINE ITEM NUMBER</b>	<b>To be determined (Water &amp; Sewer Fund)</b>

### BACKGROUND INFORMATION:

The purpose of this project is to upgrade two existing sanitary pump stations: Drakes Bay pump station located on Wixom Road at Drakes Bay Drive, and Park Place pump station located on Nine Mile at Roberts Road. The locations are shown on the attached map.

In 2006, the City of Novi and its consultant, Orchard Hiltz & McCliment, reviewed the city's sanitary pump station sites as part of the second phase of the Capacity Management Operations and Maintenance Study and provided recommendations for future improvements. This project was recommended by the study and includes the installation of a generator at both sites and several upgrades to each site including safety improvements and select replacement of equipment and controls. The complete scope is detailed in the attached supplemental agreement.

SDA's design and construction administration fees are based on the fixed fee schedule established in the Agreement for Professional Engineering Services for Public Projects. The design fees for this project will be \$13,553.25 (12.80% of the estimated construction cost). The construction phase engineering fees will be awarded at the time of construction award and will be based on the contractor's bid and the fee percentage in the Agreement for Professional Engineering Services for Public Projects. SDA's proposed scope of services, estimate and budget and the supplemental agreement are enclosed.

SDA has completed engineering services for the 2009 Pathway Gap Program, the Crowe/Ingersol Drive project, as well as several drain and water main projects. Design engineering for this project will be completed this winter, bids solicited in early spring 2010, and construction completed in summer 2010.

**RECOMMENDED ACTION:** Approval to award a contract for design engineering services for the Drakes Bay and Park Place Sanitary Sewer Pump Station Upgrades to Spalding DeDecker Associates, Inc. (SDA) for a not-to-exceed design fee of \$13,553.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Burke				
Council Member Crawford				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				



