

TENTATIVE AGENDA

ROBINS CITY COUNCIL

Monday, September 23rd, 2024 5:30 p.m. – Robins City Hall

(ONE OR MORE MEMBERS OF THE COUNCIL MAY BE ATTENDING VIA ELECTRONIC DEVICE)

AGENDA:

- 1. Call the Meeting to Order
- 2. Pledge of Allegiance to the Flag
- 3. Roll Call
- 4. Approval of the Agenda
- 5. CONSENT AGENDA
 - a. Motion to Approve the Minutes of the September 9th Meeting
 - b. Motion to Approve the List of Bills Submitted for Payment 9-23-2024

6. NEW BUSINESS

- Resolution No. 0924-6 Approving Purchase of Additional Security Cameras for Robins Fire Department Building
- **b.** Resolution No. 0924-7 Approving Proposal by Terracon for Core Sampling on W. Main St. and N. Center Point Rd.
- **c.** Motion to Approve Robins Solid Waste Request for Proposal (RFP)

7. MOTION TO ADJOURN MEETING



Minutes of the September 9th, 2024 City Council Meeting

The regular meeting of the Robins City Council was called to order at 7:00p.m. on Monday, September 9, 2024 at Robins City Hall, 265 S. 2nd St by Mayor Chuck Hinz. Following the Pledge of Allegiance, roll call was taken with the following members present: Councilor Leigh Cook, Councilor Mike Foley, Councilor Dave Franzman, Councilor Cary Smith and Councilor JD Smith. Also present were Deputy City Clerk Lisa Goodin, City Attorney Doug Herman, Planning & Zoning Administrator Dean Helander, Police Chief Andy Humphrey, Police Captain Gary Manhart and Public Works Superintendent/Building Official Mike Kortenkamp.

J. Smith moved to approve the agenda, Franzman seconded and all voted aye.

MAYOR'S REPORT:

Mayor Hinz reported that one Robins Farmers Market remains, on September 21st, 2024, and that the market, in it's second year, will be discussed and evaluated looking ahead to the 2025 season. COUNCIL REPORTS:

PUBLIC SAFETY: Foley reported that the Fire Department had fewer calls in August, compared with the prior month. The Police Department was busier in August, with 191 officer contacts, of which 71 were traffic stops, resulting in the issuance of 53 warnings and 19 citations. Additionally, the department has been focusing on tinted automobile window violations, issuing a warning at first contact and a citation upon further contacts. Foley further reported that in the coming months, due to a combination of promotions and retirements, several officers will be leaving the department. Foley, Chief Humphrey and Captain Manhart will work to schedule out the need and report at the next City Council meeting.

STREETS: C. Smith reported that shoulder repairs on N. Center Point Rd. are complete. Upon approval of resolution of Resolution 0924-4, the City will purchase a flail mower to maintain roadside ditches. This mower is anticipated to pay for itself within 2 years. Additionally, Terracon will be obtaining core samples of W. Main St. and N. Center Point Rd, in preparation for the submittal of quotations to overlay these roadways.

FINANCE: Cook reported that the budget looks good and on track, two months into the new fiscal year. PARKS: Franzman reported the need of a couple Ash trees have succumbed to the Emerald Ash Borer and will need to be removed.

PUBLIC WORKS: J. Smith reported the City is prepared to make its final payment to Rathje for the SE Trunk Sanitary Sewer project, adding that a retainage will be kept for two years.

CITIZENS' COMMENTS – Non-Agenda Items:

Todd Roberts, 420 Michelle Ave., Robins – Mr. Roberts expressed frustration with the condition of his rear yard following the completion of the SE Trunk Sanitary Sewer project, stating that despite considerable expense and effort on his part, the area remains weedy and grass is difficult to grow.

Lea Benson, 450 Michelle Ave., Robins – Ms Benson echoed Mr. Roberts frustration, reporting that the installed permeable pavers do not allow enough grass to grow, her tree is dying slowly as a result of the work, that city employees are mowing adjacent areas too short and that the disturbed areas are growing weeds, not grass.

Kortenkamp responded that Linn C-op has been contacted to spray for weeds. Mayor Hinz responded to residents with his intent for Kortenkamp and himself to speak with Snyder & Associates regarding a remedy to this issue.

CONSENT AGENDA:

J. Smith moved to approve the Consent Agenda, which contained the Minutes of the August 19th meeting and the List of Bills Submitted. Cook seconded and all voted aye.

OLD BUSINESS:

Resolution No. 0924-1, Approving Reserve Officer Salary and Quarterly Stipend. Attorney Herman recommended additional language to clarify "in good standing at the end of the quarter." Foley moved to

approve Resolution as amended, Franzman seconded. Roll call votes were as follows: Foley – aye, C. Smith – aye, Cook – aye, Franzman – aye, J. Smith – aye.

NEW BUSINESS:

- a. **Resolution No. 0924-2,** Pay Request #9 and Change Order #8 to Rathje Construction for the SE Trunk Sanitary Sewer Improvements from S. Mentzer to Dry Creek. J. Smith moved to approve the Resolution as written, Foley seconded. Roll call votes were as follows: Cook aye, C. Smith aye, Foley aye, J. Smith aye, Franzman aye
- b. **Resolution No. 0924-3**, Purchase of Additional Security Cameras for City Hall and Public Safety Building. Cook moved to approve the Resolution, J. Smith seconded. Roll call votes were as follows: C. Smith aye, Foley aye, J. Smith aye, Franzman aye, Cook aye.
- c. **Resolution No. 0924-4,** Purchase of Boom-Mounted Flail Mower and Safety Glass for John Deere Tractor. J. Smith moved to approve the resolution, Cook seconded. Roll call votes were as follows: Foley aye, J. Smith aye, Franzman aye, Cook aye, C. Smith aye
- d. **Resolution No. 0924-5,** Appointing Interim City Clerk. J. Smith moved to approve the resolution, Cook seconded. Roll call votes were as follows: Franzman aye, Cook aye, C. Smith aye, Foley aye, J. Smith aye.

ADJOURN: C. Smith moved to adjourn at 7:32 p.m., Cook seconded and all voted aye.

