



CITY of NOVI CITY COUNCIL

Agenda Item I
April 18, 2016

SUBJECT: Approval to award geotechnical services to Testing Engineers and Consultants, Inc. for the Nine Mile Road Rehabilitation (Novi Road to Meadowbrook Road) in the amount of \$16,637.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 16,637
AMOUNT BUDGETED	\$ 470,800
LINE ITEM NUMBER	202-202.00-805.162

BACKGROUND INFORMATION:

In accordance with the Agreement for Geotechnical Engineering Consultant Services for Public Projects, Testing Engineers and Consultants (TEC) has been selected to provide construction phase material testing services for the Nine Mile Road Rehabilitation (Novi Road to Meadowbrook Road). The material testing services necessary for this project exceed \$15,000, which requires City Council approval under the City's Purchasing Policy.

The scope of material testing services required for this project has been determined based on discussions with TEC and Spalding DeDecker (the City's consulting engineer on for the project), and is summarized in the attached proposal from TEC. The material testing work is necessary to ensure that the specifications are being met by the contractor resulting in a quality product that performs as designed.

Construction of the project has been awarded and it is anticipated that this project will be completed by summer 2016.

RECOMMENDED ACTION: Approval to award geotechnical services to Testing Engineers and Consultants, Inc. for the Nine Mile Road Rehabilitation (Novi Road to Meadowbrook Road) in the amount of \$16,637.

	1	2	Y	N
Mayor Gaff				
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



City of Novi

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

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 = 2,000 feet



Testing Engineers & Consultants, Inc.

1343 Rochester Road • PO Box 249 • Troy, Michigan 48099-0249
(248) 588-6200 or (313) T-E-S-T-I-N-G
Fax (248) 588-6232

PROPOSAL AND AUTHORIZATION TO PROCEED

Client: City of Novi Date: March 26, 2016

Address: 26300 Lee BeGole Drive, Novi, Michigan 48375

Contact: Mr. Ben Croy, PE Phone No.: (248) 735-5635 Fax No.: (248) 735-5659

Email: bcroy@cityofnovi.org

Project: Nine Mile Road Resurfacing, Novi Rd. to Meadowbrook Rd., MDOT 63452-128778

Location: City of Novi, Michigan

Proposal Number: 010-16-0110

Scope of Services: Testing Engineers & Consultants, (TEC) to provide construction materials QA acceptance testing services for the Nine Mile Road Resurfacing, Novi Rd. to Meadowbrook Rd., MDOT 63452-128778, in the City of Novi, Michigan. Services will be performed as directed by City representatives or their agents.

Schedule of Fees:

Personnel:

- Technician/Inspector Hour \$ 47.00
- Project Engineer/Manager Hour \$ 98.00

Laboratory Tests:

- Concrete Cylinder Tests Each \$ 12.00
- Sieve Analysis Each \$ 65.00
- Mix Design Review Each \$ 100.00
- Moisture Density Relationship of Soils Each \$ 130.00
- Asphalt Extraction Analysis Each \$ 175.00

Equipment/Reimbursables:

- Nuclear Density Gauge Day \$ 25.00
- Site transportation to/from site Mile \$ 0.60

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All services undertaken are subject to the following policy. Reports are submitted for exclusive use of the clients to whom they are addressed. Their significance is subject to the adequacy and representative character of the samples and the comprehensiveness of the tests, examinations and surveys made. No quotation from reports or use of TEC's name is permitted except as expressly authorized by TEC in writing.

CONSULTING ENGINEERS & FULL-SERVICE PROFESSIONAL TESTING AND INSPECTION
OFFICES IN ANN ARBOR, DETROIT, AND TROY
FOUNDED IN 1966

Testing Engineers & Consultants, Inc.

