CITY of NOVI CITY COUNCIL



Agenda Item O September 28, 2009

SUBJECT: Approval to award a contract for design engineering services for the 2010 Pathway Gap Program to Spalding DeDecker Associates, Inc. (SDA) for a not-to-exceed design fee of \$10,092.60.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division &C

CITY MANAGER APPROVAL

EXPENDITURE REQUIRED	\$4,127.08 (Ten Mile segments 71 and 140) \$1,275.65 (Ten Mile/Nilan crossing) <u>\$4,689.87 (Willowbrook segment 139)</u> \$10,092.60 TOTAL for Engineering
AMOUNT BUDGETED	\$55,000 (Ten Mile segments 71 and 140) \$17,000 (Ten Mile/Nilan crossing) <u>\$62,500 (Willowbrook segment 139)</u> \$134,500 TOTAL for Engineering and Construction
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	204-204.00-974.413 (Ten Mile segments 71 and 140) 204-204.00-974.414 (Ten Mile/Nilan crossing) 204-204.00-974.415 (Willowbrook segment 139)

BACKGROUND INFORMATION:

Three pathway gap projects were approved for the 2009-10 fiscal year in the Capital Improvement Program (CIP). The pathway gaps throughout the city are identified and prioritized by the Walkable Novi Committee and documented in the latest version of the Pathway & Sidewalk Prioritization Analysis and Process report.

The pathway gaps selected for construction this fiscal year total 2,840 linear feet as shown on the attached map and summarized in the following table:

Gap Location	Path Width (FT)	Approx. Gap Length (LF)
Sidewalk: North side of Ten Mile Road between Myrtle Court and Hampton Hill Road	5	825
Sidewalk: East side of Willowbrook Drive between Oak Tree Road and Guilford Road	5	1150
Sidewalk: Crossing of Ten Mile at Nilan Drive	5	N/A

This project is one of the first to be awarded under the new engineering consultant selection process, which was approved by City Council on August 10, 2009. Under the new process, three engineering consultants were pre-qualified, and each consultant will be awarded future projects on a rotating basis. The new process is governed by the Agreement for Professional Engineering Services for Public Projects, which has been executed by each consultant. Each project will be presented to Council for consideration of award with an accompanying supplemental agreement which will provide details related to a specific project's scope, budget and schedule.

