

CITY COUNCIL ACTION REPORT

March 11, 2010

TO: John Szerlag, City Manager

FROM: Mark F. Miller, Acting Assistant City Manager/Economic Development Services
 Steven J. Vandette, City Engineer *SV*
 Timothy L. Richnak, Public Works Director *TR*

SUBJECT: Agenda Item: Ratification of Emergency 24" Water Main Repair at Rochester and South Blvd.

Recommendation:

- It is recommended that City Council ratify payment to Superior Excavating Inc. in the amount of \$30,000, and payment to SBG Detroit Inc. in the amount of \$27,185.31 for emergency water main repairs at the southwest corner of Rochester and South Blvd.

Background:

- During a Detroit Water and Sewer Department (DWSD) water main repair to their supply line supplying water to the City of Troy it was discovered that the 24" pre-stressed concrete water main owned by the City of Troy was leaking. This major supply line provides approximately one third of water and fire protection in the northeast corner of the city.
- The DWSD contractor, SBG Detroit Inc., completed their repair work and at our request investigated the leak in our main since they were already positioned to do this with lane closures and barricading in place, shoring in place and the excavation was still open.
- The location of the City of Troy 24" water main was passing directly under the DWSD water main.
- Following industry standards when the water main was installed approximately 45 years ago a concrete cradle was poured at strategic locations around the 24" water main to protect and support it. It was necessary to remove the concrete, while protecting the integrity of the pipe, in order to determine the leak location. This was long and tedious work that could not be done with large equipment, but by hand using small air hammers and chisels.
- After removing the concrete it was discovered the leak was coming from a section of pipe inside a steel sleeve that protected the 24" water main from heavy traffic on Rochester Road. Sections of the steel sleeve had to be cut away to expose the section of water main that was leaking and determine the scope of the repair work.
- The investigative work completed on our behalf by SBG Detroit, Inc. was done on a time and material basis and totals \$27,185.31.

- At this point we were able to identify the scope of work needed to repair the 24" water main and get quotes to complete the repair with the City of Troy providing approximately \$15,000 of repair parts that were in stock for this type of repair.
- Three quotes were received after contractors visited the site and a description of the repair work was provided. The lowest quote was from Superior Excavating, who came well qualified based on previous work done for the city. The amount quoted was not to exceed \$30,000.

Financial Considerations:

- Funds for this work are available in the 2009/10 Water Fund, account number 591.537.555.7972.

Legal Considerations:

- The purchase of emergency water main repair work was done in accordance with procedures prescribed in Chapter 7 – Purchases, Contracts and Sales of the Troy City Code.

Chapter 7 - Purchases, Contracts and Sales

competitive bids therefor for the best price obtainable. Property with a value in excess of \$1,000.00 may be sold after advertising and receiving competitive bids, as provided in Section 3 of this Chapter and after approval of the sale has been given by the Council.

9. Declared Emergency. In the event of an officially declared emergency, the City Manager is permitted to make purchases without sealed bids, prior to Council approval and in excess of the limitations provided by the Charter. All purchases in excess of the limitations provided by the Charter, shall be reported to the Council at the next regularly scheduled meeting.

(05-04-1998)

10. Change Orders to Construction Contracts. Construction shall be defined as the process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. Construction does not include the routine operation, routine repair, or routine maintenance of existing structures or real property.

A change Order to original construction contracts may be authorized solely by the City Manager if:

- 1) The change, as reviewed and approved by the City Manager, is within the current "scope of work" for the project.
- 2) The change is documented with itemized and verifiable cost, and/or pricing data. This provision may be waived, solely by the City Manager, if the cost and/or pricing data cannot be verified and the contractor certifies that to the best of his knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of a mutually specified date.
- 3) The profit and overhead for the General Contractor and Subcontractor is limited to 10% combined; with the General Contractor limited to adding 5% profit and overhead for any subcontractors.
- 4) The change is within the contingency limits established by City of Troy Council Resolution at the time of original project award.

