

City of Scottsbluff, Nebraska

Monday, October 7, 2019

Regular Meeting

Item Bids1

Council to consider awarding the bid for the Scottsbluff School Zone Professional Service Agreement between the City of Scottsbluff and Scottsbluff School District No. 32 to Lamp Rynearson for \$55,580.85 and authorize the Mayor to sign the agreement

Staff Contact: Mark Bohl, Public Works Director

AGREEMENT BETWEEN Lamp Rynearson, THE CITY OF SCOTTSBLUFF AND SCOTTSBLUFF SCHOOL DISTRICT NO. 32 IS FOR PROFESSIONAL SERVICES FOR SCHOOL ZONE SAFETY EVALUATION. ("Agreement")

The City of Scottsbluff, Nebraska, a municipal corporation, having its main city office at 2525 Circle Drive, Scottsbluff, NE 69361, Scottsbluff School District No. 32 having its main office at 1722 1st Avenue, Scottsbluff, NE 69361 ("CITY/SCHOOL") and Lamp Rynearson, Inc., a Nebraska Corporation with its address at 14710 West Dodge Road, Suite 100, Omaha, NE 68154 ("ENGINEER"), agree as follows:

The ENGINEER agrees to provide professional services to the CITY/SCHOOL under the following terms and conditions:

I. PROJECT

The ENGINEER agrees to provide professional services to the CITY/SCHOOL in connection with the following safety assessment ("SERVICES"):

School Zone Safety Evaluation

II. SERVICES

- A. The ENGINEER agrees to provide all SERVICES as described in Exhibit A, Exhibit A-1 and Exhibit A-2.
- B. SERVICES under this Agreement shall be performed by ENGINEER to the same standard achieved by other engineers performing similar work in similar locations. Determinations of acceptable quality shall be made by the Project Manager for the CITY/SCHOOL.

III. COMPENSATION OF CONSULTANT

- A. The ENGINEER'S maximum ceiling fee paid on the basis of time spent at the rates specified in Exhibit B-1 through B-4 shall be \$55,580.85 for Items specified in Exhibit A, Exhibit A-2 and Exhibit A-2. Payment shall be made monthly following receipt of the bills submitted by the ENGINEER.

No work will be done by ENGINEER outside the scope of SERVICES unless prior CITY/SCHOOL authorization, in the form of a change order, is received. Work outside the scope of SERVICES will be provided at the Hourly rates specified in Exhibit C.

- B. The ENGINEER shall keep complete records of time spent and materials used on the SERVICES so that the CITY/SCHOOL may verify bills submitted by the ENGINEER. Such records shall be made available to the CITY/SCHOOL upon request and submitted in summary form with each bill. The CITY/SCHOOL agree to each be responsible for payment of one-half of each bill for ENGINEER'S SERVICES under this Agreement.

IV. INSURANCE

- A. During the term of this Agreement, the ENGINEER agrees to maintain in effect a policy of professional liability insurance protecting the ENGINEER and its employees in an amount of not less than \$1,000,000. The ENGINEER shall maintain

in effect a policy of worker's compensation insurance. The ENGINEER shall also maintain in effect a liability insurance policy or policies in an amount of not less than \$1,000,000 which protects it and the CITY/SCHOOL from damages resulting from the ENGINEER'S conduct.

- B. Certificates showing the ENGINEER has the required insurance shall be filed with the CITY/SCHOOL before any SERVICES are performed. Certificates shall provide not less than 10 days prior written notice to the CITY/SCHOOL of cancellation or material changes of the terms of the policy. The Certificate for the insurance outlined in Article IV.B. shall name the CITY/SCHOOL as an additional insured party.
- C. The ENGINEER shall indemnify, defend and hold the CITY/SCHOOL, its officers, employees and agents harmless from all suits, claims, judgments and expenses (including attorney's fees) resulting or alleged to result from any SERVICES, acts or omissions by the ENGINEER or its employees and agents in performing this Agreement.

