

City of Scottsbluff, Nebraska

Tuesday, January 20, 2015

Regular Meeting

Item Bids1

Council to consider approval of an Agreement with M.C. Schaff & Associates, Inc. for engineering services relating to the Sanitary Sewer Main and Siphon Improvement Project and authorize the Mayor to execute the agreement.

Staff Contact: Lynn Garton

Agenda Statement

Item No.

For meeting of: January 20, 2015

AGENDA TITLE: Council to consider approval of an Agreement with M.C. Schaff & Associates, Inc. for engineering services relating to the Sanitary Sewer Main and Siphon Improvement Project.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Mark Bohl, Public Works Director

PRESENTATION BY: Rick Kuckkahn, City Manager

SUMMARY EXPLANATION: On January 5, 2015, Council awarded engineering services relating to the Sanitary Sewer Main and Siphon Improvement Project to M.C. Schaff & Associates.

The proposed Agreement is to document the scope of work and project responsibilities that both the City and M.C. Schaff & Associates will have. The Agreement has been reviewed and approved by Legal prior to bringing before Council for consideration.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff recommends that Council approve the Agreement and authorize the Mayor to sign it.

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) Copy of Agreement

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

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

AND THE CITY OF SCOTTSBLUFF FOR PROFESSIONAL ENGINEERING SERVICES FOR, the design and construction oversight for improvements to the sanitary sewer main and siphon by Scotts Bluff Drain near East 27th Street.

The City of Scottsbluff, Public Works Department, having its offices at 2525 Circle Drive, Scottsbluff, Nebraska "CITY" and M.C. Schaff & Associates, Inc., a Nebraska Corporation
(State) (Partnership, Sole Proprietorship, or Corporation)

with its address at 818 South Beltline Highway East, Scottsbluff Nebraska "ENGINEER" agree as follows:

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

I. PROJECT

The design and construction oversight for improvements to the sanitary sewer main and siphon by Scotts Bluff Drain near East 27th Street and the Reganis Development.

II. SERVICES

- A. The ENGINEER agrees to provide SERVICES that are detailed in the scope of service described in **Exhibit A**.
- B. SERVICES under this Agreement shall be performed by the 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, Lynn Garton, Water Reclamation Supervisor.

III. COMPENSATION OF CONSULTANT

- A. The ENGINEER will be paid on the basis of time spent at the rates specified in the cost proposal. The project cost proposed and approved is \$20,917.00 **Exhibit B**. 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 service unless prior Council authorization, in the form of a change order, is received. Work outside the scope of service will be provided at the hourly rates specified in the cost proposal **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 will secure and 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 also maintain in effect a policy of worker's compensation insurance in the amount required by Nebraska law. All policies will need to be secured from an insurance company authorized to do business in the State of Nebraska. The Certificate of Insurance shall specifically name the CITY as an additional insured party.
- B. Certificates showing the ENGINEER has the required insurance shall be filed with the CITY before any SERVICES are performed. The certificates must contain the agreement of the insurance company that they'll notify the CITY in writing not less than 10 days prior to any cancellation or material alteration of the policy. The ENGINEER shall not allow any work under the contract to be performed by a subcontractor unless evidence of similar insurance covering the activities of the subcontractor is submitted to and approved by the CITY.
- C. 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 in 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 of 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 it's 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 or 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 _____

M.C. Schaff & Associates, Inc.

City of Scottsbluff, Nebraska

Dave Schaff, P.E.

Randy Meininger, Mayor

EXHIBIT A

PROJECT SCOPE OF SERVICE

Perform the engineering services and prepare construction drawings and specifications detailing the work to be performed by the contractor. The project, plans and specifications shall follow the:

- City of Scottsbluff Manual for Standards, Specifications for the Design and Construction of Public Improvements, 1996 Edition and,
- State of Nebraska Department of Environmental Quality rules and regulations.

Conduct field surveys to identify potential conflicts with other utilities in the area and prepare detailed construction drawings.

Determine any requirements for right-of-way or permissions needed for work in the project area. Engineer will assist City in obtaining what is needed.

Design of the improvements and the construction sequencing shall be such that service interruptions to surrounding customers are minimized.

Prepare bidding summary with recommendations on the contractor for the project.

Coordinate the construction activities with the Water Reclamation Supervisor, contractor and area sanitary sewer users as appropriate.

The Engineer shall be responsible for handling all aspects of material or other type of testing relevant to this project. Those may include, but are not limited to compaction testing, concrete cylinder testing, etc.

Have a representative on-site at all critical times during the construction process to observe and be certain that the plans and specifications are being followed. This includes but is not limited to the laying or realigning of pipe, installation and connection of manholes, service laterals and other components of the sanitary sewer system and all required testing. The City is looking to have frequent inspections while the project is underway.

The Engineer shall make periodic inspection to ensure that the contractor complies with all reasonable safety measures as prescribed in the Manual of Uniform Traffic Control Devices (MUTCD).

All plans/drawings shall be provided as hard copy on a CD ROM and shall be in AutoCAD R14 or later format (.DWG), for use in the City GIS system and must be in State Plane Coordinates, NAD 83 as per the Scottsbluff City Ordinance #3595.

Ownership of Documents – Upon completion or termination of the project, 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.



Sanitary Sewer Main & Siphon Scottsbluff Drain near East 27th Street	Professional Engineer	Professional Surveyor	Design Engineer	GIS Technician	Draft Person	1-Man Survey Crew	Field Technician	Clerical	Additional Cost
	\$130.00	\$130.00	\$92.00	\$70.00	\$65.00	\$105.00	\$65.00	\$50.00	\$1.00
Component 1 - Project Initiation and Coordination									\$704.00
Kick-off Meeting	2		2						\$444.00
Discuss/Refine Project Timeline	2								\$260.00
Component 2 - Design									\$7,882.00
Wastewater Flow Analysis			2				8		\$704.00
Site Survey		2			8	16			\$2,460.00
USACE 404 Permit	2	2	8					4	\$1,456.00
Phase and Construction Alternatives	2		4						\$628.00
Plans and Specification Development	1		8		16			2	\$2,006.00
NDEQ Submittal and Approval	2		4						\$628.00
Component 3 - Bidding Services									\$1,384.00
Prepare Bid Documents	1		2					3	\$464.00
Bid Assistance	1		2						\$314.00
Attend Bid Openings	1		2						\$314.00
Award and Recommendations	1		1					1	\$272.00
Component 4 - Construction Services									\$10,523.00
Preconstruction Meeting	1		1				1		\$287.00
Site Visits and Pay Request			4					2	\$468.00
Shop Drawings			4						\$368.00
Construction Staking					4	8			\$1,100.00
Construction Observation (Full Time)							120		\$7,800.00
Material Testing									\$500.00
Component 5 - Project Close-Out									\$444.00
As-built Drawings			2		4				\$444.00
	16	4	46	0	32	24	129	12	\$500.00
	\$2,080.00	\$520.00	\$4,232.00	\$0.00	\$2,080.00	\$2,520.00	\$8,385.00	\$600.00	\$500.00
									\$20,917.00

EXHIBIT B

COPY

12/8/2014

anticipated costs

EXHIBIT C

2015 Hourly Rates

Professional Engineer	\$140/hour
Professional Surveyor	\$140/hour
Design Engineer	\$95/hour
GIS Technician	\$75/hour
Two-Man Survey Crew	\$100/hour
Field Technician	\$67/hour
CAD Technician	\$67/hour
Clerical	\$58/hour