



THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: April 8, 2015

Sponsored by Council Members: Motsavage, Rennia, Papastrat, Mihalko, Matzo, Berg, Webb

Introduced by Committee: Finance

RESOLUTION

entitled

A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO AN AGREEMENT WITH
ADVANCE TESTING FOR MATERIAL
TESTING SERVICES

WHEREAS, the City of Binghamton wishes to enter into an agreement with Advanced Testing for material testing on an as-needed basis for various street reconstruction and other capital projects at a total cost not to exceed \$25,000.00; and

WHEREAS, the rate for each service to be provided is set forth in the attached fee schedule; and

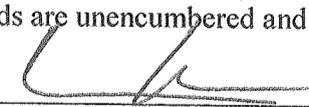
WHEREAS, funding is available in budget line H5112.525015.40914 (Street Reconstruction).

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby:

RESOLVE that the Mayor, or his designee, is hereby authorized to enter into an agreement, approved as to form and content by the Office of Corporation Counsel, with Advanced Testing for material testing on an as-needed basis for various street reconstruction and other capital projects at a total cost not to exceed \$25,000.00; and be it further

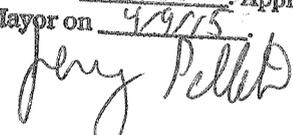
RESOLVED that such funds shall be deducted from budget line H5112.525015.40914 (Street Reconstruction).

I HEREBY CERTIFY that the above described funds are unencumbered and available.



Chuck Shager, Comptroller

I hereby certify the above to be a true copy of the legislation adopted by the Council of the City of Binghamton at a meeting held on 4/8/15. Approved by the Mayor on 4/9/15.



Introductory No. R15-34

Permanent No. R15-34

Sponsored by City Council Members:
Motsavage, Remmia, Papastrat, Mihalko, Matzo, Berg,
Webb

A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN AGREEMENT WITH ADVANCE
TESTING FOR MATERIAL TESTING SERVICES

The within Resolution was adopted by the Council of
the City of Binghamton.

Date April 8, 2015

City Clerk Jerry Pelletts

Date Presented to Mayor April 9, 2015

Date Approved 4/9/15

Mayor Richard L. Daniel

	Ayes	Nays	Abstain	Absent
Motsavage	✓			
Mihalko	✓			
Remmia	✓			
Webb	✓			
Papastrat	✓			
Matzo	✓			
Berg	✓			
Total	7	0	0	0

Code of the City of Binghamton

Adopted Defeated

7 Ayes 0 Nays 0 Abstain 0 Absent

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

Richard Perkins
 City of Binghamton
 March 2, 2015

City of Binghamton - Materials Testing Services
 Proposal # B15_0012

FEE SCHEDULE

Field Technician Rates:

Soils, Asphalt, Concrete* & Reinforcing Steel Technician, half day	\$ 335.00
Soils, Asphalt, Concrete* & Reinforcing Steel Technician, full day	\$ 515.00
Professional Engineer, per hour	\$ 125.00
Sample Pickup Charge, per trip	\$ 100.00

* Note: In accordance with ACI 318 Building Code Requirements for Structural Concrete, Advance Testing copies the concrete supplier on all concrete compressive strength results. If you would prefer for the supplier to not receive these results, please inform Advance Testing of this preference in writing prior to the start of the project.

Rate is per each inspector, Monday-Friday. Half day rate includes up to 4 hours of inspector time, travel time and mileage and the full day rate includes up to 8 hours of inspector time, travel time and mileage. Overtime and Saturday rates will be charged at 1.5 times the regular hourly rate. Any necessary travel/hotel expenses will be billed to client at cost. Please call Advance Testing for all contracted inspection services 24 hours in advance.

