

CITY of NOVI CITY COUNCIL

**Agenda Item C
January 28, 2019**

SUBJECT: Approval to award geotechnical engineering services to Testing Engineers & Consultants, Inc. (TEC) for geotechnical testing of subgrade soils and assistance with groundwater monitoring associated with the Nine Mile Road Sewer project (Evergreen Court to Kensington) in the amount of \$47,498.

SUBMITTING DEPARTMENT: Department of Public Works, Water & Sewer Division

CITY MANAGER APPROVAL: AA

EXPENDITURE REQUIRED	\$ 47,498.00
AMOUNT BUDGETED	\$ 6,500,857
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	592-592.00-976.029

BACKGROUND INFORMATION:

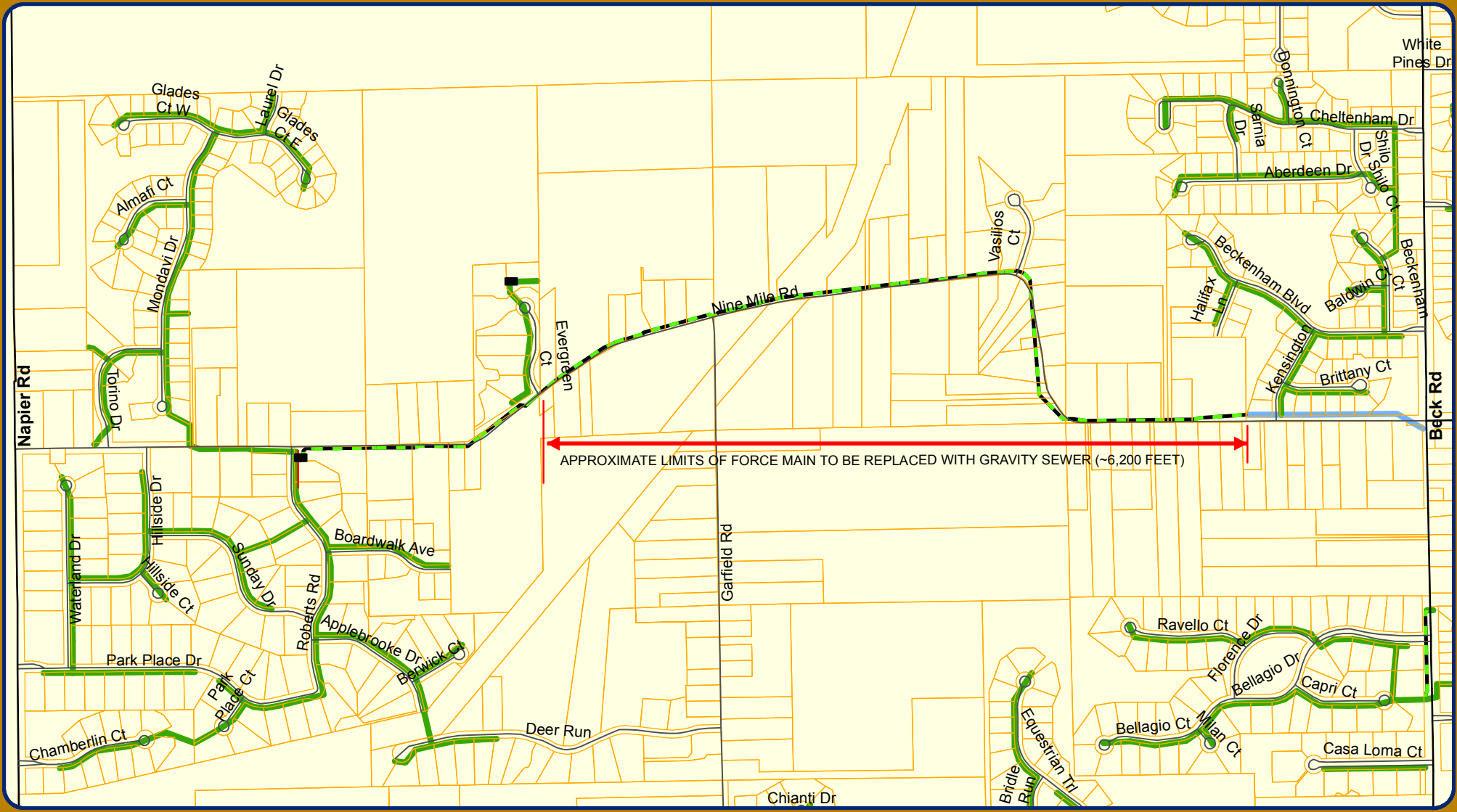
A recent analysis of the Park Place pump station and the downstream force main serving Nine Mile between Napier Road and Beck Road indicated there are capacity concerns in this area of the sanitary sewer system. In addition to the capacity, there is also a major concern regarding redundancy for the 1.6-mile long force main. For further information, refer to the attached memo from Ben Croy dated April 18, 2016. After reviewing the options available to resolve capacity and redundancy concerns, it was determined replacing the majority of the existing force main with a gravity sewer would be the best option. Mitigating factors for replacement include system operation, maintenance, and future residential service connections.