# City of Novi

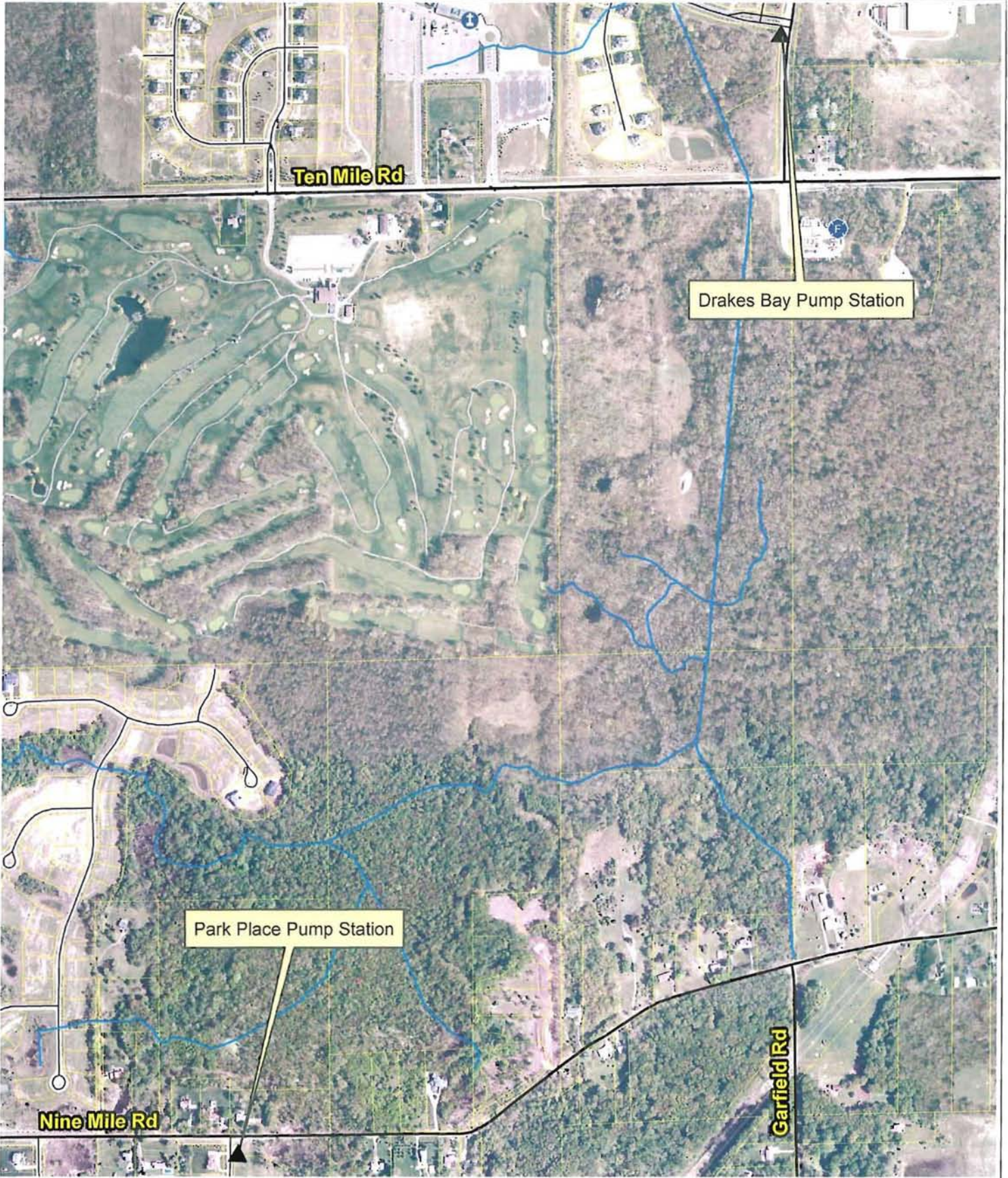


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Feet

## 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.

## 2010 PUMP STATION UPGRADES





SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT

2010 SANITARY PUMP STATION UPGRADES

This Agreement shall be considered as made and entered into as of the date of the last signature hereon, and is 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."

**RECITALS:**

This Agreement shall be supplemental to, and hereby incorporates the terms and conditions of the AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC PROJECTS, and attached exhibits, entered into between the City and the Consultant on September 24, 2009.

The project includes the preparation of plans and specifications for the proposed upgrades to the Drakes Bay and Park Place pump stations. Upgrades to the Drakes Bay pump station include the addition of a natural gas backup generator, and improvements to the control panel and wet well. Upgrades to the Park Place pump station include the addition of a natural gas backup generator, improvements to the wet well and valve chamber, replacement of the control panel and controls, and paving the access to the site. A rain gauge will also be installed at the Park Place pump station.

NOW, THEREFORE, in consideration of the foregoing, the City and Consultant agree as follows:

**Section 1. Professional Engineering Services.**

For and in consideration of payment by the City as provided under the "Payment for Engineering Services" section of this Agreement, Consultant shall perform the work described in the manner provided or required by the following Scope of Services, which is attached to and made a part of this Agreement as Exhibit A, all of said services to be done in a competent, efficient, timely, good and workmanlike manner and in compliance with all terms and conditions of this Agreement.

Exhibit A                      Scope of Services

**Section 2. Payment for Professional Engineering Services.**

1. Basic Fee.

- a. Design Phase Services: The Consultant shall complete the design phase services as described herein for a lump sum fee of \$13,553.25, which is 12.8% of the estimated construction cost (\$105,884.75) as indicated on the Design and Construction Engineering Fee Curve, attached.

- b. Construction Phase Services will be awarded at the time of construction award, should it occur.

2. Payment Schedule for Professional Engineering Services Fee.

Consultant shall submit monthly statements for professional engineering services rendered. The statements shall be based on Consultant's estimate of the proportion of the total services actually completed for each task as set forth in Exhibit A at the time of billing. The City shall confirm the correctness of such estimates, and may use the City's own engineer for such purposes. The monthly statements should be accompanied by such properly completed reporting forms and such other evidence of progress as may be required by the City. Upon such confirmation, the City shall pay the amount owed within 30 days.

Final billing under this agreement shall be submitted in a timely manner but not later than three (3) months after completion of the services. Billings for work submitted later than three (3) months after completion of services will not be paid. Final payment will be made upon completion of audit by the City.

3. Payment Schedule for Expenses.

All expenses required to complete the scope of services described herein, including but not limited to costs related to mileage, vehicles, reproduction, computer use, etc., shall be included in the basic fee and shall not be paid separately. However, as compensation for expenses that are not included in the standard scope of services, when incurred in direct connection with the project, and approved by the City, the City shall pay the Consultant its actual cost times a factor of 1.15.

**Section 4. Ownership of Plans and Documents; Records.**

1. Upon completion or termination of this agreement, all documents prepared by the Consultant, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service shall become the property of the City.

2. The City shall make copies, for the use of the Consultant, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Consultant under this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body.

3. The Consultant shall furnish to the City, copies of all maps, records, field notes, and soil tests that were developed in the course of work for the City and for which compensation has been received by the Consultant.

**Section 5. Termination.**

1. This Agreement may be terminated by either party upon 7- days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party.