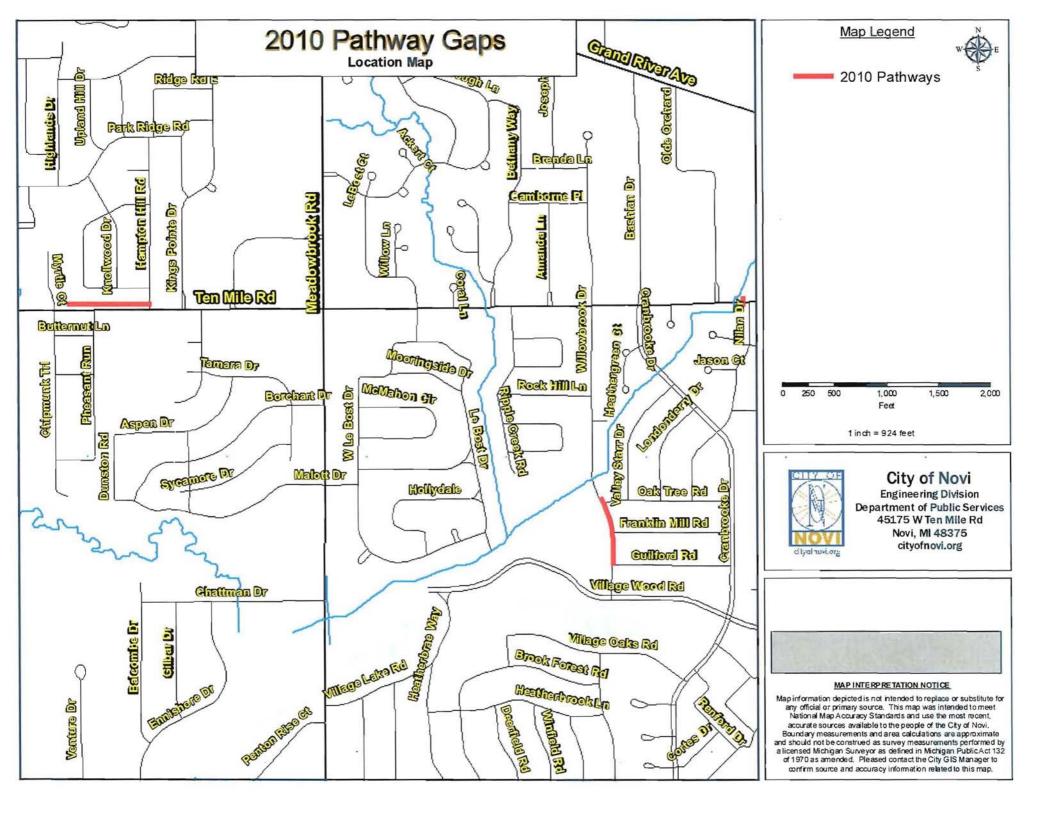
SDA's design and construction administration fees are based on the fixed fee schedule established in the Agreement for Professional Engineering Services for Public Projects. The design fees for this project will be \$10,092.60 (12.00% of the estimated construction cost). The construction phase engineering 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 Professional Engineering Services for Public Projects. SDA's proposed scope, estimate and budget and the draft supplementary 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 2010 Pathway Gap Program to Spalding DeDecker Associates, Inc. (SDA) for a not-to-exceed design fee of \$10,092.60.

	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				



SUPPLEMENTAL ENGINEERING AGREEMENT

2010 PATHWAY GAP PROGRAM

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, "Engineer."

RECITALS:

This Agreemental 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 Engineer on , 2009.

Project includes the design of 2,840 linear feet of pathway gaps in the following locations: 1) north side of Ten Mile Road between Myrtle Court and Hampton Hill Road, 2) east side of Willowbrook Drive between Oak Tree Road and Guilford Road, and 3) crossing of Ten Mile at Nilan Drive.

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

Section 1. Work.

For and in consideration of payment by the City as provided under the "Payment for Engineering Services" section of this Agreement, Engineer shall perform the work described in the manner provided or required by the following Contract Documents, which are attached to and made a part of this Agreement as Exhibit A, all of said work 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

Work Description

Section 2. <u>Payment for Engineer Services</u>.

- 1. <u>Basic Fee</u>.
 - a. Design Phase Services: The Engineer shall complete the design phase services as described herein for a lump sum fee of \$10,092.60, which is 12.00% of the estimated construction cost (\$84,105.00) 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 Basic Fee.

Engineer shall submit monthly statements for Basic Services rendered. The statements shall be based on Engineer'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. <u>Payment Schedule for Expenses</u>.

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 Engineer its actual cost times a factor of 1.15.

Section 4. <u>Ownership of Plans and Documents; Records</u>.

1. Upon completion or termination of this agreement, all documents prepared by the Engineer, 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 Engineer, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Engineer 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 Engineer 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 Engineer.

Section 5. <u>Termination.</u>

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 Engineer.

3. In the event of termination, as provided in this Article, the Engineer 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 Engineer'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 Engineer in performing the services included in this Agreement, whether completed or in progress.

Section 6. Disclosure.

The Engineer 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 design 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. <u>Insurance Requirements</u>.

1. The Engineer 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 Public Liability insurance with maximum bodily injury limits of \$3,000,000 (Three Million Dollars) each occurrence and/or aggregate and minimum Property Damage limits of \$3,000,000 (Three 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 \$3,000,000 (Three Million Dollars) each occurrence and/or aggregate minimum property damage limits of \$3,000,000 (Three Million Dollars) each occurrence and/or aggregate.
- D. The Engineer shall provide proof of Professional Liability coverage in the amount of not less than \$3,000,000 (Three Million Dollars) per occurrence and/or aggregate, and Environmental Impairment coverage.