ATTEST:	Chuck Hinz, Mayor
Lisa Goodin, City Clerk/Treasurer	

CLAIMS REPORT /endor Checks: 9/15/2024- 9/23/2024

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Payroll Checks: 9/15/2024- 9/23/2024

GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK#	CHECK DATE
001-050-2120 001-050-2121 001-050-2122 001-050-2123 001-050-2123 001-050-2125 001-050-2125	GENERAL ACCOUNTS PAYABLES ELECTRONIC FEDERAL TAX PAYMENT ELECTRONIC FEDERAL TAX PAYMENT IOWA DEPT OF REVENUE IPERS IPERS COLONIAL LIFE DELTA DENTAL OF IOWA WELLMARK BLUE CROSS		2,212.74 1,144.60	32053	9/15/24 9/15/24
	050	ACCOUNTS PAYABLES TOTAL	14,567.42		
001-110-6230 001-110-6331 001-110-6371 001-110-6373 001-110-6373 001-110-6373 001-110-6373 001-110-6373 001-110-6504 001-110-6507 001-110-6598	POLICE IOWA LAW ENFORCEMENT ACADEMY WEX BANK CITY OF ROBINS JC BACKFLOW ANDY HUMPHREY GARY MANHART U S CELLULAR USA COMMUNICATIONS IPFS CORPORATION POINT COMPUTER SERVICES IOWA APPLIANCE CENTER TEDDER INDUSTRIES LLC	GREF MCGIVERN HAZ MAT IN-SERVI GASOLINE SEWER USE BACKFLOW PREVENTER TESTING PHONE STIPEND PHONE STIPEND CELL PHONE-GREG PHONE SERVICE & LONG DIST CALL MUNICIPAL INSURANCE ARBITRATOR LICENSE EXPIRED 25% SHARE OF REFRIGERATOR HOLSTERS, QUICK DISCONNECTS	20.00 59.25 40.00 53.78 53.78 65.62 11.28 1,339.42 260.00 324.50 1,349.33	32057 32069 32065 32074 32080 32081 32054 32077 32066 32079	9/23/24 9/23/24 9/23/24 9/23/24 9/23/24 9/23/24 9/23/24 9/23/24 9/23/24 9/23/24
	110	POLICE TOTAL	3,576.96		
001-150-6310 001-150-6310 001-150-6310 001-150-6371 001-150-6373 001-150-6373 001-150-6408 001-150-6501 001-150-6501 001-150-6504	FIRE LOWE'S COMMERCIAL MACQUEEN POINTCORE, INC CITY OF ROBINS JC BACKFLOW KEITH FELDKAMP USA COMMUNICATIONS IPFS CORPORATION BOUND TREE MEDICAL CLARK'S PHARMACY IOWA APPLIANCE CENTER	MAINTENANCE SUPPLIES GEAR WASH LAUNDRY SOAP 2X16 YELLOW/BLK NAMEPLATE SEWER USE BACKFLOW PREVENTER TESTING SEPTEMBER PHONE STIPEND PHONE SERVICE & LONG DIST CALL MUNICIPAL INSURANCE 2X BP SYSTEM 5 RX 7555620, RX 755499 75% SHARE OF REFRIGERATOR	11.08 104.28 19.00 59.25 40.00 53.78 2.38 1,897.51 381.98 14.18 973.50	32073 32078 32057 32069 32061 32081 32054 32056 32058	9/23/24 9/23/24 9/23/24 9/23/24 9/23/24 9/23/24 9/23/24 9/23/24 9/23/24 9/23/24
	150	FIRE TOTAL	3,556.94		
001-210-6763	STREETS KEN-WAY TRUCKING 210	JET & VAC TRUCK HEARTLEAF TILE STREETS TOTAL	1,400.00 1,400.00	-	9/23/24
001-430-6310 001-430-6310 001-430-6371	PARKS D AND K PRODUCTS LOWE'S COMMERCIAL CITY OF ROBINS	HERBICIDE MAINTENANCE SUPPLIES SEWER USE	98.12 35.11 157.00	32072	9/23/24 9/23/24 9/23/24

CLAIMS REPORT /endor Checks: 9/15/2024- 9/23/2024

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Payroll Checks: 9/15/2024- 9/23/2024

GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK#	CHECK DATE
	430	PARKS TOTAL	290.23		
001-540-6373	PLANNING & ZONING U S CELLULAR	CELL PHONE-MIKE	60.64	32080	9/23/24
	540	PLANNING & ZONING TOTAL	60.64		
001-620-6373 001-620-6373 001-620-6402 001-620-6408 001-620-6419 001-620-6419	POLICY & ADMIN LISA GOODIN USA COMMUNICATIONS GAZETTE COMMUNICATIONS IPFS CORPORATION G WORKS POINT COMPUTER SERVICES	SEPTEMBER PHONE STIPEND PREVIOUS BALANCE (AUG UNPAID) 8/19/24 MINUTES MUNICIPAL INSURANCE ADDITIONAL FD USERS NEW SERVER & INSTALL	53.78 139.03 66.59 3,013.70 112.00 6,927.34	32081 32063 32054 32062	9/23/24 9/23/24 9/23/24 9/23/24 9/23/24 9/23/24
	620	POLICY & ADMIN TOTAL	10,312.44		
001-650-6310 001-650-6310 001-650-6310 001-650-6371 001-650-6371	CITY HALL DOORS INC LOWE'S COMMERCIAL WILBER MASONRY CITY OF ROBINS JC BACKFLOW	REPAIR CH ENTRY DOOR LOCKS MAINTENANCE SUPPLIES REMOVE E DOOR & S WINDOW SEWER USE BACKFLOW PREVENTER TESTING	180.00 79.75 4,170.00 78.50 80.00	32072 32084 32057	9/23/24 9/23/24 9/23/24 9/23/24 9/23/24
	650	CITY HALL TOTAL	4,588.25		
	001	GENERAL TOTAL	38,352.88		
110-050-2120 110-050-2121 110-050-2122 110-050-2123 110-050-2125 110-050-2125 110-050-2125	ROAD USE ACCOUNTS PAYABLES ELECTRONIC FEDERAL TAX PAYMENT ELECTRONIC FEDERAL TAX PAYMENT IOWA DEPT OF REVENUE IPERS COLONIAL LIFE DELTA DENTAL OF IOWA WELLMARK BLUE CROSS		346.42 248.86	32053	9/15/24 9/15/24 9/15/24 9/15/24
	050	ACCOUNTS PAYABLES TOTAL	3,176.33		
110-210-6310 110-210-6310 110-210-6320 110-210-6332 110-210-6371 110-210-6373 110-210-6373 110-210-6373 110-210-6373 110-210-6373	STREETS D AND K PRODUCTS JC BACKFLOW LOWE'S COMMERCIAL LINN COUNTY REC P&K MIDWEST CITY OF ROBINS NEAL BOECKMANN U S CELLULAR USA COMMUNICATIONS JOEY WELTON IPFS CORPORATION	HERBICIDE BACKFLOW PREVENTER TESTING MAINTENANCE SUPPLIES ELECTRICITY PARTS SEWER USE PHONE STIPEND CELL PHONE-KENNY PHONE/INTERNET SERVICES PHONE STIPEND MUNICIPAL INSURANCE	98.13 80.00 113.05 438.84 12.48 76.00 26.89 88.86 22.59 26.89 2,567.22	32059 32069 32072 32071 32076 32057 32055 32080 32081 32082 32054	9/23/24 9/23/24 9/23/24 9/23/24 9/23/24 9/23/24 9/23/24 9/23/24 9/23/24

