



CITY of NOVI CITY COUNCIL

**Agenda Item 1
August 11, 2014**

SUBJECT: Approval to award geotechnical services to Testing and Engineering Consultants (TEC) for the Water Storage Facility Project in the amount of \$24,570.

SUBMITTING DEPARTMENT: Department of Public Services, Water and Sewer Division *TK*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 24,570
AMOUNT INCLUDED IN C.I.P.	\$ 5,500,000 (Water Storage Facility)
LINE ITEM NUMBER	592-592.00-976.003 (Water Storage Facility)

BACKGROUND INFORMATION:

In accordance with the Agreement for Geotechnical Engineering Consultant Services for Public Projects that was approved by City Council at the June 16, 2014 regular meeting, Testing Engineers and Consultants (TEC) has been selected to provide construction phase material testing services for the 2014 Water Storage Facility Project.

The cost of material testing services necessary for the Water Storage Facility Project exceeds \$15,000, which requires City Council approval under the City's Purchasing Policy. Most other geotechnical awards will be less than \$15,000 and be awarded administratively.

The scope of material testing services required for this project has been determined based on discussions with TEC and Orchard, Hiltz, and McCliment (the City's primary consulting engineer for the project) and is summarized in the attached proposal from TEC. The material testing work is necessary to ensure that the construction of the storage facility is performed in accordance with the project specifications.

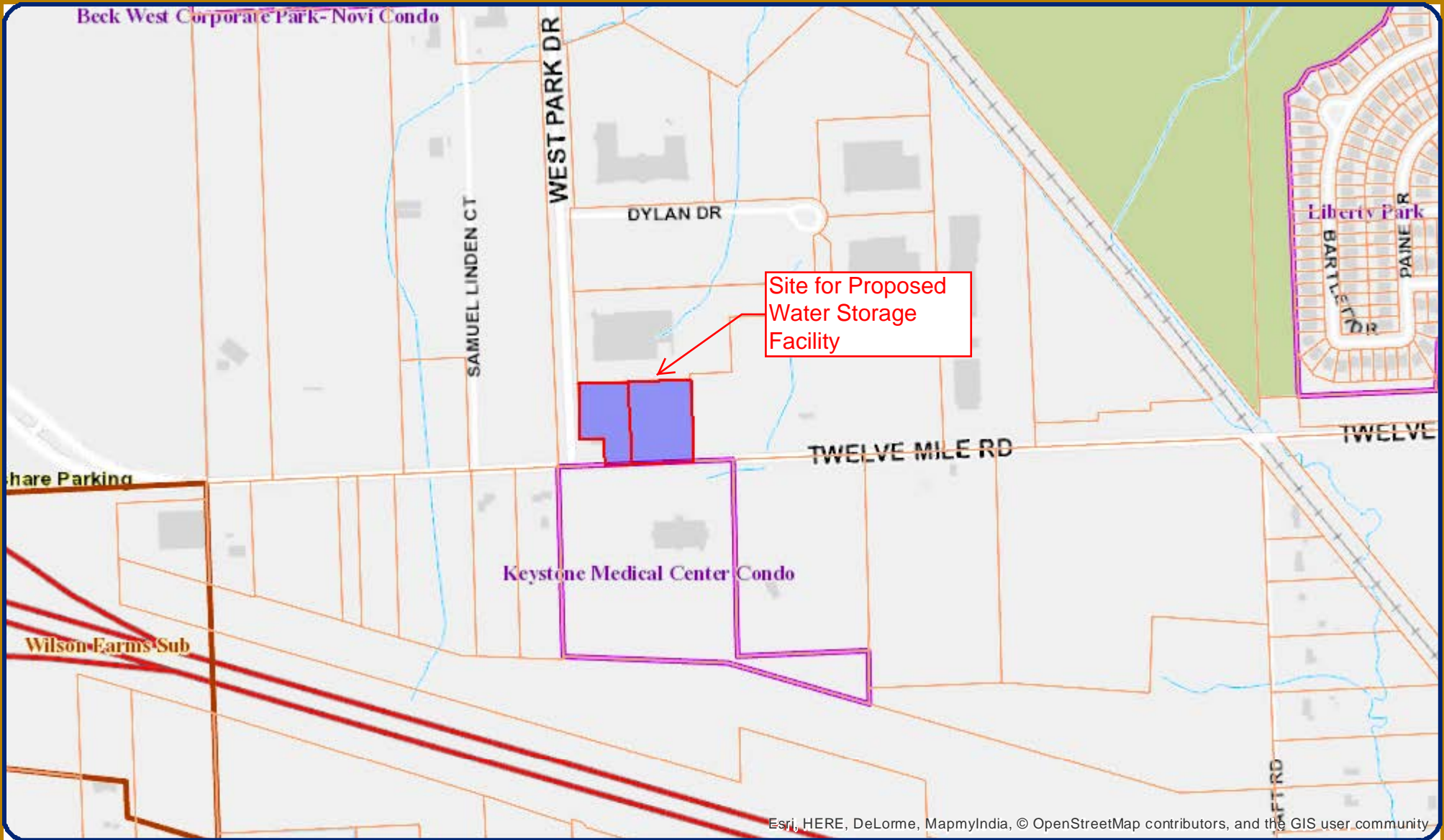
The construction contract has been awarded and it is anticipated that the project will be completed in early spring 2015.

