



## CITY of NOVI CITY COUNCIL

**Agenda Item J**  
**August 8, 2016**

**SUBJECT:** Approval to award an amendment to the engineering services agreement with Spalding DeDecker Associates for construction engineering services for the 2016 Pathway Program in the amount of \$30,391.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *74*

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

<b>EXPENDITURE REQUIRED</b>	<b>\$ 30,391</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 282,169</b>
<b>LINE ITEM NUMBER</b>	<b>204-204.00-974.466</b>

### BACKGROUND INFORMATION:

The 2016 Pathway Gap Program includes the construction of pathways in three locations:

- Segment 1B—Construction of 870 feet of 6-foot wide pathway along the south side of 14 Mile Road between Haverhill and M-5.
- Segment 10—Construction of 200 feet of 6-foot wide pathway along the east side of Beck Road south of Pontiac Trail.
- Taft Road mid-block crossing—Construction of a mid-block crossing near the intersection of Taft Road and Jacob Drive (south of 11 Mile Road).

A location map has been included for reference.

This project also includes the sixth year of the Americans with Disabilities Act (ADA) Compliance Implementation as recommended by the ADA Compliance Transition Plan adopted in March 2011 and funded in the 2015-16 fiscal year CIP. The ADA Compliance Transition Plan provides a long-term plan for bringing the City's public sidewalks and other related facilities into compliance with ADA requirements. This annual program is intended to address high priority areas (e.g., high pedestrian usage and areas where pathway barriers exist).

The construction phase engineering fees are determined using two component: 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 \$14,391 (6.5% of the \$221,395 construction bid) and an inspection fee of \$16,000 (\$640 per crew day, multiplied by the 25 days provided in the contractor's bid) for a total fee of \$30,391.

It is anticipated that this project will be completed by fall 2016.

**RECOMMENDED ACTION:** Approval to award an amendment to the engineering services agreement with Spalding DeDecker Associates for construction engineering services for the 2016 Pathway Program in the amount of \$30,391.