2. The Engineer 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 Engineer

will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Engineer'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 Engineer 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.

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 Engineer shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Engineer.

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

Section 8. Indemnity and Hold Harmless.

A. The Engineer 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 Engineer in performing or failing to perform the work.

The Engineer 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 Engineer agrees to hold the City harmless for any loss of such property and materials used pursuant to the Engineer's performance under this Agreement.

Section 9. <u>Nondiscrimination</u>.

The Engineer 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 Engineer 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 subcontractor 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 Engineer, its employees, associates, agents and consultants for the accuracy and competency of their designs, working drawings, and specifications, or other documents and work; 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 Engineer, its employees, subcontractor, agents and consultants.

After acceptance of final plans and special provisions by the City, Engineer 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 Engineer and to change the original design as required.

Section 12. <u>Compliance With Laws</u>.

This Contract and all of Engineer's work 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. Engineer 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:

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

Engineer: Taylor Reynolds, P.E.

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 work by Engineer, City shall have the right to inspect the work 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 Engineer with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Engineer 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 a valid claim and charge against Engineer, or, preserve the claims of defects or defaults without termination by written notice to Engineer.

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 Engineer 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 Engineer either the necessary information or approval to proceed with the work, resulting, through no fault of the Engineer, in delays of such extent as to require the Engineer 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 Engineer as determined by the City, the Engineer 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 Engineer 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 Engineer of any responsibility for the fulfillment of this agreement.

Section 18. Dispute Resolution.

The parties agree to try to resolve any disputes as to contract administration 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

	By: Its:	
The foregoing	was acknowledged before me this day of	,
200, by	on	behalf
	Notary Public County, Michigan My Commission Expires:	
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 - WORK DESCRIPTION

Engineer 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 Engineer 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 schedule specified here. The City is not liable and will not pay the Engineer for any services rendered before written authorization is received by the Engineer.
- 2. The Engineer shall submit:

[insert any time limits for submission of plans, etc.]

- 3. If any delay is caused to the Engineer 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 Engineer that is required in performing the work described; or by other delays due to causes entirely beyond the control of the Engineer; then, in that event, the time schedules will be adjusted equitably in writing, as mutually agreed between the City and the Engineer at the moment a cause for delay occurs.
- 4. Since the work of the Engineer must be coordinated with the activities of the City (including firms employed by and governmental agencies and subdivisions working with the City), the Engineer shall advise the City in advance, of all meetings and conferences between the Engineer and any party, governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.

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City of Novi 2010 Pathway Program Project Scope

Ten Mile: Myrtle to Hampton Hill:

