

CITY OF ARDMORE
Parks and Recreation Department

Council Letter No. 4422
Meeting Date: May 20, 2019

Mayor and City Commission
City of Ardmore, Oklahoma

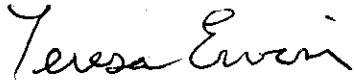
Re: Approval of a contract between the City of Ardmore and D&S
Engineering Labs LLC for testing relating to The Clubhouse

Dear Commission Members:

Staff respectfully requests approval of the contract for Professional Services between the City of Ardmore, and D&S Engineering Labs LLC for testing related to The Clubhouse at Regional Park in an amount not to exceed \$45,500 forty five thousand and five hundred dollars from the reserve management fund and authorize the mayor to execute necessary documents.

D&S Engineering Labs LLC will perform all the field studies and confirm they meet the required standards, prepare reports and provide a compliance letter.

Thank you for your consideration.



Teresa Ervin
Parks and Recreation Director

Reviewed by: 
City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and enter into this 24th day of April, 2019 between the City of Ardmore, Oklahoma (hereinafter called the CITY), and D&S Engineering Labs LLC (hereinafter called the ENGINEER), is as follows:

WHEREAS, the City desires to contract for professional engineering, geotechnical and laboratory services relating to the City of Ardmore Clubhouse Project in accordance with this agreement;

WHEREAS, the City Commission of the CITY, has provided funds for engineering fees in the amount not to exceed of \$45,500;

NOW, THEREFORE, in consideration of their mutual covenants, promise and agreements of the parties hereinafter set forth, to be kept and performed by them, it is hereby contracted and agreed:

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 The ENGINEER warrants that field studies, sampling, laboratory analyses, studies, calculations, drawings, and reports including compliance letter prepared by the ENGINEER will adhere to the prevailing standards of professional engineering and laboratory practice for the purposes of materials and construction quality assurance set forth by the CITY.

1.2 After written authorization by the CITY to proceed with the work, the ENGINEER shall mobilize all equipment, material and manpower necessary to provide the requisite services of testing, construction observation and reporting, as follows:

1.3 To provide the appropriate personnel to perform the below construction materials services, as the project progresses

1.3.1 Earthwork

- Obtain and perform laboratory moisture/density relations (ASTM 0698) and soil classification tests (liquid limit, plastic limit and percent finer than no. 200 sieve analysis) for each soil type
- Perform in-place moisture/density tests at the proposed rate of 1/5,000 square feet for building pad and paving areas; and 1/150 linear feet for trench utility backfill, retaining wall backfill, and grade beam backfill per lift, with a minimum of 2 tests per lift

1.3.2 Asphalt Paving.

- Determine roll patterns for placement of the proposed HMAC pavement surface
- Perform one extraction/gradation test per HMAC placement
- Obtain Asphaltic Cores for density and thickness verification at the assumed rate of 1/15,000 square feet

1.3.3 Drilled Shaft Installation. Excavation observation of the drilled shafts which will include:

- Excavation observation of the drilled shaft to include record diameter of the drilled shaft,
- Record top and bottom pier elevations (information obtained from plans or provided by contractor),
- Record depth to the bearing stratum,
- Record if casing was used and plumbness thereof,
- Record reinforcing steel cage length, bar quantity and size and
- Record condition of drilled shaft excavation before concrete placement

1.3.4 Reinforcing Steel. Perform reinforcing steel observation which will include:

- verify number and size of bars
- verify clearance between bars and spacing
- verify securing, tying and chairing of bars

1.3.5 Cast-In-Place Concrete and Shotcrete Placement. Perform testing during concrete placements, which will include:

- perform ambient and concrete temperature determinations
- perform entrained air content determination
- perform slump determination
- Cast concrete test cylinders at the proposed rate of 4/100 cubic yards of concrete placed for pavement and building concrete, or fraction thereof placed per day
- Compressive strength determination of concrete test cylinders with one tested at 7 days, two tested at 28 days and one held in reserve
- Make test panels and test 3 concrete cores per panel for every 50 cubic yards of shotcrete mixture placed

1.3.6 Masonry. Perform testing during masonry operations which will include:

- Ambient mortar and grout temperature determinations

- Cast grout prisms at the proposed rate of 4 per set shall be made during the first day of masonry work and for every 5,000 SF of wall (or less) thereafter
- Compressive strength determination of grout prisms with one tested at 7 days and three tested at 28 days

1.3.7 Structural Steel. Perform visual observation on welded and bolted connections

1.3.8 Structural Wood. Perform visual observation on structural wood framing

SECTION 2 - ADDITIONAL SERVICES OF THE ENGINEER

2.1 The CITY may authorize at their option, the Engineer to furnish or obtain from others additional services which are not considered normal or customary Basic Services, due to change ordered by the CITY, or due to causes beyond the control of the ENGINEER. The services shall be paid for by the CITY based on the fee as established in Section 5. Such additional services shall not be performed until authorized in writing by the City Manager of Ardmore.