RECOMMENDED ACTION: Approval to award geotechnical services to Testing and Engineering Consultants (TEC) for the Water Storage Facility Project in the amount of \$24,570.

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

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

Proposed Water Storage Site Map



Map Produced Using the
City of Novi, Michigan
Internet Mapping Portal



0 350 700 1,400
Feet
1 inch = 706 feet



Author: Kuhns
Date: 6/30/2014

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. This map was produced under the terms of the City's Internet Site Use Policy available at <http://cityofnovi.org/Resources/SiteUsePolicy.asp>



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, 2014

Address: 26300 Lee BeGole Drive, Novi, Michigan 48375

Contact: Mr. Timothy Kuhns, P.E. **Phone No.:** (248) 735-5647 **Fax No.:** (248) 735-5659

Email: tkuhns@cityofnovi.org **Cell No.:** (248) 207-6542

Project: Water Storage Facility Project

Location: Novi, Michigan

Proposal Number: 010-14-0241

Scope of Services: Testing Engineers & Consultants, (TEC) to provide construction materials testing services for the Water Storage Facility Project, Novi, Michigan.

Schedule of Fees:

Personnel:

- Administrative Services No Charge
- Engineering Field Technician Hour \$ 47.00
- Precast Inspector Hour \$ 55.00
- Project Engineer/Manager Hour \$ 98.00
- Principal Hour \$ 135.00

Laboratory Tests:

- Concrete Cylinder Tests Each \$ 12.00
- Sieve Analysis Each \$ 65.00
- Moisture Density Relationship of Soils Each \$ 130.00
- Marshall Density Test Each \$ 130.00

Equipment/Reimbursables:

- Nuclear Density Gauge Day \$ 25.00

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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, 2014

TEC Proposal Number: 010-14-0241

Estimate of Fees:

Item No.	Observation and Testing Activity	Estimated		Unit		Total
		Qty.	Units	Cost	Sub-Total	
Testing and Inspection Activity						
001	Cast-in-Place Concrete Testing					
	Engineering Field Technician	120	Hours	\$47.00	\$5,640.00	
	Concrete Cylinder Compression Test	80	Each	\$12.00	\$960.00	\$6,600.00
002	Excavation and Backfill Testing					
	Engineering Field Technician	160	Hours	\$47.00	\$7,520.00	
	Sieve Analysis	2	Each	\$65.00	\$130.00	
	Moisture Density Relationship	4	Each	\$130.00	\$520.00	
	Nuclear Density Gauge	20	Day	\$25.00	\$500.00	\$8,670.00
003	HMA Pavement Testing					
	Engineering Field Technician	40	Hours	\$47.00	\$1,880.00	
	Marshall Density Test	2	Each	\$130.00	\$260.00	
	Nuclear Density Gauge	5	Day	\$25.00	\$125.00	\$2,265.00
004	Prestressed Concrete Testing					
	Precast Inspector	80	Hours	\$55.00	\$4,400.00	\$4,400.00
Engineering, Support Services and Reimbursables						
	Administrative	20	Hours	\$0.00	\$0.00	
	Project Engineer/Manager	20	Hours	\$98.00	\$1,960.00	
	Principal	5	Each	\$135.00	\$675.00	\$2,635.00
Testing and Observation Estimate						\$24,570.00

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%.
5. For first time clients, invoice must be paid in full prior to release of reports. TEC accepts Check, Visa or M/C.

Testing Engineers & Consultants, Inc.

Client: City of Novi
Date: July 10, 2014

TEC Proposal Number: 010-14-0241

Terms and Conditions: (cont'd)

- 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:



Ruben E. Ramos, P.E.
Vice President
Engineering and Construction Services

Accepted by:

Authorized Signature

Name/Title

Firm/FEIN.

Date

RER/jb