



WEST DES MOINES WATER WORKS BOARD OF TRUSTEES MEETING COMMUNICATION

DATE: July 20, 2022

ITEM:

- 6. Recommendations from Staff
 - b. Motion – Approving the Contract with Team Services for Materials Testing through July 1, 2023

SUMMARY:

Approval of this contract with Team Services will lock construction inspection and testing services prices for West Des Moines Water Works through July 1, 2023. Water Works uses construction inspection and testing services for soil compaction and concrete strength testing for materials quality control on internal projects.

The annual rate increase for this year was 8.86% which matches the Engineering News Record (ENR) construction cost index for the same period.

BACKGROUND:

The City of West Des Moines receives formal proposals for construction testing services every three years, the last Request for Proposals was in 2019. Team Services has been the low bidder for construction testing for the last several years. As with past years, Team Services is willing to extend the City's services and pricing to the Water Works.

RECOMMENDED ACTION BY THE BOARD OF TRUSTEES:

To approve the contract with Team Services for Construction Services and Materials Testing through July 1, 2023.

Prepared by: William J. Maluce

Approved for Content by: Clara Murphy

June 22, 2022

TEAM Services

Geotechnical & Material Consultants

A2LA Testing Lab Cert 576.01 (Des Moines)
Validated by the U.S. Army Corps of Engineers

West Des Moines Water Works
1505 Railroad Ave.
West Des Moines IA 50265

Attn: William Mabuice PE, PO

PROPOSAL FOR SERVICES

**Re: Construction Testing & Inspection Services
West Des Moines Water Works 2022-2023
West Des Moines IA
Proposal No. 4-5230.1**

Thank you for giving us the opportunity to provide you with a scope of services and fee estimate for this project. We can provide these services from our Des Moines office.

Qualified engineering technicians will be assigned to do the laboratory and field testing along with the observation services. These services would be done on a part-time basis with scheduling by a representative of your firm.

Written reports of tests and inspection results will be submitted promptly to your attention; report copies can be provided to a report distribution list that you specify. You can also be provided online access to your project test data and invoicing information and receive concrete, density, and asphalt reports by email as soon as they are approved. By communicating test results through email, your concerns and input can be responded to within hours.

TEAM Services is accredited in the areas of concrete, soils, aggregates, steel, fireproofing, and asphalt. With our ISO 9001 compliant accreditation, you can rest assured that you will receive high quality, reliable services when you entrust your projects to us.

Estimating of actual costs for our field services can be difficult due to factors, such as scheduling and weather conditions, which are out of our control. Whenever possible, sample pick-up will be incorporated into concrete or soil observation trips. Our fee will be based on the actual quantity of work performed in accordance with the attached fee schedule. Invoices will be submitted monthly. The following scope and fees are based on the information available and our experience with similar projects. If requested, a more accurate scope could be produced when the construction schedule and other relevant factors are known.

	Observations/tests to be performed	\$ Unit rates	Units
1.	Services of Principal Engineer	\$87.32	/hour
2.	Services of Project Engineer	\$54.71	/hour
3.	• Services of Engineering Technician	\$40.75	/hour
4.	• Services of Senior Engineering Technician	\$43.66	/hour
5.	• Field Compaction Testing	\$43.66	/hour
6.	• Field Concrete Testing	\$43.66	/hour
7.	Concrete Cores - cut & 9-point	\$30.27	/test
8.	Cure, Prepare & Test Cylinder	\$6.99	/test
9.	Cure, Prepare & Test Beam	\$10.83	/test
10.	6 in. x 12 in. Cylinder Molds (Single Use)	\$0.59	/each
11.	Standard Proctor Test (ASTM D-698)	\$52.39	/test
12.	Atterberg Limits Determination	\$24.45	/test
13.	Modified Proctor - ASTM D1557	\$54.71	/test
14.	Sieve Analysis (Includes No. 200 Sieve Wash)	\$40.75	/test
15.	One-Point Proctor - Standard or Modified	\$11.34	/point
16.	Asphalt Core Density - Field Cut	\$29.11	/test
17.	Transportation Charges, Private Car or Company Vehicle	\$0.00	/mile

Increase hourly rate by 1.5 for Saturday or regular days before 7 a.m. and after 5 p.m.