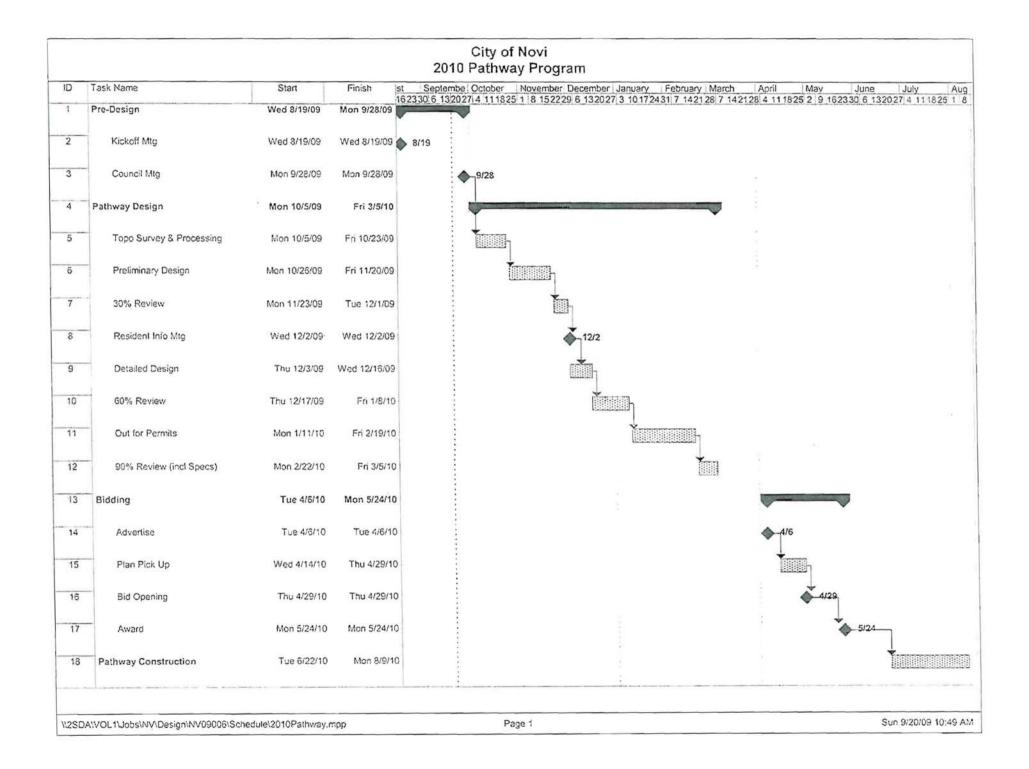
A 5' wide concrete walk will be designed along Ten Mile Road, from the existing walk east of Myrtle Court to the existing walk at Hampton Hill. ADA compliant ramps will be installed for the east/west crossing of Hampton Hill. The existing sidewalks at the south end of Hampton Hill at Ten Mile will be replaced and a sidewalk crossing of the boulevard median will be provided. This project will be constructed within existing right-of-way and will include the removal of a large amount of brush and some trees, adjacent to residential fences. Per our discussions with the City on August 19, 2009, this project will not include a crossing of Ten Mile Road.

Ten Mile Crossing at Nilan

The design will include providing an ADA compliant concrete ramp on the north side of 10 Mile road at the existing striped cross-walk immediately west of Nilan Road. Ramps and sidewalk will be constructed on the south side of Ten Mile Road connecting to and crossing Nilan. A receiving ramp will be provided on the east side of Nilan.

Willowbrook Drive from Oak Tree

A 5' concrete walk will be provided along the east line of Willowbrook from Guilford north to Oak Tree. Pedestrian crossings of Willowbrook Road will be provided in two locations: north of Guilford and north of Franklin Mill. ADA compliant ramps will be constructed at each road crossing. Receiving ramps will be provided on the south side of Guilford and the north side of Oak Tree. Although there is existing storm sewer along the east side of Willowbrook, the ditches remain deep. The placement of sidewalk within the right of way will require ditch regarding, structure adjustments, and a small amount of additional storm sewer to provide swales meeting the new grades. It is understood that where possible, this design should avoid drainage over the sidewalk. This location will include a significant amount of landscape removal or relocation. In addition to completing a topographic survey for these improvements, our office will survey the sidewalk ramps within the right-of-way along the west side of Willowbrook adjacent to the school for purposes of verifying ADA compliance. The striping for the crossing north of Franklin Mill will be included in this contract. However, the striping for the crossing north of Guilford will be completed with the Village Oaks School improvements.





SPALDING DEDECKER ASSOCIATES, INC.

