City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager MSP-W

FROM: Jack Wardell, Director of Parks and Recreation JW

DATE: May 10, 2018

SUBJECT: Geotechnical Exploration Services – Northwest Park Pickleball Complex – 2018

- Professional Services Proposal
- Resolution

FEH Design solicited two proposals for Geotechnical Investigation for the new pickleball courts project at Northwest Park. FEH provided a site plan to two firms to aid them in generating their proposals. CTS out of Sioux City was the low bid submitted. Their proposal will include 6 borings to a depth of 10' for $1,900 and provide a soils report within a 3-week timeframe beginning as soon as possible.

FEH recommends the City of Carroll enter into a contract with CTS based primarily on the lower fee amount and the timeframe with which they can deliver the soils report.

RECOMMENDATION: Mayor and City Council consideration and passage and approval of the Resolution accepting the Proposal from CTS for Professional Services for the soil borings at Northwest Park current tennis courts.

RESOLUTION _____

RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE PROFESSIONAL SERVICES AGREEMENT FOR NORTHWEST PARK PICKLEBALL COURT COMPLEX – 2018 PROJECT

WHEREAS, a Professional Services Proposal for the Geotechnical Exploration Services at Northwest Park Pickleball Court Complex – 2018 project will be prepared by Certified Testing Services, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Professional Services Proposal with Certified Testing Services, Inc., for the Northwest Park Pickleball Court Complex – 2018 project is accepted.

BE IT RESOLVED that the Contract for Professional Services with Certified Testing Services, Inc., for the Northwest Park Pickleball Court Complex – 2018 project is approved upon review and acceptance by the City Attorney.

Passed and approved by the Carroll City Council this 10th day of May 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

Certified Testing Services, Inc.
419 W. 6th Street • P.O. Box 1193 • Sioux City, Iowa 51102 • Phone (712) 252-5132

April 20, 2018

FEH Design
Attn: Mr. Chris Bennett
1201 4th Street, Suite 201
Sioux City, Iowa 51101

RE: Geotechnical Exploration Services
Proposed Pickleball Courts
Carroll, Iowa
CTS Proposal Number 4472

Dear Mr. Bennett,

Introduction

Certified Testing Services, Inc. is pleased to submit this proposal to perform a geotechnical exploration for the above referenced project. This proposal presents our understanding of the furnished project information, scope of work, as well as schedule and fees.

Project Information

Mr. Chris Bennett of FEH Design presented project information through an email on April 19, 2018, and telephone conversation on April 20, 2018. The email included an undated and untitled drawing showing six boring locations. It is understood that the project area will consist of constructing pickleball courts in the area where the existing tennis courts are located and constructing a handicap ramp from the parking area northeast of the pickleball courts. CTS also understands that there is approximately 8 feet of elevation change that will occur in the area of the handicap ramp. It is further understood that the work to be performed in the area of Borings B1, B2 and B3 will need to be performed using hand auger equipment due to limited access.

Scope of Work

Based on the request the information supplied and CTS's previous work in the Carroll area, CTS proposes to perform a total of six borings to depths varying from 6.5 feet to 10 feet below the existing grade in the pickleball court area and handicap ramp area. It should be noted that the borings in the existing tennis courts will be cored and the subsurface information from the borings will be used to provide recommendations for the project. At the completion of the fieldwork, samples collected in the field will be transported to the laboratory and tested to determine select engineering properties that will be used in our analysis. The results of the fieldwork, laboratory testing, project information, previous subsurface information, and other available information will be evaluated by a professional engineer familiar with the soil conditions in the area and presented in a report.

Items that will be addressed in the report will include our understanding of the project information, topographic and subsurface information, review of geologic and subsurface information, review of field and laboratory test procedures, visual classification of the material encountered, determine the moisture content and dry density on selected samples of the existing material, provide recommendations for subgrade preparation, suitability of material for use as fill, provide pavement thickness for the existing tennis court, and provide groundwater information.