CLAIMS REPORT /endor Checks: 9/15/2024- 9/23/2024

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Payroll Checks: 9/15/2024- 9/23/2024

GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK#	CHECK DATE
110-210-6417	MIENE SEPTIC TANK SERVICE	SHOULDER REPAIR -N CTR PT RD	13,525.00	32075	9/23/24
	210	STREETS TOTAL	17,075.95		
	110	ROAD USE TOTAL	20,252.28		
200-710-6833 200-710-6905	DEBT SERVICE DEBT SERVICE UMB BANK N A UMB BANK N A	2020-NEW-D/S-PRINCIPLE-SEWER 2020-NEW-D/S-INTEREST-SEWER			
	710	DEBT SERVICE TOTAL	54		
	200	DEBT SERVICE TOTAL			
600-810-6371	WATER WATER LINN COUNTY REC	ELECTRICITY	313.07	32071	9/23/24
	810	WATER TOTAL	313.07		
	600	WATER TOTAL	313.07		
610-050-2120 610-050-2121 610-050-2122 610-050-2123 610-050-2125 610-050-2125	SEWER ACCOUNTS PAYABLES ELECTRONIC FEDERAL TAX PAYMENT ELECTRONIC FEDERAL TAX PAYMENT IOWA DEPT OF REVENUE IPERS DELTA DENTAL OF IOWA WELLMARK BLUE CROSS		413.00 205.19		9/15/24 9/15/24
	050	ACCOUNTS PAYABLES TOTAL	2,427.11		
610-815-6350 610-815-6350 610-815-6350 610-815-6371 610-815-6408 610-815-6418 610-815-6508	SEWER NEAL BOECKMANN JOEY WELTON WENDLING QUARRIES LINN COUNTY REC IPFS CORPORATION IOWA DEPT OF REVENUE US BANK	PHONE STIPEND PHONE STIPEND SERVICE CHG LATE PMT 06/22/24 ELECTRICITY MUNICIPAL INSURANCE UNPAID SALES/USE TAX 6/30/24 POST CARD STAMPS	26.89 26.89 6.49 301.74 2,343.98 282.66	32082 32083 32071	9/23/24 9/23/24 9/23/24 9/23/24 9/23/24
	815	SEWER TOTAL	2,988.65		
	610	SEWER TOTAL	5,415.76		
		Accounts Payable Total	64,333.99	:	

Thu Sep 19, 2024 9:39 AM

CLAIMS REPORT /endor Checks: 9/15/2024- 9/23/2024 Page 4
Payroll Checks: 9/15/2024- 9/23/2024

GL ACCT #	VENDOR NAME		REFERENCE	AMOUNT	CHECK# DATE
	Payroll Checks				
		001 110 610		10,150.86 1,628.65 2,011.86	
			Total Paid On: 9/15/24	13,791.37	
			Total Payroll Paid	13,791.37	
5			Report Total	78,125.36	

BUDGET REPORT CALENDAR 9/2024, FISCAL 3/2025

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD Balance	YTD Balance	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	372,328.00	26,636.70	69,438.09	18.65	302,889.91
	FIRE TOTAL	223,355.00	18,143.16	44,020.38	19.71	179,334.62
	ANIMAL CONTROL TOTAL	372,328.00 223,355.00 1,500.00	.00	130.00	8.67	1,3/0.00
	PUBLIC SAFETY TOTAL	597,183.00				483,594.53
	STREETS TOTAL	86,931.00	3,934.37	12,983.81	14.94	73,947.19
	STREET LIGHTS TOTAL	.00	.00	.00	.00	.00
	TRAFFIC SAFETY TOTAL	.00	.00	.00	.00	.00
	SOLID WASTE/RECYCLING TOTAL	25,000.00	24.20	24.20	.10	24,975.80
	STREETS TOTAL	1,168,442.00	43,304.95	74,984.78	6.42	1,093,457.22
	SNOW REMOVAL TOTAL	17,193.00	532.92	1,498.83	8.72	15,694.1/
	TOTAL	.00	.00	.00	.00	.00
	CAPITAL PROJECTS - SEWER TOTA	.00	.00	.00	.00	.00
	STREETS TOTAL STREET LIGHTS TOTAL TRAFFIC SAFETY TOTAL SOLID WASTE/RECYCLING TOTAL STREETS TOTAL SNOW REMOVAL TOTAL TOTAL CAPITAL PROJECTS - SEWER TOTA CAPITAL PROJECTS - STREET TOTA	.00	.00	.00	.00	.00
	PUBLIC WORKS TOTAL	1,297,566.00	47,796.44	89,491.62	6.90	1,208,074.38
	LIDDADY TOTAL	110 000 00	00	26 634 20	24.21	83.365.80
	LIBRARY TOTAL	97 064 00	6 711 32	17 197 73	17.72	79.866.27
	PARKS TOTAL CEMETERY TOTAL	1 000 00	0,711.52	.00	.00	1,000.00
	SPECIAL EVENTS TOTAL	2 300.00	.00	.00	.00	2,300.00
	RBI TOTAL	.00	.00	.00	.00	.00
	PARKS TOTAL	110,000.00 97,064.00 1,000.00 2,300.00 .00 400,000.00	.00	.00	.00	400,000.00
		610,364.00				566,532.07
						70 424 02
	PLANNING & ZONING TOTAL	111,589.00	10,005.66	32,157.07	28.82	/9,431.93
	ROBINS ECONOMIC DVMT TOTAL	111,589.00 68,000.00	.00	15,750.00	23.16	52,250.00
	COMMUNITY & ECONOMIC DEV TOTA	179,589.00	10,005.66	47,907.07	26.68	131,681.93
						40.000.00
	MAYOR/COUNCIL TOTAL	22,821.00	430.60	3,876.56	16.99	18,944.44
	POLICY & ADMIN TOTAL	399,719.00	The state of the s	118,417.22	29.63	281,301.78
	CITY HALL TOTAL	57,025.00	6,694.73	9,143.49	16.03	47,881.51
	GENERAL GOVERNMENT TOTAL	479,565.00	66,006.99	131,437.27	27.41	348,127.73
	DEDT CEDVICE TOTAL	022 422 00	250.00	250.00	.03	932,183.00
	DEBT SERVICE TOTAL	932,433.00				
	DEBT SERVICE TOTAL	932,433.00	250.00	250.00	.03	932,183.00
	CAPITAL PROJECTS - SEWER TOTA	358,816.00	13,345.12	19,055.32	5.31	339,760.68
	CAPITAL PROJECTS - SEWER TOTA	100,000.00	.00	.00	.00	100,000.00
	CAPITAL PROJECTS - WATER TOTA	2,378,059.00	370,741.84	1,499,771.15	63.07	878,287.85
	CHITIAL PROJECTS - SEWER TOTA	2,510,055100	5.011.12101	_,,		