Client: City of Novi

Date: March 26, 2016

TEC Proposal Number: 010-16-0110

Estimate of Fees:

Testing Activity	Estimated Qty.	Units	Unit Cost	Sub-Total	Total
Density Testing of Soils, Aggregates					
Technician/Inspector ST	96	Hours	\$47.00	\$4,512.00	
Technician/Inspector OT	30	Hours	\$70.50	\$2,115.00	
Nuclear Density Gauge	20	Day	\$25.00	\$500.00	
Moisture Density Relationship	1	Each	\$130.00	\$130.00	
Sieve Analysis	4	Each	\$65.00	\$260.00	
HMA Extraction / Gradation	12	Each	\$175.00	\$2,100.00	\$9,617.00
Concrete Testing					
Technician/Inspector	40	Hours	\$47.00	\$1,880.00	
Concrete Cylinder Tests	40	Each	\$12.00	\$480.00	\$2,360.00
Miscellaneous and Reimbursables					
Administrative Assistant	4	Hours	\$30.00	\$120.00	
MDOT Density Test. Equip.	20	Day	\$25.00	\$500.00	
Mix Design Review	4	Each	\$100.00	\$400.00	
Project Manager/Engineer	20	Hours	\$98.00	\$1,960.00	
Site Transportation	2800	Mile	\$0.60	\$1,680.00	\$4,660.00
Estimated Testing Total					\$16,637.00

Terms and Conditions:

1. The quoted fees represent standard rates for eight hours of continuous work including travel time between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. Overtime rates would be applicable for Saturday and hours other than those stated above at 1.5 times the standard rate. Premium rates will be applicable for hours worked on Sundays and Holidays at 2.0 times the standard rate.
2. A four-hour minimum, inclusive of travel time and equipment charges, will apply to field services. The four-hour minimum will not apply to material sampling, cylinder collection, or engineering services.
3. Laboratory work that needs immediate attention will be billed at 1.5 times the standard test rate. This applies to work required to be performed on Saturdays or after 5:00 p.m. on weekdays. Work required to be performed on a Sunday or Holiday will be billed at 2.0 times the standard test rate.
4. Unless otherwise stated, local and on-site travel will be invoiced at the applicable personnel rate and \$0.60 per mile, portal-to-portal from TEC facilities. Lodging, subsistence and transportation for out-of-town services are invoiced at cost plus 20%.

Testing Engineers & Consultants, Inc.

Client: City of Novi
Date: March 26, 2016

TEC Proposal Number: 010-16-0110

Terms and Conditions: (cont'd)

5. For first time clients, invoice must be paid in full prior to release of reports. TEC accepts Check, Visa or M/C.
6. The invoice will be based upon the actual work performed and at the quoted rates. Unless otherwise stated, invoices are due 30 days from the invoice date. An administrative fee of 1.5% per month will be added to all delinquent accounts. It is agreed that the client is liable for all costs and expenses of collection, including reasonable attorney's fees, whether or not legal proceedings are instituted. Disputes of invoiced amounts must be submitted in writing within 30 days of invoice date.
7. The TEC fee for depositions, court appearances, expert witness, legal assistance, litigation, preparation, or other legal work is \$150.00 per hour plus expenses.
8. Except for circumstances caused by the willful misconduct of TEC, all claims for damages asserted against TEC by a client or third party, including claims against TEC's directors, officers, shareholders, employees and agents, are limited to the lesser amount of \$25,000 or the total dollar value of this contract.
9. All reports, plans, specifications, computer files, field data, notes and other documents prepared by TEC, as instruments of service shall remain the property of TEC. TEC shall retain all common law, statutory and other reserved rights, including the copyright thereto. The client shall not reuse or make any modifications to reports, plans, specifications, computer files or other documents without the prior written authorization of TEC.
10. In an effort to resolve any conflicts that arise during this project or following the completion of this project, the client and TEC agree that all disputes between them arising out of or relating to this project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Please authorize us to proceed by signing in the space provided below or by sending us a purchase order. A signed copy of this proposal or a purchase order must be returned to us before TEC can begin/continue work on your project.

Issued by TEC:

Accepted by:



William J. West, PE
Manager, Engineering and Construction Services

Authorized Signature

Name/Title

Firm/FEIN.

Date

WJW/wjw