V. WARRANTIES BY ENGINEER

- A. The ENGINEER warrants that its SERVICES shall conform to the same standards achieved by other engineers performing similar work in similar locations.
- B. The ENGINEER warrants that it has all the skills and experience and all professional licenses necessary to perform the SERVICES it is to provide pursuant to this Agreement. The ENGINEER may rely upon the accuracy of reports and surveys provided to it by the CITY/SCHOOL except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and survey.
- C. The ENGINEER shall perform its SERVICES in compliance with all applicable laws, ordinances and regulations.

VI. TERMINATION OF AGREEMENT

- A. The Agreement can be cancelled by any party with written notice 30 days prior to cancellation.
- B. This Agreement may be terminated by any party in the case of a breach of this Agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of termination is mailed to it at the above address.
- C. The CITY/SCHOOL may terminate this Agreement if it decides not to continue with the SERVICES. The CITY/SCHOOL shall provide notice of such termination by first class mail to the ENGINEER at its above address. If the SERVICES are terminated for reasons other than the breach of the Agreement by the ENGINEER, the ENGINEER shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

VII. OBLIGATIONS OF THE CITY

- A. The CITY/SCHOOL agrees to give the ENGINEER access to the School Zone Safety Sites and other CITY/SCHOOL owned properties as required to perform the necessary SERVICES under this Agreement.
- B. The CITY/SCHOOL shall notify the ENGINEER of any defects in the SERVICES of which the CITY/SCHOOL have actual notice.

VIII. ASSIGNMENT

The ENGINEER shall not subcontract or assign any portion of the SERVICES without prior written consent of such action by the CITY/SCHOOL.

IX. EXTENT OF AGREEMENT

This Agreement represents the entire understanding between the CITY/SCHOOL and the ENGINEER and it supersedes all prior representations or agreements whether written or oral. This Agreement may be altered only by written amendment signed by the ENGINEER and the CITY/SCHOOL.

X. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents prepared by the ENGINEER, including plans, tracings, drawings, estimates, specifications, field notes, investigations, studies and reports shall become the property of, and be delivered to, the CITY/SCHOOL. The CITY/SCHOOL acknowledge that the documents are prepared only for the SERVICES performed by ENGINEER.

Effective Date of this Agreement _____, 2019

Lamp Rynearson, Inc., a
Nebraska corporation

City of Scottsbluff, Nebraska
a municipal corporation

President

Mayor

Attest: City Clerk

Scottsbluff School District No. 32

Board President

EXHIBIT A

**Scope of Services ("SERVICES")
Including Attached Exhibit A-1 and Exhibit A-2**

EXHIBIT A-1

Pre Kick Off Meeting

- Identify Key Stakeholders
- Discuss Timeline in General
- Set up stakeholder meeting date
- Coordinate site observations with kick off meeting
- Determine City/School Project Manager or Project Contact
- Explore the possibility of creating an advisor committee (4-6 individuals)
- Discuss preliminary locations and limits of the assessment areas

Existing Data Collection

- Assess available data that can be obtained or emailed to us
- Any previous studies
- Conduct an initial site assessment from aerials or google earth in preparation
- Begin to develop the data collection application

Kick off meeting to meet with key stakeholders - City Staff, Public School Staff, Private School Staff, and Parents

- Meet with the City of Scottsbluff staff or representatives/Key school staff
- Identify the key stakeholders, if not already done
- Identify the goals and expectations of the overall project
- Discuss the overall schedule
- Identify the final deliverables for the project
- Discuss the locations of the data collection, time of day, limits of the data collection for each site or roadway corridor - (High School, Middle School, 27th Street, and 2nd/Broadway Corridors)
- Meet with School staff to understand each school site
- Discuss with City staff specific roadway corridor for observations
- Preview the application for data collection
- Develop short comment card/parent input survey to hand out or send out to all parents and teachers

Conduct observations and assessments

- Lamp Rynearson staff to observe traffic circulation, vehicular/pedestrian interaction, drop off and dismissal time periods, after school activities at all school sites
- Conduct walking assessment of the main access routes to and from each school
- Take pictures as necessary to use with the data collection application
- Observe peak hour operations on select roadway corridors as decided from the kick off meeting
- Set up traffic counters at designated locations as necessary

Process data collection and observations

- Tabulate comments received from school staff, teachers, and parents
- Traffic analysis of data collected
- Tabulate findings of the walking assessment