2. This Agreement may be terminated by the City for its convenience upon 90 days' prior written notice to the Consultant.

3. In the event of termination, as provided in this Article, the Consultant shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Section 2 of this Agreement. Such amount shall be paid by the City upon the Consultant's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and that other information and materials as may have been accumulated by the Consultant in performing the services included in this Agreement, whether completed or in progress.

#### **Section 6. Disclosure.**

The Consultant affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional engineering services to the City within the two years preceding the execution of this Agreement. A campaign contribution, as defined by Michigan law shall not be considered as a valuable gift for the purposes of this Agreement.

#### **Section 7. Insurance Requirements.**

1. The Consultant shall maintain at its expense during the term of this Agreement, the following insurance:

- A. Worker's Compensation insurance relative to all Personnel engaged in performing services pursuant to this Agreement, with coverage not less than that required by applicable law.
- B. Comprehensive General Liability insurance with maximum bodily injury limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate and minimum Property Damage limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate.
- C. Automotive Liability insurance covering all owned, hired, and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate minimum property damage limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate.
- D. The Consultant shall provide proof of Professional Liability coverage in the amount of, not less than \$1,000,000 (One Million Dollars) per occurrence and/or aggregate, and Environmental Impairment coverage.

2. The Consultant shall be responsible for payment of all deductibles contained in any insurance required hereunder.

3. If during the term of this Agreement changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Consultant will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Consultant's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

4. All policies shall name the Consultant as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice to the City.

With the exception of professional liability, all insurance policies shall name the City of Novi, its officers, agents, and employees as additional insured. Certificates of Insurance evidencing such coverage shall be submitted to Sue Morianti, Purchasing Manager, City of Novi, 45175 West Ten Mile Road, Novi, MI 48375-3024 prior to commencement of performance under this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies.

5. If any work is sublet in connection with this Agreement, the Consultant shall require each subconsultant to effect and maintain at least the same types and limits of insurance as fixed for the Consultant.

6. The provisions requiring the Consultant to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Consultant under this Agreement.

#### **Section 8. Indemnity and Hold Harmless.**

A. The Consultant agrees to indemnify and hold harmless the City, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the City by reason of personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of the Consultant in performing or failing to perform the work.

The Consultant agrees that it is its responsibility and not the responsibility of the City to safeguard the property and materials used in performing this Agreement. Further, this Consultant agrees to hold the City harmless for any loss of such property and materials used pursuant to the Consultant's performance under this Agreement.

#### **Section 9. Nondiscrimination.**

The Consultant shall not discriminate against any employee, or applicant for employment because of race, color, sex, age or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Consultant further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 4563) and will require a similar covenant on the part of any consultant or subconsultant employed in the performance of this Agreement.

**Section 10. Applicable Law.**

This Agreement is to be governed by the laws of the State of Michigan and the City of Novi Charter and Ordinances.

**Section 11. Approval; No Release.**

Approval of the City shall not constitute nor be deemed release of the responsibility and liability of Consultant, its employees, associates, agents and subconsultants for the accuracy and competency of their designs, working drawings, and specifications, or other documents and services; nor shall that approval be deemed to be an assumption of that responsibility by the City for any defect in the designs, working drawings and specifications or other documents prepared by Consultant, its employees, subconsultants, and agents.

After acceptance of final plans and special provisions by the City, Consultant agrees, prior to and during the construction of this project, to perform those engineering services as may be required by City to correct errors or omissions on the original plans prepared by Consultant and to change the original design as required.

**Section 12. Compliance With Laws.**

This Contract and all of Consultants professional services and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because the City is a public governmental agency or body. Consultant represents that it is in compliance with all such laws and eligible and qualified to enter into this Agreement.

**Section 13. Notices.**

Written notices under this Agreement shall be given to the parties at their addresses on page one by personal or registered mail delivery to the attention of the following persons:

City: Rob Hayes, P.E., Director of Public Services and Maryanne  
Cornelius, Clerk, with a copy to Thomas R. Schultz, City Attorney

Consultant: James L. Van Tiflin, P.E., Project Manager

**Section 14. Waivers.**

No waiver of any term or condition of this Agreement shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

**Section 15. Inspections, Notices, and Remedies Regarding Work.**

During the performance of the professional services by Consultant, City shall have the right to inspect the services and its progress to assure that it complies with this Agreement. If such inspections reveal a defect in the work performed or other default in this Agreement, City



shall provide Consultant with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Consultant shall correct the specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Agreement by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so being a valid claim and charge against Consultant; or, the City may preserve the claims of defects or defaults without termination by written notice to Consultant.

