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## MEMORANDUM

TO: Mayor and City Council  
Josh Tetzlaff, City Administrator

FROM: Chris Knutson, PE (Lic. MN)  
City Engineer

DATE: March 13, 2024

RE: Approval of Materials Testing  
SEH No. NEWPR 173957 14.00

### PROPOSAL FOR CONSTRUCTION MATERIALS TESTING

In August of last year, a request for proposals to provide soil borings on the 2024 Street and Utility Improvement Project was sent out to three geotechnical firms. Chosen Valley Testing (CVT) provided the lowest fee and was awarded the contract. As with previous street and utility improvement projects, they were engaged directly to provide a proposal to provide materials testing for the construction phase of the project.

The proposal as provided is an estimation of services. Geotechnical testing is highly dependent on contractor activities and the number of trips required to complete the work. The unit costs for testing service are competitive and less than received on previous projects. The estimate of services for the project is \$27,032.

### ENGINEER RECOMMENDATION

**It is recommended that the Council authorize the Public Works Director to enter into the contract for Construction Materials Testing Services with Chosen Valley Testing on behalf of the City of New Prague.**

cdk

Attachment:

c: Matt Rynda, Public Works Director

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**Cost Estimate for Special Inspection and Construction Material  
Testing Services**

2024 Street and Utility Improvements  
New Prague, Minnesota

**Prepared for:**

Mr. Joshua Tetzlaff  
City of New Prague

c/o: Mr. Chris Knutson  
SEH

March 11, 2024  
23303.24.MNR

# Chosen Valley Testing Inc.

Geotechnical Engineering and Testing • 1410 7<sup>th</sup> Street N.W. • Rochester, MN 55901 • Telephone (507) 281-0968

Mr. Joshua Tetzlaff  
City of New Prague  
118 Central Ave North  
New Prague, MN 56071

March 11, 2024

c/o: Mr. Chris Knutson  
SEH

**Re: Proposal for Construction Materials Testing Services  
2024 Street and Utility Improvements  
New Prague, Minnesota  
CVT Proposal Number: 23303.24.MNR**

Dear Mr. Tetzlaff:

Chosen Valley Testing, Inc. is pleased to submit this proposal for construction materials testing services for the planned street and utility improvements in New Prague, Minnesota. We performed the soil borings and authored the geotechnical report for the streets, and are very interested in performing the construction materials testing and observations for this project.

## Rate Schedule

Field services would be conducted from our main office in Rochester, Minnesota. We propose to provide the services in accordance with the following hourly or unit rate schedule. The rates shown include costs for all equipment associated with the services.

- |  |                                   |
|--|-----------------------------------|
| • Field Testing Technician (Soils, Concrete) | \$64.00/hour                      |
| • Vehicle/Trip Charges                       | \$140.00/trip                     |
| • Proctor Density Tests                      | \$150.00/test                     |
| • Gradations                                 | \$150.00/test                     |
| • Concrete Cylinders                         | \$18.00/cylinder                  |
| • Nuclear Density Meter                      | \$0.00 (included in hourly rates) |

## Scope

The project consists of street and utility improvements to portions of 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 6<sup>th</sup> Streets NE; 1<sup>st</sup> Street SE; and Lyndale, Lexington, and Sunset Avenues North.

**Earthwork:** The specifications state trench compaction tests are to be performed for every 300 linear feet of water, sanitary sewer, and storm sewer within the roadway. Tests should be performed both in the upper 3 feet and below 3 feet in addition to density testing of the select granular and aggregate base layers. The specifications also specify gradations are required at a rate of 1 per 1,000 tons for both select granular and aggregate base materials.

We estimate the compaction testing of the utility backfill and select granular and aggregate base will require 16 site visits assuming multiple areas can be tested on each trip. We have also included 5 trips to observe

proofrolls upon the subgrade prior to paving. Finally, we have included 4 trips to retrieve gradation samples during aggregate base placement.

A Proctor test will be required for each soil type used as fill. The Proctor moisture-density tests will be performed in accordance with ASTM D 698 (standard method). Due to the likely variance in fill soils at the site and including Proctors for both select granular and Class 5 materials, we estimate that 6 Proctor tests will be required. We have also included costs to perform 30 total gradations for the project, 22 for the select granular and 8 for the Class 5.

**Concrete and Reinforcement:** The specifications require a set of 4 cylinders be cast within the first 25 yards of concrete placed per day with additional sets being required for every 100 yards above the initial 25. The curb pours will likely fall between 25 and 125 yards, so we have budgeted for 2 sets per mix per day. We have assumed a total of 16 curb pours for the project. In addition to casting cylinders, we will test the concrete for temperature, slump, and air content. We have also included 7 trips to pick up cylinders when we will not be needed on site for other work.

