

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM**

**#13a**

Date: 11/16/2016 Weekly Agenda Date: 11/22/2016

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Kenny Schmitz

**WORDING FOR AGENDA ITEM:**

Motion to Approve Soil Testing Services quote related to the Woodbury County Law Enforcement Center Jail Expansion Project

**ACTION REQUIRED:**

Approve Ordinance ☐

Approve Resolution ☐

Approve Motion ☒

Give Direction ☐

Other: Informational ☐

Attachments ☐

**EXECUTIVE SUMMARY:**

Approve motion to complete soil testing services at support column boring locations required in the LEC Jail Expansion Project

**BACKGROUND:**

Additional support columns would be required to provide appropriate detention cell weight distribution. Sub-level boring would be necessary at support column locations. Testing of the soil at these locations will verify soil compaction in these areas.

**FINANCIAL IMPACT:**

\$3,800.00 CIP -LEC Expansion Project

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes ☐ No ☐

**RECOMMENDATION:**

Approve motion and authorize Certified Testing Services to proceed with soil testing.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve Certified Testing Services quote dated September 7th, 2016.



## **Certified Testing Services, Inc.**

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

September 7, 2016

Attn: Mr. Kenny Schmitz  
Building Services Director  
Woodbury County  
620 Douglas Street, Room B07  
Sioux City, Iowa 51101

RE: Geotechnical Exploration Services  
Building Modification  
Woodbury County Law Enforcement  
Center  
Sioux City, Iowa  
CTS Proposal No. 3886

Dear Mr. Schmitz,

### 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. Brent Koch, AIA for CMBA Architects presented preliminary project information through a request for proposal received by email on September 2, 2016. The request for proposal included project information, a modified copy of a Sheet S-1A that showed the proposed boring locations and a portion of Sheet S-1A that showed the proposed new column locations and column information. CTS understands that the project will consist of renovating a portion of the second floor to add modular jail cells, which will require the installation of additional columns in the southwest/western portion of the existing building. CTS understands that the top of the columns will be located 8

inches below the top of floor slab and the footings would be 12 inches thick. It is further understood that the columns will have loads of 39 kips

#### Scope of Work

Based on the above information and the information supplied in the request for proposal, CTS proposes to core four locations and perform borings at the core locations to depths of 15 feet below the top of slab or hand auger refusal, whichever is less. If hand auger refusal is met prior to 15 feet, CTS will perform cone penetrometer tests to depths of 15 feet, if possible. 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 project area and presented in a report.

Items that will be addressed in the report include our understanding of the project information, topographic and subsurface information, review of geologic and subsurface information, review of field and laboratory test procedures, recommendations for type, design and construction of shallow foundations, to include bearing capacities and settlement estimates, discussion on alternate foundations, if required, and groundwater information.

The scope of services is based on the utilities being located by the owner, electrical service and water being provided by the owner and the boring locations being accessible to hand auger equipment. **CTS cannot be held responsible for utility lines that are 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.

### Cost

Based on the scope of work discussed above, CTS proposes to perform the work for four hand auger soil test borings for a not to exceed amount \$3,800.00, which will include three copies of our final report. It is further proposed to perform the work in accordance with the attached CTS "General Conditions" which are incorporated into this proposal.

Our not to exceed price covers the activity required to present our findings in report form. Our not to exceed price includes up to one hour of engineering services for the review of applicable drawings and specifications, at 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 three to five working days after receiving written notice to proceed, if we are provided with access to the site. CTS's written report would be completed within five to seven working days of completion of the fieldwork.

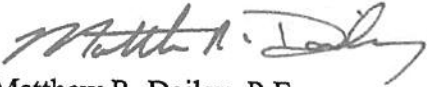
CTS will proceed with the fieldwork based on the receipt of a signed copy of this proposal. To speed up the process a copy of the signature page may be faxed to (712) 252-0110 or e-mailed to [jimbertsch@cableone.net](mailto:jimbertsch@cableone.net) would serve as written authorization. Please complete 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 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.

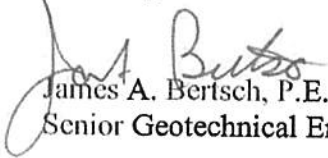
Woodbury County  
September 7, 2016  
CTS Proposal No. 3886  
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Sincerely,

CERTIFIED TESTING SERVICES, INC.



Matthew R. Dailey, P.E.  
Staff Engineer



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

MRD/JAB/jb

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

**AGREED TO THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_, 20\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FIRM:** \_\_\_\_\_

**SCHEDULE OF SERVICES AND FEES**

<b><u>Field Services</u></b>	<b><u>Unit</u></b>	<b><u>Unit Fees</u></b>
Mobilization, Three Man Crew and Equipment	Lump Sum	\$200.00
Hand Auger Drilling, Three Man Crew	Per Hour	200.00
Coring	Each	75.00
Standby	Hour	200.00
 <b><u>Lab Services</u></b>		
Atterberg Limits	Each	\$90.00
Moisture Content	Each	8.00
Dry Density	Each	10.00
Unconfined Compression	Each	15.00
Gradation Test	Each	90.00
 <b><u>Report</u></b>		
Additional Reports	Each	\$30.00
Senior Engineering Technician	Hour	64.00
Crew Chief	Hour	74.00
Staff Engineer	Hour	125.00
Senior Engineer	Hour	155.00

**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. Number and Distribution of Reports:  

( ) Copies To: \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

( ) Copies To: \_\_\_\_\_  
\_\_\_\_\_  
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 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 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 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 waives 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.



**Certified Testing Services, Inc.**

419 W 6th Street  
P.O. Box 1193  
Sioux City, Iowa 51102