Increase hourly rate by 2.0 for Sunday or holiday work.

Increase hourly rate by 1.5 for deposition and 2.0 for courtroom testimony.

Divide direct cost by 0.85 for subcontracting services.

Please note our attached general terms and conditions. These should be considered a part of our contract for services. Should you find that this proposal meets your needs, please sign in the space provided below and return a signed copy to us. If you have any questions regarding this proposal, please do not hesitate to contact us. We appreciate the opportunity to be of service.

Sincerely,
TEAM Services

(es) Jeff Roberts
President

Attachments: General Terms and Conditions

ACCEPTANCE

BY: _____ FOR: _____ DATE: _____
(Name of Individual) (Name of Firm)

TEAM SERVICES TERMS AND CONDITIONS

PAYMENT TERMS _ Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one_half percent per month. If one and one_half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Client agrees to pay all costs associated with collection of overdue invoices, including reasonable attorney's fees.

In the event Client requests termination of the services prior to completion, a termination charge in an amount not to exceed thirty per cent of all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of TEAM Services be made. If during the execution of the services, TEAM Services is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

INSURANCE _ TEAM Services maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with limits of \$1,000,000/\$1,000,000, Professional Liability Insurance in the amount of \$2,000,000 (per claim & aggregate), and Pollution Liability Insurance in the amount of \$1,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TEAM Services will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

STANDARD OF CARE _ The only warranty or guarantee made by TEAM Services in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

LIMITATION OF LIABILITY _ Client agrees that TEAM Services' liability of any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or TEAM Services fee, whichever is greater. If client prefers to have higher limits on professional liability TEAM Services agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to Pay an additional consideration of two percent of our total fee, or \$200, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SAMPLING OR TESTING LOCATION _ The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical markings in the field and without special written instructions to initiate field testing drilling and/or sampling within a reasonable distance of each designated location. If TEAM Services is cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, TEAM Services will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and save harmless from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to TEAM Services in writing, and to reimburse TEAM Services for expenses in connection with any such claims or suits, including reasonable attorney's fees.

RIGHT_OF_ENTRY _ Unless otherwise agreed, Client will furnish right of entry on the property for us to make the planned borings, surveys, tests, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage which may result. If Client desires us to restore the property to its former condition, we will accomplish this and add the cost to our fee.

DAMAGE TO EXISTING MANMADE OBJECTS _ It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man_made objects relative to field tests or boring locations. TEAM Services' field personnel are trained to recognize clearly identifiable stakes or markings in the field and without special written instructions to initiate field testing drilling and/or sampling within a reasonable distance of each designated location. If TEAM Services is cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, TEAM Services will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and save harmless from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to TEAM Services in writing, and to reimburse TEAM Services for expenses in connection with any such claims or suits, including reasonable attorney's fees.

SAMPLE DISPOSAL AGREEMENT _ Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and drilling samples or other specimens will be disposed of 60 days after submission of our report. Upon written request, TEAM Services will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

OWNERSHIP OF DOCUMENTS _ All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by TEAM Services are instruments of service pursuant to this Agreement, shall be the sole property of TEAM Services. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of TEAM Services. At the request and expense of Client, TEAM Services will provide Client with copies of documents created in the performance of the work for a period not exceeding five years following submission of the report contemplated by this Agreement.

SAFETY _ Should TEAM Services provide periodic observations or monitoring services at the job site during construction, Client agrees that in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by TEAM Services is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

SITE VISITS _ Client agrees that TEAM Services will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that TEAM Services will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that field services provided by TEAM Services will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision," "inspection," or "control" are used to mean periodic observation of the work and the conducting of tests by TEAM Services to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees does not mean that TEAM Services is observing placement of all materials. Full_time inspections mean that an employee of TEAM Services has been assigned for eight_hour days during regular business hours.

GOVERNING LAW _ This agreement shall be governed in all respects by the laws of the State of Iowa.

The documents accompanying this transmission contain confidential information belonging to the sender which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on or regarding the contents of this transmitted information is strictly prohibited. If you have received this transmission in error, please immediately notify us by telephone to arrange for return of the original documents to us.

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

TEAM SERVICES, INC.

