



CITY of NOVI CITY COUNCIL

Agenda Item L
July 27, 2015

SUBJECT: Approval to award geotechnical services to Testing Engineers and Consultants, Inc. for the 2015 Neighborhood Road Program—Contract 1 (White Pines Drive) project in the amount of \$17,920.

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

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 17,920
AMOUNT BUDGETED	\$ 18,000
LINE ITEM NUMBER	203-203.00-805.435

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 2015 Neighborhood Road Program—Contract 1 (White Pines Drive) project. The material testing services necessary for this project exceeds \$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.

It is anticipated that this project will be completed by fall 2015.

RECOMMENDED ACTION: Approval to award geotechnical services to Testing Engineers and Consultants, Inc. for the 2015 Neighborhood Road Program—Contract 1 (White Pines Drive) project in the amount of \$17,920.

	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				

Authorization for Services

Project: Material Testing Services for:
White Pines Drive

Date: July 14, 2015

Purchase Order #:

Description of Services

1. Geotechnical engineering services per the attached proposal dated July 10, 2015, and in accordance with the AGREEMENT FOR GEOTECHNICAL ENGINEERING CONSULTANT SERVICES FOR PUBLIC PROJECTS, and attached exhibits, entered into between the City and the Consultant on June 16, 2014.

Amount authorized: \$17,920

TESTING ENGINEERS & CONSULTANTS, INC
Requested by: William West Date: 7/14/2015
Name and Title

CITY OF NOVI
Reviewed by: BCE Date: 7/20/15
Brian Coburn, Engineering Manager

Approved by: Rob Hayes Date: 7/20/2015
Rob Hayes, Director of Public Services



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:** July 10, 2015

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: White Pines Drive, City of Novi

Location: Novi, Michigan

Proposal Number: 010-15-0202

Scope of Services: Testing Engineers & Consultants, (TEC) to provide construction materials testing services for the Fire Station No. 3 Parking Lot Improvements Project, Novi, Michigan.

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 \$ 150.00

Equipment/Reimbursables:

- Nuclear Density Gauge Day \$ 25.00
- Site Trips 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.

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: July 10, 2015

TEC Proposal Number: 010-15-0202

Estimate of Fees:

Testing Activity	Estimated		Unit Cost	Sub-Total	Total
	Qty.	Units			
Backfill and 21AA Aggregate Base Density Testing					
Technician/Inspector	80	Hours	\$47.00	\$3,760.00	
Nuclear Density Gauge	20	Day	\$25.00	\$500.00	
Moisture Density Relationship	4	Each	\$130.00	\$520.00	
Sieve Analysis	4	Each	\$65.00	\$260.00	
Project Manager/Engineer	6	Hours	\$98.00	\$588.00	
Site Trips	24	Each	\$50.00	\$1,200.00	\$6,828.00
Concrete Testing					
Technician/Inspector	120	Hours	\$47.00	\$5,640.00	
Concrete Cylinder Tests	120	Each	\$12.00	\$1,440.00	
Project Manager/Engineer	12	Hours	\$98.00	\$1,176.00	
Site Trips	40	Each	\$50.00	\$2,000.00	\$10,256.00
Miscellaneous and Reimbursables					
Administrative Assistant	8	Hours	\$30.00	\$240.00	
Mix Design Review	2	Each	\$100.00	\$200.00	
Project Manager/Engineer	2	Hours	\$98.00	\$196.00	
Site Trips	4	Each	\$50.00	\$200.00	\$836.00
Estimated Testing Total					\$17,920.00

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: July 10, 2015

TEC Proposal Number: 010-15-0202

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