BUDGET REPORT CALENDAR 9/2024, FISCAL 3/2025

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PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD Balance	YTD Balance	PERCENT EXPENDED	UNEXPENDED
	CAPITIAL PROJECTS TOTAL	2,836,875.00	384,086.96	1,518,826.47	53.54	1,318,048.53
	CAPITAL PROJECTS - WATER TOTA WATER TOTAL SEWER TOTAL	.00 47,000.00 492,833.00	.00 3,077.00 33,786.43	.00 3,559.95 165,013.11	.00 7.57 33.48	.00 43,440.05 327,819.89
	ENTERPRISE FUNDS TOTAL	539,833.00	36,863.43	168,573.06	31.23	371,259.94
	TRANSFERS TOTAL TRANSFER OUT TOTAL	.00.	.00	.34	.00	.34- .34-
	TOTAL EXPENSES	7,473,408.00	596,500.66	2,113,906.23	28.29	5,359,501.77

RESOLUTION NO. 0924-6

APPROVING PURCHASE OF ADDITIONAL SECURITY CAMERAS FOR PUBLIC SAFETY BUILDING

WHEREAS, Public Safety and City Staff have determined the need exists to provide additional security cameras on the Public Safety Building above the west-facing overhead doors.

WHEREAS, quotation has been received from Electronic Engineering, who has previously installed the existing video system for the City of Robins.

NOW BE IT RESOLVED by the City Council of the City of Robins, Iowa, the Quotation from Electronic Engineering in the amount of \$2,641.00 is hereby approved for the installation of cameras on the Public Safety Building.

PASSED AND APPROVED this 23rd day of September, 2024

	Chuck Hinz, Mayor
EST:	



QUOTE 333002141

Electronic Engineering 1900 6th Street Cedar Rapids, IA 52404

Phone: 319-364-1900 Toll Free: 800-762-0795

Prepared For: Robins City Hall

Lori Pickart 265 S Second St Robins, IA 52238 Andy Humphrey

Your Account Representative

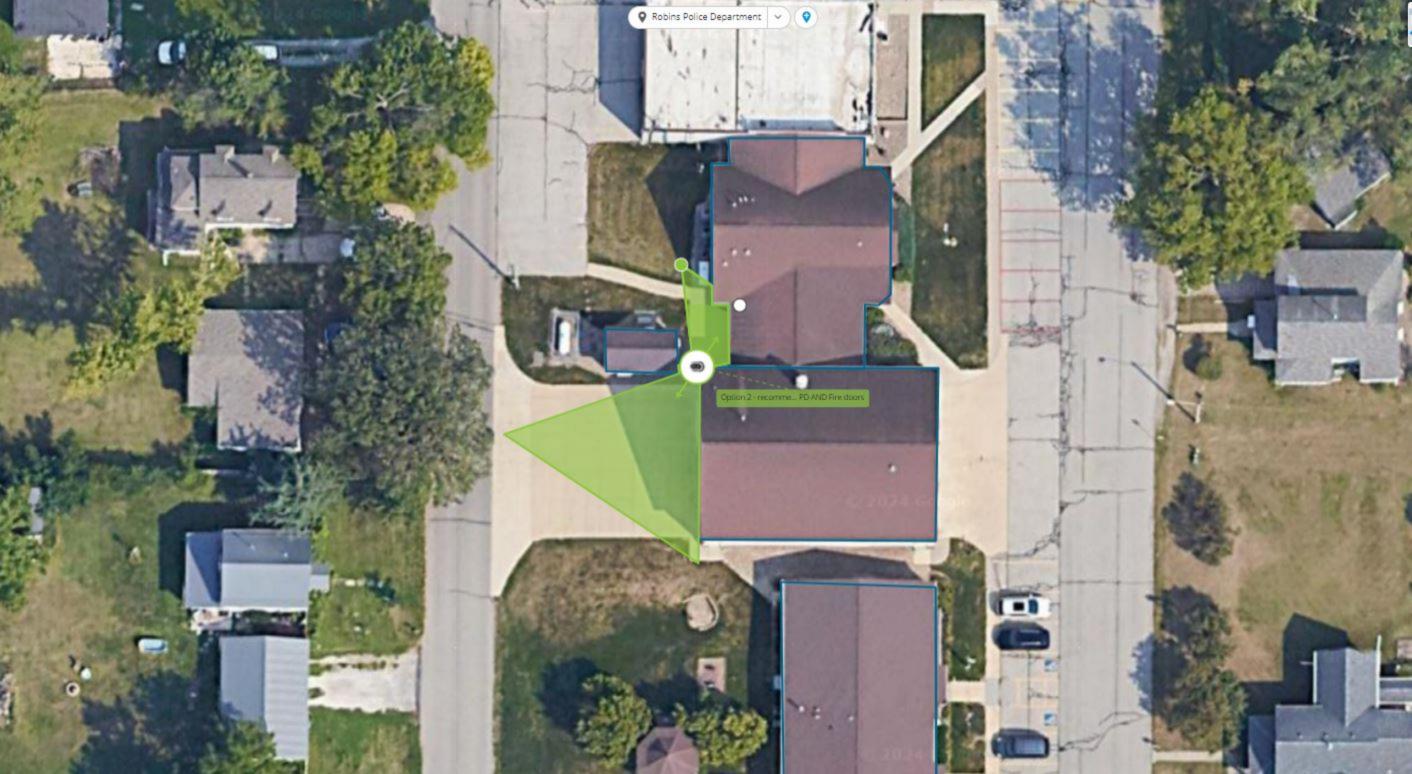
Name: Susie Meyer Phone: 319-364-1900 Fax: 319-363-8637

Cell:

Quantity	Product/Service Name	Unit Price	UOM	Extended
1	AXIS/P4707-PLVE	1,099.00	EA	\$1,099.00
1	Shipping from Manufacturer	65.50	EA	\$65.50
1	DW/SPECTRUM/CAMERA-LICENSE	145.00	EA	\$145.00
1	AXIS/T91E61/WALL MOUNT	49.00	EA	\$49.00
1	AXIS/T94N02D Pendant Kit for P3715-PLVE	69.00	EA	\$69.00
1	AXIS/T94R01B/CORNER BRACKET	69.00	EA	\$69.00
3	CONDUIT/EMT/050	12.00	EA	\$36.00
75	CABLE/CAT6/INDOOR/23-4PINK UNS SOL CMP C6 *+ other colors if specified	0.58	FT	\$43.50
1	Misc parts	50.00	EA	\$50.00
7	IP Solutions-Inst/Rmvl-Ins-Hourly	145.00	HRS	\$1,015.00

Remark	Total Quote Tangibles :	\$1,560.50
PD- Option 2 -dual camera	Total Quote Services :	\$1,015.00
	Total Quote Charges :	\$65.50
	Total Quote Discount :	\$0.00
	T	ФО ОС
	Tax:	\$0.00
Prices quoted are F.O.B. factory. Quotation good for 30 days.	Total Quote :	\$2,641.00
Delivery: Receipt of goods are determined by manufacturer lead time.		