(11-01-1999)

TO OWNER:
CITY OF TROY
9693 ROCHESTER RD
TROY MI 48085

PROJECT:
ROCHESTER RD. & SOUTH BLVD RD.
24" LOCK JOINT W/M REPAIR

APPLICATION NO: 1

Distribution to:

Form with checkboxes for OWNER, ARCHITECT, CONTRACTOR and a blank box.

FROM CONTRACTOR:
SBG DETROIT, INC
3411 FORT ST.
DETROIT, MI 48216

PERIOD 2/4/10 TO-2 /10/10

CONTRACT FOR: TIME & EQUIPMENT WORK

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Table with 2 columns: Description and Amount. Rows include ORIGINAL CONTRACT SUM, Net change by Change Orders, CONTRACT SUM TO DATE, TOTAL COMPLETED & STORED TO DATE, RETAINAGE (10% of Completed Work and 10% of Stored Material), TOTAL EARNED LESS RETAINAGE, LESS PREVIOUS CERTIFICATES FOR PAYMENT, CURRENT PAYMENT DUE, and BALANCE TO FINISH, INCLUDING RETAINAGE.

CONTRACTOR: SBG DETROIT INC

By: [Signature] Date: 2-11-10

State of: Michigan County of: Wayne
Subscribed and sworn to before me this 11th day of February, 2010
Notary Public: Christine A. Limeran
My Commission expires: 03/03/2015

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Table with 3 columns: CHANGE ORDER SUMMARY, ADDITIONS, DEDUCTIONS. Rows include Total changes approved in previous months by Owner (materials), Total approved this Month, TOTALS, and NET CHANGES by Change Order.

CONTINUATION SHEET

TASK ORDER 04

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 1
 APPLICATION DATE: 2/4/10
 PERIOD TO: 2/10/10

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

ITEM	DESCRIPTION OF WORK	UNIT	UNIT PRICE	TOTAL QUANTITY	TOTAL CONTRACT AMOUNT	PREVIOUS PERIOD			THIS PERIOD			TOTAL TO DATE	
						QUANTITY	ADDITIONAL QUANTITIES	AMOUNT	QUANTITY	ADDITIONAL QUANTITIES	AMOUNT	PERCENT COMPLETE	TOTAL AMOUNT
	LABOR:												
	Superintend	HR	\$88.00	0	\$ -			\$0.00			\$0.00	#DIV/0!	\$0.00
	Foreman	HR	\$71.50	25	\$ 1,787.500			\$0.00	25		\$1,787.50	100.000%	\$1,787.50
	Operator	HR	\$69.30	40	\$ 2,772.000			\$0.00	40		\$2,772.00	100.000%	\$2,772.00
	Laborer	HR	\$58.30	48	\$ 2,798.400			\$0.00	48		\$2,798.40	100.000%	\$2,798.40
	EQUIP.:												
	315 Cat BH	HR	\$141.90	22	\$ 3,121.800			\$0.00	22		\$3,121.80	100.000%	\$3,121.80
	Loader 938 Cat	HR	\$93.50	23	\$ 2,150.500			\$0.00	23		\$2,150.50	100.000%	\$2,150.50
	Service truck w/ Mechanic/welder	HR	\$95.00	9	\$ 855.000			\$0.00	9		\$855.00	100.000%	\$855.00
	430 Cat BH	HR	\$66.00	12	\$ 792.000			\$0.00	12		\$792.00	100.000%	\$792.00
	Generator	HR	\$27.50	154	\$ 4,235.000			\$0.00	154		\$4,235.00	100.000%	\$4,235.00
	3" Pump	HR	\$12.10	202	\$ 2,444.200			\$0.00	202		\$2,444.20	100.000%	\$2,444.20
	Utility Truck	HR	\$29.70	24	\$ 712.800			\$0.00	24		\$712.80	100.000%	\$712.80
	Miscellaneous and small tools	day	\$110.00	2	\$ 220.000			\$0.00	2		\$220.00	100.000%	\$220.00
	Air Compressor	HR	\$29.70	16	\$ 475.200			\$0.00	16		\$475.20	100.000%	\$475.20
	Single Axel Dump Truck / trailer / Driver	HR	\$104.50	0	\$ -			\$0.00			\$0.00	#DIV/0!	\$0.00
	Staalke truck w/driver	HR	\$95.00	5	\$ 475.000			\$0.00	5		\$475.00	100.000%	\$475.00
	Tench Box	WEEK	\$330.00	0	\$ -			\$0.00			\$0.00	#DIV/0!	\$0.00
	Steel Plates and sheeting (EA.)	WEEK	\$800.00	1	\$ 800.000			\$0.00	1		\$800.00	100.000%	\$800.00
	Train	HR	\$143.00	0	\$ -			\$0.00			\$0.00	#DIV/0!	\$0.00
	Low Boy/Driver	HR	\$143.00	0	\$ -			\$0.00			\$0.00	#DIV/0!	\$0.00
	SUB TOTAL				\$ 23,639.400						\$23,639.40		\$23,639.40
	G&A 15%				\$ 3,545.910						\$3,545.91		\$3,545.91
	TOTAL DUE				\$ 27,185.31			\$ -			\$27,185.31	#DIV/0!	\$27,185.31



