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 MPW

FROM: Randall M. Krauel, Director of Public Works RMK

DATE: October 7, 2020

SUBJECT: Street Maintenance Facility
Construction Materials Testing Proposal

The Street Maintenance Facility project specifications include construction materials testing to be provided by the City. Certified Testing Services, Inc (CTS) was retained to prepare the Geotechnical Engineering Report for the project design. A proposal to provide construction materials testing has been requested and received from CTS. A copy is attached.

CTS proposes to perform soils, concrete, steel and masonry testing throughout the duration of the project. CTS fees for the testing are proposed as hourly plus expenses with an estimate of $14,000.00 to $15,000.00.

RECOMMENDATION: Mayor and City Council consideration of the Resolution approving the Proposal of Certified Testing Services, Inc. for Construction Materials Testing for the Street Maintenance Facility project.

RMK:ds

attachment

RESOLUTION NO. _____

RESOLUTION APPROVING THE PROPOSAL OF CERTIFIED TESTING SERVICES, INC. FOR CONSTRUCTION MATERIALS TESTING FOR THE STREET MAINTENANCE FACILITY PROJECT.

WHEREAS, Chapter 17 of the Code of Ordinances of the City of Carroll, Iowa, provides that contracts made by the City be approved by the City Council; and,

WHEREAS, a Construction Materials Testing Proposal for the Street Maintenance Facility project has been prepared with Certified Testing Services, Inc.; and,

WHEREAS, the City Council has determined that the Construction Materials Testing Proposal is in the best interests of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Construction Materials Testing Proposal with Certified Testing Services, Inc. for the Street Maintenance Facility project is approved and the Mayor is authorized to execute the Proposal on behalf of the City.

Passed and approved by the Carroll City Council this 12th day of October, 2020.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

Certified Testing Services, Inc.
1330 North Michigan Street • P.O. Box 740 • Storm Lake, Iowa 50588 • Phone (712) 213-8378

September 22, 2020 (Revised)

City of Carroll
627 N. Adams St.
Carroll, IA 51401
Attn; Mr. Randy Krauel

Re: Construction Materials Testing
Street Maintenance Building
Carroll, IA

Dear Mr. Krauel,

Certified Testing Services, Inc. is pleased to submit the following proposal for providing construction materials observation and testing for the referenced project. We propose to provide testing and observation services, on a part-time basis, as requested by your representative and in accordance with our attached Fee Schedule. Invoices will be submitted on a monthly basis and will be itemized using our unit fee schedule and attached General Conditions.

CTS is the Geotechnical Engineer of Record on the project (See Report G5824S) as well as having several other projects in Carroll, Lake City and the surrounding areas, which will reduce trip costs when we can combine trips with other projects, making us a valuable partner towards the successful completion of this project.

After reviewing the plans and specs for this project, CTS understands what will be needed. For soils testing, we anticipate ten to twelve visits to the project site for density testing. It will be necessary to perform three to four proctors prior to testing.

For the concrete portion of the project, we anticipate fourteen to fifteen trips. Four cylinders per set are also anticipated, so we expect 56 to 60 cylinders will be taken. Steel observations will be done prior to each concrete pour. Also any structural steel will be included upon request. We also anticipate four to five trips for masonry, necessitating 16 to 20 grout prisms. Fees include trip charges, cylinders and reporting.

Based on the above quantities our fees for this project will be approximately $14,000.00 to $15,000.00. This estimate is based on the information provided to CTS at the time of the estimate. Any additional services will be charged per the attached Fee Schedule.

CTS realizes some overtime may be required on our part to facilitate progress of the projects. **Our hourly rates and unit fees will increase for our overtime involvement for these projects, prior to 7AM, after 5PM, and weekends. Costs for nuclear density testing are also included in our hourly rate.**

In addition to general liability insurance, Certified Testing Services, Inc. also provides professional liability (errors and omissions) insurance for each of its projects. Our laboratory is an Iowa Department of Transportation approved laboratory as well as a member of the American Council of Independent Laboratories.

Thank you for the opportunity to submit this proposal. If you have any questions, please do not hesitate to contact our firm at (712)213-8378.

Sincerely,
CERTIFIED TESTING SERVICES, INC.

Mark C. Olson, C.E.T.
Project Manager

Gary R. Jackson, S.E.
Division Manager

Street Maintenance Building
Carroll, IA
September 22, 2020(Revised)

Note: As each contractor has different means for completing a project we would ask that you review the number of trips we have estimated and notify us immediately if our estimated trips do not meet with your construction schedule so that we may avoid a conflict during the project due to variances. We can only estimate the number of trips that will be needed based on like projects which we have had experience with.

FEE SCHEDULE FOR THE STREET MAINTENANCE BUILDING PROJECT

Vehicle Fee	per mile	$ .75
Geotechnical Engineer	per hour	$ 150.00
Project Manager	per hour	$ 130.00
Concrete/Soils Technician	per hour	$ 68.00
Standard Proctor	each	$ 150.00
Compressive Strength of Concrete Cylinders	each	$ 16.00
Compressive Strength of Grout Prisms	each	$ 35.00
Prism Box Molds	each	$ 15.00
Cylinder Molds	each	$ 2.00
Report Preparation	per hour	$ 36.00

AGREED TO THIS 12th DAY OF October, 2020

BY: Eric P. Jensen

TITLE: Mayor

FIRM: City of Carroll, Iowa

GENERAL CONDITIONS
TESTING AND OBSERVATION 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: Personnel Responsibility

The presence of CTS field representatives will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that our firm will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

SECTION 3: Meaning of "Observation"

The term "observation" implies only that we would observe the progress of the work we have agreed to be involved with and perform tests, from which to develop an opinion as to whether the work essentially complies with the job requirements.

SECTION 4: Accuracy of Test Locations and Elevations

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

SECTION 5: Degree of Certainty of Compliance

With any manufactured product, there are statistical variations in its uniformity, and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observation and testing, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for Scope of Services requested by our client. The degree of certainty for compliance with project specifications is much greater with full-time observation than it is with intermittent observation.

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 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 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 1/2%) per month, but not exceeding the 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 business 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 of 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 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: Limitation of Liability

The client agrees to limit CTS's liability to the owner and all construction contractors and subcontractors on the project arising from CTS's professional acts, errors, or omissions, such that the total aggregate liability of CTS to all those named shall not exceed $50,000 or CTS's total fee for the services rendered on this project, whichever is greater. The owner further agrees to require of the contractor and his subcontractors an identical limitation of CTS's liability for damages suffered by the contractor or the subcontractor arising from CTS's professional acts, errors, or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of CTS's professional acts, errors or omissions.

SECTION 13: 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 with 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.

SECTION 14: 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 of termination or suspension shall include all direct costs of CTS required to complete analyses 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 15: 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