



CITY of NOVI CITY COUNCIL

Agenda Item I
April 4, 2011

SUBJECT: Approval to award an engineering services contract for construction inspection services related to the water main and sanitary sewer relocations for the Novi Road Link (Ten Mile Road to Main Street) widening project to Spalding DeDecker Associates, Inc., in the amount of \$29,213.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division ^{BTC}

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 29,213
AMOUNT INCLUDED IN CIP	\$ 0
ADDITIONAL AMOUNT REQUIRED	\$ 29,213 (Water & Sewer Fund)
LINE ITEM NUMBER	592-592.00-160.621 (Water & Sewer Fund)

BACKGROUND INFORMATION:

The Novi Road Link project includes the widening of Novi Road from Ten Mile Road to Main Street from two lanes to five lanes with a new bridge over the CSX railroad and Rouge River. In order to construct the project, several public and private utilities require relocation including 2,567 feet of water main and 1,327 feet of sanitary sewer owned by the City. The Road Commission for Oakland County is the lead agency responsible for the project and provides inspection services related to the road and bridge construction.

The water and sanitary sewer construction, while part of the awarded construction contract, requires full time supervision by individuals who are familiar with Novi's standards. The water main relocation involves a 24-inch water main that serves as a backbone for the water supply to the southern portion of the City warranting extra care and inspection to ensure that the work is completed correctly and without impacting the water supply. Initially, it was believed that this work could be completed using in-house staff; however, the amount of inspection time and testing that will be required within a short timeframe makes it difficult for staff to absorb given current staffing levels and other priorities.

Inspection services for water main and sanitary sewer installation are included in the existing Agreement for Professional Engineering Services for Public Projects. The construction inspection fee is determined using a cost per inspection day from Exhibit B in the amount of \$615 per day, multiplied by the number of days anticipated for inspection. In discussions with the project's construction contractor, Dan's Excavating, it was determined that 47.5 inspection days is an appropriate estimate, for a total estimated fee of \$29,213 for construction inspection. The consultant selected for the project is Spalding DeDecker Associates, Inc. (see SDA's scope of work dated March 25, 2011, attached).

The sanitary sewer and water main work commenced at the end of March 2011 and will continue through May 2011 in advance of the bridge construction, which is expected to commence in summer 2011. The Road Commission for Oakland County anticipates that the reconstructed Novi Road and new bridge should be open to traffic in November 2011, with the final restoration to be completed by summer 2012.

RECOMMENDED ACTION: Approval to award an engineering services contract for construction inspection services related to the water main and sanitary sewer relocations for the Novi Road Link (Ten Mile Road to Main Street) widening project to Spalding DeDecker Associates, Inc., in the amount of \$29,213.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Fischer				
Council Member Margolis				

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



March 25, 2011

Mr. Brian Coburn, P.E.
Engineering Manager
Department of Public Services
Field Services Complex – Engineering Division
26300 Delwal Drive
Novi, MI 48375

**Re: City of Novi
Novi Road Water Main and Sanitary Sewer
Construction Engineering Field Services**

Dear Mr. Coburn:

In response to the City's request, below is a list of items defining the scope of services as established by the City for the above mentioned project:

1. Witness, observe and inspect installation of the water main and sanitary sewer.
2. Track quantities and complete an Inspector's Daily Report for submission to City/RCOC.
3. Coordinate and witness all tests for Water Main and Sanitary Sewer (air test and televising of the sanitary sewer, water main pressure test, bacte and poly-pig).
4. Collect as-built information for City/RCOC.
5. Coordinate with the City of Novi Engineering Department for overall progress for the duration of the project.
6. Coordinate with the City of Novi Engineering Department and DPS Water & Sewer Department for valve operation.
7. Staking and material testing will be provided by others.
8. Record Set Drawing preparation and completion will be provided by others.

After gathering an understanding of the scope of services, SDA contacted Dan's Excavating to obtain the proposed schedule and duration for construction of the water main and sanitary sewer associated with this project. We learned their schedule includes 8.5 weeks for the installation of the sanitary sewer and water main, including water main tie-ins. Dan's Excavating noted this was the proposed schedule assuming problem-free construction. This is important to note because the City should be aware there are specific aspects of this project that could potentially prolong the construction and corresponding inspection of the proposed utility improvements due to the complex constructability of specific tasks. As a result of the complexity inherent in the project, SDA shall provide weekly written progress reports to the City's Engineering Department to review the status of the remaining work and track the budget.