905 South Boulevard East • Rochester Hills • Michigan 48307 • Tel 248 844 5400 • Fax 248 844 5404

OPINION OF PROBABLE CONSTRUCTION COST

	PROJECT NAME: 2010 Pathway Program				PROJECT NO: N	V09006
	CLIENT NAME: City of Novi				SAD NO: -	
	PREPARED BY: T. Reynolds	CHECKED BY: J. Va	n Tiflin		DATE: 2	1-Sep-09
		1	TOTAL		UNIT	
NO.	ЛЕМ	QU	JANTITY	UNIT	PRICE	AMOUN
1	Bonds, Insurance & Initial Sel-up Expense (3% max)		1	LS	\$2,800,00	\$2,800,0
2	Audio/Visual DVD Coverage		1	LS	\$2,000,00	\$2,000.0
3	Soil Erosion and Sedimentation Control		1	LS	\$2,000.00	\$2,000.0
				2010 C	-	2
4	Temporary Traffic Control Devices		1	LS	\$5,000.00	\$5,000.0
5	Permit Allowance		1	LS	\$2,000.00	\$2,000.0
6	Rem. Trees, (8"-18"), Complete		11	EA	\$380.00	\$4,180.0
7	Clearing and Grubbing		1.6	STA	\$440.00	\$688.6
8	Normal Excavation		1.6	STA	\$550.00	\$860.7
9	Fill		160	CY	\$15.00	\$2,395.8
10	Remove Pavement		200	SF	\$1.30	\$260.0
11	Concrete Curb and Gutter, Remove (As Needed)		32	LF	\$8.80	\$281.6
12	Relocale Sprinkler Head (As Needed)		6	EA	\$44.00	\$264.0
13	Regrade Dilch		575	LF	516 50	\$9,487.5
14	Storm Sewer RCP 12"		20	LF	\$35,00	\$700.0
15	4' Diameter Drainage Structure		1	EA	\$2,200,00	\$2,200,0
16	6' Diameter Drainage Structure		1	EA	\$3,850,00	\$3,850,0
17	6° - 21AA Limestone Aggregate Base (CIP)		869	SY	\$7.70	\$6,694.7
18	Tree Replacement, Coniferous, 8'-10' Height		5	EA	\$440.00	\$2,200.0
19	Shrubs - Remove & Relocate		4	EA	\$60.00	\$240.0
20	3 Inch Topsoil, Seeding and Mulching		1,017	SY	\$2.20	\$2,236,6
21	Class "A" Sodding		722	SY	\$5.00	\$3,611.1
22	4' ConcreteSidewalk		7,125	SF	\$2.90	\$20,662.5
23	ADA Ramp – 6" Concrete		700	SF	\$4.40	\$3,080,0
24	ADA Detectable Warning Surfaces		160	SF	\$27,50	\$4,400.0
25	Pavement Marking- Overlay Cold Plastic 6", Crosswalk		160	LF	\$3.50	\$560.0
26	Concrete Curb and Gutter		32	LF	\$24.75	\$792.0
27	Adjust Structure, Complete (As Needed)		2	EA	\$330.00	\$660.0
ONSTR	RUCTION COST SUB-TOTAL				1	\$84,105.00
011011						
A	CONTINGENCY (10%)					\$8,410.50
PINI	ON OF PROBABLE CONSTRUCTION COST					\$92,515.50
1	Design Engineering					\$10.092.60
11	Construction Administration					\$6,307.88
HI.	Inspection Days		20	Days	615.00	\$12,300.00
PINI	ON OF PROBABLE COST (CONSTRUCTIO				\$	121,215.98