Testing Engineers & Consultants, Inc. (TEC) has been selected to perform the material testing services required during construction. TEC will also assist with the monitoring of the groundwater elevation during dewatering operations. The attached geotechnical engineering proposal outlines the scope of services in more detail. The material testing fee is a lump sum of \$47,498, determined by the fee schedule developed for geotechnical engineering services for public projects.

RECOMMENDED ACTION: Approval to award geotechnical engineering services to Testing Engineers & Consultants, Inc. (TEC) for geotechnical testing of subgrade soils and assistance with groundwater monitoring associated with the Nine Mile Road Sewer project (Evergreen Court to Kensington) in the amount of \$47,498.

NINE MILE GRAVITY SEWER PROJECT

Location Map






Map Author: Croy
 Date: 4/28/17
 Project: Nine Mile Gravity Sewer
 Version #: v1.0

MAP INTERPRETATION NOTICE

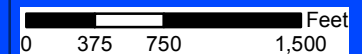
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate 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.

Map Legend

-  6" Sanitary Force Main
-  8" Gravity Sanitary Sewer
-  12" Gravity Sanitary Sewer



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





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:** January 17, 2019

Address: 45175 W. Ten Mile Road Novi, MI 48375

Contact: Mr. Ben Croy **Phone No.:** (248) 735-5635 **Cell No.:** _____

Email: bcroy@cityofnovi.org

Project: 9 Mile Road Sanitary Sewer

Location: Novi, Michigan

Proposal Number: 010-19-0017

Scope of Services: Testing Engineers & Consultants, (TEC) to provide construction materials testing and geotechnical engineering services for the 9 Mile Road Sanitary Sewer project in the City of Novi, Michigan.

Schedule of Fees:

Personnel:

- Technician/Inspector ST Hour \$ 53.00
- Staff Engineer Hour \$ 95.00
- Project Manager / Professional Engineer Hour \$ 120.00
- Principal Engineer Hour \$ 159.00

Laboratory Tests:

- Concrete Cylinder Tests Each \$ 14.00
- Sieve Analysis..... Each \$ 110.00
- Moisture Density Relationship of Soils..... Each \$ 150.00
- Asphalt Extraction / Gradation Each \$ 160.00

Equipment/Reimbursables:

- Nuclear Density Gauge Day \$ 40.00
- MDOT Density Test Equipment Day \$ 35.00
- Transport Miles Each \$ 00.60

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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: January 17, 2019

TEC Proposal Number: 010-19-0017

Estimate of Fees:

Testing Activity	Estimated Qty.	Units	Unit Cost	Sub-Total	Total
Trench Backfill, Site HMA and Concrete Testing, Geotechnical Consultation					
Technician/Inspector ST	400	Hours	\$53.00	\$21,200.00	
Technician/Inspector OT	32	Hours	\$79.50	\$2,544.00	
Nuclear Density Gauge	50	Day	\$40.00	\$2,000.00	
MDOT Density Test Equip.	4	Day	\$35.00	\$140.00	
Particle Size Distribution	12	Each	\$110.00	\$1,320.00	
Moisture-Density Relation.	12	Each	\$160.00	\$1,920.00	
HMA Extraction/Gradation	8	Each	\$160.00	\$1,280.00	
Concrete Test Specimens	31	Each	\$14.00	\$434.00	
Project Manager/Prof Eng.	98	Hours	\$120.00	\$11,760.00	
Staff Engineer	20	Hours	\$95.00	\$1,900.00	
Transport Miles	5000	Each	\$0.60	\$3,000.00	\$47,498.00
Estimated Testing Total					\$47,498.00

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: January 17, 2019

TEC Proposal Number: 010-19-0017

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:

Accepted by:



William J. West, PE
Manager, Construction Services

Authorized Signature

Name/Title

Firm/FEIN.

WJW

Date