

RESOLUTION 23-07


A RESOLUTION ADOPTING THE BUDGET AMENDMENT FOR FISCAL YEAR 2022-20223 AS PUBLISHED IN THE CHRONICLE ON APRIL 20TH, 2023.

WHEREAS, The hearing on the proposed budget was held as published in the Chronicle on April 20TH, 2023, and

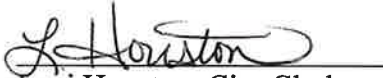
WHEREAS, There were no taxpayers or residents present either for or against said budget amendment,

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Early, Iowa, to approve the budget amendment for the fiscal year 2022-2023 as published in the Chronicle on April 20TH, 2023.

Approved and adopted this 2nd day of May 2023.


Sharon Ann Irwin, Mayor

ATTEST:


Lexi Houston, City Clerk

RESOLUTION 23-07

In Re: CTS Proposal No. 6437

WHEREAS, the City of Early has been provided with a Proposal No. 6437 from Certified Testing Services, Inc. ("CTS") for soil testing services required for the W.2nd Street Culvert Replacement; and

WHEREAS, it is the best interest of the City and its citizens to enter into such contract to receive soil testing as described in the proposal; and

WHEREAS, CITY and the CTS desire to enter into the Agreement to Provide Professional Services regarding the scope of services and fees as set forth on the attached Exhibit "A" incorporated herein by this reference;

NOW, THEREFORE, be it Resolved as follows:

1. That the Agreement as shown on Exhibit "A" is approved;
2. That the work and payment terms set forth in the Agreement are approved immediately upon passage of this Resolution;
3. That the Mayor and the Clerk of the City of Early are authorized to execute all documents and to carry forth all things necessary to effectuate this Agreement;

Passed on the 6th day of July, 2023.

CITY OF EARLY, IOWA

By Sharon Ann Irwin
SHARON IRWIN, MAYOR

Attest L Houston
Lexi Houston, CITY CLERK



Certified Testing Services, Inc.

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

June 27, 2023

Attn: Ms. Lexi Houston, City Clerk
City of Early
P.O. Box 411
Early, Iowa 50535-0411

RE: Geotechnical Exploration Services
W. 2nd Street Culvert Replacement
Early, Iowa
CTS Proposal No. 6437

Dear Ms. Houston,

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. Spencer Pech, P.E. of ISG, presented preliminary project information in emails on June 20 and 21, 2023. The email on June 20, 2023, included an aerial showing the location of the culvert and Contech Engineering Solutions "Geotechnical Engineering Guidelines for Soil-Metal Structures". The email on June 21, 2023, included Sheet C3-44 that was titled, "Main Tile Plan & Profile". CTS understands that the project will consist of replacing an existing culvert with an aluminum box culvert from Contech Engineering Solutions on West 2nd Street between West Main Street and Oak Street in Early, Iowa. The following is our understanding of the project:

Aluminum Box Culvert

- Plan dimensions of 63'-3" long by 13 feet wide and 3 feet high with 73 degree angle from center of road
- Culvert will be placed on a granular footing pad with approximately 2.5 feet of fill over the top of the culvert
- Report will be based on up to 6 inches of differential settlement in 50 feet, based on Contech Engineering Solutions information
- Report will also be based on less than a foot of cut/fill to bring street to final grade

Scope of Work

Based on the information provided by Mr. Pech, CTS proposes to perform two soil test borings to depths of 25 feet below the existing grade in the project area. 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 and other 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, classification of the material encountered, provide thickness of the existing pavement and granular subbase, determine the moisture content of the existing material, provide a allowable bearing capacity and estimated settlement for the culvert foundation, and groundwater information.

The scope of services is based on the public utilities being located by CTS through the Iowa One Call Service and the boring locations being accessible to a truck

mounted drill rig. **It should be noted that Iowa One Call Service will not locate private utilities. The ISG and/or City of Early should make CTS aware of all private utilities that the Iowa One Call Service will not locate. CTS cannot be held responsible for private utilities that we cut that 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 work for a lump sum amount of \$2,340.00, 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.

Costs associated with accessing the site, such as bulldozer rental and/or wrecker services would be billed at a rate of cost plus 15% in addition to our not to exceed cost amount. Standby time required due to access problems and problems caused by conditions outside of CTS's control would also be charged in addition to the lump sum amount.

Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. The lump sum cost amount assumes that adequate bearing materials will be encountered within the planned boring depths. If unsuitable materials are encountered, the borings may need to be extended. We will not exceed the lump sum fee without your prior approval. Our lump sum fee covers the activity required to present our findings in a report. Our lump sum fee includes engineering services for the review of foundation 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 ten to fifteen working days after receiving written notice to proceed if we are provided with access to the site and weather and site conditions permits. CTS's written report will follow within ten 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 copy of the signature page may be faxed to (712) 252-0110 or emailed to mdailey@ctsgeo.com would serve as written authorization. Please complete as many items as possible on the attached project data sheet and return with the signature page.

CTS appreciates the opportunity to submit this proposal and looks 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.



James A. Bertsch, P.E.
Senior Geotechnical Engineer



Matthew R. Dailey, P.E.
Geotechnical Department Manager

JAB/MRD/jb

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

AGREED TO THIS 6th **DAY OF** July, 20 23

SIGNATURE: Lexi Houston

PRINTED NAME: Lexi Houston

TITLE: City Clerk on behalf City Council

FIRM: _____

SCHEDULE OF SERVICES AND FEES

<u>Field Services</u>	<u>Unit</u>	<u>Unit Fees</u>
Mobilization	Per Trip	\$260.00
Drilling	Per foot	11.00
Sampling	Each	10.00
Drilling and Patching Pavement	Each	25.00
Standby	Hour	150.00
 <u>Lab Services</u>		
Atterberg Limits	Each	\$90.00
Moisture Content	Each	9.00
Dry Density	Each	11.00
Unconfined Compression	Each	16.00
Gradation Test	Each	90.00
 <u>Report</u>		
Additional Reports	Each	\$30.00
Senior Engineering Technician	Hour	68.00
Crew Chief	Hour	78.00
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: _____
Email: _____	Email: _____

Request for Distribution of Hard Copies and Electronic Copies

Request for Distribution of Electronic Copies Only

6. Invoicing Address:

Attn: _____

Email: _____

This document is a fillable form

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 measurements 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 1/2%) 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: 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 more. 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 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 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 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 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 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.



**Geotechnical Engineering
& Construction Testing**

SIoux CITY, IA • 712-252-5132
STORM LAKE, IA • 712-213-8378