Contract Modification

Resolution # 2009-03-080-F-4b

2/19/2010 12:57 PM

FieldManager 4.4a

Contract: ..09-02, 2008-09 Sanitary Sewer Extensions

Cont. Mod. Number 7	Revision Number	Cont. Mod. Date 2/19/2010	Electronic File Created No	Net Change \$30,000.00	Awarded Contract Amount \$639,200.00
Route		Managing Office City of Troy Eng Dept			District 07870
Contract Location City of Troy					

Short Description

Emergency Water Main Repair

Description of Changes

Emergency Water Main Repair to 24" water main at South Blvd. and Rochester Rd. Repair included removal and replacement of a 20' length of 24" concrete water main, Misc. sections 16" & 8" ductile water main, excavation of general roadway and excavation of utilities.

All Charges related are to be charged to the Emergency Repairs Funds
✓ Account # 591.537.555.7972.0001

Estimated cost below is based upon multiple quotes from Underground Contractors with work experience in & for The City of Troy. Quotes were submitted to and reviewed by the Water Department.

New Items

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg. ItemType	Proposed Quantity	Unit	Unit Price	Dollar Value
Emergency 24" Water Main Repair	8077050	0340	0340	06.401.5	0000 Extra	30.000	Ea	1,000.00000	\$30,000.00

Reason: Emergency Repair due to failure of a section of main line.

Total Dollar Value: \$30,000.00



Contract Modification

Resolution # 2009-03-080-F-4b

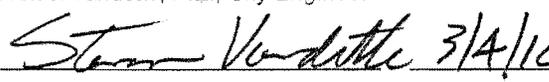
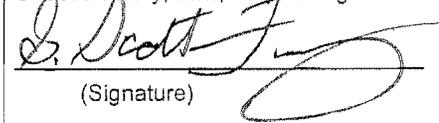
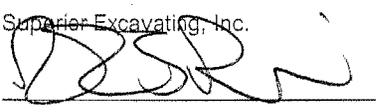
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FieldManager 4.4a

Project / Category Summary

Project/Catg	Project/Category Description	Federal Number	Project Status	Finance System	Control Section	Dollar Value
06.401.5	2008-09 Sanitary Sewer Extensions		XMPT	STUL		
	0000					\$30,000.00
Total:						\$30,000.00
Total Net Change Amount:						\$30,000.00

If authorized, the contractor agrees to do the work outlined above under the direction of the Engineer, and to accept as payment in full the basis of payment as indicated. Prime Contractor, you are authorized and instructed as the contractor to do the work described herein in accordance with the terms of your contract.

Steven J. Vandette, P.E., City Engineer  (Signature)	3/4/10 (Date)	G. Scott Finlay, P.E., Project Engineer  (Signature)	3/4/10 (Date)
Superior Excavating, Inc.  (Signature)	3/4/10 (Date)		