



# CITY of NOVI CITY COUNCIL

Agenda Item L  
August 27, 2012

**SUBJECT:** Approval to award an amendment to the engineering services agreement with Spalding DeDecker Associates, Inc. related to the Sanitary Sewer Rehabilitation of CMOM program areas B, C1, and G in the amount of \$59,653.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division <sup>BTC</sup>  
Department of Public Services, Water and Sewer Division <sup>RW</sup>

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$59,653</b>
<b>LINE ITEM NUMBER</b>	<b>592-592.00-936.500 (Water &amp; Sewer Fund)</b>

## BACKGROUND INFORMATION:

A Capacity Management, Operations, and Maintenance (CMOM) program was initiated by the City in 2005 as a multi-phased program to perform long-range planning, to improve operation and maintenance of the system, and to ensure the integrity of the sanitary sewer system. One of the key components of the CMOM program is the evaluation of the sanitary sewer infrastructure to determine areas that require repair. Over the past several years, the Water and Sewer Division has cleaned and televised these areas to identify defective segment of pipe that are in need of repair. The scope of this project includes the rehabilitation of the area identified by Water and Sewer staff and the design of sanitary sewer rehabilitation in three areas within the City, identified as Areas B, C1 and G (see attached location map from the CMOM Phase II report). Of the lines televised, 192 locations in 117 sections of sewer pipe were identified for repair.

Spalding DeDecker Associates (SDA) was selected to provide assistance in completing the evaluation of these portions of the system and to recommend repair techniques based on their pipe rehabilitation expertise. SDA developed a report recommending corrective maintenance to be completed. The repair techniques include the cleaning and removal of obstructions and accumulated deposits, cured-in-place pipe (CIPP) lining for the severe defects, and spot grouting for some of the minor defects. CIPP is a jointless, seamless, pipe-within-a-pipe to replace a failed or failing section of pipe without excavation. Spot grouting is a rehabilitation technique utilized to seal out runoff and groundwater seepage into structurally sound pipe.

The CMOM Phase II report stated the need for an annual rehabilitation program, intended to evaluate the City's sanitary sewer system on a regular cycle. However since this is the first year for the rehabilitation program, a larger project including the Areas B, C1 and G is being proposed to catch-up with the existing cleaning and television schedule.

The construction phase engineering fees are determined using two components: 1) the contract administration fee, which is based on SDA's proposal for this project, 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 \$16,603 (3.0% of the \$553,441 construction bid) and an inspection fee of \$43,050 (\$615 per crew day, multiplied by the 70 days provided in the contractor's bid) for a total of \$59,653.

The construction contract award is proposed for consideration elsewhere on this agenda. Construction is scheduled to begin in fall 2012 and completion is anticipated this fall or winter.

