



CITY of NOVI CITY COUNCIL

Agenda Item E
November 28, 2016

SUBJECT: Approval to award an amendment to the engineering services agreement with Spalding DeDecker Associates for construction engineering services for the Country Place Force Main Replacement project in the amount of \$38,313.

SUBMITTING DEPARTMENT: Department of Public Services, Water and Sewer Division *ZLC*

CITY MANAGER APPROVAL: *PA*

EXPENDITURE REQUIRED	\$ 38,313
AMOUNT BUDGETED	\$ 534,293
LINE ITEM NUMBER	592-592.00-976.008

BACKGROUND INFORMATION:

This project involves improvements to the Country Place Pump Station and force main to increase the pump station capacity and redundancy at the station. A recent capacity study indicated that the design peak flow would exceed the capacity of the station. In addition to capacity upgrades, the station is in need of redundancy upgrades as the station's force main is a 40 year old asbestos cement (AC) pipe, which makes it prone to failure. The remote location of this pump station does not allow for the option to manually pump to a downstream location in the event of an emergency. If the existing force main were to fail, the station's flows would very quickly begin to back up into the residential basements in the area, resulting in a major disaster. For this reason, a new parallel force main (~2000 feet in length) is being proposed, while leaving the existing AC force main in place as a redundant backup should the new force main ever be damaged or need repair.

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 \$19,113 (6.5% of the \$294,049 construction bid) and an inspection fee of \$19,200 (\$640 per crew day, multiplied by the 30 days provided in the contractor's bid) for a total fee of \$38,313.

The construction contract award is proposed for consideration elsewhere on this agenda. It is anticipated that this project will be completed this winter with final completion and restoration in spring 2017.

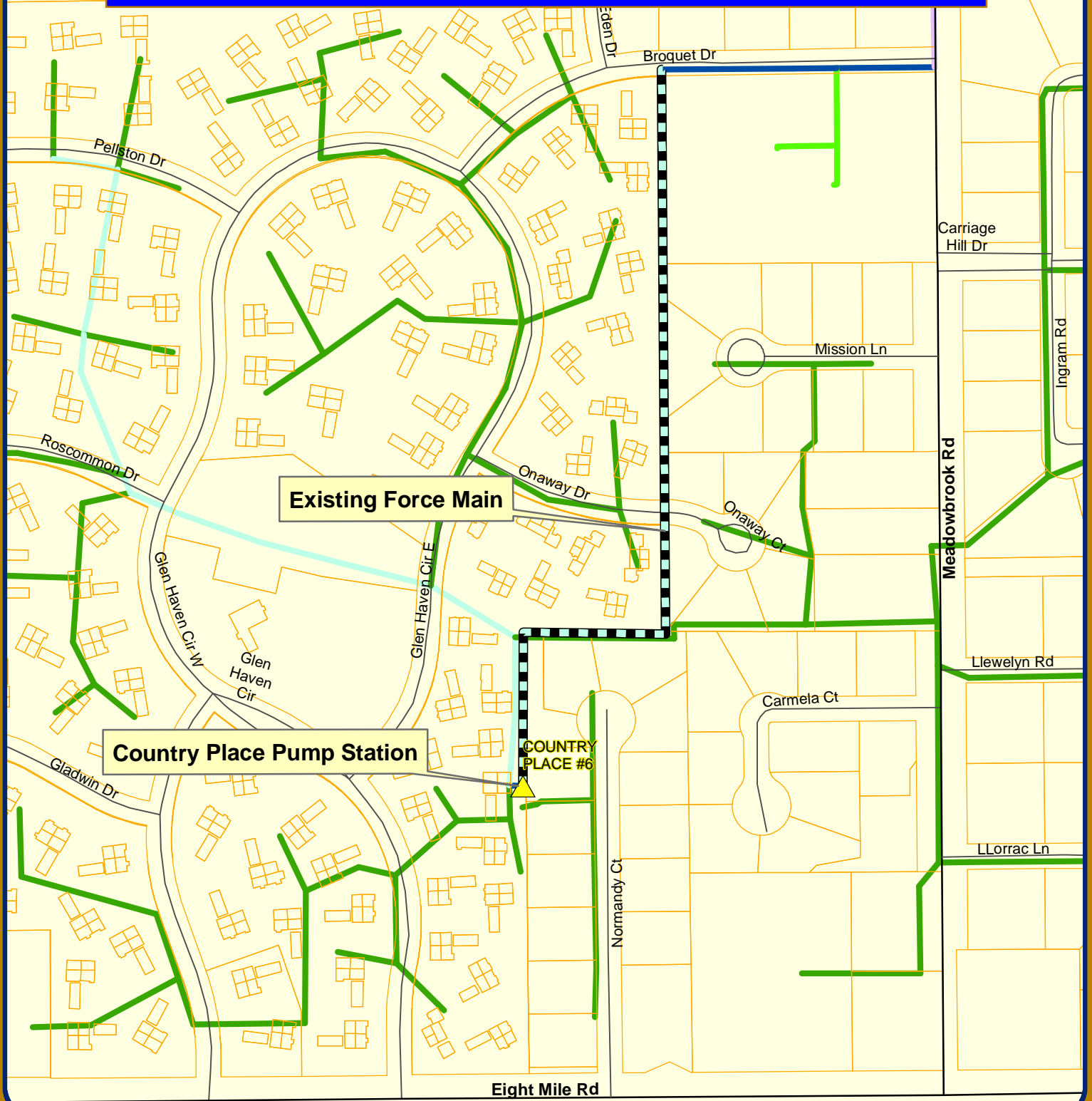
RECOMMENDED ACTION: Approval to award an amendment to the engineering services agreement with Spalding DeDecker Associates for construction engineering services for the Country Place Force Main Replacement project in the amount of \$38,313.

	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				

Country Place Force Main and Pump Station Improvements

Location Map



Map Author: Croy
 Date: 2/22/16
 Project: Country Place Pump Station
 Version #: v1.0

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



1 inch = 327 feet



City of Novi
 Engineering Division
 Department of Public Services
 26300 Lee BeGole Drive
 Novi, MI 48375
cityofnovi.org

FIRST AMENDMENT TO THE
SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT

COUNTRY PLACE FORCE MAIN AND
PUMP STATION IMPROVEMENTS

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 February 29, 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 \$19,113, which is 6.5% of the awarded construction cost (\$294,049) 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: _____