The scope of services is based on the public utilities being located by CTS and the boring locations being accessible to a truck mounted pickup drill rig. **It should be noted that Iowa One Call will not locate private utilities. The school district should make CTS aware of private utilities on the site. CTS cannot be held responsible for private utilities that we cut of which we are not made aware of their specific location.** Field and laboratory testing will be performed, where applicable, in accordance with ASTM procedures. Our scope of work does not include an evaluation of existing environmental conditions.

Cost

Based on the scope of work discussed above, CTS proposes to perform the above scope of work for a lump sum amount $1,900.00, which includes two hard copies and an electronic copy of the final report. It is further proposed to perform the work in accordance with the attached CTS "General Conditions" which are incorporated into this proposal.

We will not exceed the lump sum fee without your prior approval. Our fee estimate covers the activity required to present our findings in report form. Our fee includes up to an hour of engineering services for the review of applicable drawings and specifications, in our office, to determine their compliance with our report. This proposal does not include the preparation of construction specifications, special conferences and other activities requested after submittal of our report.

Schedule and Authorization

Based on our present schedule, we can commence the fieldwork within five to ten working days after receiving written notice to proceed, if we are provided with access to the site and weather permits. One-call services require a 48-hour notice prior to performing the work. CTS's written report will follow within five to seven working days of completion of the fieldwork.

CTS will proceed with the fieldwork based on the receipt of a signed copy of this proposal. To speed up the process a faxed copy of the signature page would serve as written authorization. Please complete as many items as possible on the attached project data sheet.

CTS appreciates the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions or need additional information, feel free to contact our office.

Sincerely,

CERTIFIED TESTING SERVICES, INC.

Matthew R. Dailey, P.E.
Staff Engineer

James A. Bertsch, P.E.
Geotechnical Department Manager

MRD/JAB/jb

Attachment: Schedule of Services and Fees
Project Data Sheet
General Conditions

AGREED TO THIS _____ ***DAY OF*** _____, ***20*** _____

SIGNATURE: _____

PRINTED NAME: Eric P. Jensen

TITLE: Mayor

FIRM: City of Carroll, Iowa

SCHEDULE OF SERVICES AND FEES

Field Services	**Unit**	**Unit Fees**
Mobilization	Per Mile	$3.75
Drilling	Per Foot	10.00
Sampling	Each	9.00
Standby	Hour	150.00
Lab Services		
Atterberg Limits	Each	$90.00
Moisture Content	Each	8.00
Dry Density	Each	10.00
Unconfined Compression	Each	15.00
Consolidation Tests	Each	250.00
Gradation Test	Each	90.00
Report		
Senior Engineering Technician	Hour	$64.00
Crew Chief	Hour	74.00
Staff Engineer	Hour	130.00
Senior Engineer	Hour	160.00

CERTIFIED TESTING SERVICES, INC
PROJECT DATA SHEET
SUBSURFACE EXPLORATION

1. Project Name: _____

2. Project Location: _____

3. Your Job Number _____ Purchase Order No.: _____

4. Project Manager: _____ Telephone No.: _____

5. Distribution of Reports:

   Copies To: _____ Copies To: _____

   _____ _____

   _____ _____

   Attn: _____ Attn: _____

6. Invoicing Address:

   _____

   _____

   _____

   Attn: _____

GENERAL CONDITIONS
SUBSURFACE EXPLORATION SERVICES

SECTION 1: Scope of Work
CTS shall perform the services defined in the contract and shall invoice the client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change, even as the work is in progress. CTS will provide these additional services at the contract fee schedule rate

Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided, CTS can perform additional work with verbal authorization, and will provide written confirmation of fees, if requested. All costs incurred because of delays in authorizing the additional work will be billed to the client,

Fee schedules are valid for one year following the date of the contract unless otherwise noted.

SECTION 2: Access to Sites
Unless otherwise agreed, the client will furnish CTS with right-of-access to the site in order to conduct the planned exploration.

