



CONSTRUCTION MATERIALS TESTING CONTRACT FEE PROPOSAL

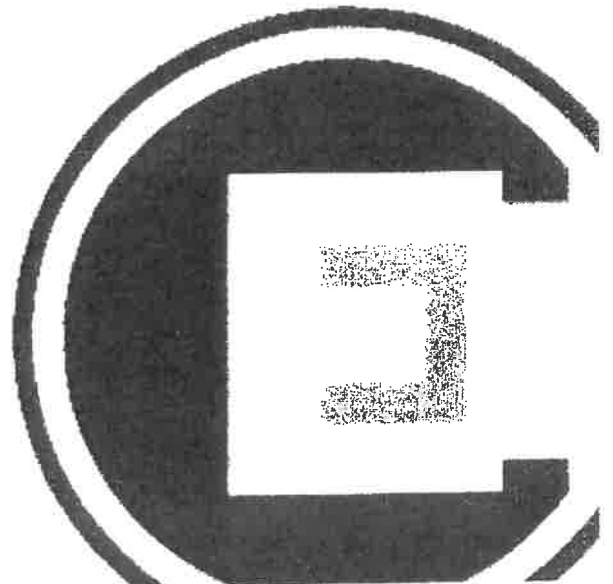
FOR

JASON OLSEN
PARKS AND RECREATION DIRECTOR
CITY OF NORMAN

CITY OF NORMAN - YOUNG FAMILY ATHLETIC CENTER
NORMAN, OKLAHOMA

NOVEMBER 19, 2021

CEC Corporation
4555 W. Memorial Rd
Oklahoma City, OK 73142
Phone: 405.753.4200 | Fax: 405.260.9524
www.connectcec.com



INTRODUCTION

CEC Corporation is pleased to offer the following proposal to provide Construction Materials Testing Services for The City of Norman, Young Family Athletic Center in Norman, Oklahoma. This proposal includes all costs associated with the materials testing requested.

GENERAL SCOPE OF SERVICES

The following scope of services is proposed to provide materials testing services as follows:

- Soils and Aggregates
 - In Place Nuclear Density Test
 - Soil Classifications (Atterberg Limits and Sieve Analysis)
 - Standard/Modified Proctor
- Concrete
 - Fresh Tests including Slump, Temperature & Air
 - Fabrication of Concrete Strength Test Specimens
 - Compressive Strength
- Asphalt
 - In Place Nuclear Density Test
 - HMA samples
- Special Inspections

SCHEDULING

Materials testing services will be coordinated between CEC Corporation dispatch and the specified field superintendent. As stated in the contract documents the contractor has a responsibility to notify CEC at least 48 hours in advance when work requires testing or inspection of work performed. CEC is not liable for tests or scheduled services that were not properly communicated and scheduled through CEC dispatch.

Testing requests for services should be submitted to CEC dispatch 405.753.6842 for our Oklahoma City office.

REPORTING

Reporting will be completed by CEC's in-house construction materials software. The reports will be forms that indicate and interpret test results of material for compliance with requirements in the contract documents. Results will be reported promptly to the owner and contractor of any deficient tests or irregularities are observed. Verbal results (if applicable) can be provided as results are obtained directly from technicians to specified field personnel. Reports will be submitted to the owner, contractor and other authorities having jurisdiction that include interpreted results noting any deviations from specifications. A final report of special tests and inspections will be submitted upon substantial completion including a list of unresolved deficiencies.

ADDITIONAL SERVICES

If there should be a change in project scope that leads to additional work or additional services are requested by the client, we will negotiate a fee to provide the changes or additional services prior to commencing the work.


COMPENSATION

The above-described field and laboratory construction materials testing and special inspection services, will be performed based on the unit rates on the actual tests performed as requested by the client. Refer to the testing breakdown attached to this proposal for the estimated number of tests and unit prices. This document is a scope and fee proposal.

We sincerely appreciate the opportunity to submit this engineering contract fee proposal. This proposal is prepared for the exclusive use of CEC and The City of Norman for the specific application to the project discussed herein and has been prepared in accordance with generally accepted construction materials testing practices within the constraints of the client's directive. If the terms are agreeable, please respond with written approval via email (josh.black@connectcec.com) or at the address listed on the cover page. If you have any questions or need additional information, please call me at 405.535.8232.

Submitted for approval by:

Accepted by:



Josh Black, P.E.
CM Practice Leader

Date: 11/19/2021

By: _____

Print: _____

Date: _____

Title: _____

Address: _____

Phone: _____

Notes:

1. The fee shall be invoiced by CEC on a progressive basis either monthly or in accordance with formal design review submissions and monthly construction progress as directed by CLIENT.
2. The fee presented is based on current hourly rates and is valid if contracted within 90 days from the date listed on the cover sheet.
3. CEC reserves the right to revisit the proposal scope and fee should the project be placed on hold for more than 90 days.

STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These Standard Terms and Conditions, together with the attached proposal, make up the Agreement between the named Client and CEC Corporation (CEC). Before countersigning the Agreement or verbally authorizing work, be sure you read and understand its contents, which deal with the allocation of risks and duties between the Client and CEC.

1. **Scope.** The scope of work for the Engineering services to be provided is specifically set forth in the attached proposal, submitted to Client by CEC. If Client requests a change in the scope of the Services to be provided, CEC reserves the right to revise delivery schedules and make an equitable adjustment to the price. Client acknowledges and agrees that CEC is providing the Services only and is not providing or participating in the provision of any product(s). CEC will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation, (b) outside its area of expertise, or (c) in violation of any applicable laws, codes or regulations.

2. **Standard of Care.** CEC will perform the services limited to and in accordance with the skill and care ordinarily used by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. The Client will give CEC a reasonable opportunity to correct these deficiencies.

3. **Client's Responsibilities.** Client will provide permits, licenses, approvals and consents necessary for performance of the services, except those maintained by CEC for its ordinary conduct of business. Client will provide CEC with all reasonably available documents that are related to the services, including information related to hazardous materials or other environmental and geotechnical conditions at the site. Before CEC performs any subsurface activities, the Client will provide all available information concerning underground services, conduits, pipes, tanks, other facilities and obstructions at the site. CEC will rely on the documents and information provided by the Client. The Client grants CEC and its sub-consultant(s) permission to enter the site to perform the services. If the site is owned by others, the Client represents and warrants that the owner has granted permission for CEC to enter the site and perform the services. Client will provide CEC with written verification of site access permission upon request.

4. **Payment.** Client will compensate CEC for the services at its standard rates, and reimburse its expenses. CEC will submit periodic invoices that are due upon receipt regardless of Client's receipt of payments from third parties. The Client will notify CED in writing within 10 days of any disputed item on the invoice and pay all undisputed items within 30 days from invoice date. CEC may terminate its services upon 10 days written notice any time payment is overdue on any account with the Client. Client agrees to pay for all services through termination. If collection action against Client is necessary, CEC may be entitled to any Court ordered reasonable attorneys' fees and costs. CEC reserves the right to withhold final reports, letters of compliance, or any other relevant document until all past due invoices have been paid. The attached price list shall be adjusted annually as of the date of execution for the agreement.

5. **Limits on CEC Responsibility.** CEC will not be responsible for the acts or omissions of any others, except for its employees and sub-consultant(s). CEC will not supervise, direct, or have

control over any contractor's work. CEC will not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Client acknowledges that CEC does not warrant or guarantee the approval or receipt of any governmental permits or approvals, or the time to obtain such permits or approvals.

6. **Changed Conditions.** The Client acknowledges that encountered conditions may differ considerably from those anticipated, that laws and regulations are subject to change, and that regulatory requirements may be unpredictable. CEC will notify the Client if additional services, costs or time become necessary due to any of these factors and the parties will negotiate appropriate changes to the scope of services, compensation and schedule. In the event of an emergency, CEC may take immediate steps to protect public safety, health and the environment, and will be equitably compensated for its work by the Client. CEC will not be responsible for delays, failures to perform or extra costs due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions by the Client, or any other causes beyond CEC's reasonable control. The Client will compensate CEC for any increase in its costs resulting from these factors.

7. **Documents and Information.** All documents, data, calculations and work papers prepared or furnished by CEC are instruments of service and will remain CEC's property. Designs reports, data and other work product delivered to or on behalf of the Client are for Client's use only for the limited purposes disclosed to CEC and subject to Client paying for the services to provide said work product. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk and Client agrees to indemnify CEC against any liabilities resulting therefrom. Any technology, methodology, or technical information learned or developed by CEC will remain its property.

8. **Confidentiality and Subpoenas.** Information about this Agreement and CEC's services and information provided by the Client about the services will be maintained in confidence and will not be disclosed to others without the Client's consent, except as CEC believes is necessary to perform its services, comply with professional standards to protect public safety, health and the environment, and to comply with laws and court orders. CEC will make reasonable efforts to notify the Client prior to any disclosure except as necessary to perform its services. Information available to the public and unprotected information acquired from third parties will not be considered confidential.

9. **Insurance.** During the work, CEC will maintain workers' compensation, commercial general liability, automobile liability, and professional liability insurance in the following minimum amounts: Workers' compensation statutory amount; General liability \$1,000,000 per occurrence, \$2,000,000 aggregate; Auto liability \$1,000,000 per accident; Professional liability \$5,000,000 aggregate. CEC will furnish certificates of insurance upon request. CEC will purchase project specific insurance at Client request if it is commercially available and Client pays the premium and the costs to obtain the additional insurance.