Formulate summary of findings from the assessment and observations

- Development of a prototype app/GIS application

EXHIBIT A-2

- Summary of the findings for each school
- Summary of opportunities city wide

Optional Public Meeting or Parent outreach to get opinions and thoughts from parents of students and staff from preliminary findings - or this could be to just the advisory committee or just a select few individuals

Fine tuning of site assessments for each school

- Taking comments from those presented the preliminary findings
- Updating the GIS application

Development of possible improvements

- Identification of the improvements for each school or roadway
- Estimated time and cost of implementation

Prioritizing/ranking of proposed improvements for all school sites

- Can be done with Lamp Rynearson staff in conjunction with advisory committee or select individuals together at the same time
- Can be independently, and then compare the rankings and shift the rankings as necessary

Finalizing the deliverables

- Designated deliverables are sent to select City of Scottsbluff and school staff or advisory committee
- Formal study or report
- Finalized GIS application

Presentation of findings and final report and application to key stakeholders

Maybe include a presentation to the public, maybe an open house

EXHIBIT B-1

**LAMP
RYNEARSON**

14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
(P) 402.496.7492
(F) 402.496.7430
LampRyne@rsn.com

Scottsbluff School Zone Safety Assessment
Scottsbluff, Nebraska
9/12/2019

Proj. No.:
By: Virgil Oligmueller

Classification:	Principal	Project Manager	Project Manager	Engineer / Designer	Technician	Technician	GIS	Office		
Associate:	Oligmueller	Kruse	Zadina	Brown	Keller	Rennecker	DeBoer	Geneski	Subtotal of	Subtotal of
Hourly Rate:	\$218.00	\$177.00	\$153.00	\$113.00	\$87.00	\$84.00	\$120.00	\$60.00	hrs per item	fee per item

Pre-Kick Off Meeting										
Identify key Stakeholders	1	1		1					3	\$503.00
Establish Project Schedule	1	1		1					3	\$506.00
Set up Stakeholder Meeting		1		1					2	\$290.00
Coordinate Site Observations		1		1					2	\$290.00
Review Limits of Assessment Area		1		1					2	\$290.00
									0	\$0.00
Subtotal of hours per associate	2	5	0	5	0	0	0	0	12	
Subtotal of fee per associate	\$432.00	\$885.00	\$0.00	\$565.00	\$0.00	\$0.00	\$0.00	\$0.00		
Labor										\$1,882.00
Reimbursable Expenses										7.00% \$131.74
Contingency										10.00% \$188.20
Task Total										\$2,201.94

Existing Data Collection										
Assess available data from City		1		2					3	\$403.00
Review Previous Studies		1		2					3	\$403.00
Conduct initial site Assessment from Aerial		2		4					6	\$806.00
Review Data for Collection GIS Application		1		2			2		5	\$643.00
									0	\$0.00
Subtotal of hours per associate	0	5	0	10	0	0	2	0	17	
Subtotal of fee per associate	\$0.00	\$885.00	\$0.00	\$1,130.00	\$0.00	\$0.00	\$240.00	\$0.00		
Labor										\$2,255.00
Reimbursable Expenses										7.00% \$157.85
Contingency										10.00% \$225.50
Task Total										\$2,638.35

Key Stakeholders Meeting										
Meet with City / School Staff	2	2							4	\$786.00
Identify Goals and Expectations	1	1							2	\$393.00
Review Overall Schedule	1	1							2	\$393.00
Identify Final Deliverables	1	1							2	\$393.00
Discuss Locations of Data Collections	1	1							2	\$393.00
Discuss with Staff for Observations	1	1							2	\$393.00
Preview GIS Application for Data Collection	1	1							2	\$393.00
Develop Comment Card for Public Input	1	1							2	\$393.00
									0	\$0.00
Subtotal of hours per associate	9	9	0	0	0	0	0	0	18	
Subtotal of fee per associate	\$1,944.00	\$1,593.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Labor										\$3,537.00
Reimbursable Expenses										7.00% \$247.59
Contingency										10.00% \$353.70
Task Total										\$4,138.29