Plant Technician Rates:

Asphalt & Concrete Plant Technician, half day	\$ 335.00
Asphalt & Concrete Plant Technician, full day	\$ 515.00

Rate is per each inspector, Monday-Friday. Half day rate includes up to 4 hours of inspector time assuming the plant is within the City of Binghamton limits and the full day rate includes up to 8 hours of inspector time assuming the plant is within the City of Binghamton limits. If the plant is outside of the City of Binghamton limits the cost may vary. Overtime and Saturday rates will be charged at 1.5 times the regular hourly rate. Any necessary travel/hotel expenses will be billed to client at cost. Please call Advance Testing for all contracted inspection services 24 hours in advance.

ADVANCE _____ CLIENT _____
 This Page Approved (initials)

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

Richard Perkins
City of Binghamton
March 2, 2015

City of Binghamton - Materials Testing Services
Proposal # B15_0012

FEE SCHEDULE

Equipment and Laboratory Testing:

Nuclear Density Gauge Fee, per day	\$ 80.00
Coring Equipment Fee, per day	\$ 165.00
Soil Gradation Analysis, each	\$ 50.00
Wash Sieve Analysis, each	\$ 35.00
Full Standard or Modified Proctor Test for Soils (min. of 4 points), each	\$ 190.00
Asphalt Content by Chemical Extraction, each	\$ 190.00
Air Voids in Asphalt Cores, each	\$ 100.00
Compressive Strength of Advance Testing-cast Concrete Cylinders, each	\$ 13.75
Compressive Strength of Client-cast Concrete Cylinders, each (incl. capping/sample prep)	\$ 15.50
Compressive Strength of 2x2x2 Mortar Cubes, each	\$ 13.75
Compressive Strength of Concrete Cores, each	\$ 78.00
Hardened Air Void Content of Concrete (ASTM C457), each	\$ 495.00
Petrographic Analysis of Concrete, each	\$ 1,500.00

To indicate acceptance of this fee schedule for the above-mentioned project,
please return a signed copy to our office via facsimile at 845-496-1398 at your earliest convenience.

Payment Terms: Advance Testing Company will prepare a bi-weekly bill which will set forth services rendered and other charges. The amount is due upon receipt of the bill. All amounts not paid within thirty (30) days after the invoice date shall bear an additional charge of one and one-half (1 ½) percent per month until paid.

Respectfully submitted by: **Heather Galage**
Proposal Accepted and Work Authorized for: **City of Binghamton**

Signature/Date

Name

ADVANCE _____ CLIENT _____
This Page Approved (initials)

Richard Perkins
City of Binghamton
March 2, 2015

City of Binghamton - Materials Testing Services
Proposal # B15_0012

SERVICE AGREEMENT

This Agreement was made as of March 2, 2015 by and between ADVANCE TESTING COMPANY, INC., which is a Delaware corporation with principal offices located at 3348 Route 208, Campbell Hall, NY (Hereinafter called "ADVANCE"), and City of Binghamton. (Hereinafter called "CLIENT"). CLIENT'S project is City of Binghamton - Materials Testing Services (Hereinafter called "PROJECT").

The CLIENT and ADVANCE, for mutual considerations hereinafter set forth, agree as follows:

1. **SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE:** As per attached Proposal dated March 2, 2015.
2. **COMPENSATION:** In consideration of the services rendered, the CLIENT agrees to pay ADVANCE as per attached Fee Schedule to the extent ADVANCE performs the services requested.
3. **COMMENCEMENT OF SERVICES:** ADVANCE shall not begin work until ADVANCE has received a fully executed AGREEMENT; and an advance payment of \$ N/A.
4. **PAYMENT TERMS:** ADVANCE will prepare a bi-weekly bill which will set forth services rendered and other charges. The amount is due upon receipt of the bill. All amounts not paid within thirty (30) days after the bill's mailing date shall bear an additional charge of one and one-half (1 ½) percent per month until paid. Whenever the amount is past due more than forty-five (45) days after bill mailing, ADVANCE may suspend any further work or document delivery called for by this AGREEMENT until such account is made current. The fact that ADVANCE may continue to work beyond the time during which it may have suspended the work shall not be deemed to be a waiver of its rights hereunder. The CLIENT shall be responsible and shall pay ADVANCE for all costs, including attorneys fees, incurred as a result of the collection of any overdue balances. Any advance payment shall be applied to the last charges on the project.
5. **INSURANCE AND LIMITATIONS:** ADVANCE will maintain statutory workman's compensation insurance, and auto liability insurance to the extent required by law; and general liability insurance as may be reasonably available in the insurance market.
 - a. ADVANCE'S liability for damages resulting from Professional Services errors and omissions shall be limited to a sum not to exceed \$5,000.00 or ADVANCE'S fee, whichever is greater.
 - b. In the event the CLIENT makes a claim in litigation against ADVANCE under the provisions of this AGREEMENT and the CLIENT fails to prove such claim, then the CLIENT shall pay all reasonable charges for ADVANCE'S work, and all costs and expense incurred by ADVANCE in defending itself against the claim, including reasonable attorney fees.
6. ADVANCE shall have the right to declare this AGREEMENT null and void if not executed and returned to ADVANCE by the CLIENT within 30 days.
7. The unit rates in this proposal are based upon the work being performed during regular daytime shifts, Monday through Friday, and are charged portal to portal.
8. An automatic increase of 4% will be added at the end of each year.
9. Management time will be billed at \$ 75.00 per hour (minimum 4 hour charge/meeting) for attendance at jobsite meetings, if we are requested to be there by the CLIENT.

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

Richard Perkins
City of Binghamton
March 2, 2015

City of Binghamton - Materials Testing Services
Proposal # B15_0012

10. If overtime, weekend, 2nd or 3rd shift, and/or holiday work is required, the following rates will apply:
 - a. Monday-Friday: 1.5 times the hourly rate
 - b. Saturday: 1.5 times the regular hourly rate for the first eight hours and 2.0 times the hourly rate thereafter
 - c. Sunday and Holidays: 2.0 times the regular hourly rate for the first 8 hours and 2.5 times the hourly rate thereafter
11. A cancellation charge, equal to half-day unit rate (4 hour minimum), will be charged if the scheduled ADVANCE personnel are provided and are not utilized or cannot perform their work because of weather conditions, site conditions, and/or forces beyond their control.
12. Weekend and holiday cancellation charge will be billed at the applicable full-day rate.
13. Tolls and parking fees will be charged separately at cost.
14. Reimbursable expenses shall include transportation and per diem expense for out-of-town work, long distance communications, special delivery services, unusual reproduction expenses and facsimile transmissions.
15. CLIENT is responsible for notifying ADVANCE of all contracted requested controlled testing and inspection services at least 24 hours prior to the date such services are required, as well as for re-inspection of all non-conforming items.
16. ADVANCE reserves the right to adjust the rates quoted herein if this agreement is not approved and returned by the CLIENT within 30 days.
17. Professional Engineering services will be invoiced at \$ 125.00 per hour subject to adjustment as provided herein.
18. Free and clear access to the work must be provided to ADVANCE personnel by the CLIENT. The CLIENT represents that it has the full legal right, as an owner, tenant, contractor or representative of such party to engage ADVANCE for the services requested and to provide ADVANCE legal access to the premises in order to perform the services, and shall indemnify and hold harmless ADVANCE and its employees against all claims, loss, injury and damage including without limitation ADVANCE'S reasonable legal fees and costs in the event such representation is not true..
19. ADVANCE shall not be responsible for continuous or exhaustive inspection or testing, it being understood that ADVANCE shall conduct such inspections and testing in accordance with prevailing industry standards.
20. No party other than the CLIENT shall be entitled to rely or claim reliance on services performed by ADVANCE hereunder.
21. This document embodies the complete integration of the parties' agreement and all prior representations, promises and conditions are merged herein. This agreement may not be changed or modified except in a writing signed by both parties.

This AGREEMENT is effective on the last signed date.

City of Binghamton
City Hall, 38 Hawley Street
Binghamton, NY 13901

ADVANCE TESTING COMPANY, INC.
3348 Route 208
Campbell Hall, NY 10916

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: James P. Smith, Jr.
TITLE: President
DATE: _____

ADVANCE _____ CLIENT _____
This Page Approved (initials)