In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Co

				R	DAD CONSTRUC	TION	ROAD REHABILITATION			SIDEWALKS & PATHWAYS		
From \$ -		COST OF CONSTRUCTION		Design Phase (% Construction)	Contract Admin (% Construction)	Inspection Fees (cost per crew day)	Design Phase (% Construction)	Contract Admin (% Construction)	Inspection Fees (cost per crew day)	Design Phase (% Construction)	Contract Admin (% Construction)	Inspection Fees (cost per crew day)
\$	-	\$	50,000	11.50%	8.00%	\$615.00	10.00%	6.00%	\$615.00	13.00%	8.00%	\$615.00
\$	50,001	\$	75,000	11.00%	7.50%	\$615.00	9.50%	6.00%	\$615.00	12,50%	7.50%	\$615.00
\$	75,001	\$	100,000	10.75%	7.50%	\$615.00	9.25%	6.00%	\$615.00	12.00%	7.50%	\$615.00
\$	100,001	\$	125,000	10.30%	7.00%	\$615.00	8.80%	5.50%	\$615.00	11.70%	7.00%	\$615.00
\$	125,001	\$	150,000	10.15%	7.00%	\$615.00	8.65%	5.50%	\$615.00	11.20%	7.00%	\$615.00
\$	150,001	\$	200,000	9.75%	7.00%	\$615.00	8.25%	5.50%	\$615.00	10.70%	7.00%	\$615.00
\$	200,001	\$	300,000	9.30%	7.00%	\$615.00	7.80%	5.00%	\$615.00	10.00%	6.50%	\$615.00
\$	300,001	\$	400,000	8.90%	7.00%	\$615.00	7.40%	5.00%	\$615.00	9.40%	6.50%	\$615.00
\$	400,001	\$	500,000	8.50%	6.50%	\$615.00	7.00%	4.50%	\$615.00	8.90%	6.50%	\$615.00
\$	500,001	\$	750,000	7.75%	6.40%	\$615,00	6.25%	4.00%	\$615.00	8.20%	6.00%	\$615.00
\$	750,001	\$ 1,	,000,000	7.10%	6.00%	\$615.00	5.60%	3.25%	\$615.00	7.90%	5.50%	\$615.00
\$1	1,000,001	\$ 2	,000,000	6.35%	5.30%	\$615.00	4.85%	2.50%	\$615.00	7.50%	5.00%	\$615.00
\$2	2,000,001	\$ 3	,000,000	6.00%	4.50%	\$615.00	4.50%	2.25%	\$615.00	7.10%	4.50%	\$615.00
\$ 3	3,000,001	\$ 5	,000,000	5.78%	4.10%	\$615.00	4.28%	2.00%	\$615.00	6.90%	4.00%	\$615.00
\$ 5	5,000,001	\$7	,500,000	5,60%	3.80%	\$615.00	4.10%	2.00%	\$615.00	6,70%	3.50%	\$615.00