EXHIBIT B.2

**LAMP
RYNEARSON**

 14710 W Dodge Rd., Ste 100
 Omaha, NE 68154
 (P) 402 496 2498
 (F) 402 496 2730
 LampRynearson.com

 Scottsbluff School Zone Safety Assessment
 Scottsbluff, Nebraska
 9/12/2019

 Proj. No.:
 By: Virgil Olgmueller

Classification:	Principal	Project Manager	Project Manager	Engineer / Designer	Technician	Technician	GIS	Office	Subtotal of hrs per item	Subtotal of fee per item
Associate:	Olgmueller	Kruso	Zadina	Brown	Keller	Rennecker	DeBoer	Geneski		
Hourly Rate:	\$216.00	\$177.00	\$153.00	\$113.00	\$87.00	\$84.00	\$120.00	\$60.00		

Conduct Observation and Assessments										
Observe On Site Traffic Circulation		10		10	10	10			40	\$4,610.00
Conduct Walking Assessment of Ped. Row		8		8	8	8			32	\$3,688.00
Photos of Observations		1		1	1	1			4	\$461.00
Observe Peak Hour on Pre-Selected Cor.		4		4	4	4			16	\$1,844.00
Set up Traffic Counters on Pre-Selected Lo		2		2	2	2			8	\$922.00
									0	\$0.00
Subtotal of hours per associate	0	25	0	25	25	25	0	0	100	
Subtotal of fee per associate	\$0.00	\$4,425.00	\$0.00	\$2,825.00	\$2,175.00	\$2,100.00	\$0.00	\$0.00		
Labor										\$11,525.00
Reimbursable Expenses 7.00%										\$806.75
Contingency 10.00%										\$1,152.50
Task Total										\$13,484.25

Process Data Collection and Observations										
Tabulate Comments Received		4		0					10	\$1,368.00
Traffic Analysis of Data Collected		4		8					12	\$1,612.00
Tabulate Findings of Walking Assessment		4		8					12	\$1,612.00
									0	\$0.00
Subtotal of hours per associate	0	12	0	22	0	0	0	0	34	
Subtotal of fee per associate	\$0.00	\$2,124.00	\$0.00	\$2,488.00	\$0.00	\$0.00	\$0.00	\$0.00		
Labor										\$4,610.00
Reimbursable Expenses 7.00%										\$322.70
Contingency 10.00%										\$461.00
Task Total										\$5,393.70

Formulate Summary of Findings										
Development of Prototype GIS Application		2					4		6	\$634.00
Summary of Findings for each School		4		8					12	\$1,612.00
Summary of Opportunities City Wide		4		8					12	\$1,612.00
Fine Tuning of Site Assessment		4		6					10	\$1,368.00
Review Comments from Preliminary Findings		2		6					8	\$1,032.00
									0	\$0.00
Subtotal of hours per associate	0	16	0	28	0	0	4	0	48	
Subtotal of fee per associate	\$0.00	\$2,832.00	\$0.00	\$3,164.00	\$0.00	\$0.00	\$480.00	\$0.00		
Labor										\$6,476.00
Reimbursable Expenses 7.00%										\$453.32
Contingency 10.00%										\$647.60
Task Total										\$7,576.92

Public Meeting Outreach										
Public Meeting Prep	6	6		6					18	\$3,036.00
Public Meeting Outreach	4	4		4					12	\$2,024.00
									0	\$0.00
Subtotal of hours per associate	10	10	0	10	0	0	0	0	30	
Subtotal of fee per associate	\$2,160.00	\$1,770.00	\$0.00	\$1,130.00	\$0.00	\$0.00	\$0.00	\$0.00		
Labor										\$5,060.00
Reimbursable Expenses 7.00%										\$354.20
Contingency 10.00%										\$506.00
Task Total										\$5,920.20

EXHIBIT B-3

**LAMP
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Scottsbluff School Zone Safety Assessment
Scottsbluff, Nebraska
9/12/2019

Proj. No.:
By: Virgil Oligmueller

Classification:	Principal	Project Manager	Project Manager	Engineer / Designer	Technician	Technician	GIS	Office		
Associate:	Oligmueller	Kruse	Zadina	Brown	Keller	Rennecker	DeBoer	Genoski	Subtotal of	Subtotal of
Hourly Rate:	\$216.00	\$177.00	\$153.00	\$113.00	\$87.00	\$84.00	\$120.00	\$60.00	hrs per item	fee per item