**Reporting:** We will issue compaction and concrete test reports as the testing is completed. Although we do not anticipate any unexpected soil problems, we have included a unit rate of \$150.00 per hour for a geotechnical engineer to analyze and provide recommendations for any unusual field conditions or problems, should they arise.

**Execution of Costs**

The costs for the work will depend on the project schedule and other factors. The tabulation below summarizes our estimated total costs per type of testing/inspection. The tabulation attached to this proposal show the detailed cost breakdown for each of these tasks.

Estimated Costs for Earthwork Observation and Compaction Testing	\$15,044
Estimated Costs for Concrete Observation and Testing	\$11,988
Total Estimated Cost	\$27,032

**Terms**

We will perform the work on a unit cost basis according to the attached table. The total costs shown are our estimate of the costs based on the drawings and our perception of how this project might be completed. We will only charge for those services performed. An invoice will be mailed to you monthly and at the completion of the job. Payment for services is expected within 30 days. Interest will be added to invoices over 30 days.

**Remarks**

We appreciate the opportunity to propose construction materials testing services to you on this project. If you choose to use our services, please sign the authorization sheet attached and return a copy back to us. Please feel free to call us at (507) 281-0968 if you have any questions or desire further information.

Sincerely,

**Chosen Valley Testing, Inc.**



Tony Meyers  
Lab Manager

## New Prague 2024 Street Improvements

<b>1. Earthwork Observation and Compaction Testing</b>					
<b>Time &amp; Trips</b>	<b>Site Visits</b>	<b>Est. Hours per Visit</b>	<b>Total Hours</b>	<b>Unit Cost</b>	<b>Cost</b>
Compaction Testing	16	4	64	\$64	\$4,096
Proofroll Observations	5	4	20	\$64	\$1,280
Sample Retrieval	4	3	12	\$64	\$768
Lic. Professional Engineer				\$150	
Vehicle & Mileage Charges, per Trip	25			\$140	\$3,500
<b>Tests</b>			<b>No. Of Tests</b>	<b>Unit Cost</b>	<b>Cost</b>
Laboratory Proctor Tests			6	\$150	\$900
Gradations			30	\$150	\$4,500
<b>Total</b>				<b>Est. Costs for Earthwork and Compaction Testing</b>	<b>\$15,044</b>

<b>2. Bituminous Pavement Testing and Aggregate Base Compaction</b>					
<b>Time &amp; Trips</b>	<b>Site Visits</b>	<b>Est. Hours per Visit</b>	<b>Total Hours</b>	<b>Unit Cost</b>	<b>Cost</b>
Asphalt Sampling					
Vehicle & Mileage Charges, per Trip					
			<b>No. Of Tests</b>	<b>Unit Cost</b>	<b>Cost</b>
Bituminous Properties (Rice test, gyratory density, extraction/gradation)					
Core Density and Thickness					
<b>Total</b>				<b>Est. Costs for Bituminous Testing</b>	<b>\$0</b>

<b>3. Concrete Testing</b>					
<b>Time &amp; Trips</b>	<b>Pours</b>	<b>Est. Hours per Pour</b>	<b>Total Hours</b>	<b>Unit Cost</b>	<b>Cost</b>
Curb and Gutter	16	5	80	\$64	\$5,120
Special Cylinder Pick-ups	7	3	21	\$64	\$1,344
Vehicle & Mileage Charges, per Trip	23			\$140	\$3,220
				Subtotal	\$9,684
<b>Test Cylinders - includes cylinder mold, curing, and reporting</b>	<b>Pours</b>	<b>Sets/Pour</b>	<b>Sets x Pours x 4 Cyls/set</b>	<b>Unit Cost</b>	<b>Cost</b>
Curb and Gutter	16	2	128	\$18	\$2,304
				Subtotal	\$2,304
<b>Total</b>				<b>Est. Costs for Concrete Testing</b>	<b>\$11,988</b>

<b>4. Masonry Testing</b>					
<b>Time &amp; Trips</b>	<b>Site Visits</b>	<b>Est. Hours per Visit</b>	<b>Total Hours</b>	<b>Unit Cost</b>	<b>Cost</b>
Grout and/or Mortar Sampling, per hour					
Vehicle & Mileage Charges, per Trip					
<b>Tests</b>	<b>Sets</b>	<b>Cylinders/Cubes per Set</b>	<b>Sets x Pours x Cyls/Set</b>	<b>Unit Cost</b>	<b>Cost</b>
Mortar Cubes, per sample					
Grout Compression, per sample					
Masonry Prisms, per Test					
Transportation of Masonry Prisms					
<b>Total</b>				<b>Est. Cost for Masonry Testing</b>	<b>\$0</b>