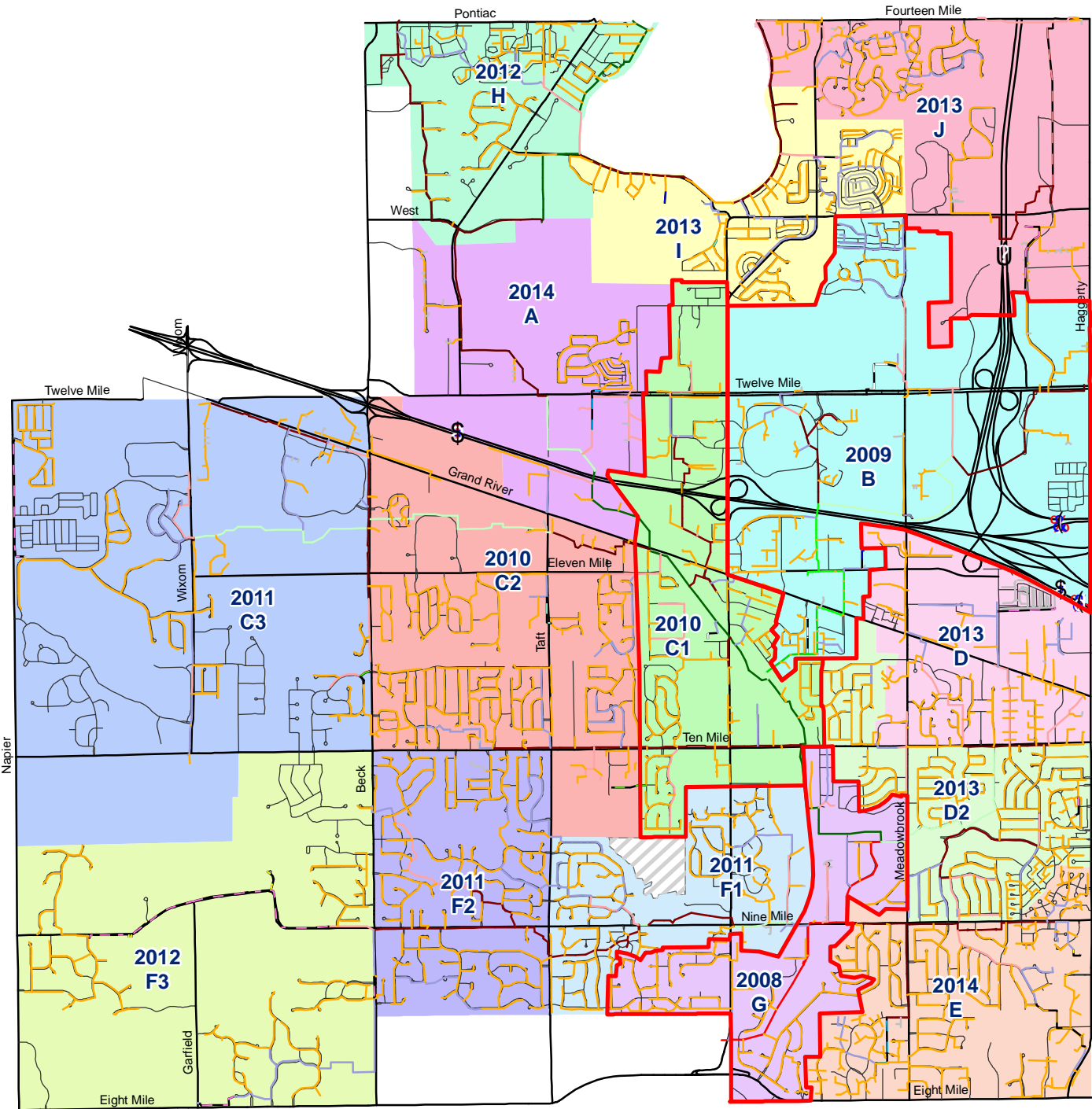
**RECOMMENDED ACTION:** Approval to award an amendment to the engineering services agreement with Spalding DeDecker Associates, Inc. related to the Sanitary Sewer Rehabilitation of CMOM program areas B, C1, and G in the amount of \$59,653.

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

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

**Figure 1.**

# City of Novi - CMOM Phase II Televising and Cleaning Schedule



Map Author: Stephanie Sambrook,  
City GIS Technician  
Map Print Date:  
February 17, 2011

**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.

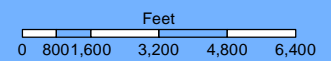
**Map Legend**

<b>Sanitary Mains</b>	8.0FM	21.0"	<b>Road</b>
1.5" FM	10.0"	27.0"	Major
2.0FM	10.0" FM	30.0"	Minor
3.0" FM	12.0"	36.0"	Novi Township
4.0" FM	12.0FM	42.0"	
6.0"	15.0"	ABND	
6.0FM	18.0"		
8.0"	18.0FM		



## City of Novi

Geographic Information Services  
Dept. of Information Technology  
45175 W Ten Mile Rd  
Novi, MI 48375  
cityofnovi.org



1 inch = 4,500 feet

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

**SANITARY SEWER REHABILITATION  
AREAS B, C1 AND G**

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 8, 2011 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 \$16,603.22, which is 3% of the awarded construction cost (\$553,440.75) per the proposal provided July 23, 2012 (via email). Construction Inspection: The Consultant shall complete Construction Inspection services for \$615 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: Maria Sedki, P.E.  
Its: Project Manager

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: \_\_\_\_\_