Quotation Prepared By:	Accepted By:
Name:	Name:
Date: 08/21/2024	Date:
Date. 00/21/2024	Date.



RESOLUTION NO. 0924-7

RESOLUTION APPROVING QUOTATION BY TERRACON FOR CORE SAMPLING ON WEST MAIN STREET. & NORTH CENTER POINT ROAD

WHEREAS, a proposal has been received to perform core sampling in anticipation of future rehabilitation or replacement of two road surfaces described as:

The portion of N. Center Point Rd. from County Home Rd. south to Wild Rose Rd., and The portion of W. Main St. from N. Center Point Rd. east to Kaylin Ct.

WHEREAS, Terracon proposes not-to-exceed (NTE) fees of \$9, 190 for services performed by Terracon and \$2,760 for services performed by a subcontracted traffic control service, for a total NTE fee of \$11,950.

NOW, THEREFORE, IT IS RESOLVED by the City Council, City of Robins, Iowa, that said proposal is hereby approved by the City, and the Mayor and City Clerk are hereby authorized and directed to execute said proposal on behalf of the City.

ATTEST:	Chuck Hinz, Mayor
Lisa Goodin, City Clerk /Treasurer	

Passed and approved, this 23rd day of September 2024.



2640 12th Street SW Cedar Rapids, Iowa 52404 P (319) 366-8321

Terracon.com

September 10, 2024

City of Robins, Iowa 265 South 2nd Street Robins, Iowa 52328

Attn: Mr. Mike Kortenkamp - Public Works Superintendent

P: (319) 393-0588

E: mike.kortenkamp@cityofrobins.org

RE: Proposal for Geotechnical Engineering Services

Center Point Road & Main Street

North Center Point Road & West Main Street

Robins, Iowa

Terracon Proposal No. P06245123

Dear Mr. Kortenkamp:

We appreciate the opportunity to submit this proposal to City of Robins, Iowa (City) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Alignment Locations
Exhibit E	Anticipated Exploration Plan

We understand that the portion of Center Point Road from County Home Road to Wild Rose Road and the portion of Main Street from Center Point Road to Kaylin Court will, depending on the existing pavement conditions, be either rehabilitated by a milling and overlay procedure or have the existing pavements removed and replaced in a reconstruction procedure.

Our not-to-exceed (NTE) fees to perform the Scope of Services described in this proposal is \$9,190 for services performed by Terracon and \$2,760 for services performed by a subcontracted traffic control service (total NTE fee of \$11,950) with an anticipated delivery date within 5 weeks after signed authorization. Exhibit C includes details of our fees as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Center Point Road & Main Street | Robins, Iowa September 10, 2024 | Terracon Proposal No. P06245123



We appreciate the opportunity to provide this proposal and look forward to working with you.

Sincerely,

Terracon

Thomas W. Sherman, P.E. (WI)

Geotechnical Engineer

Justin D. Widdel, P.E.

Justi Dillel

Geotechnical Department Manager

Copies:

PDF - Client

PDF - Ms. Kelli Scott - Snyder & Associates - Kscott@snyder-associates.com



Reference Number: P06245123

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Robins ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Center Point Road & Main Street project ("Project"), as described in Consultant's Proposal dated 09/10/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services. The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination. Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders. Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment. Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance. This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations. Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty. Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. Insurance. Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.



Reference Number: P06245123

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- **15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities. Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant:	Terracon Consultants, Inc.	Client:	City of Robins
Ву:	Thoran Showan Date: 9/10/2024	Ву:	Date:
Name/Title:	Thomas W Sherman, P.E. / Project Manager	Name/Title:	
Address:	2640 12th St SW	Address:	265 S 2nd Street
	Cedar Rapids, IA 52404-3440		Robins, IA 52328
Phone:	(319) 366-8321 Fax: (319) 366-0032	Phone:	Fax:
Email:	Tom.Sherman@terracon.com	Email:	

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Exhibit A - Project Understanding

Our Scope of Services is based on our understanding of the project as described by the project civil engineer, Snyder & Associates, Inc. (Snyder) and the expected subsurface conditions as described below. Aspects of the project, undefined or assumed, are highlighted as shown below. We request Snyder and/or the City verify/correct all information prior to our initiation of field exploration activities, and/or provide the information at a later date for incorporation in our geotechnical engineering evaluation and report for this project.

Planned Construction

Item	Description
Information Provided	Emails from Ms. Kelli Scott of Snyder on September 3 and 4, 2024. Included sketch of planned Main Street exploration locations
Project Description	Depending on the conditions encountered during exploration, the existing pavements will either be rehabilitated by milling and overlay, or complete reconstruction.
Grading	No significant grading is anticipated for the project.
Pavements	We understand that the pavement section design will be performed by Snyder.

Alignment Locations and Anticipated Conditions

Item	Description				
Alignment Locations	The project includes portions of North Center Point Road and West Main Street in Robins, Iowa. Length of alignments Center Point Road: Approximately 9,000 l.f. Main Street: Approximately 1,200 l.f. Latitude/Longitude (approximate) Center Point Road				
	 North end of alignment: 42.0944° N, 91.6927° W South end of alignment: 42.0697° N, 91.6922° W Main Street NW end of alignment: 42.0813° N, 91.6920° W 				

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Item	Description				
	o SE end of alignment: 42.0799° N, 91.6879° W				
	See Exhibit D				
Existing	Two-lane, two-way roads paved with hot-mix asphalt (HMA)				
Improvements	Overhead electrical (OHE) lines along portions of the alignments				
	Subsurface utilities (assumed)				
Existing Topography	Plan and profile drawings of the existing roadways not provided				
Exploration Access and	Terracon will subcontract traffic control signage and flaggers. Closure of one lane will be required during our exploration.				
Considerations	If permits are required for our work, we anticipate that the City				
Considerations	will provide us with the permits at no charge.				
	Our experience near the vicinity of the proposed development and review of public geologic information indicates subsurface conditions consist of:				
	Orthents (existing fill) are anticipated along portions of the alignments				
	The following soils are mapped by the NRCS SSURGO along the alignments:				
Expected Subsurface Conditions	 Kenyon loam, erosional sediments from fine-loamy till over loamy till 				
Conditions	 Chelsea loamy fine sand, eolian sands 				
	 Fayette silt loam, loess 				
	 Colo-Ely complex, silty alluvium 				
	Borings B-1 to B-3 from Terracon Project No. 06225030 along the Main Street portion of the project generally encountered fill and native soils comprised of silty sand, poorly graded sand, and clayey sand				

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Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Snyder requested the exploration locations tabulated below.

