

# **City of Scottsbluff, Nebraska**

**Monday, September 21, 2015**

**Regular Meeting**

## **Item Reports3**

**Council directions and instructions to staff regarding proposed improvements to Cleveland Field.**

**Staff Contact: Mark Bohl, Public Works Director**

August 21, 2015

Mark Bohl  
City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

RE: Cleveland Field Improvements

Dear Mark:

After the meeting held on site Tuesday, August 18<sup>th</sup>, we understand that the City along with cooperation and assistance from WNCC Baseball would like to pursue improvements to Cleveland field including the installation of a new concrete pad for ADA seating, new backstop with supports installed as needed, and new dugouts.

Attached to this document are several clarification items: 1) a map of the proposed site, and 2) standard terms and conditions for this proposal.

**Project Scope:** We propose to render professional engineering and planning services as outlined below:

- Topographic survey of the site.
- Structural review of the existing building and stands for possible connection to and support of the new backstop.
- Design for structural support of the new backstop.
- Design of handicap ramps and slab extending out from the bottom row of the existing bleachers (approximately 10').
- Design of details for two new dugouts.

Deliverables will include design documents for construction as well as any specifications needed to accompany design documents.

**Services not part of this proposal:** Additional services that maybe requested, but not included with this proposal include construction staking, construction testing and inspection, bid documents and construction contract administration (we assume work is to be provided by City crews or hired directly to a local contractor).

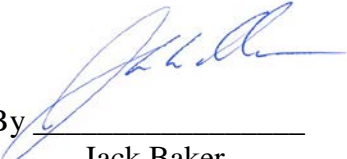
**Timeline:** We will complete the scope outlined within 30 calendar days from the start date.

**Payment:** Payment for our services will be on an hourly basis according to our standard rate schedule up to a not-to-exceed amount of \$5,400.

Please review the attached information and contact us with any questions. If this proposal is agreeable, you may sign as indicated below and initial the attached terms and conditions. We look forward to working with you on this project.

Respectfully submitted,

Baker & Associates, Inc.