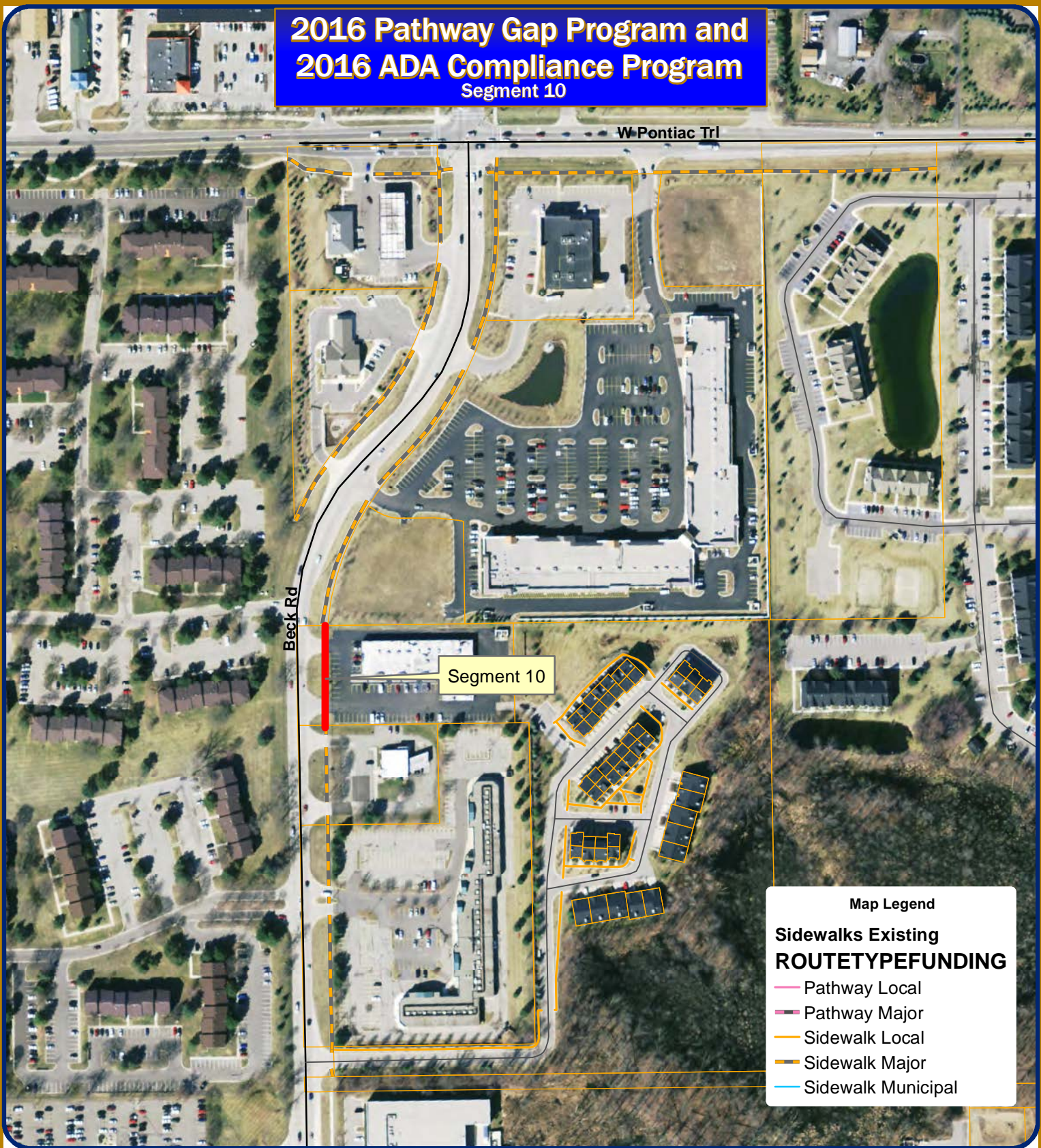
	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

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



# 2016 Pathway Gap Program and 2016 ADA Compliance Program

## Segment 10



**Map Legend**

**Sidewalks Existing**

**ROUTETYPEFUNDING**

- Pathway Local
- Pathway Major
- Sidewalk Local
- Sidewalk Major
- Sidewalk Municipal

Map Author: Coburn  
Date: 9/17/15  
Project:  
Version #:

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 232 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



1 inch = 263 feet



**City of Novi**  
Engineering Division  
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26300 Lee BeGole Drive  
Novi, MI 48375  
cityofnovi.org



# 2016 Pathway Gap Program and 2016 ADA Compliance Program Segment 1B



Fourteen Mile Rd

Segment 1B



**Map Legend**

**Sidewalks Existing**

**ROUTETYPEFUNDING**

- Pathway Local
- Pathway Major
- Sidewalk Local
- Sidewalk Major
- Sidewalk Municipal

Map Author: Coburn  
Date: 9/17/15  
Project:  
Version #:

Amended By:  
Date:  
Department:

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1 inch = 285 feet



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# 2016 Pathway Gap Program and 2016 ADA Compliance Program

## Taft/Jacob Mid-Block Crossing



Mid-Block Pedestrian Crossing

**Map Legend**

**Sidewalks Existing**

**ROUTETYPEFUNDING**

- Pathway Local
- Pathway Major
- Sidewalk Local
- Sidewalk Major
- Sidewalk Municipal

Map Author: Coburn  
Date: 9/17/15  
Project:  
Version #:

Amended By:  
Date:  
Department:

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1 inch = 429 feet



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

**2016 PATHWAYS AND ADA COMPLIANCE PROGRAM**

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 January 11, 2016 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 \$14,391 which is 6.5% of the awarded construction cost (\$221,395) as indicated on the Design and Construction Engineering Fee Curve.  
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: \_\_\_\_\_