All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the City. All questions as to the satisfactory and acceptable fulfillment of the terms of this agreement shall be decided by the City.

#### **Section 16. Delays.**

No charges or claims for damages shall be made by the Consultant for delays or hindrances from any cause whatsoever during the progress of any portions of the services specified in this agreement, except as hereinafter provided.

In case of a substantial delay on the part of the City in providing to the Consultant either the necessary information or approval to proceed with the work, resulting, through no fault of the Consultant, in delays of such extent as to require the Consultant to perform its work under changed conditions not contemplated by the parties, the City will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data.

When delays are caused by circumstances or conditions beyond the control of the Consultant as determined by the City, the Consultant shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the Consultant to proceed to complete the services, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein set forth.

#### **Section 17. Assignment.**

No portion of the project work, heretofore defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent of the City. Consent to sublet, assign, or otherwise dispose of any portion of the services shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this agreement.

#### **Section 18. Dispute Resolution.**

The parties agree to try to resolve any disputes as to professional engineering services or otherwise in good faith. In the event that the parties cannot resolve any reasonable dispute, the parties agree to seek alternative dispute resolution methods agreeable to both parties and which are legally permissive at the time of the dispute. The parties agree to use their best efforts to resolve any good faith dispute within 90 (ninety) days notice to the other party. In the event the parties cannot resolve that dispute as set forth above, they may seek such remedies as may be permitted by law.

WITNESSES

Spalding DeDecker Associates, Inc.

Brian McKissen  
BRIAN MCKISSEN

Maria Sedki  
Maria Sedki

James L. Van Tiflin  
By: James L. Van Tiflin, P.E., Project Manager  
Its:

The foregoing Agreement was acknowledged before me this 16 day of December,  
2009, by James L. Van Tiflin on behalf  
Spalding DeDecker Associates, Inc.



Robin C. Goni  
Notary Public  
Oakland County, Michigan  
My Commission Expires: 9/7/14

WITNESSES

CITY OF NOVI

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By:  
Its:

The foregoing \_\_\_\_\_ was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
200\_\_, by \_\_\_\_\_ on behalf of the City of Novi.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

## EXHIBIT A - SCOPE OF SERVICES

Consultant shall provide the City professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as the City's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary engineering services incidental thereto, as described below.

### A. **Basic Services.**

[see attached]

### B. **Performance.**

1. The Consultant agrees that, immediately upon the execution of this Agreement, it will enter upon the duties prescribed in this agreement, proceed with the work continuously, and make the various submittals on or before the dates specified in the attached schedule. The City is not liable and will not pay the Consultant for any services rendered before written authorization is received by the Consultant.
2. The Consultant shall submit, and the City shall review and approve a timeline for submission of plans and/or the completion of any other work required pursuant to this Scope of Services. The Consultant shall use its best efforts to comply with the schedule approved by the City.
3. If any delay is caused to the Consultant by order of the City to change the design or plans; or by failure of the city to designate right-of-way, or to supply or cause to be supplied any data not otherwise available to the Consultant that is required in performing the work described; or by other delays due to causes entirely beyond the control of the Consultant; then, in that event, the time schedules will be adjusted equitably in writing, as mutually agreed between the City and the Consultant at the moment a cause for delay occurs.
4. Since the work of the Consultant must be coordinated with the activities of the City (including firms employed by and governmental agencies and subdivisions working with the City), the Consultant shall advise the City in advance, of all meetings and conferences between the Consultant and any party, governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Consultant.



**City of Novi  
Drake Bay and Park Place Pump Station Upgrades  
Project Scope**

Per our site visit on Tuesday, December 8, 2009, Spalding DeDecker Associates, Inc. (SDA) proposes to design the following upgrades to the two pump stations.

It is understood that a detailed topographical survey will not be required. Existing record drawings and site visits will be used to locate the proposed generators and access drive.

SDA will prepare plans and specifications, acquire, on behalf of the City, the necessary permits, and assist in the bidding process as required.