717 SE 6th Street

Des Moines, IA 50309

Jeff Roberts Phone: 515 282 8818

Valid To: April 30, 2023

Certificate Number: 0576.01

In recognition of the successful completion of the A2LA evaluation process, accreditation is granted to this laboratory for:

CONSTRUCTION MATERIALS ENGINEERING

ASTM: C1077 (concrete), D3666 (bituminous), D3740 (soils), E329 (construction materials), E543 (NDT)

CONSTRUCTION MATERIALS TESTING

Concrete:

ASTM:	C31*	C39	C42*	C78	C138*	C143*	C172*	C173*	C174
	C192	C231*	C293	C617	C805*	C1064*	C1231		
	E1155								

Cement:

ASTM: C109 (Compression only)

Masonry:

ASTM: C140 C780 (Annex 1 and 7) C1019 C1314

Aggregates:

ASTM:	C29	C40	C70	C117	C127	C128	C131	C136	C535
	C566	C702	C75*	D4791	D5821	C1252			
AASHTO:	T304								

Soils:

ASTM:	D421	D7928	D698	D1140	D1556*	D1557	D1883	D2166	
	D2216	D2419	D2435	D2487	D2488*	D3080	D2850	D4253	D4254
	D4318	D4643	D4718	D4767	D6938*				

Bituminous:

ASTM:	D75	D979*	D2041	D2726	D2950*	D3203			
	D3549*	D3665	D4867	D6307	D6925	D6926	D6927		
AASHTO:	TP4								

Steel NDT: E165 E1444

Field: AWS, D1.1, Visual Welder Inspection AISC360 RCSC Fabrication & Erection - Visual & Bolting

Fireproofing:

ASTM: E605

Fireproofing Adhesion:

ASTM: E736

* This laboratory meets A2LA R104 -General Requirements: Accreditation of Field Testing and Field Calibration Laboratories for these tests or calibrations

(A2LA Cert. No. 0576.01) 2/9/21

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DEPARTMENT OF THE ARMY

ENGINEER RESEARCH AND DEVELOPMENT CENTER, CORPS OF ENGINEERS
GEOTECHNICAL AND STRUCTURES LABORATORY
WATERWAYS EXPERIMENT STATION, 3909 HALLS FERRY ROAD
VICKSBURG, MISSISSIPPI 39180-6199Y

November 26, 2020

Reply to the attention of:

Concrete and Materials Branch

TEAM Services, Inc. TEAM Services, Inc. ISG-TEAM, Inc.
717 S E. 6th Street 7620 Louis Rich Court, Unit 23-24 4722 S 135th St.
Des Moines, IA 50309 Davenport, IA 52804 Omaha, NE 68137

An inspection of required records, equipment, procedures, facilities, and final reports, its proficiency to perform testing of construction materials, as established by the quality standards of AASHTO R 18 guidance and the requirements of the applicable ASTM standards.

All methods listed on this certificate of validation will expire on 09/26/2022.

Aggregate Tests: ASTM D75, C117, C127, C128, C131, C136, C535, C702, and C1077.

Bituminous Tests: ASTM D140, D2041, D2726, D3203, D3665, D3666, D5444, D6926, D6927, E329.

Concrete Tests: C31, C39, C78, C138, C143, C172, C231, C1064, C470, C511, C617, C1077, C1231 and E329.

Masonry, Mortar & Grout Tests: ASTM C780, C1019 and C1093

Soil Tests: ASTM D421, D422, D698, D1556, D1557, D1883, D2168, D2216, D2487, D3740, D4253, D4254, D4318, D4643, D6938.

We will add your laboratory to the list of commercial laboratories qualified to conduct material tests for the U.S. Army Corps of Engineers; see the MTC page at http://gsl.erd.c.usace.army.mil/SL/MTC. All Corps offices will be notified of this decision and will have the opportunity to use your services. TEAM Services, Inc., Des Moines, IA will remain on our list of laboratories qualified to conduct material tests until September 26, 2022 two (2) years from the date of the inspection.

Individual location Certificates available upon request.

Copy Furnished:
Doug Comer / Louisville District
Louis Richardson / Omaha District

Sincerely,

[Signature]
Alfred B. Crawley, PE
Director
Materials Testing Center