



# CITY of NOVI CITY COUNCIL

**Agenda Item E**  
**June 8, 2015**

**SUBJECT:** Approval to award an amendment to the engineering services agreement with Spalding DeDecker for construction engineering services for the 2015 Neighborhood Road Program—Contract 1 (White Pines Drive) in the amount of \$93,898.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *BTC*

**CITY MANAGER APPROVAL:** *[Signature]*

<b>EXPENDITURE REQUIRED</b>	<b>\$ 93,898</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 325,000</b>
<b>LINE ITEM NUMBER</b>	<b>203-203.00-805.435</b>

### BACKGROUND INFORMATION:

The 2015 Neighborhood Road Program is being awarded in three separate contracts. The White Pines Drive Rehabilitation project was designed over the winter and spring months and is being awarded at this time. Two more contracts, one for asphalt streets and one for other concrete streets, are currently in design and will be awarded later this summer. The White Pines Drive contract involves rehabilitation and partial reconstruction of White Pines Drive from Beck Road to Arden Glen Ct. The section of White Pines has required a significant amount of maintenance over the past few years, and has continued to deteriorate further.

This project presented the opportunity to introduce traffic calming measures on White Pines Drive. The existing road is 36-feet wide, which tends to promote higher speeds with drivers than a narrower road. DPS and Public Safety staff have received numerous complaints about speeding. Therefore, Engineering staff worked with other City departments and the City's consultant to incorporate five median islands and one traffic circle along this section of White Pines to narrow the road in key locations to decrease speeds. The attached memo from Brian Coburn and Ben Croy dated March 17, 2015 provides additional information regarding the traffic calming measures being implemented.

Engineering staff has notified the surrounding Homeowner Associations of the upcoming road improvements. Representatives from the Autumn Park and Arden Glen Subdivisions have indicated they support the proposed traffic calming measures. They have also expressed their desire to include landscaping in the median islands, and have agreed to maintain the landscaping once the project is complete.

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 \$52,298 (6% of the \$871,628.70 construction bid) and an inspection fee of \$41,600 (\$640 per crew day, multiplied by the 65 days provided in the contractor’s bid) for a total fee of \$93,898.

The construction contract award is proposed for consideration elsewhere on this agenda. It is anticipated that this project will be completed by fall 2015.

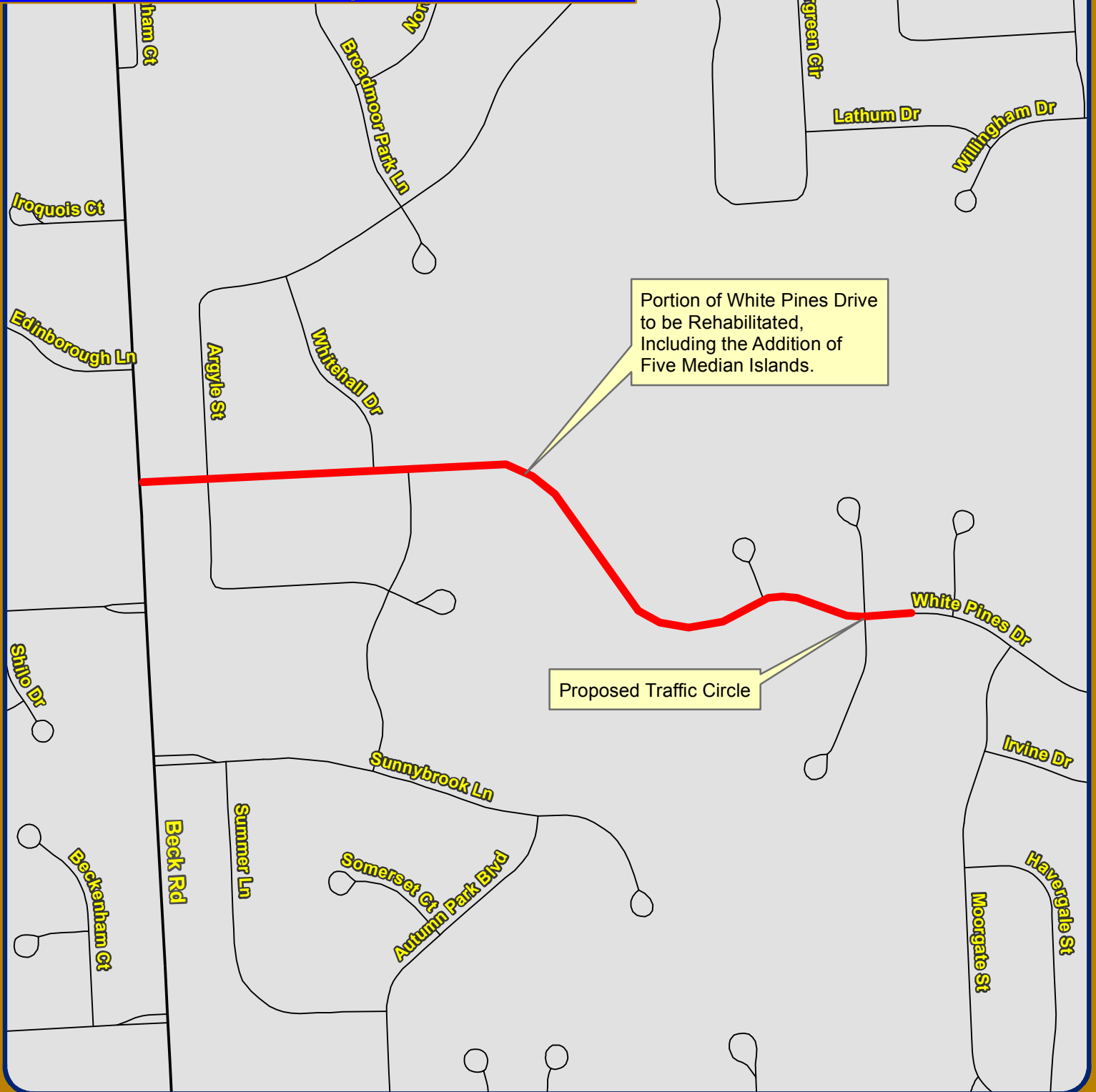
**RECOMMENDED ACTION:** Approval to award an amendment to the engineering services agreement with Spalding DeDecker for construction engineering services for the 2015 Neighborhood Road Program—Contract 1 (White Pines Drive) in the amount of \$93,898.

	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				

# 2015 NEIGHBORHOOD ROAD PROGRAM White Pines Drive Rehabilitation

Location Map



Portion of White Pines Drive to be Rehabilitated, Including the Addition of Five Median Islands.

Proposed Traffic Circle

Map Author: Croy  
Date: 5/29/15  
Project: 2015 NRP - White Pines  
Version #: v2.0

#### 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 = 500 feet



### City of Novi

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

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

**WHITE PINES DRIVE REHABILITATION**  
(f.k.a. 2014 Neighborhood Road Program, Contract 3)

Fourth 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 September 30, 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. *Unchanged.*
  - c. *Unchanged.*
  - d. *Unchanged.*
  - e. Add the following language:  
Construction Phase Services (White Pines Drive Rehabilitation): 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 \$52,297.72, which is 6.0% of the awarded construction cost (\$871,628.70) 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 prior amendments, 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: \_\_\_\_\_