SECTION 3 - CITY'S RESPONSIBILITIES

3.1 The CITY shall assist the ENGINEER by placing at his disposal all available information pertinent to the PROJECT.

3.2 Furnish to the ENGINEER, as required by him for the performance of his Basic Services, data prepared by or services of others, such as core boring, probing and sub-surfaces explorations, laboratory tests and inspections of samples; all of which the ENGINEER may rely upon in performing his services. The CITY shall also furnish all ownership documents to assist the ENGINEER in writing legal descriptions as applicable.

3.3 Guarantee access or make provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services.

3.4 Designate in writing a person to act as the CITY's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY'S policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.

3.5 Provide the ENGINEER not less than 24 hours advance notice of testing or inspection requirements to facilitate ENGINEER'S preparedness and response.

SECTION 4 - PERIOD OF SERVICE

4.1 The services called for in this agreement shall continue through the duration of the construction of the Clubhouse Project or through June 30, 2020 whichever occurs first. Individual tasks, tests and reports will be completed and received by the CITY in a timely manner which does not unduly delay the construction in progress.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 The CITY shall pay the ENGINEER for Basic Services rendered under Section 1 an engineering fee at the rates shown in Attachment "A" hereto, the total of which work and fee shall not exceed \$45,500 without prior approval from the CITY. The fee basic services shall be inclusive of all cost incurred by the Engineer in providing his services and shall include expenses for the use of consultants, material, and supplies and similar costs. It should be noted that Attachment "A" is preliminary and will be adjusted to combine or waive trip charges whenever possible an estimate based on the construction documents. The ENGINEER will bill for services rendered per the fees stated in Attachment "A".

5.2 The Engineer shall submit statements for Basic Services as per Section 5.1. The Engineer shall submit monthly statements for additional services rendered to date. The monthly statements will be based upon the work performed and submitted to the CITY for acceptance and approval.

5.3 The Engineer shall submit a proposal for the total costs of any additional services as contemplated by Section 2, and upon approval of the costs for additional services by the City Manager, the City Manager may issue a notice to the Engineer to proceed with additional services.

SECTION 6 - GENERAL CONDITIONS

6.1 This Agreement may be terminated by the CITY by giving written notice to the Engineer at least thirty (30) calendar days prior to the effective date of termination.

6.2 In the event the City shall terminate or abandon the engineering service contracted for by this Agreement or abandon any portion of the PROJECT for which services have already been performed the following provisions shall govern:

(a) In the event the City shall abandon all or any part of the services to be rendered by the ENGINEER, the ENGINEER shall be notified in writing. Immediately upon receiving such notice, the ENGINEER shall discontinue the work abandoned by the CITY under this Agreement and shall proceed to close and terminate operations.

(b) Upon the CITY'S termination or abandonment of the ENGINEER'S Services, the ENGINEER shall deliver to the CITY all drawings, specifications, reports and studies, and magnetic media theretofore completely or partially completed by him together with all unused materials advanced or supplied by the CITY and appraise the work he has completed and appraisal to the CITY for evaluation.

(c) If this Agreement is terminated by the CITY upon the completion of any phase of the Basic Services, progress payments due to the ENGINEER for services rendered through such phase shall constitute total payment for such services. If this Agreement is terminated by CITY during any phase of the Basic Services, the ENGINEER will be paid for services rendered during that phase on the basis of payroll costs times a factor of 2.5 for services rendered during that phase to date of termination by principals and employees assigned to the PROJECT except payment shall not exceed the prorated value of completed work for such phase as compared to the full value of said phase.

6.3 All documents or copies thereof including, but not limited to tracings, drawings, estimates, field notes, investigations, design analysis, and studies which are prepared in the performance of this Agreement are to be delivered to the CITY before final payment is made to the ENGINEER, if requested by the CITY. The ENGINEER shall supply the CITY with reproducible on mylars and may keep copies of the above-mentioned documents. The ENGINEER shall endorse, by his professional engineering seal, all plans, specifications, and engineering data furnished by him.

