

# **City of Scottsbluff, Nebraska**

**Monday, August 7, 2023**

**Regular Meeting**

## **Item Reports3**

**Council to discuss and consider action on the Agreement between M.C. Schaff & Associates, Inc. for engineering services for Paving District No. 314 for portions of 28th Street and Avenue K and authorize the Mayor to sign the Agreement.**

**Staff Contact: Kevin Spencer, City Manager**

AGREEMENT BETWEEN M.C. Schaff & Associates, Inc.

AND THE CITY OF SCOTTSBLUFF FOR PROFESSIONAL SERVICES FOR ENGINEERING SERVICES FOR, PAVING DISTRICT NO. 314 FOR PORTIONS OF 28<sup>TH</sup> STREET AND AVENUE K.

The City of Scottsbluff ("CITY") having its office at 2525 Circle Drive, Scottsbluff, Nebraska 69361 and M.C. Schaff & Associates, Inc., a Nebraska Corporation with its address at 818 South Beltline Highway East, Scottsbluff, NE 69361 ("ENGINEER"), agree as follows:

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

**I. PROJECT**

The ENGINEER agrees to provide professional services to the CITY in connection with the following project ("PROJECT"):

Paving District No. 314 for Portions of 28<sup>th</sup> Street and Avenue K.

**II. SERVICES**

- A. The ENGINEER agrees to provide Engineering Services for the project as described in Exhibit A.
- 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 of Scottsbluff.

**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 shall be \$51,496.00. 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 Council 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 PROJECT so that the CITY may verify bills submitted by the ENGINEER. Such records shall be made available to the CITY upon request and submitted in summary form with each bill.

#### **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.
- B. The ENGINEER shall also maintain in effect an insurance policy or policies in an amount of not less than \$1,000,000 which protects it and the CITY from damages resulting from the ENGINEER'S conduct.
- C. Certificates showing the ENGINEER has the required insurance shall be filed with the CITY before any SERVICES are performed. Certificates shall provide not less than 10 days prior written notice to the CITY 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 as an additional insured party.
- D. The ENGINEER shall indemnify, defend and hold the CITY, 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 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 for the PROJECT compliance with all applicable laws, ordinances and regulations.

## **VI. TERMINATION OF AGREEMENT**

- A. The agreement can be cancelled by either party with written notice 30 days prior to cancellation.
- B. This agreement may be terminated by either 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 to termination is mailed to it at the above address.
- C. The CITY may terminate this agreement if it decides not to continue with the PROJECT. The CITY shall provide notice of such termination by first class mail to the ENGINEER at its above address. If the PROJECT is 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 agrees to give the ENGINEER access to the PROJECT area and other CITY owned properties as required to perform the necessary SERVICES under this agreement.
- B. The CITY shall notify the ENGINEER of any defects in the SERVICES of which the CITY has 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.

**IX. EXTENT OF AGREEMENT**

This agreement represents the entire understanding between the CITY 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.

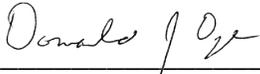
**X. OWNERSHIP OF DOCUMENTS**

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. The CITY acknowledges that the documents are prepared only for the PROJECT.

Effective Date of this Agreement \_\_\_\_\_, 2023

M.C. Schaff & Associates, Inc.

City of Scottsbluff, Nebraska

  
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## EXHIBIT A

### **Scope of Services**

Perform all engineering services as required for the making of surveys, designs, layouts, analysis, plans (including drainage structures design if required), quantity computations, summaries and other items necessary to determine precise alignment, provide preliminary and final plans of the proposed project, and assist the City in taking of bids on the Project.

The project shall include design of the 28<sup>th</sup> Street from Avenue I to Avenue K and Avenue K from 28<sup>th</sup> Street to 29<sup>th</sup> Street including all pavement, curb & gutter, drainage improvements, sidewalk and related work.

Care shall be exercised in drawing all preliminary and construction details. All notes shall be properly spaced and all lettering shall be of an engineering style. Clarity must be maintained to allow reduction to half size plans.

Specifically, a more detailed description of the services to be performed is as follows:

#### WORK DESCRIPTION

##### A. Project Alignment and Field Survey

Perform topographic survey to locate existing facilities and identify potential conflicts with other utilities in the area.

##### B. Prepare Plans & Specifications (Street)

Perform engineering services and prepare construction drawings, specifications, and a construction estimate detailing the work to be performed by the contractor. The design package will incorporate all appropriate City of Scottsbluff Standard Specifications.

Design services provided by our firm will meet all needs of the City and will be done in compliance with the State Board of Engineers and Architects. All work will be done by qualified engineers, designers, and technicians.

C. Prepare Contract Documents and Assist in Bidding Process

Prepare contract documents for review and approval by the City staff and City Council. The contract documents will include the technical specifications, construction plans, and contractual requirements. The documents will include necessary bid documents for use as a proposal to be submitted by potential bidders. Once the contract documents are approved by the City Council, we will assist the City in the advertisement for, receipt of, and review of bids received. We will prepare a tabulation of the bids received and any documentation needed to evaluate and eventually recommend acceptance of the lowest and best bid. Following contract award, we will prepare the contracts, bonds, and other documents needed for the execution of the construction contract for this project.

**EXHIBIT B**

<b>WORK ITEM AND STAFF</b>	<b>HOURS</b>	<b>RATE</b>	<b>EXTENSION</b>	<b>SUBTOTAL</b>
<b>A. PROJECT ALIGNMENT AND FIELD SURVEY</b>				<b>\$15,712.00</b>
Professional Engineer	40	\$210.00	\$8,400.00	
Survey Crew	40	\$140.00	\$5,600.00	
Engineering Tech	16	\$89.00	\$1,424.00	
Clerical	4	\$72.00	\$288.00	
<b>B. PREPARE PLANS AND SPECIFICATIONS (STREET)</b>				<b>\$30,168.00</b>
Professional Engineer	120	\$210.00	\$25,200.00	
Survey Crew	8	\$140.00	\$1,120.00	
Engineering Tech	40	\$89.00	\$3,560.00	
Clerical	4	\$72.00	\$288.00	
<b>C. PREPARE CONTRACT DOCUMENTS AND ASSIST IN BIDDING PROCESS</b>				<b>\$5,616.00</b>
Professional Engineer	24	\$210.00	\$5,040.00	
Survey Crew	0	\$140.00	\$0.00	
Engineering Tech	0	\$89.00	\$0.00	
Clerical	8	\$72.00	\$576.00	
			Total	<b>\$51,496.00</b>

**EXHIBIT C**

The hourly rate schedule for work to be provided by M.C. Schaff & Associates, Inc. under this agreement shall be as listed below.

Professional Engineer	\$210.00
Survey Crew	\$140.00
Project Inspector	\$90.00
Engineering Tech	\$89.00
Clerical	\$72.00