In addition to this information, SDA has reviewed the plans and determined at a minimum an additional week for the water main and sanitary sewer testing should be accounted for in the schedule. This results in an estimated 9.5 week construction period to complete the construction and inspection of the City's water main and sanitary sewer.

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City of Novi Engineering Division
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This project's scope of services shall require full time construction inspection by the Engineer as directed by the City of Novi Engineering Department. Construction inspection is shown in the Bid Form as the bid item "Crew Days". This item is included in the Bid Form in order to expedite construction and ensure the Contractor's expedient pursuit of completion of the Contract.

The basis of computing crew days shall be as follows:

1. Crew days shall be defined as one construction inspector working 8 hours, and shall be billed in 4 hour increments rounded to the next half day as defined below:
 - a. 0 through 4 hours 1/2 crew day
 - b. Over 4 hours through 8 hours 1 crew day
 - c. Over 8 hours through 12 hours 1-1/2 crew day

2. If the Contractor cancels work for any given scheduled work day and the Contractor does not provide notice to the Engineer before 5:00 p.m. the day prior to the work stoppage, 0.25 crew days (2 hours) shall be accrued against the Crew Days bid item. It is the Contractor's sole responsibility to assure that any cancellation notification has been received.

The Foreman present for the Contractor shall sign the construction inspector's report at the end of each working day, agreeing to the number of Crew Days reported for that day.

If more than one construction inspector is required due to working schedule, number of crews, distance of operations, etc., additional construction inspectors will be provided. A Crew day shall be computed for any one operation that requires full time inspection. The Contractor shall give the Engineer at least 48 hours notice, exclusive of Saturdays, Sundays or holidays, when the project requires an increase or decrease in the number of construction inspectors. The Engineer shall determine when multiple construction inspectors are necessary. Extra construction inspectors are to be approved by the Owner.

If, by change order, the quantity of work under the contract varies significantly from that stated in the proposal, the number of crew days shall be increased or decreased, as appropriate, in said change order. If the change order contains no increase or decrease in the number of crew days of construction inspection, then no adjustment is to be made in the number of crew days for construction inspection.

The Owner has determined that construction and related operations requiring full time inspection are generally defined, but not limited to, all construction shown in the contract documents, or as otherwise directed by the Engineer.

This contract would be on a "Not to Exceed" basis with the ability to increase the budget if necessary only by written authorization from the City. As a result of the defined scope and schedule, we offer below the estimated cost breakdown for inspection and construction contract administration:

Engineering Consultants

Infrastructure • Land Development • Surveying

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Item Description	Unit	Total Quantity	Unit Price	Item Subtotal
SDA Proposed Cost Estimate				
Inspection Time	Crew Day	47.5	\$615.00	\$29,212.50
Construction Services Total Fee				\$29,212.50

If you have any questions, please do not hesitate to contact us at our office. If this proposal is acceptable, please sign below and return the signed document to us as our authorization to proceed.

Sincerely,

Accepted by:

SPALDING DeDECKER ASSOCIATES, INC.

City of Novi



Ted Meadows
 Contract Administrator

 Brian Coburn, P.E.

cc: Aaron Staup, Construction Engineering Coordinator (e-mail)
 Christopher Robbins, PE, SDA (e-mail)
 Jim Van Tiflin, PE, SDA (e-mail)

SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT

**NOVI ROAD LINK WATER MAIN AND SANITARY SEWER
CONSTRUCTION INSPECTION**

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 E, South Blvd., 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 construction inspection services for water main and sanitary sewer construction as part of the Novi Road Link (Ten Mile Road to Main Street) widening project administered by the Road Commission for Oakland County. The inspection services scoped is in accordance with the scope provided in the AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC PROJECTS and the attached scope provided by Spalding DeDecker Associates in Exhibit A.

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. 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.

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: Jim VanTiflin, Associate

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.

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: _____

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 letter from Spalding DeDecker dated March 28, 2011.

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.