



CITY of NOVI CITY COUNCIL

Agenda Item F
January 26, 2015

SUBJECT: Approval to award an amendment to the engineering services agreement for construction engineering services related to the 2015 Sanitary Sewer Manhole Rehabilitation Project to Spalding DeDecker Associates, Inc., in the amount of \$46,381.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *RM*
 Department of Public Services, Water & Sewer Division *BK*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 46,381
AMOUNT BUDGETED	\$ 685,643
LINE ITEM NUMBER	592-592.00-936.500

BACKGROUND INFORMATION:

This project includes the rehabilitation of sanitary sewer manholes in the following subdivisions: North Hills, Timber Ridge, Westridge Downs, and Orchard Ridge. This project is part of the ongoing Capacity Management, Operations and Maintenance (CMOM) program to actively maintain the sanitary sewer collection system to reduce system failures and eliminate infiltration and inflow into the collection system. The project was developed after inspection and evaluation of 130 manholes within the project area to determine necessary rehabilitation techniques for defects that were identified as part of the inspections.

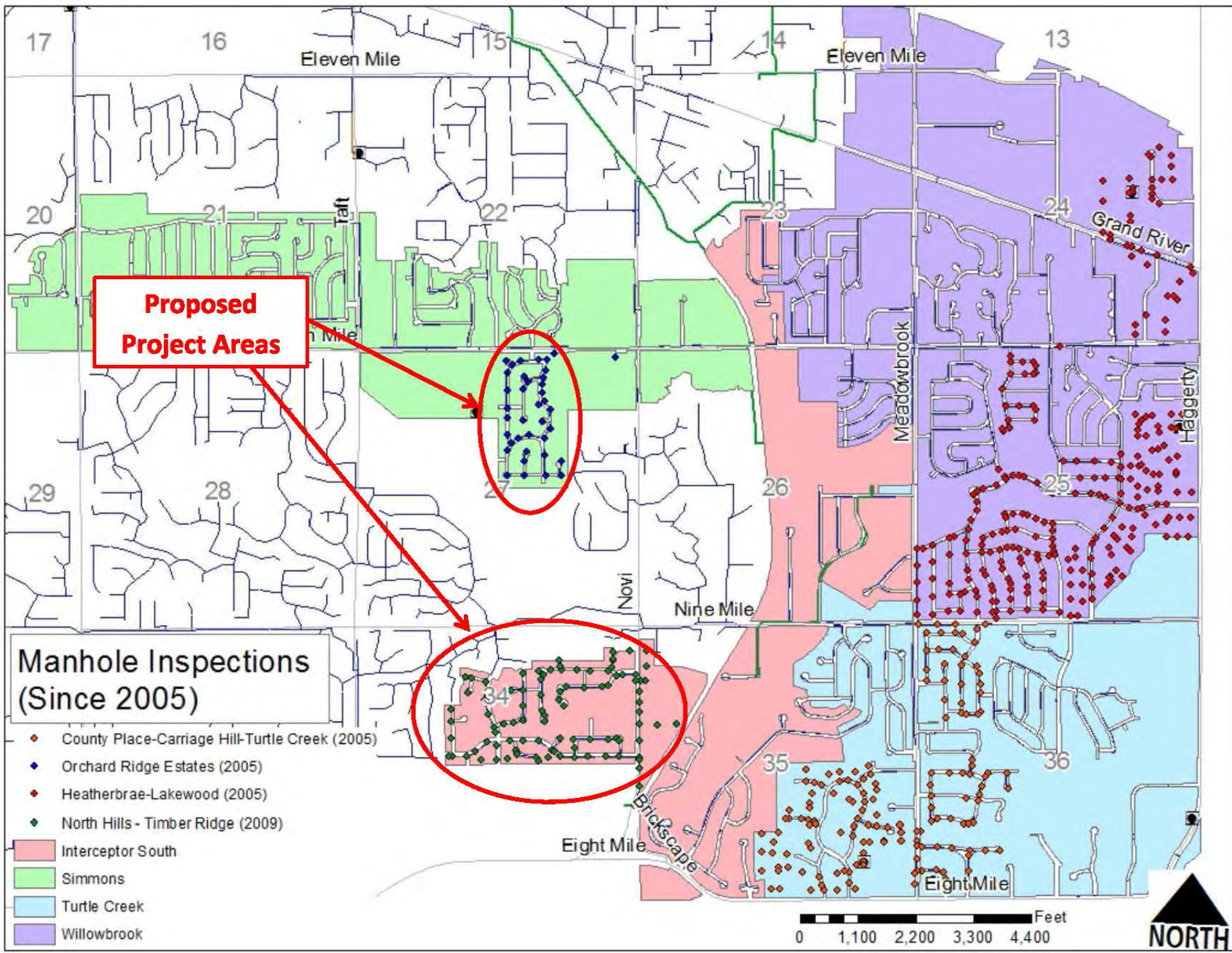
The construction phase engineering fees are determined using two components: 1) the contract administration fee, which is determined using the fee percentage in the original proposal for this project, and 2) the construction inspection fee determined using a cost per inspection (crew) day from Exhibit 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 \$23,981 (10.5% of the \$228,390 construction bid) and an inspection fee of \$22,400 (\$640 per crew day, multiplied by the 35 days provided in the contractor's bid) for a total fee of \$46,381.

The construction contract for this project has a substantial completion date of April 1, 2015, and a final completion date of April 15. The construction award is proposed for consideration elsewhere on this agenda.

RECOMMENDED ACTION: Approval to award a construction contract for the 2015 Sanitary Sewer Manhole Rehabilitation Project to Culy Contracting, Inc., the low bidder, in the amount of \$228,390.

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

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



FIRST AMENDMENT TO THE
SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT

NORTH HILLS/TIMBER RIDGE/WESTRIDGE DOWNS/ORCHARD RIDGE
SANITARY MANHOLE REHABILITATION PROJECT

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 24, 2014 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 \$23,981, which is 10.5% of the awarded construction cost (\$228,390), per the Consultant’s March 20, 2014 proposal.
 - 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.
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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: _____