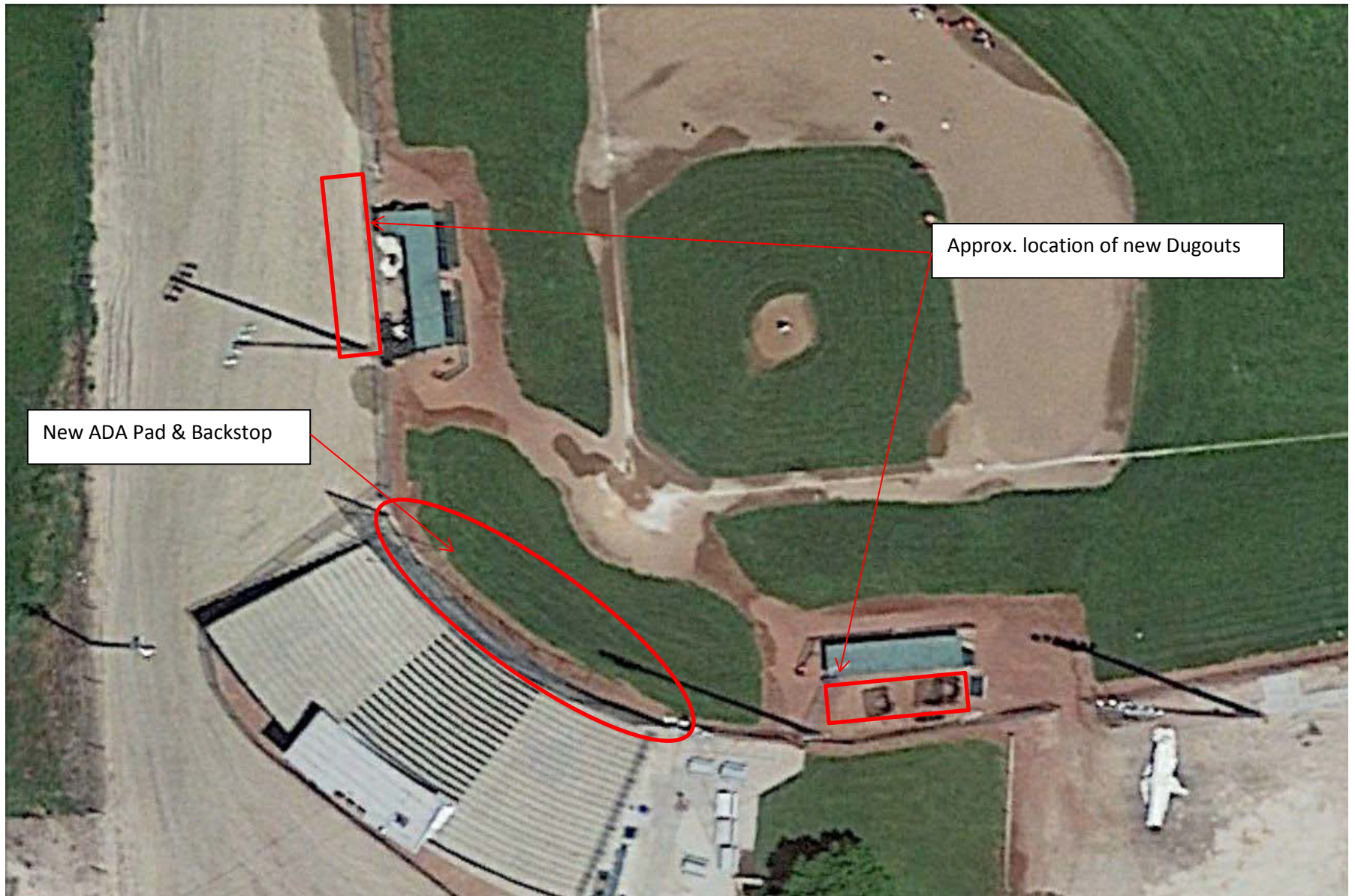
By   
\_\_\_\_\_  
Jack Baker

The above proposal is accepted by the City of Scottsbluff (Client).

BY: \_\_\_\_\_  
City of Scottsbluff

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

## Proposed Cleveland Field Improvements



## **Terms and Conditions**

Baker & Associates, Inc., a Nebraska corporation, shall perform the services outlined in this agreement for the stated fee arrangement.

### **Access To Site:**

Unless otherwise stated, Baker & Associates, Inc. will have access to the site for activities necessary for the performance of the services. Baker & Associates, Inc. will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

### **Dispute Resolution:**

Any claims or disputes made during the performance of services outlined in this agreement between the Client and Baker & Associates, Inc. shall be submitted to non-binding mediation. Client and Baker & Associates, Inc. agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, supplies and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

### **Billing/Payments:**

Invoices for Baker & Associates, Inc.'s services shall be submitted, at the Baker & Associates, Inc.'s option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Baker & Associates, Inc. may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

### **Late Payments:**

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after the billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

### **Indemnification:**

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Baker & Associates, Inc., his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance (by any of the parties above named) of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Baker & Associates, Inc.

### **Certifications, Guarantees and Warranties:**

Baker & Associates, Inc. shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Baker & Associates, Inc. cannot ascertain.

### **Limitation of Liability:**

In recognition of the relative risks, rewards and benefits of the project to both the Client and Baker & Associates, Inc., the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Baker & Associates, Inc.'s total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$50,000. Such causes include, but are not limited to, Baker & Associates, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Initial here: \_\_\_\_\_ (Baker & Associates, Inc.) \_\_\_\_\_ (Client).

### **Termination of Services:**

This agreement may be terminated by the Client or Baker & Associates, Inc. should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Baker & Associates, Inc. for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

### **Documents:**

All documents produced by Baker & Associates, Inc. under this agreement shall remain the property of Baker & Associates, Inc. as instruments of service and may not be used by the Client for any other endeavor without the written consent of Baker & Associates, Inc. Baker & Associates, Inc. shall retain all common law, statutory and other reserved rights, including the copyright thereto. Final documents shall be the hard or paper document that is signed and sealed by the Engineer. Electronic media shall not be provided, unless specifically agreed to in the Scope of Services.

### **Applicable Law:**

Unless otherwise specified, this Agreement shall be governed by the laws of the State of Nebraska.