



## CITY of NOVI CITY COUNCIL

**Agenda Item K**  
**February 27, 2017**

**SUBJECT:** Approval to award geotechnical services to Testing Engineers and Consultants, Inc. for the Meadowbrook Road Rehabilitation (I-96 to 12 Mile Road) project in the amount of \$25,174. The final form of the agreement to be approved by the City Manager and City Attorney's office.

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

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$ 25,174</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 41,774</b>
<b>LINE ITEM NUMBER</b>	<b>202-202.00-805.165</b>

### **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 Meadowbrook Road Rehabilitation (I-96 to 12 Mile Road) project. 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 record 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 the summer 2017.

**RECOMMENDED ACTION:** Approval to award geotechnical services to Testing Engineers and Consultants, Inc. for the Meadowbrook Road Rehabilitation (I-96 to 12 Mile Road) project in the amount of \$25,174. The final form of the agreement to be approved by the City Manager and City Attorney's Office.



# 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

*Engineering Client Success*

## PROPOSAL AND AUTHORIZATION TO PROCEED

**Client:** City of Novi **Date:** February 4, 2017

**Address:** 26300 Lee BeGole Drive, Novi, Michigan 48375

**Contact:** Ms. Theresa Bridges, PE **Phone No.:** (248) 735-5625 **Fax No.:** (248) 752-5396

**Email:** awayne@cityofnovi.org

**Project:** Meadowbrook Road Rehabilitation, MDOT 63125-132414

**Location:** City of Novi, Michigan

**Proposal Number:** 010-17-0038

**Scope of Services:** Testing Engineers & Consultants, (TEC) to provide engineering services and QA construction materials acceptance testing for the Meadowbrook Road Rehabilitation Project, MDOT 63125-132414, in the City of Novi, Michigan.

### Schedule of Fees:

#### Personnel:

- Technician/Inspector ST ..... Hour \$ 49.00
- Project Engineer/Manager ..... Hour \$ 105.00
- Professional Engineer ..... Hour \$ 115.00

#### Laboratory Tests:

- Concrete Cylinder Tests ..... Each \$ 13.00
- Sieve Analysis ..... Each \$ 75.00
- Mix Design Review ..... Each \$ 230.00
- Moisture Density Relationship of Soils ..... Each \$ 150.00
- Asphalt Extraction / Gradation ..... Each \$ 175.00

#### Equipment/Reimbursables:

- Nuclear Density Gauge ..... Day \$ 25.00
- MDOT Density Test Equipment ..... Day \$ 25.00
- Site Trips (vehicle usage) ..... Each \$ 50.00

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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.

## Testing Engineers & Consultants, Inc.

Client: City of Novi

Date: February 4, 2017

TEC Proposal Number: 010-17-0038

### Estimate of Fees:

Testing Activity	Estimated Qty.	Units	Unit Cost	Sub-Total	Total
<b>Fill Placement, Grade / Subbase / Agg Base Preparation, HMA Paving</b>					
Technician/Inspector ST	160	Hours	\$49.00	\$7,840.00	
Technician/Inspector OT	24	Hours	\$73.50	\$1,764.00	
Nuclear Density Gauge	20	Day	\$25.00	\$500.00	
Moisture Density Relationship	2	Each	\$150.00	\$300.00	
Sieve Analysis	2	Each	\$75.00	\$150.00	
HMA Extraction/Gradation	22	Each	\$175.00	\$3,850.00	
MDOT Density Test Equip.	12	Day	\$25.00	\$300.00	
Project Manager/Engineer	4	Hours	\$105.00	\$420.00	
Professional Engineer	16	Hours	\$115.00	\$1,840.00	
Site Trips (Vehicle Usage)	40	Each	\$50.00	\$2,000.00	<b>\$18,964.00</b>
<b>Geosynthetics QA Testing</b>					
QA Testing Estimate	1	Each	\$2,000.00	\$2,000.00	
Professional Engineer	4	Hours	\$115.00	\$460.00	<b>\$2,460.00</b>
<b>Concrete Testing and Consultation</b>					
Technician/Inspector	40	Hours	\$49.00	\$1,960.00	
Concrete Cylinder Tests	40	Each	\$13.00	\$520.00	
Project Manager/Engineer	2	Hours	\$105.00	\$210.00	
Professional Engineer	4	Hours	\$115.00	\$460.00	
Site Trips (Vehicle Usage)	12	Each	\$50.00	\$600.00	<b>\$3,750.00</b>
<b>Estimated Testing Total</b>					<b>\$25,174.00</b>

### 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.

**Testing Engineers & Consultants, Inc.**

Client: City of Novi

Date: February 4, 2017

TEC Proposal Number: 010-17-0038

**Terms and Conditions: (cont'd)**

- 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%.
- 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, Construction Services

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Firm/FEIN.

\_\_\_\_\_  
Date

WJW/wjw