<b>5. Structural Steel Observations</b>					
<b>Time &amp; Trips - Routine Inspection</b>	<b>Site Visits</b>	<b>Est. Hours per Visit</b>	<b>Total Hours/Units</b>	<b>Unit Cost</b>	<b>Cost</b>
Weld and Bolting Inspection					
Vehicle & Mileage Charges, per Trip					
<b>Total</b>				<b>Est. Cost of Structural Steel Inspections</b>	<b>\$0</b>

<b>Administrative and Reporting Costs</b>			<b>Quantity</b>	<b>Unit Cost</b>	<b>Cost</b>
Report					\$0
				<b>Est Cost for Administrative and Reporting Costs</b>	<b>\$0</b>

<b>Total Estimated Costs for All Services</b>	<b>\$27,032</b>
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Authorization to Proceed



**Proposal for Construction Materials Testing Services**

**Project: 2024 Street and Utility Improvements**

**Prepared by: Chosen Valley Testing Inc.**

**Date: March 11, 2024**

**Commencement of the above Project or Work Package, as outlined in the attached cost estimate from Chosen Valley Testing, Inc., is hereby authorized.**

**Authorizing Person(s):**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Minnesota

\_\_\_\_\_  
Iowa

\_\_\_\_\_  
Wisconsin

## GENERAL CONTRACT PROVISIONS

### ARTICLE 1 – PERFORMANCE OF THE WORK

Chosen Valley Testing, Inc. (“CVT”) shall perform the services under this Agreement in accordance with the care and skill ordinarily exercised by members of CVT’s profession practicing under similar circumstances at the same time and in the same locality. Sampling procedures employed by CVT during the Work can indicate actual conditions only at the precise locations from which, and only at the time, samples are taken. CVT may make inferences based upon the results of sampling or related testing to form a professional opinion of conditions in areas beyond those from which samples were taken. However, because a sampling program cannot prove the non-existence or non-presence of conditions or materials, CVT makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

### ARTICLE 2 – ADDITIONAL SERVICES

If the Client requests that the CVT perform any services which are beyond the scope as set forth in the Proposal, or if changed or unforeseen conditions require the CVT to perform services outside of the original scope, then, CVT shall promptly notify the Client of cause and nature of the additional services required. Upon notification, CVT shall be entitled to an equitable adjustment in both compensation and time to perform.

### ARTICLE 3 – SCHEDULE

Unless specific periods of time or dates for providing services are specified in a separate Exhibit, CVT’s obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. The Client agrees that CVT is not responsible for damages arising directly or indirectly from any delays for causes beyond CVT’s control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, or other natural disasters or acts of God; fires, riots, war or other emergencies; any action or failure to act in a timely manner by any government agency; actions or failure to act by the Client or the Client’s contractor or CVTs; or discovery of any hazardous substance or differing site conditions. If the delays outside of CVT’s control increase the cost or the time required by CVT to perform its services in accordance with professional skill and care, then CVT shall be entitled to a reasonable adjustment in schedule and compensation.

### ARTICLE 4 – CONTRACTOR RESPONSIBILITIES

CVT neither guarantees the performance of any Contractor retained by Client nor assumes responsibility for any Contractor’s failure to furnish and perform the work in accordance with the construction documents. Client acknowledges CVT will not direct, supervise or control the work of contractors or their subcontractors, nor shall CVT have authority over or responsibility for the contractors means, methods, or procedures of construction. CVT’s services do not include review or evaluation of the Client’s, contractor’s or subcontractor’s safety measures, or job site safety. Job Site Safety shall be the sole responsibility of the contractor who is performing the work.

### ARTICLE 5 – CLIENT RESPONSIBILITIES

Client is responsible to provide CVT with access to the site. Client shall also provide CVT with any other previous geotechnical or other reports, investigations, specifications, plans and other information about the site to which Client has access. Changes in plans and information about the site conditions that becomes known after our report may affect CVT’s opinions.

Drilling, sampling, and other subsurface work will cause disruption to the site and in particular to any paving or other structures in place over the selected sampling locations. CVT will use reasonable care to minimize damage to the site, but CVT has not included the cost of restoring normal damage in the estimated charges contained within its proposal. Client agrees to equitable adjust the contract amount in the event that Client seeks repair of the site in a manner more than is customary in the industry.