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²				
6	2 to 3	Center Point Road				
3	2 to 3	Main Street				

- 1. The hand auger/DCP probes will be advanced to approximately 2 feet below the bottom of pavement (and aggregate base course, if present).
- 2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: Terracon determined the boring coordinates for Center Point Road by spacing the requested six exploration locations at approximately even distances along the project alignment. Boring coordinates for Main Street were obtained by overlying the supplied aerial photograph with markup on an aerial photograph background in our GIS. We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of ± 10 feet. Approximate elevations will be obtained by plotting the coordinates in the online USGS National Map. If more accurate boring locations and/or elevations are desired, we recommend that the City retain Snyder to survey the boring locations after the completion of field work.

Subsurface Exploration Procedures: Pavements will be cored with a diamond-bit core barrel, with approximate 4-inch diameter pavement cores obtained. Aggregate base course thicknesses will be measured by our drill crew on the sides of the boreholes, if encountered. The subgrade CBR will be estimated by dual-mass dynamic cone penetrometer (DCP) soundings extending approximately 2 to 3-feet into the subgrade. Hand auger probes will be advanced to the DCP sounding termination depths, with grab samples taken of each soil type encountered. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers and transported to our laboratory. In addition, we will observe and record groundwater levels (if any encountered) during drilling and sampling.

Subsurface conditions may be encountered which merit revisions of the exploration program described above.

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Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, DCP sounding penetration resistances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the roadways. We will backfill borings with auger cuttings and/or bentonite chips upon completion. Pavements will be patched with cold-mix asphalt and/or ready-mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be removed from the alignment. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Exploration Access: We understand that if a City excavation permit will be required that this permit will be provided to us at no charge. Our fee also assumes that if any additional permit(s) are required for drilling in the existing roadway, Terracon will apply for the necessary permits and invoice separately associated fees, if any.

Traffic Control: For the work scope of this proposal we have budgeted for subcontracting traffic control services (signage and flaggers) during our field exploration activities, which is anticipated to take up to $1\frac{1}{2}$ days. This proposal is based on the assumption that one traffic lane can be closed temporarily during our field exploration activities. Fees for subcontracted traffic control are provided in **Exhibit C**.

Safety

Terracon is not aware of environmental concerns along the project alignment that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will contact the Iowa "One Call" service to request location of utilities owned by member companies. It should be noted that Iowa "One Call" member companies require a minimum of 72 hours to locate utilities. We will consult with Snyder and/or the City regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

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Private utilities should be marked by their owners prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Visual classification
- Water content
- Atterberg limits
- Grain size analysis
- Organic content

Pavement core lengths will be measured to the nearest quarter-inch, and the pavement cores will be photographed.

Our laboratory testing program typically includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Computer generated boring logs, prepared from field logs, will represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Alignment Locations and Exploration Plan
- Subsurface exploration procedures
- Description of subsurface conditions

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 Recommended subgrade support values for pavement rehabilitation mill and overlay and reconstruction

Please note that recommendations for pavement section thicknesses are not included in our scope of services, and we understand that Snyder will perform that portion of the project.

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning Proposal information, schedule and anticipated exploration plan
- Site Characterization Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.



Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our estimated fee ranges from \$9,350 to \$11,950 as presented on the following page and shown in the following table. We will not exceed the maximum estimated fee without prior approval in writing.

Task	Not to Exceed Fee ²
Subsurface Exploration ¹ , Laboratory Testing, Geotechnical Consulting and Reporting	\$9,190
Subcontracted Traffic Control (Signage and Flaggers)	\$2,760
Total	\$11,950

- 1. The not to exceed fee considers one pickup truck with coring trailer, mobilization, and no unexpected onsite delays beyond Terracon's control.
- 2. Proposed fees noted above are effective for calendar year 2024.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

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					UNIT					
DESCRIPTION	QUA	N	TITY	UNIT	PRICES		TOT	TAL	FEE	
FIELD EXPLORATION SERVICES	Anticir	ate	o O hai	nd auger	horinge/DCI	2 0 01	undings to 2	to 2	foot	
Boring Access/Movement/Standby	Aiticip		o o nai	hour	\$225.00	\$	indings to z	-	icei	-
Drilling Support Truck with Coring Trailer	1.5	-	1.5	day	\$95.00	\$	142.50			142.50
Concrete Coring Machine & Generator	1.5	-	1.5	day	\$200.00	\$	300.00	9		300.00
2-Man Coring/Hand Auger Crew	10	_	12	hour	\$225.00	\$	2,250.00	-		2,700.00
Diamond-Bit Core Wear	55	-	75	inch	\$20.00	\$	1,100.00			1,500.00
Dual-Mass Dynamic Cone Penetrometer	1.5	<u>u</u>	1.5	day	\$50.00	\$	75.00	-		75.00
Vehicle Use (Non-Drilling)	165		180	mile	\$0.74	\$	122.10			133.20
Pavement Patching	9	4	9	each	\$25.00	\$	225.00	-		225.00
Bentonite Borehole Backfill	2		3	bag	\$18.00	\$	36.00			54.00
Location of Borings*	3	*	4	hour	\$115.00	\$	345.00			460.00
Traffic Control-Flaggers (2-person crew)	1800	2		Cost+	\$1.15	\$	2,070.00			2,760.00
Exploration Coordinator	3		4	hour	\$115.00	\$	345.00			460.00
*Boring layout, coordinates, and elevations	by Terra	aco			Total	\$	7,010.60	2		8,809.70
ESTIMATED FIELD EXPLORATION SERVICE		7 (37/2)	aramana.	ADMINISTRA	105,8420	\$	7,000.00		\$	8,800.0
							A PASSENCE	583	(39)	545555
SOIL LABORATORY SERVICES	Anticip	ate	obtair	ning abou	ıt 15 to 20 sa	mpl	es.			
Stratification of Boring Logs	2	-	3	hour	\$90.00	\$	180.00	-		270.00
Moisture Content & Visual Classification	15	-	20	each	\$10.00	\$	150.00	2		200.00
Atterberg Limits - Three Point Method	2	-	3	each	\$125.00	\$	250.00			375.00
Organic Content - Loss on Ignition		*		each	\$55.00	\$	- 2	2		
Grain Size Analysis (Washed)		-		each	\$85.00	\$:=:
Combined Hydrometer and Sieve		Ŧ		each	\$150.00	\$		93		
P200 Wash (% Passing No. 200 Sieve)	2	4	3	each	\$40.00	\$	80.00	2		120.00
					Total	\$	660.00			965.00
ESTIMATED SOIL LABORATORY SERVICES	S					\$	650.00	to	\$	950.00
GEOTECHNICAL ENGINEERING SERVICES										
Project Direction, Sample Review, Coordin	ation, Da	ata	Redu	ction, and	Report Prep	arat	ion			
Senior Principal Engineer, P.E.		-		hour	\$250.00	\$		-		
Office Manager/Principal Engineer, P.E.		×		hour	\$205.00	\$	-	*		12.5
Department/Senior Project Manager	2	300	3	hour	\$185.00	\$	370.00			555.00
Project Engineer/Manager	9	-	11	hour	\$150.00	\$	1,350.00	×		1,650.00
Field/Staff Engineer		-		hour	\$135.00	\$				
CAD Operator		=		hour	\$95.00	\$	L	190		
Secretarial Services	1	-	2	hour	N.C.					1 12
					Total	\$	1,720.00	-	\$	2205.00
ESTIMATED GEOTECHNICAL ENGINEERING	SERVIC	ES	-			\$	1,700.00	to	\$	2,200.00