Drake Bay Pump Station (LS-3)  
Wixom Road and Drakes Bay

- New On-Site Generator
  - Natural gas generator with weather protection enclosure and sound attenuation.
  - Generator will be sized for future pumps (City to provide information).
  - Generator will be sized to run both pumps with staggered start-up
  - Generator preference Cummins (Kohler or Kato generators acceptable, No Generac)
  - Reinforced Concrete Generator Pad
  - ATS switch on back of ex. control panel or on generator
  - Bore under road for gas connection
- Control Panel
  - Concrete pad (approximately 6'x4') around ex. control panel
  - Local 4 pole redundant generator receptacle (100 Amp)
- Wet Well Roof Slab
  - Wet well concrete roof slab is deteriorating due to proximity to road (salt). Need to either provide a sealing coat or replace entire roof slab and hatch.
- Bollard Posts
  - Install 4 bollard posts to protect existing control panel and proposed generator.





Park Place Pump Station (LS-4)  
9 Mile and Roberts Drive

- Asphalt Driveway
  - Replace ex. gravel driveway with asphalt driveway (8" base w/ 4" asphalt).
  - Driveway width from north of bollard post to just south of upstream manhole (approximately 24' wide)
- Control Panel
  - Replace existing 200 amp redundant generator receptacle w/ 100 amp
- Wet Well
  - Replace ex. hatch with a hatch with a safety fall protection
  - Replace galvanized steel guide rails and chain with stainless steel ones
  - Install new float rack
- Valve Chamber
  - Extend the bypass pumping quick connect to the surface
  - 90 bend on emergency connection 4" plug valve with surface key access
  - Surface key access for the in-line 4" plug valve
  - Review option of replacing the above three surface access openings with a bigger hatch.
- New On-Site Generator
  - Natural gas generator with weather protection enclosure and sound attenuation.
  - Generator will be sized for future pumps (City to provide information).
  - Generator will be sized to run both pumps with staggered start-up
  - Generator preference Cummins (Kohler or Kato generators acceptable)
  - Reinforced Concrete Generator Pad
  - ATS switch on back of ex. control panel or on generator
- Bollard Posts
  - Install 1 additional bollard post to protect proposed generator.
- Rain Gauge
  - Install a rain gauge (per City specs) at site and connect to the control panel.

ALTERNATE (If requested by the City)

- Control Panel
  - Replace ex. steel control cabinet with stainless steel cabinet with double doors and 24" legs
  - Move ex. meter and main disconnect switch to back of control panel
  - Replace all controls in cabinet except for the Multi Trode which will be re-used.



## CITY OF NOVI Drake Bay & Park Place Pump Station Upgrades

### Preliminary Project Schedule

ID	Task Name	Start	Finish	2010											
				Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
1	Drakes Bay and Park Place Pump Station Upgrades	Tue 12/8/09	Fri 10/15/10	[Gantt bar spanning from Dec 8, 2009 to Oct 15, 2010]											
2	Pre-Design	Tue 12/8/09	Mon 1/4/10	[Gantt bar from Dec 8, 2009 to Jan 4, 2010]											
3	Site Visit	Tue 12/8/09	Tue 12/8/09	[Vertical line at Dec 8, 2009]											
4	Council Mtg	Mon 1/4/10	Mon 1/4/10	[Vertical line at Jan 4, 2010]											
5	Design	Tue 1/5/10	Tue 4/6/10	[Gantt bar from Jan 5, 2010 to Apr 6, 2010]											
6	Preliminary Design	Tue 1/5/10	Mon 1/18/10	[Dotted box from Jan 5, 2010 to Jan 18, 2010]											
7	30% Review	Tue 1/19/10	Mon 1/25/10	[Dotted box from Jan 19, 2010 to Jan 25, 2010]											
8	Detailed Design	Tue 1/26/10	Mon 2/8/10	[Dotted box from Jan 26, 2010 to Feb 8, 2010]											
9	60% Review	Tue 2/9/10	Mon 2/15/10	[Dotted box from Feb 9, 2010 to Feb 15, 2010]											
10	Out for Permits	Tue 2/16/10	Mon 3/29/10	[Dotted box from Feb 16, 2010 to Mar 29, 2010]											
11	90% Review (incl Specs)	Tue 3/30/10	Tue 4/6/10	[Dotted box from Mar 30, 2010 to Apr 6, 2010]											
12	Bidding	Wed 4/7/10	Mon 5/24/10	[Gantt bar from Apr 7, 2010 to May 24, 2010]											
13	Advertise	Wed 4/7/10	Wed 4/7/10	[Vertical line at Apr 7, 2010]											
14	Plan Pick Up	Mon 4/12/10	Fri 4/30/10	[Dotted box from Apr 12, 2010 to Apr 30, 2010]											
15	Bid Opening	Mon 5/3/10	Mon 5/3/10	[Vertical line at May 3, 2010]											
16	Award	Mon 5/24/10	Mon 5/24/10	[Vertical line at May 24, 2010]											