6.4 The ENGINEER shall obtain and maintain during the during the course of this Agreement with the CITY, at the sole expense of the ENGINEER, such insurance as shall protect the City from all claims, under the Governmental Tort Claim's Act, from all claims, for bodily injury, death or performance of engineering services to be rendered hereunder by the ENGINEER or any of his employees. The ENGINEER shall furnish certificates of insurance to the City providing for at least ten (10) days notice to the City of cancellation as follows:

Worker's Compensation and Employers Liability	Limits-Statutory
Comprehensive General Liability	\$1,000,000 single limit coverage
Automobile Liability, and Errors and Omissions Coverage	\$1,000,000 single limit coverage

6.5 Engineer shall and does hereby agree to indemnify and hold harmless the CITY from any and all damages, loss or liability of any kind whatsoever, by reason of injury to property or third persons occasioned by any error, omission or negligent act of Engineer, its officers, agents, employees, invitee and other persons for whom it is legally liable, with

regard to the performance of this Agreement, and Engineer will, at its cost and expense, defend and protect the CITY OF ARDMORE against any and all such claims and demands, including claims alleging unauthorized use of or violations of any protected or patented process or product.

6.6 The CITY and ENGINEER each binds himself and his partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY nor ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CITY and ENGINEER.

6.7 This Agreement shall be in full force and effect only when it has been approved by the CITY, and when executed by its duly authorized officials.

6.8 No Extra Clause. No claims for extra work or services of any kind or character shall be recognized by or be binding on the CITY unless such work or services be first approved in writing by the CITY.

6.9 This agreement shall be interpreted by Oklahoma law and venue for any litigation will be in the District Court of Carter County, Oklahoma or the US District Court for the Western District of Oklahoma.

[continued on next page]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the respective dates indicated below.

D&S ENGINEERING LABS LLC

["ENGINEER"]

[Handwritten Signature]

4-24-19

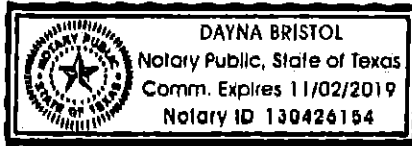
Signature of Managing Member

Date Signed

ATTEST:

[Handwritten Signature]

Corporate Secretary/Member



CITY OF ARDMORE, OKLAHOMA

["CITY"]

Signature of Mayor

Date Signed

ATTEST:

City Clerk

Approved as to form and legality this ___ day of _____, 2019.

Office of the City Attorney

Approved by City Commission and Mayor of the City of ARDMORE, this _____ day of _____, 2019.

City Clerk

ATTACHMENT "A"
BUDGET ESTIMATE OF REQUIRED ENGINEERING, LABORATORY,
AND
OBSERVATION SERVICES, COMPUTATION OF TOTAL FEE
AND

TABLE OF APPROVED UNIT PRICES
 Pertaining to the Clubhouse Project, Ardmore, Oklahoma
 Based Upon D&S Engineering Labs Proposal No:P19.389

Earthwork Observation & Testing Paving & Utilities (Civil, Recreational Site, and miniature Golf Course)				
Item	Quantity	Unit	Unit Rate	Total
Moisture Density Relations (ASTM 0698 Method A or B)	6	ea	\$160.00	\$960.00
Moisture Density Relations (ASTM 0698 Method C)	1	ea	\$170.00	\$170.00
Atterbel'Q Limits	6	ea	\$60.00	\$360.00
Minus 200 Sieve Analysis	6	ea	\$40.00	\$240.00
Sieve Analysis	1	ea	\$85.00	\$85.00
In-Place Moisture-Density Tests (Pavino), Min 3 oer trio	98	ea	\$15.00	\$1,470.00
In-Place Moisture-Density Tests (Utilities), Min 3 oer trio	57	ea	\$15.00	\$855.00
Engineerino Soils Technician- Paving (Min. 3 hrs per trip)	42	ea	\$45.00	\$1,890.00
Engineerino Soils Technician- Utilities (Min. 3 hrs per trip)	18	ea	\$45.00	\$810.00
Trio Charge	20	Trip	\$0	\$0
Estimated Total of Earthwork Services for Paving & Utilities				\$6840.00

Concrete Observation & Testing- Paving (Civil, Recreational Site and Miniature Golf Course)				
Item	Quantity	Unit	Unit Rate	Total
Concrete Test Cvllinders (4 oer set)	88	ea	\$20.00	\$1,760.00
Engineering Concrete Technician (Min. 3 hrs per trip) (includes reinforcing observation & cvllinder oick up)	100	hour	\$45.00	\$4,500.00
Trio Charge	30	Trio	\$0	\$0
Estimated Total for Concrete Services for Paving:				\$6260.00

Asphalt Observation & Testing (Civil Plans)				
Item	Quantity	Unit	Unit Rate	Total
Set RollinQ Patterns	12	hour	\$65.00	\$780.00
Nuclear Density Gauge Equipment Rental Fee	2	day	\$100.00	\$200.00
AC Content with Sieve Analysis	2	ea	\$185.00	\$370.00
Asphalt Corino Mobilization Fee	1	ea	\$350.00	\$350.00