Development of Possible Improvements										
Identification of Improvements		4	2	12					18	\$2,370.00
Estimated Schedule and Cost Implementation		4	2	12					18	\$2,370.00
									0	\$0.00
Subtotal of hours per associate	0	8	4	24	0	0	0	0	36	
Subtotal of fee per associate	\$0.00	\$1,416.00	\$612.00	\$2,712.00	\$0.00	\$0.00	\$0.00	\$0.00		
Labor										\$4,740.00
Reimbursable Expenses										7.00% \$331.80
Contingency										10.00% \$474.00
Task Total										\$5,545.80

Prioritizing of Proposed Improvements										
Review with City Staff		4		4					8	\$1,100.00
Review as needed to meet City Requirements		2		2			2		6	\$820.00
									0	\$0.00
Subtotal of hours per associate	0	6	0	6	0	0	2	0	14	
Subtotal of fee per associate	\$0.00	\$1,002.00	\$0.00	\$678.00	\$0.00	\$0.00	\$240.00	\$0.00		
Labor										\$1,580.00
Reimbursable Expenses										7.00% \$138.60
Contingency										10.00% \$198.00
Task Total										\$2,318.60

Finalizing the Deliverables										
Submit Final Deliverables to City		2		6			2	2	12	\$1,392.00
									0	\$0.00
									0	\$0.00
									0	\$0.00
Subtotal of hours per associate	0	2	0	6	0	0	2	2	12	
Subtotal of fee per associate	\$0.00	\$354.00	\$0.00	\$678.00	\$0.00	\$0.00	\$240.00	\$120.00		
Labor										\$1,392.00
Reimbursable Expenses										7.00% \$97.44
Contingency										10.00% \$139.20
Task Total										\$1,628.64

EXHIBIT D-4

**LAMP
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(P) 402-496-2498
(F) 402-496-2730
LampRynea.com

Scottsbluff School Zone Safety Assessment
Scottsbluff, Nebraska
9/12/2019

Proj. No.:
By: Virgil Olgmueller

Classification:	Principal	Project Manager	Project Manager	Engineer / Designer	Technician	Technician	GIS	Office		
Associate:	Olgmueller	Kruse	Zadina	Brown	Keller	Remmecker	DeBoer	Geneski	Subtotal of hrs per item	Subtotal of fee per item
Hourly Rate:	\$216.00	\$177.00	\$153.00	\$113.00	\$87.00	\$84.00	\$120.00	\$60.00		

Presentation of Final Report										
Present Final Report to Key Stakeholders	4	4		4					12	\$2,024.00
Public Open House of Final Report	4	4		4					12	\$2,024.00
									0	\$0.00
									0	\$0.00
									0	\$0.00
									0	\$0.00
									0	\$0.00
Subtotal of hours per associate	8	8	0	8	0	0	0	0	24	
Subtotal of fee per associate	\$1,728.00	\$1,416.00	\$0.00	\$904.00	\$0.00	\$0.00	\$0.00	\$0.00		
									Labor	\$4,048.00
									Reimbursable Expenses	7.00% \$283.36
									Contingency	10.00% \$404.80
									Task Total	\$4,736.16

Summary										
Total Of Hours Per Associate	29	109	4	144	25	25	10	2	345	
Total Of Fee Per Associate	\$6,264.00	\$18,782.00	\$612.00	\$16,272.00	\$2,175.00	\$2,100.00	\$1,200.00	\$120.00		
									Labor	\$47,505.00
									Reimbursable Expenses	7.00% \$3,325.35
									Contingency	10.00% \$4,750.50
									Task Total	\$55,580.85

EXHIBIT C

The hourly rate schedule for work to be provided Lamp Ryneerson under this agreement shall be as listed below.

Principal	\$216.00
Project Manager (1)	\$177.00
Project Manager (2)	\$153.00
Engineer/Designer	\$113.00
Technician (1)	\$87.00
Technician (2)	\$84.00
GIS	\$120.00
Office	\$60.00