### ARTICLE 6 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by CVT pursuant to this Agreement are CVT’s Instruments of Service and CVT retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by CVT. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. CVT makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination of the work, the CVT may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client’s obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the CVT except for the specific purpose intended will be at the Client’s risk and full legal responsibility and Client expressly releases all claims against CVT arising from re-use of the Instruments of Service without CVT’s written consent, verification or adaptation.

The Client will, to the fullest extent permitted by law, indemnify and hold the CVT harmless from any claim, liability or cost (including reasonable attorneys’ fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the CVT. Under no circumstances shall transfer of Instruments of Service be deemed a sale by CVT, and CVT makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. CVT shall be entitled to compensation for any consent, verification or adaptation of the Instruments of Service for extensions of the Project or any other project.

### ARTICLE 7 – PAYMENTS

Payment to CVT shall be on a lump sum or hourly basis as set out in the Agreement. CVT is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies CVT in writing of any disputed items within 15 days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. CVT reserves the right to retain products of service until all invoices are paid in full. CVT will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or products of service until all invoices are paid in full. CVT shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney fees, incurred in connection with collecting amounts owed by Client. In addition, CVT may, after giving seven days’ written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges. Payment methods, expenses and rates may be more fully described in Exhibit C and Exhibit E.

### ARTICLE 8 – HAZARDOUS MATERIALS

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that CVT is not a user, handler, generator, operator, treater, arranger, storer, transporter or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by CVT.

The Client agrees to indemnify CVT and its officers, subCVT(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or

contaminants of any kind, except that this clause shall not apply to such liability as may arise out of CVT's sole negligence in the performance of services under this Agreement arising from or relating to hazardous or toxic substances, pollutants, or contaminants specifically identified by the Client and included within CVT's services to be provided under this Agreement.

#### **ARTICLE 9 - INSURANCE**

CVT has procured general and professional liability insurance. On request, CVT will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits.

#### **ARTICLE 10 – TERMINATION OR SUSPENSION**

If CVT's services are delayed or suspended in whole or in part by Client, or if CVT's services are delayed by actions or inactions of others for more than 60 days through no fault of CVT, CVT shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by CVT in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination CVT shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses. CVT is entitled to payment even if the project does not go forward or is not constructed.

This Agreement may be terminated by either party upon thirty days' written notice without cause. CVT shall upon termination only be entitled to payment for the work performed up to the Date of termination. In the event of termination, copies of plans, reports, specifications, electronic drawing/data files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the CVT pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client upon payment of all amounts due as of the date of termination. All provisions of this Agreement allocating responsibility or liability between the Client and CVT shall survive the completion of the services hereunder and/or the termination of this Agreement.

#### **ARTICLE 11 - INDEMNIFICATION**

The CVT agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the CVT's negligence or willful misconduct.

The Client agrees to indemnify and hold the CVT harmless from any damage, liability or cost to the extent caused by the Client's negligence or willful misconduct.

#### **ARTICLE 12- WAIVER OF CONSEQUENTIAL DAMAGES**

The CVT and Client waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the Client for rental expenses, for loss of use, loss of income, lost profit, project delays, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and (2) Damages incurred by the CVT for principal office expenses including the compensation for personnel stationed there, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from the Work. The CVT and Client further agree to obtain a similar waiver from each of their contractors, subcontractors or suppliers.

#### **ARTICLE 13 - ASSIGNMENT**

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CVT or Client. This Agreement is for the exclusive benefit of CVT and Client and there are no other intended beneficiaries of this Agreement.

#### **ARTICLE 14 - CONFLICT RESOLUTION**

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and CVT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

#### **ARTICLE 15 - CONFIDENTIALITY**

The CVT agrees to keep confidential and not to disclose to any person or entity, other than the CVT's employees, and the general contractor and subcontractors, if appropriate, any data and information furnished to the CVT and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CVT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CVT to complete services under the Agreement or defend itself from any suit or claim.

#### **ARTICLE 16 – LIMITATION OF LIABILITY**

To the maximum extent permitted by law, the Client agrees to limit the CVT's liability for any claims by or through the Client to the sum of Fifty Thousand Dollars (\$50,000). This limitation shall apply regardless of the cause of action or legal theory pled or asserted. In addition, Client and CVT each agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns. This mutual waiver shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

#### **ARTICLE 17 - CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of the location of the Project. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to claims for negligence or breach of warranty, that is not settled by nonbinding mediation shall be settled by the law of the state of the location of the Project.

#### **ARTICLE 18 - LOCATION OF UNDERGROUND IMPROVEMENTS**

Client shall provide CVT all information that Client has about buried objects at the site. Where requested by Client, CVT will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, CVT may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where CVT has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the CVT for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the CVT.