

CITY OF ARDMORE
Finance Department

Council Letter No. 4202
Meeting Date: August 6, 2018

Mayor and City Commission
City of Ardmore, Oklahoma

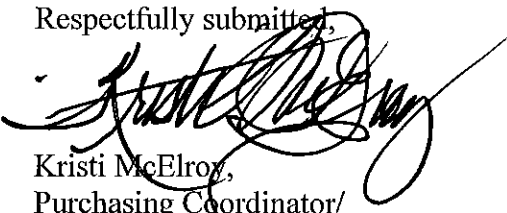
Re: Permission to approve Change Order 2 with Wynn Construction

Dear Commission Members:

The City of Ardmore entered an agreement with Wynn Construction for the Streetscape project on Main St. Change Order 2 modifies the existing contract to allow the City to determine they type and frequency of construction testing. This will result in no increase or decrease in the original contract amount.

Staff respectfully, recommends the approval of Change Order 2 with Wynn Construction.

Respectfully submitted,



Kristi McElroy,
Purchasing Coordinator/
Grant Administrator

Reviewed by: _____



City Manager

Date of Issuance: 5-31-18	Effective Date: 5-31-18
Owner: City of Ardmore	Owner's Contract No.: 17-900
Contractor: Wynn Construction, Inc.	Contractor's Project No.: 17-736
Engineer: LandPlan Consultants	Engineer's Project No.: 566.00
Project: Ardmore East Main Streetscape, Phase I	Contract Name: Agreement Between Owner & Contractor for Construction

The Contract is modified as follows upon execution of this Change Order:

Description:

The construction testing will be provided by the owner instead of the contractor and the frequency of testing will be dictated by the owner. The contractor had not included the cost of testing in his bid per the general conditions that said that the testing was to be provided by the owner.

Attachments: [List documents supporting change] revised testing specification

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: <u>\$ 3,422,341.50</u>	Original Contract Times: (based on May 7, 2018 start date) Substantial Completion: <u>February 1, 2019</u> Ready for Final Payment: <u>March 13, 2019</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : <u>\$ 29,555.80</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial Completion: <u>no change</u> Ready for Final Payment: <u>no change</u> days
Contract Price prior to this Change Order: <u>\$ 3,451,897.30</u>	Contract Times prior to this Change Order: Substantial Completion: <u>no change</u> Ready for Final Payment: <u>no change</u> days or dates
[Increase] [Decrease] of this Change Order: <u>\$ no change</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>no change</u> Ready for Final Payment: <u>no change</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 3,451,897.30</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>no change</u> Ready for Final Payment: <u>no change</u> days or dates

RECOMMENDED:		ACCEPTED:	
By: <u>Barbara Tartar, ASLA</u>	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Project Manager</u>	Title: <u>Mayor</u>	Title: _____	Title: _____
Date: <u>5/31/18</u>	Date: _____	Date: _____	Date: _____

DOCUMENT 01 41 00
TESTING LABORATORY SERVICES

PART 1 GENERAL

1.1 SUMMARY

- A. This Section describes testing, to be provided by the **owner and the contractor** and inspecting to be provided by Owner; plus cooperation required of the testing agency as mutually agreed upon by the owner and contractor and others inspecting the work.

- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Requirements for testing may be described in various Sections of these Specifications.
 - 3. Where no testing requirements are described, but Owner decides that testing is required, Owner may require such testing to be performed under current pertinent standards for testing. Payment for such testing will be made as described in this Section.
 - 4. Oklahoma Department of Transportation Construction Manual-- Appendix 700A

1.2 QUALITY ASSURANCE

- A. The testing laboratory will be qualified to the Owner's approval in accordance with ASTM E 329.

- B. The **Owner** shall coordinate Quality Assurance Testing in accordance with the AASHTO Accreditation Program and as required by ODOT standard specifications and ASTM specifications for this type of project.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Promptly process and distribute required copies of test reports and related instructions to assure necessary re-testing and replacement of materials with the least possible delay in progress of the Work.

Part 2 - PRODUCTS

2.1 PROOF OF MATERIALS TESTING

- A. Materials to be incorporated into the work shall be tested, using suitable laboratory and source quality control tests, as indicated in individual specification Sections, to prove their compliance with the Contract Documents.

- B. Proof of materials testing shall be paid for by the **Contractor**.

2.2 PROOF OF CONSTRUCTION TESTING

- A. Completed construction shall be tested, using suitable in-situ and laboratory tests, as indicated in individual specification sections or as recommended by Engineer or required by Owner, to prove compliance of completed work with the Contract Documents.

- B. All construction testing will be paid for by the **Owner**.

- C. Any paving that is placed over untested or failed test subgrade or aggregate base shall be removed and replaced at the contractor's expense.

2.3 CODE COMPLIANCE TESTING

- A. Inspections and tests required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid for by **Contractor**, unless otherwise provided in the Contract Documents.

2.4 CONTRACTOR'S CONVENIENCE TESTING

- A. Inspecting and testing performed exclusively for Contractor's convenience shall be sole responsibility of Contractor.

Part 3 - EXECUTION

3.1 COOPERATION WITH TESTING LABORATORY

- A. Representatives of the testing laboratory shall have access to the Work at all times and at all locations where the Work is in progress. Provide facilities for such access to enable the laboratory to perform its functions properly.

3.2 TAKING SPECIMENS

- A. Specimens and samples for testing, unless otherwise provided in the Contract Documents, shall be taken by testing personnel. Sampling equipment and personnel will be provided by the testing laboratory. Deliveries of specimens and samples to the testing laboratory.

3.3 SCHEDULES FOR TESTING

- A. Establishing schedule:
 - 1. By advance discussion with testing laboratory selected by Owner, determine the time required for laboratory to perform tests and to issue findings.
 - 2. Provide all required time within the construction schedule.
- B. Revising schedule: When changes of construction schedule are necessary during construction, coordinate all such changes with the testing laboratory as required.
- C. Adherence to schedule: When the testing laboratory is ready to test according to the established schedule, but is prevented from testing or taking specimens due to incompleteness of the work, all extra charges for the testing attributable to the delay may be back-charged to the Contractor and shall not be borne by the Owner.

3.2 FREQUENCY OF TESTING

- A. All subgrade and base material shall be compacted to the specified density and tested prior to replacing paving. This includes, but not limited to: Standard bedding material, aggregate base, compacted subgrade.

Frequency of and location of testing will be determined by the Owner.

B. Concrete testing shall include:

Slump

Air content

Compressive Strength Test – 4 cylinders per test

Temperature

Note on testing report any additional water added on site

Frequency of and location of testing will be determined by the Owner.

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