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Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to close lanes and access the exploration locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

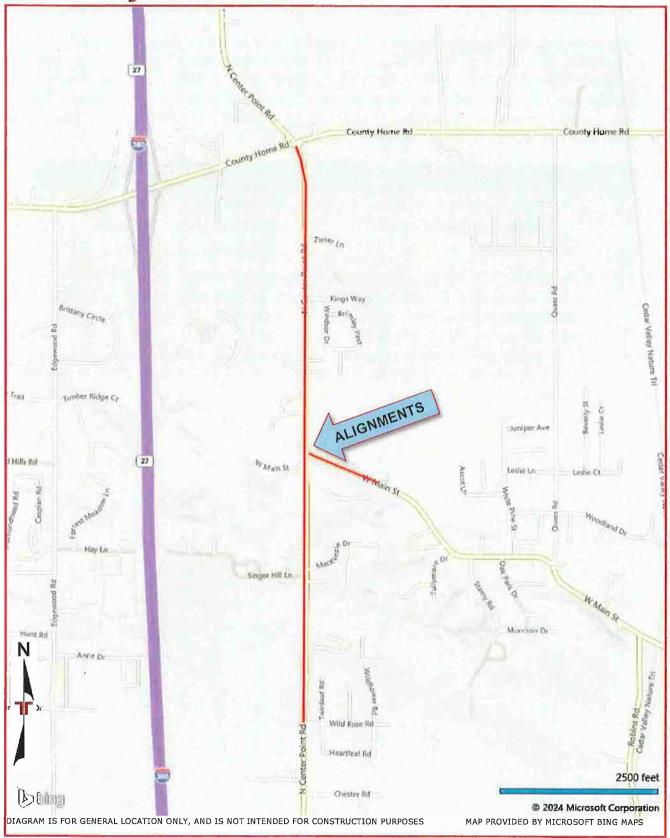
Delivery on Client Portal	Schedule 1, 2
Project Planning	2 days after notice to proceed
Field Exploration	10 days after notice to proceed
Site Characterization	10 days after completion of field program
Geotechnical Engineering	15 days after completion of field program

- Upon receipt of your notice to proceed we will activate the schedule component on **Compass** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
- Standard workdays. We will maintain an activities calendar within on Compass.
 The schedule will be updated to maintain a current awareness of our plans for delivery.

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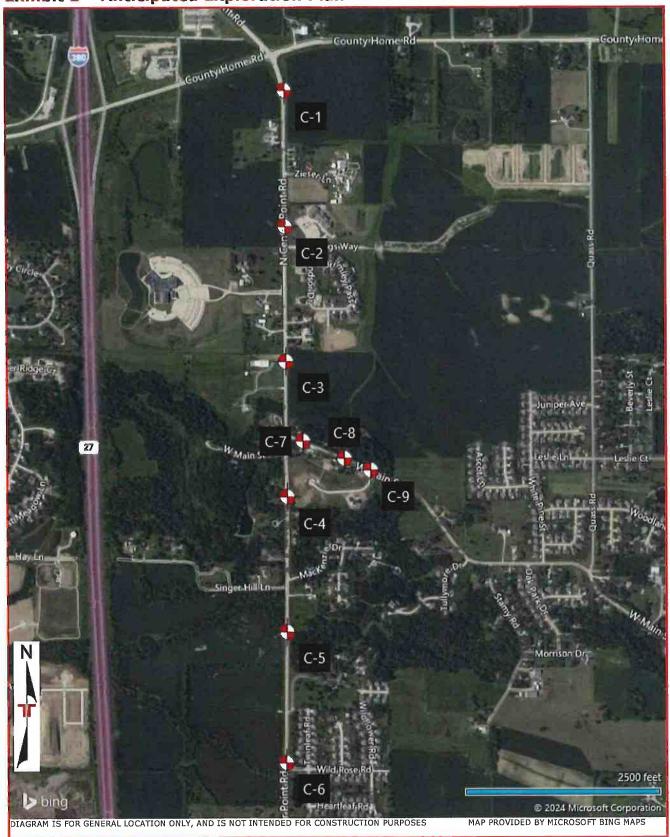
Exhibit D - Alignment Locations



Center Point Road & Main Street | Robins, Iowa September 10, 2024 | Terracon Proposal No. P06245123



Exhibit E - Anticipated Exploration Plan





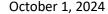
REQUEST FOR PROPOSAL

SUBJECT

CITY WIDE SOLID WASTE AND RECYCLING SERVICES

City of Robins

Robins City Hall 265 S. 2nd St. Robins, IA 52328





The City of Robins, Iowa, is seeking proposals from qualified firms to provide regular curbside/alley collection of commingled recyclables, solid waste, yard waste and bulky waste for single family houses; duplexes; and City Hall. This is approximately 1140 stops. The contract for services will be for one (1) year with possible three (3) one-year renewals. All services must be performed in compliance with local, state, and federal ordinances, laws, and regulations.

The contract for services begins July 1, 2025 and continues through June 30, 2026.

