
MEMO

APPROVED
3/21/2022



DATE: March 11, 2022
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – EST Comprehensive Engineering Services

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached Proposal Agreement between the Board of County Commissioners on behalf of Tulsa County Engineer and EST Comprehensive Engineering Services for geotechnical engineering services to rehabilitate and widen N. Memorial Drive from E. 146th Street N. to E. 186th Street N, four (4) miles as further described in the attached.

Respectfully submitted for your execution and approval.

MME / jdf

SUBMITTED FOR: The March 21, 2022 BOCC meeting agenda.

CMF# 20220488

March 2, 2022

Tulsa County
218 W. 6th Street, Suite 840
Tulsa, Oklahoma 74119

APPROVED
3/21/2022

Attn.: Mr. Roger D. Hughes

Transmit via Email to: rhughes@tulsacounty.org

**Re: Geotechnical Engineering Services Scope
N. Memorial Drive Pavement Evaluation and Rehabilitation
From 146th Street N to 186th Street N (4 Miles)
Tulsa County, Oklahoma**

Dear Mr. Hughes:

EST is pleased to submit the following proposal for geotechnical engineering services for the above referenced project in Tulsa County, Oklahoma.

We understand the project will consist of potentially rehabilitating and widening N. Memorial Drive from E. 146th Street N to E. 186th Street N (4 miles). The following is our anticipated scope of work for the project:

1. Advance eight (8) shallow borings (2 per mile) within the existing roadway alignment to a depth of approximately 36 to 48 inches below the existing grade (or at least 24 inches below the existing pavement structure). The borings will be staggered between the driving lanes. One (1) subgrade soil sample will be collected for each boring from the material below the base layer. We will core the existing pavement with a core barrel at all of the boring locations, and measure and take a photograph for the collected cores to be included in our final report. We'll also measure and take pictures of the base materials and classify the subgrade soils to include in our final report. We will also make note if reinforcing steel is encountered in any of the concrete cores that are collected. We will vary our core locations within the driving lanes to try to encounter the potential rebar.
2. Advance eight (8) shallow borings (2 per mile) within the existing roadway shoulder to a depth of approximately 36 to 48 inches below the existing grade. The borings will be staggered between the shoulders. One (1) subgrade soil sample will be collected for each boring, but varying soil layers will be visually observed and logged in the field for inclusion in our final report.
3. Expected laboratory tests for the roadway borings will include moisture content, Atterberg limits, and sieve analysis. We will classify one (1) sample in each boring, for an estimated 16 samples.
4. Groundwater levels, if encountered, will be measured during and immediately after completion of drilling operations in the borings.
5. All of the borings will be patched and plugged in accordance with the Oklahoma Water Resources Board (OWRB) regulations.

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6. Traffic control to complete the drilling operations will comply with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).
7. Our final engineering report will include boring logs or a lab summary table with soil descriptions and test results, a boring location plan, and photographs of the roadway cores, base materials, and subgrade soils encountered during our exploration. Additionally, we'll provide pavement section recommendations for the proposed widening and potentially the resurfaced existing roadway.

Based on the outlined Scope of Services, our lump sum fee is \$8,250.00. We anticipate a final report delivery date of no later than one month after receiving the notice to proceed.

Mr. Hughes, we appreciate the opportunity to provide these services and are available to answer any questions. Should you have any questions, please contact us at (405) 815-3600.

Respectfully,
EST, Inc.



Bryce R. Hanlon, P.E.
Geotechnical Engineer

NOTICE TO PROCEED

By: 
Signature

Karen Keith, Chair, Board of County Commissioners of the County of Tulsa

Please Print Name

For: Board of County Commissioners of the County of Tulsa

Name and Address of Firm if different than addressed

Date: 3/21/2022

Approved as to Form:

James G. Rea Digitally signed by James G. Rea
Date: 2022.03.10 11:19:18 -06'00'
Assistant District Attorney

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF WORK: EST, Inc. (hereinafter referred to as "EST") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by EST as set forth in EST's proposal. Client's acceptance thereof incorporates these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by EST. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of EST's work. EST shall have no duty or obligation to any third party greater than that set forth in EST's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from EST, or the reliance on any of EST's work, shall constitute acceptance of the terms of EST's proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed by EST or others to be timely and properly performed in accordance with the plans, specifications and contract documents. No claims for loss, damage or injury shall be brought against EST by Client or any third party unless all tests and inspections have been so performed and unless EST's recommendations have been followed.

3. SCHEDULE OF WORK: The services set forth in EST's proposal and Client's acceptance will be accomplished in a timely and professional manner by EST personnel at the prices quoted. If EST is required to delay commencement of the work or if, upon embarking upon its work, EST is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, or other causes beyond the direct reasonable control of EST, additional charges will be applicable and payable as agreed between EST and client in writing.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for EST to perform the work. EST shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, EST has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires EST to restore the site to its former condition, upon written request EST will perform such additional work as is necessary to do so and Client agrees to pay to EST for the costs.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised EST of any known or suspected hazardous materials, utility lines and pollutants at any site at which EST is to do work hereunder.

6. CONSTRUCTION RESPONSIBILITY: EST's work shall not include determining, supervising or implementing the means, methods, techniques, sequences of procedures of construction. EST shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. EST's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. EST has no right of duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of EST's report.

8. PAYMENT: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. EST shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein EST waives any rights to a mechanics' lien, or any provision conditioning EST's right to receive payment for its work upon payment to Client by any third party.

9. WARRANTY: EST'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, EST WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN EST REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

10. INDEMNITY: EST agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of EST's negligence to the extent of EST's negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, EST shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place EST's files in order and/or protect its profession reputation.

12. EMPLOYEES/WITNESS FEES: EST's employees shall not be retained as expert witness except by separate, written agreement. Client agrees not to hire EST's employees except through EST. In the event Client hires an EST employee, Client shall pay EST an amount equal to one-half of the employee's annualized salary, without EST waiving other remedies it may have.

13. HAZARDOUS MATERIAL: Nothing contained within this agreement shall be construed or interpreted as requiring EST to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

14. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provision of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

15. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertaking made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