10. Limitation of Liability. No claim will be valid if presented to CEC more than ten (10) years after substantial completion of the services or, if sooner, the applicable statute of limitations period. CEC will not be liable for lost profits, loss of use of property, diminution of value of property or goods, delays, cost to obtain replacement samples, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages unless caused by gross negligence or misconduct. CEC shall not be liable for any special or consequential damages suffered by the client arising out of the services hereunder unless caused by gross negligence or misconduct. Special or consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of use on any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

11. Disputes. All disputes between the Client and CEC shall be subject to non-binding mediation. Either party may demand mediation by serving written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring the matter be mediated within forty-five days of service of notice. The mediation shall be administered by such person or organization as the parties may agree on. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five days after service of notice.

12. Assignment. Client may not assign the Agreement between CEC and Client without the prior written consent of CEC. CEC shall provide written notice before assigning or transferring the Agreement to another entity.

13. Delivery/Force Majeure. CEC shall have no liability for delays or any other breach of its obligations resulting from an Act of God, war, riot, explosion, accident, act of government, work stoppage, default of subcontractor or supplier of materials, or any other cause beyond the reasonable control of CEC.

14. Other. This Agreement shall be governed by Oklahoma law. This Agreement becomes effective when fully executed by all parties and will remain in effect as defined by the requirements of the work. The above terms and conditions regarding Limitation of Liability and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause. Any amendment to this Agreement must be in writing, signed by the parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by the Client. If these Terms and Conditions have been provided to you, CEC must receive this fully executed document or written authorization to commence services. The provisions of this Agreement are severable; if any provision is unenforceable, it shall be appropriately limited and given effect to the extent that is enforceable. Headings in these Terms and Conditions are for convenience only and do not form a part of the agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties.



Materials Testing Services Fee Proposal

City of Norman - Young Family Athletic Center

Category	Test or Charge Type	Quantity	Price	Unit	Total
Soil	Soil Classification (ASTM D2487, includes Atterberg Limits and Sieve Analysis) (Soil)	12	\$ 125.50	Each	\$ 1,506.00
Soil	Standard Optimum Moisture-Density Relationship (ASTM D698/AASHTO T99) (Soil)	12	\$ 153.75	Each	\$ 1,845.00
Soil	In Place Nuclear Density Test (ASTM D6938/AASHTO T310)	1650	\$ 44.50	Each	\$ 73,425.00
	Soil Classification (includes Atterberg Limits and Sieve Analysis) (Soil Aggregate)	2	\$ 125.50	Each	\$ 251.00
Soil	Standard Optimum Moisture-Density Relationship (ASTM D698/AASHTO T99) (Soil Aggregate)	2	\$ 159.75	Each	\$ 319.50
Asphalt	HMA(includes Extraction, Gradation, Rice Gravity, and Lab Molds (Superpave, Hveems, Marshall))	4	\$ 450.00	Each	\$ 1,800.00
Asphalt	Asphalt In Place Nuclear Density Test (ASTM D6938/AASHTO T310)	20	\$ 47.25	Each	\$ 945.00
Concrete	Fabrication of Concrete Strength Test Specimens (Slump, Temp & Air included) (AASHTO T23/ASTM C31)	125	\$ 105.00	Set - up to 6 cylinders	\$ 13,125.00
Concrete	Compressive Strength of Concrete Test Specimens (AASHTO T22/ASTM C39)	125	\$ 14.75	Each	\$ 1,843.75
Concrete	Slump Test (ASTM C143/AASHTO T119)	20	\$ 26.50	Each	\$ 530.00
Concrete	Air Test (ASTM C138/AASHTO T152)	20	\$ 39.35	Each	\$ 787.00
Special Inspection	Structural Steel Inspection (4 Hr. Min.)	40	\$ 65.00	Hour	\$ 2,600.00
Special Inspection	Proof Roll and Reinforcing Steel Inspection (2 Hr. Min.)	300	\$ 65.00	Hour	\$ 19,500.00
Masonry	Compressive Strength of Grout Specimens (ASTM C1019)	10	\$ 139.00	Each	\$ 1,390.00
Masonry	Compressive Strength of Mortar Specimens (ASTM C780)	10	\$ 118.00	Each	\$ 1,180.00
Trip Charges	Trip Charge OKC/Tulsa Metro Area	200	\$ 30.00	Trip	\$ 6,000.00
Concrete	Floor Flatness/Floor Levelness	124000	\$ 0.10	Sq Ft	\$ 12,400.00

Total = \$ 139,447.25