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## MEMORANDUM

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TO: RANDY HILL, PUBLIC WORKS DIRECTOR

FROM: JON LUTZ, CITY ENGINEER

SUBJECT: MAD CREEK SEWER EXTENSION  
SUBSURFACE EXPLORATION AGREEMENT

DATE: APRIL 3, 2012

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### INTRODUCTION:

Gravity sanitary sewer is proposed to be constructed along Mad Creek from Park Ave West to Clearview Mobile Home Court. Subsurface exploration and a geotechnical report is necessary for the engineering and construction.

### BACKGROUND:

Bedrock is present in the vicinity and may conflict with the proposed sewer alignment and depth. Borings are proposed at 500 foot intervals extending to 25 feet or to bedrock. The engineer will adjust the design to avoid bedrock where feasible. The report will also contain soil and water table information to be used by the contractors for bidding and construction.

Request for proposals were solicited to 4 area firms with one proposal submitted by Team Services in the amount of \$8,290.00. Additional borings if necessary would be at \$275.00 each. It is the engineer's opinion that the proposal is competitive and Team Services will perform quality work.

### RECOMMENDATION/RATIONALE:

Issue a purchase order for the amount of \$8,290.00 and enter into an agreement with Team Services for subsurface exploration.

### BACKUP INFORMATION:

1. Team Services Proposal

January 9, 2012

City of Muscatine - Public Works  
1459 Washington Street  
Muscatine, IA 52761

Attn: Jon Lutz, P.E.

Re: Proposal for Subsurface Exploration  
Mad Creek Sanitary Sewer  
Muscatine, Iowa  
TEAM Proposal No. 3-2659

Dear Mr. Lutz:

Thank you for giving us the opportunity to provide our professional geotechnical engineering services for the subject project. This proposal documents our understanding of the project and presents a detailed estimate of our scope of services, a projected schedule and a fee estimate.

**Project Information** – Project information has been provided by you through emails to our Mr. Nick Gilles, E.I. on January 6, 2012. Included with the emails were an aerial plan and concept plans showing the proposed sewer alignment. The project will include construction of approximately 11,300 feet of new sanitary sewer in Muscatine, Iowa. Soil borings are desired at intervals of approximately 500 feet along the proposed sewer alignment.

**Scope of Services** – As requested, we propose to drill 23 borings along the proposed sewer alignment spaced at approximately 500 foot intervals. The borings will be drilled depths of 25 feet or to auger refusal, whichever is less. Samples will either be obtained from the augers or by split-barrel sampling procedures (ASTM D-1586) depending on the soils encountered. Soil samples will be obtained at approximately 5-foot intervals.

Samples will be tested in accordance with our laboratory testing program where water content tests will be performed on split-barrel and auger samples. All tests and drilling operations will be performed in general accordance with the applicable ASTM procedures.

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A report will be prepared under the supervision of a licensed engineer addressing the available project information, our exploratory and laboratory testing procedures and results, and providing geotechnical engineering recommendations to be used for design and construction of the proposed sanitary sewer.

**Fees** -- Based on the above-proposed program, we propose the following fee schedule of rates and estimated quantities.

Work Item	Unit Description	Unit Rate	Estimated Quantity	Extension
ATV Drill Rig Mobilization	Lump Sum	\$800.00	1	\$800.00
Per Diem (2 man drill crew)	Per Night	\$120.00	2	\$240.00
Tree Clearing, if required	Per Hour	\$150.00	-	-
Boring Layout/ Joint Meet for Utility Locates	Lump Sum	\$500.00	1	\$500.00
Soil Drilling and Sampling	Linear Foot	\$10.00	575	\$5,750.00
Laboratory Testing	Lump Sum	\$300.00	1	\$300.00
Boring Logs and Engineering Report	Lump Sum	\$700.00	1	\$700.00
Projected Estimate:				<b><u>\$8,290.00</u></b>

If additional 25-foot borings and associated lab testing are requested, they will be charged at a rate of \$275.00 each. An invoice will be submitted upon completion of our services. Unless otherwise instructed, invoices will be submitted to your attention.