EXHIBIT B ENGINEERING FEES BY CONSTRUCTION VALUE AND TYPE OF PROJECT

			WATE	R MAIN CONSTR	RUCTION	SANITARY/STORM SEWER CONSTRUCTION			SANITARY LIFT STATION UPGRADES		
COST OF CONSTRUCTION From To		Design Phase (% Construction)	Contract Admin (% Construction)	Inspection Fees (cost per crew day)	Design Phase (% Construction)	Contract Admin (% Construction)	Inspection Fees (cost per crew day)	Design Phase (% Construction)	Contract Admin (% Construction)	Inspection Fees (cost per crew day)	
\$ •	\$	50,000	11.00%	8.00%	\$615.00	11.50%	8.00%	\$615.00	20.00%	9.00%	\$615.00
\$ 50,001	\$	75,000	10.50%	7.50%	\$615.00	11.00%	7.50%	\$615.00	17.00%	8.45%	\$615.00
\$ 75,001	\$	100,000	10.00%	7.50%	\$615.00	10.50%	7.50%	\$615.00	14.75%	8.10%	\$615.00
\$ 100,001	\$	125,000	9.50%	7.00%	\$615.00	10.50%	7.00%	\$615.00	12.80%	7.50%	\$615.00
\$ 125,001	\$	150,000	9.00%	7.00%	\$615.00	10.00%	7.00%	\$615.00	11.40%	7.30%	\$615.00
\$ 150,001	\$	200,000	8.40%	7.00%	\$615.00	9.50%	7.00%	\$615.00	10.50%	7.20%	\$615.00
\$ 200,001	\$	300,000	8.00%	6.50%	\$615.00	9.50%	6.50%	\$615.00	9.80%	6.85%	\$615.00
\$ 300,001	\$	400,000	7.40%	6.50%	\$615.00	9.50%	6.50%	\$615.00	9.20%	6.75%	\$615.00
\$ 400,001	\$	500,000	7.25%	6.50%	\$615.00	9.00%	6.50%	\$615.00	8.70%	6.55%	\$615.00
\$ 500,001	\$	750,000	6.90%	6.00%	\$615.00	9.00%	6.00%	\$615.00	8.10%	6.20%	\$615.00
\$ 750,001	\$	1,000,000	6.50%	5.50%	\$615.00	8.50%	5.50%	\$615.00	7.80%	5.80%	\$615.00
\$ 1,000,001	\$	2,000,000	6.30%	5.00%	\$615.00	8.00%	5.00%	\$615.00	7.30%	5.15%	\$615.00
\$ 2,000,001	\$	3,000,000	6.10%	4.50%	\$615.00	7.50%	4.50%	\$615.00	6.90%	4.50%	\$615.00
\$ 3,000,001	\$	5,000,000	6.00%	4.00%	\$615.00	7.00%	4.00%	\$615.00	6.70%	4.05%	\$615.00
\$ 5,000,001	\$	7,500,000	5.90%	3.50%	\$615.00	6.50%	3.50%	\$615.00	6.50%	3.65%	\$615.00

				DETE	TRAFFIC SIGNALS				
	COST OF CON	STR	UCTION To	Design Phase (% Construction)	Contract Admin (% Construction)	Inspection Fees (cost per crew day)	Design Phase (% Construction)	Contract Admin (% Construction)	Inspection Fees (cost per crew day)
\$	-	\$	50,000	14.00%	8.00%	\$615.00	14.00%	6.00%	\$615.00
\$	50,001	\$	75,000	13.25%	7.50%	\$615.00	12.35%	5.80%	\$615.00
\$	75,001	\$	100,000	12.75%	7.00%	\$615.00	11.00%	5.60%	\$615.00
\$	100,001	\$	125,000	11.85%	6.50%	\$615.00	9.75%	5.40%	\$615.00
\$	125,001	\$	150,000	11.35%	6.50%	\$615.00	8.75%	5.30%	\$615.00
\$	150,001	\$	200,000	10.85%	6.50%	\$615.00	7.70%	5.10%	\$615.00
\$	200,001	\$	300,000	10.25%	6.00%	\$615.00	6.98%	5.00%	\$615.00
\$	300,001	\$	400,000	9.70%	6.00%	\$615.00	6.30%	4.80%	\$615.00
\$	400,001	\$	500,000	9.20%	6.00%	\$615.00	6.00%	4.70%	\$615.00
\$	500,001	\$	750,000	8.60%	5.50%	\$615.00	5.50%	4.50%	\$615.00
\$	750,001	\$1	,000,000	8.20%	5.50%	\$615.00	4.75%	4.40%	\$615.00
\$	1,000,001	\$ 2	2,000,000	7.70%	5.00%	\$615.00	4.25%	4.20%	\$615.00
\$:	2,000,001	\$3	3,000,000	7.20%	4.50%	\$615.00	4.00%	4.10%	\$615.00
\$	3,000,001	\$ 5	5,000,000	6.80%	4.10%	\$615.00	3.75%	3.90%	\$615.00
\$	5,000,001	\$7	7,500,000	6.40%	3.80%	\$615.00	3.50%	3.80%	\$615.00

Notes:
Design fees are determined by multiplying the construction cost estimate by the % fee shown in the above tables.
Contract Administration fees are determined by multiplying the contractor's bid by the % fee shown in the above tables.

3. Inspection fees are determined by multiplying the number of crew days provided by the contractor in the bid by the cost per crew day as defined above.