While CTS will take all reasonable precautions to minimize any damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement.

SECTION 3: Soil Boring Locations
The client will furnish CTS with a diagram indicating the location of the site. Test boring locations may also be indicated on the diagram, CTS reserves the right to deviate a reasonable distance from the boring locations specified unless this right is specifically revoked by the client in writing at the time the location diagram is supplied. CTS reserves the right to terminate this contract if conditions preventing drilling at the specified locations are encountered which were not made known to CTS prior to the date of this contract.

The accuracy and proximity of provided survey control will affect the accuracy of in situ test location and evaluation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate meas-urements or estimates.

SECTION 4: Utilities
In the performance of its work, CTS will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities.

The client agrees to hold CTS harmless and indemnify CTS for any claims, payments or other liability, including costs and attorney fees incurred by CTS for any damages to subterranean structures which are not called to CTS's attention and correctly shown on plans furnished to CTS.

SECTION 5: Samples
CTS will retain all soil and rock samples for 30 days after submission of the report. Further storage or transfer of samples can be made at owner expense upon written request.

SECTION 6: Unanticipated Hazardous Materials
It shall be the duty of the owner or his representative to advise CTS of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, by-products, wastes or samples of the foregoing which CTS may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by CTS's employees, agents or subcontractors.

If during the course of providing services CTS observes or suspects the existence of unanticipated hazardous materials, CTS may at its option terminate further work on the project and notify client of the condition. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of CTS, CTS may at its option terminate this contract.

SECTION 7: Reports and Invoices
CTS will furnish three (3) copies of the report to the client. Additional copies will be furnished at the rate specified in the fee schedule.

CTS will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½%) per month, but not exceeding a maximum rate allowed by law, on past due accounts

SECTION 8: Ownership of Documents
All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by CTS as instruments of service, shall remain the property of CTS, unless there are other contractual agreements.

SECTION 9: Confidentiality
CTS shall hold confidential all businesses or technical information obtained from the client or his affiliates or generated in the performance of services under this agreement and identified in writing by the client as "confidential". CTS shall not disclose such information without the client's consent except to the extent required for 1) Performance of services under this agreement; 2) Compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive and/or 4) Protection of CTS against claims or liabilities arising from performance or services under this agreement. CTS obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: Standard of Care
Services performed by CTS under this Agreement will be conducted in the manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

The client recognizes that the subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by CTS and that the data, interpretations and recommendations of CTS are based solely upon the data available to CTS. CTS will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

SECTION 11: Subpoenas
The client is responsible, after notification, for payment of time charges and expenses resulting from our required response to subpoenas issued by any party in conjunction with our work. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 12: Insurance and Indemnity
CTS represents that it and its staff are protected by worker's compensation insurance and that CTS has such coverage under public liability and property damage insurance policies which CTS deems to be adequate. It is the policy of CTS to require certificates of insurance from all consultants or subcontractors employed by CTS. Certificates for all such policies of insurance will be provided to client upon request in writing. Within the limits and conditions of such insurance, CTS agrees to indemnify and save client harmless from and against any loss, damage, injury or liability arising from any negligent acts of CTS or its employees. CTS shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. CTS shall not be responsible for any loss, damage or liability arising from any acts by a client, its agents, staff or other consultants employed by others.

CTS's compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposures to pollution, hazardous waste or toxic or other dangerous substances or conditions. Accordingly, except as expressly provided in this contract, the client waves any claim against CTS and agrees to indemnify and save CTS, its agents, and its employees harmless from any claim, liability or defense cost for injury or loss sustained by any party from such exposures allegedly arising out of or related to CTS's performance of services hereunder.

SECTION 13: Termination
This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CTS shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses or termination or suspension shall include all direct costs of CTS required to complete analysis and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 14: Precedence
These Standards, Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding CTS's services.

Certified Testing Services, Inc.
419 W. 6th Street
P.O. Box 1193
Sioux City, Iowa 51102