SCOPE OF SERVICES

The following are the services to be provided by the contractor:

- 1. The contractor shall provide labor and equipment needed to collect commingled recyclables and solid waste from City curbsides and alleys on the same day each week from 7:00 AM to 5:00 PM. Should the holidays of New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day fall on collection day, then collection will take place the following day or as designated by the contractor.
- 2. To encourage recycling and make the cost of collection more equitable, for their monthly fee, households are allowed to set out one 34-gallon container (maximum 40 pounds) of garbage as well as an unlimited amount of designated recyclables weekly. Additional waste containers must have a tag affixed at the cost of \$1.00 per bag. Additional revenue is retained by contractor.
- 3. Alternately, contractor may provide residents with plastic garbage, recycling and yard waste containers and be responsible for replacing damaged containers. It is preferable residents be provided with some options for different sized containers, such as 96 gallons, 72 gallons and 84 gallons. Customers may elect to utilize and pay for two containers.
- 4. A four (4) yard dumpster provided to City Hall, 265 S. Second Street, Robins, Iowa at no charge. An additional four (4) yard dumpster provided on a temporary basis for use during Robins Roundup, a community event held annually the second weekend in June.
- 5. All solid waste, excluding water and wastewater process residuals, shall be delivered to the Cedar Rapids/Linn County Solid Waste Agency (or other suitable agency). Their current locations are:

Cedar Rapids/Linn County Solid Waste Agency Landfill and Recycling 1954 County Home Road Marion, IA 52302



Cedar Rapids/Linn County Solid Waste Agency Compost, Yard Waste and Recycling 2250 A Street SW Cedar Rapids, IA 52404

- 6. The contractor's bid shall be based on weekly collection of the following recyclables:
 - a. Newsprint
 - b. Magazines
 - c. Mixed Paper
 - d. Chipboard
 - e. Corrugated Cardboard
 - f. Plastics (1, 2, 3, 4, 5, 6, 7), excluding Styrofoam and motor oil containers
 - g. Glass (Clear, Brown, Green)
 - h. Tin, Steel, and Aluminum Cans
- 7. The City will consider additional collection of recyclables proposed by the contractor.
- 8. The contractor shall provide labor and equipment needed to collect yard compostables (leaves, brush and garden debris) from city curbsides and alleys on the same day weekly. Currently, yard waste is placed in brown paper compostable yard waste bags. Branches must be no more than three inches in diameter and must be bundled in lengths no greater than four feet. Yard waste bags and branch bundles must have a \$1.00 tag attached. Additional waste containers must have a tag affixed at the cost of \$1.00 per bag. Additional revenue is retained by contractor.
- 9. The City will consider alternate collection details as proposed by the contractor, with preference given to the provision of containers by the contractor.
- 10. Real, unflocked Christmas trees shall be picked up at the curb one day in early to mid-January each year. The trees must have all decorations and the stand removed.
- 11. The contractor shall be responsible to provide monthly billing services to all residential customers within the City of Robins.
- 12. The contractor will be required to collect data to be used for solid waste and recycling evaluation. Such data is anticipated to include, but not be limited to, the following:
 - a. The number of households
 - b. The number of setouts weekly
 - c. The amount of material collected monthly (by weight.)

REQUIREMENTS

1. The contractor shall keep all equipment used for service in sanitary and good operating condition. Collection equipment shall be maintained to such standards that leakage is prevented. Any leakage which does occur shall be mitigated upon discovery.



- 2. All contractor personnel are to act in a courteous and professional manner.
- 3. The contractor is required to comply with all local ordinances (attached).
- 4. Proof of a current "Landfill Use Agreement" with Cedar Rapids/Linn County Solid Waste Agency or other suitable agency.
- 5. The contractor shall maintain in full force and effect throughout the term of the agreement and throughout any extension or renewal there of the following types of insurance in at least the limits specified below.

Coverage	Minimum limits of Liability
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 Each Occurrence
General Liability	\$1,000,000 Each Occurrence
Bodily Injury	\$1,000,000 Each Occurrence
Property Damage	\$1,000,000 Each Occurrence
Automobile Liability	\$1,000,000 Each Occurrence
Bodily Injury/Property Injury	\$1,000,000 Each Occurrence

Employers' liability coverage will be required of the Contractor and any subcontractor where any class of employee engaged in work under the contract is not protected under the Worker's Compensation Statute.

All insurance will be by insurers acceptable to the City and authorized to do business in the State of Iowa. Before the commencement of work, the Contractor shall furnish the City with certifications of insurance or other satisfactory evidence that such insurance has been purchased and is in effect. Said policies shall not thereafter be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the City. Contractors shall list the City on the loss payable portion of the policy, and provide information and updates to policies within 30 days of a change or yearly.

6. Proof of ability to post a bond or letter of credit in the amount of the total amount of the contractor's proposal. Posting of this bond or letter of credit will be required at the time of contract execution.

TERM OF CONTRACT

- The term of the contract will be for three (3) years, provided that the city may exercise an option to extend the contract for each succeeding year thereafter, not to exceed five (5) years.
- The contract may be canceled after three (3) years by either party upon written notice with ninety (90) days' notice, required before MONTH, DATE, YEAR.
- The Contractor may not be permitted to change anything in the contract without prior consultation and permission of the City.
- The City will not be obligated to any party who may succeed the Contractor, in the event the Contractor sells or merges their business.



PROPOSAL SUBMITTAL REQUIREMENTS:

Each respondent must include the following information about the firm:

- 1. Organization
 - a. Name, address, e-mail address and telephone number of the main office and the office designated to interact with the City.
 - b. Type of ownership, i.e., individual, partnership, public or private, private corporation, joint venture, etc.
 - c. Key principals or officers in the firm
 - d. Conflicts of interest (if any)
- 2. List of three (3) reference cities for which the contractor has provided similar service within the past three (3) years. Include name of city, address, and contact person, phone number, and number of years served.
- 3. Scope of Services
 - a. Describe all services provided by employees. If the organization has multiple offices indicate which offices provide the listed services.
 - b. Identify all sub-contracted services and providers, if any.
- 4. A description of how the services will be provided including:
 - a. A list of all equipment to be used for collection.
 - b. A description of how customer service calls will be handled.
 - c. A description of innovative provisions of the contractor's service, and the additional cost of each of those provisions.

EVALUATION:

Submittals will be evaluated on the following criteria.

- 1. The qualifications and experience of the firm in similar activities
- 2. Ability to meet services within the time schedule (contract to start July 1, 2025)
- 3. Suitability of equipment and personnel to meet collection and service needs
- 4. Costs



RFP SUBMITTAL INSTRUCTIONS:

Below is a timeline and submittal instructions for the RFP process. This is subject to change based upon the needs of the project and the City.

•	RFP Issued	October 1, 2024
•	RFP Questions Due	October 14, 2024
•	Responses to RFP Questions returned	October 18, 2024
•	RFP Submittals Due	November 15, 2024
•	Interviews, if required	December 3, 2024
•	RFP respondents notified of results	December 18, 2024

All questions and communications shall be submitted via email to Lisa Goodin, City Clerk, at lisa.goodin@cityofrobins.org.

Firms are requested to submit via email, a single pdf file, <u>no later than November 15, 2024.</u> Submittal shall be limited to 10 pages with 10-pt. minimum font size and sections shall be clearly labeled according to the above outlined detailed submittal requirements.

Your time and consideration are appreciated.

City of Robins 265 S. 2nd St. Robins, IA 52328

Chuck Hinz, Mayor <u>chuck.hinz@cityofrobins.org</u>
Lisa Goodin, City Clerk <u>lisa.goodin@cyityofrobins.org</u>