**Conditions** -- Items to be provided by the client include the right of entry to conduct the exploration and the location of any private utilities existing in the area. We will call Iowa One Call for public utility location. Utilities not owned by subscribers to Iowa One Call should be identified to us. If there are any other restrictions or special requirements regarding this site or exploration, these should also be known prior to commencing field work. Our terms and conditions are attached and should be considered a part of our proposal for services.

**Performance Schedule** -- We anticipate starting field exploration within 10 to 15 working days of written notice to proceed, weather permitting. Our completed report would be submitted within 10 working days after completion of field and laboratory work. If the above schedule does not meet your schedule, please contact us to discuss possible alternative schedules.

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If in agreement with the outlined services, please sign below, and return this proposal letter to our office for notice to proceed. Thank you for the opportunity to submit this proposal. If there are any questions regarding this proposal, please do not hesitate to contact us.

Sincerely,  
TEAM Services

A handwritten signature in blue ink, appearing to read "Nicholas Gilles".

Nicholas Gilles, E.I.  
Senior Staff Engineer

A handwritten signature in blue ink, appearing to read "Stacy G. Brocka".

Stacy G. Brocka, P.E.  
Senior Geotechnical Engineer

Enclosure: TEAM Services Terms & Conditions

ACCEPTANCE

BY: \_\_\_\_\_  
(Name of Individual)

FOR: \_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Printed Name)

DATE: \_\_\_\_\_

## TEAM SERVICES TERMS AND CONDITIONS

**PAYMENT TERMS** - Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Client agrees to pay all costs associated with collection of overdue invoices, including reasonable attorney's fees.

In the event Client requests termination of the services prior to completion, a termination charge in an amount not to exceed thirty per cent of all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of TEAM Services be made. If during the execution of the services, TEAM Services is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

**INSURANCE** - TEAM Services maintains Workers' Compensation and Employer's liability Insurance in conformance with applicable state law. In addition we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of \$500,000/\$500,000 and property damage limits of \$500,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TEAM Services will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits. TEAM Services shall maintain professional liability insurance in the amount of \$1,000,000 (claims made basis).

**STANDARD OF CARE** - The only warranty or guarantee made by TEAM Services in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

**SAMPLING OR TESTING LOCATION** - The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in TEAM Services' report or shown on sketches are based on specific information furnished by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

**RIGHT-OF-ENTRY** - Unless otherwise agreed, Client will furnish right of entry on the property for us to make the planned borings, surveys, tests, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage which may result. If Client desires us to restore the property to its former condition, we will accomplish this and add the cost to our fee.

**DAMAGE TO EXISTING MANMADE OBJECTS** - It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests or boring locations. TEAM Services' field personnel are trained to recognize clearly identifiable stakes or markings in the field and without special written instructions to initiate field testing drilling and/or sampling within a reasonable distance of each designated location. If TEAM Services is cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, TEAM Services will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and save harmless from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to TEAM Services in writing, and to reimburse TEAM Services for expenses in connection with any such claims or suits, including reasonable attorney's fees.

**SAMPLE DISPOSAL AGREEMENT** - Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and drilling samples or other specimens will be disposed of 60 days after submission of our report. Upon written request, TEAM Services will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

**OWNERSHIP OF DOCUMENTS** - All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by TEAM Services are instruments of service pursuant to this Agreement, shall be the sole property of TEAM Services. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of TEAM Services. At the request and expense of Client, TEAM Services will provide Client with copies of documents created in the performance of the work for a period not exceeding five years following submission of the report contemplated by this Agreement.

**SAFETY** - Should TEAM Services provide periodic observations or monitoring services at the job site during construction, Client agrees that in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by TEAM Services is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

**SITE VISITS** - Client agrees that TEAM Services will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that TEAM Services will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that field services provided by TEAM Services will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision," "inspection," or "control" are used to mean periodic observation of the work and the conducting of tests by TEAM Services to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees does not mean that TEAM Services is observing placement of all materials. Full-time inspections means that an employee of TEAM Services has been assigned for eight-hour days during regular business hours.

**GOVERNING LAW** - This agreement shall be governed in all respects by the laws of the State of Iowa.