



CITY of NOVI CITY COUNCIL

Agenda Item J
February 29, 2016

SUBJECT: Approval to award an amendment to the engineering services agreement with Spalding DeDecker Associates for construction engineering services for the Nine Mile Road (between Novi Road and Meadowbrook Road) in the amount of \$77,689.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

BTC RA

CITY MANAGER APPROVAL:

CA

EXPENDITURE REQUIRED	\$ 77,689
AMOUNT BUDGETED	\$ 78,920
LINE ITEM NUMBER	202-202.00-805.162

BACKGROUND INFORMATION:

The project includes the rehabilitation of Nine Mile Road between Novi Road and Meadowbrook Road, which is the last paved mile of Nine Mile Road that has not been recently rehabilitated (the Taft to Beck segment was completed in 2012, and the other two miles were completed using stimulus funds in 2009 and 2010). The majority of this project would involve a mill and overlay with base and subbase repairs as necessary. A fabric interlayer will be utilized in the mill and overlay areas to help resist reflective cracking and extend the life of the new pavement. The easternmost section of the project between Meadowbrook and Chase Drive will receive a more extensive rehabilitation involving full-depth pavement replacement due to the lack of pavement thickness in that section. Additionally, the sidewalk ramps adjacent to the project limits will be improved to current Americans with Disabilities Act (ADA) standards.

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 fees for this project include a contract administration fee of \$48,889 (7.0% of the \$698,421 construction bid) and an inspection fee of \$28,800 (\$640 per crew day, multiplied by the 45 days as estimated by the Engineering Division) for a total fee of \$77,689.

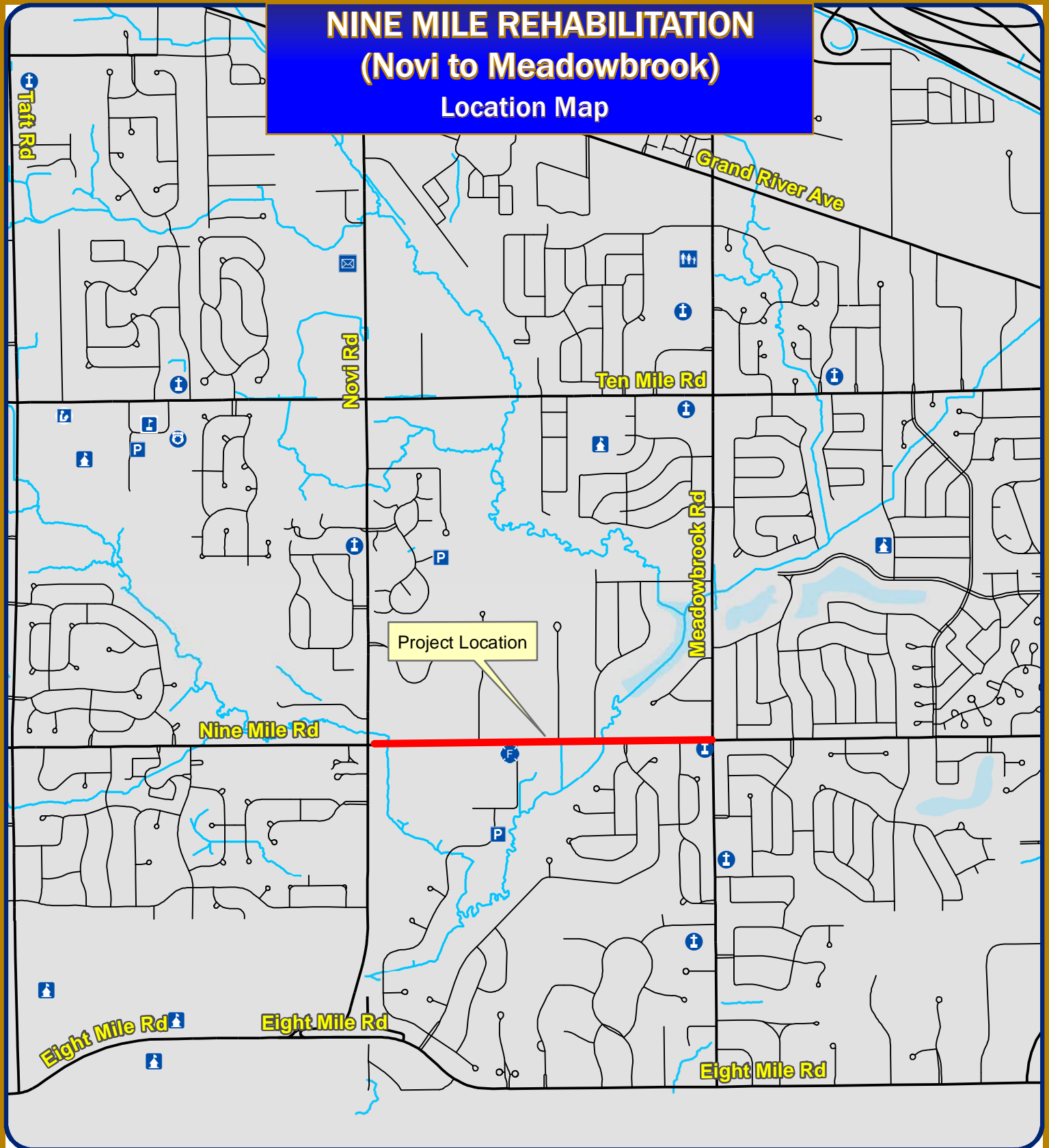
It is anticipated that this project will commence this spring and would be completed by mid-summer.

RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with Spalding DeDecker Associates for construction engineering services for the Nine Mile Road (between Novi Road and Meadowbrook Road) in the amount of \$77,689.

	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				

NINE MILE REHABILITATION (Novi to Meadowbrook) Location Map



Map Author: Croy
Date: 3/15/13
Project: Nine Mile Rehab (Novi-Meadowbrook)
Version #: v1.0



1 inch = 2,000 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.



City of Novi
Engineering Division
Department of Public Services
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Novi, MI 48375
cityofnovi.org

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

NINE MILE REHABILITATION (NOVI TO MEADOWBROOK)

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 25, 2013 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 \$48,889, which is 7.0% of the awarded construction cost (\$698,421) 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.

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: _____