Asphalt Pavement Cores	7	ea	\$75.00	\$525.00
Density of Asphalt Pavement Cores	7	ea	\$30.00	\$210.00
Asphalt Cores Disposal Fees	7	ea	\$30.00	\$210.00
Trip Charge	2	Trip	\$0	\$0

Estimated Total for Asphalt Services:

\$2,645.00

Shotcrete Testing (Civil Plans)

Item	Quantity	Unit	Unit Rate	Total
Test Concrete Cores	6	ea	\$65.00	\$390.00
Engineering Technician (Min. 3 hrs. per Trio)	6	hour	\$40.00	\$240.00
Trio Charge	2	Trio	\$65.00	\$130.00

Estimated Total for Shotcrete Testing :

\$760.00

Earthwork Observation & Testing Building Pad (The Clubhouse, Go-Kart, Pit Building & Go-Kart Shop Building)

Item	Quantity	Unit	Unit Rate	Total
Moisture Density Relations(ASTM D698- Method A or B)	3	ea	\$160.00	\$480.00
Atterberg Limits	3	ea	\$60.00	\$180.00
Minus 200 Sieve Analysis	3	ea	\$40.00	\$120.00
In Place Moisture-Density Tests, Min 3 per Trip	91	ea	\$15.00	\$1,365.00
Engineering Soils Technician (Min. 3 hrs. per Trip)	37	hour	\$45.00	\$1,665.00
Trip Charge	8	Trip	\$25.00	\$200.00

Estimated Total for Earthwork Services:

\$4,010.00

Drilled Shaft Observations (The Clubhouse, Go-Kart Pit Building, Go-Kart Shop Building & Treehouse)

Item	Quantity	Unit	Unit Rate	Total
Concrete Test Cylinders (4 per set)	36	ea	\$20.00	\$720.00
Sr. Engineering Technician (Min. 3 hrs per trio) Senior	92	hour	\$55.00	\$5,060.00
Engineer (PE)	3	Trip	\$155.00	\$465.00
Trip Charge	14	Trip	\$0	\$0

Estimated Total for Drilled Shaft Services:

\$6,245.00

Concrete Observations & Testing Building (The Clubhouse, Go-Kart Pit Building, Go-Kart Shop Building)

Item	Quantity	Unit	Unit Rate	Total
Concrete Test Cylinders (4 per set)	40	ea	\$20.00	\$800.00
Engineering Concrete Technician (Min. 3 hrs per trip)	48	hour	\$45.00	\$2,160.00
Trip Charge (Includes reinforcing Observation & Cylinder Pickup)	15	Trip	\$0	\$0

Estimated Total for Concrete Services:

\$2,960.00

Masonry Observations & Testing (The Clubhouse, Go-Kart Pit Building, Go-Kart Shop Building)				
Item	Quantity	Unit	Unit Rate	Total
Grout Prisms (4 per set)	20	ea	\$35.00	\$700.00
Engineering Technician (Min. 3 hrs per trio)	30	hour	\$65.00	\$1,950.00
Trio Charge (Includes Observation & masonry pick up)	10	Trio	\$0	\$0
Estimated Total for Masonry Services:				\$2,650.00

Structural Steel Observation (The Clubhouse & Go-Kart Pit Building)				
Item	Quantity	Unit	Unit Rate	Total
CWI Visual Observation (Min. 5 hrs. per trip)	21	hour trip	\$65.00	\$1,365.00
Trip Charge	4		\$95.00	\$380.00
Estimated Total for Structural Steel Services:				\$1,745.00

Structural Wood Observation (Go-Kart Shop Building & Treehouse)				
Item	Quantity	Unit	Unit Rate	Total
Structural Wood Observation	15	hour trip	\$65.00	\$975.00
Trio Charge	3		\$95.00	\$285.00
Estimated Total for Structural Wood Services:				\$1,260.00

Item	Quantity	Unit	Unit Rate	Total
Project Set Up Fee	1	ea	\$100.00	\$100.00
Sr. Project Manager, Site Visits, Report Review, etc. Project Administration, Two Reports.Etc.	22	hour	\$90.00	\$1,980.00
		%	10	\$3,975.00
Estimated Total for Project Manager/Administration Services:				\$6,055.00

Estimated Total for Above Services:	\$41,430.00
Total Fee Not to Exceed	\$45,500.00

The Engineer shall invoice and be paid for the actual services, tests and observation tasks, authorized by the Project Manager and performed, according to the unit prices shown above. A compliance letter will be submitted from the Engineer upon compliance and the exact quantities of units of work may vary from this estimate but that the total authorized fee shall not exceed \$45,500 without prior approval.
END OF ATTACHMANET "A"