

# **City of Scottsbluff, Nebraska**

**Monday, March 2, 2015**

**Regular Meeting**

## **Item Bids1**

**Council to approve the Agreement with Baker and Associates for engineering services for Paving District 311.**

**Staff Contact: Annie Urdiales, Planning Administrator**

# Agenda Statement

Item No.

For meeting of: March 2, 2015

**AGENDA TITLE:** Approve agreement with Baker and Associates for Engineering Services for Paving District No. 311 – Five Oaks Subdivision.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Development Services Department

**PRESENTATION BY:** Rick Kuckkahn

**SUMMARY EXPLANATION:** Agreement with Baker & Associates for paving district # 311 for the creation of streets in the Five Oaks Subdivision. The district includes construction of Five Oaks Drive beginning at the intersection of 36<sup>th</sup> Street and Five Oaks Drive and continuing north on Five Oaks Drive to 100' past 38<sup>th</sup> Street, the paving district will also include extending Sagebrush Drive to Five Oaks Drive, as well as 140' to start the new street Pine Circle.

**BOARD/COMMISSION RECOMMENDATION:** N/A

**STAFF RECOMMENDATION:** Staff recommends Council approve the Agreement with Baker and Associates for Engineering Services for Paving District # 311.

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### EXHIBITS

Resolution     Ordinance    Contract/Agreement     Minutes    Plan/Map

Other (specify)  \_\_\_\_\_

**NOTIFICATION LIST:** Yes     No     Further Instructions

Jack Baker, Baker & Associates, 120 E 16<sup>th</sup> Street, Scottsbluff, NE

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

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February 24, 2015

Mr. Rick Kuckkahn  
City of Scottsbluff  
1115 13<sup>th</sup> Avenue  
Sidney, Nebraska 69162

RE: Five Oaks Subdivision – SID 311.

Dear Rick:

With regard to the Street Improvement District No. 311, for the Five Oaks Subdivision to the City of Scottsbluff, Scotts Bluff County, Nebraska, Baker & Associates respectively submits the following for your consideration:

**Project History:**

Five Oaks Subdivision is a subdivision in the City of Scottsbluff, Scotts Bluff County Nebraska, located just to the north of the Scotts Bluff Drain, to the west of U.S. Highway 71 and south of 42<sup>nd</sup> Street. The Phase I platting of the Development began 2005, at that time the original infrastructure was been installed. The developer has decided to proceed with the expanding the development and has petitioned the City of Scottsbluff, Nebraska to create the following infrastructure improvement districts:

Street Improvement District No. 311 – Five Oaks Drive

At the City of Scottsbluff Council meeting, on May 19, 2014, Baker & Associates, Inc. was named as the special engineer for these infrastructure improvement projects.

**Project Scope:**

**Street Improvement District No. 311 – Five Oaks Drive:**

This project will consist of preparing the plans and specifications for the purpose of soliciting bid for the construction of Street Improvement District No. 311 and the necessary construction observation. The construction for this project will consist of the grading, subgrade preparation, installation of 2” granular base course, installation of 30” PCC concrete curb and gutter and installation of 6” of concrete paving for a 32’ to 34’ wide streets as measured from back to back of curb.

Storm water drainage will be addressed as part of the design of the street. This will include working with developer and adjoining land owners to meet the City of Scottsbluff storm water drainage requirements. The storm water drainage will be in compliance with the drainage report prepared for the Five Oak Addition and previously approved by the City of Scottsbluff.

Baker & Associates will complete the necessary drawings and specifications to complete the project as well as construction and post construction activities. Baker & Associates will prepare the plans and specifications and assist in the solicitation of bid. Upon opening the bid we will make a recommendation as to the award of the bid.

Construction activities will include construction staking in accordance with our standard specifications (Section 01050 – Attached for reference), observation and materials testing, including sampling concrete and if necessary density testing on the sub-grade. Services will also include contract administration including shop drawing review, pay estimate review and processing, questions and coordination with the contractor during construction, and processing the standard contract paperwork.

Post construction services will include the preparation of the assessment for the assessment district as well as providing contract documents, project closeout, and record drawings.

**Items Not Included:**

This agreement does not include the completion of a soils report. In the event that a soils investigation is deemed necessary by the OWNER and ENGINEER this agreement shall be amended in accordance the Amendment of Agreement section of this contract.

**Scheduling:**

The above described plans and specifications have been completed and the project has been let for bid and a contractor is under contract to complete the work. Construction of this project is anticipated to begin by April 1, 2015, weather dependent. In the event that Baker & Associates, Inc. is obstructed or delayed in the completion of said services by any act of the Client, or the Client's agents or by any act beyond the control of Baker & Associates, Inc. including, but not limited to, inclement weather, illness, strikes, or delay created within or by approving agencies, then the time herein fixed for the completion of the services shall be extended for a period of time equivalent of the time lost by reason of any or all of the aforementioned causes.

**Method of Payment:**

Compensation paid to Baker & Associates, Inc. for services described in this agreement shall be as follows:

**Street Improvement District No. 311 – Five Oaks Drive:**

**Design and Bidding Phase:**

For the design and bidding phase as listed above, Baker & Associates, Inc. shall be compensated a hourly basis plus expenses in accordance with the attached rate schedule an amount not to exceed \$6,000 (Six Thousand dollars).

**Construction Services:**

For construction services, Baker & Associates, Inc. shall be compensated on an hourly basis plus expenses in accordance with the attached rate schedule an amount not to exceed \$6,000 (Six Thousand dollars).

**Post Construction Services:**


For post construction services include record drawings, final costs for assessments and project closeout Baker & Associates, Inc. shall be compensated on an hourly basis plus expenses in accordance with the attached rate schedule an amount not to exceed \$2,000 (Two Thousand dollars).

**Amendment of Agreement:**

This Agreement may be amended only in writing signed by the Client and Baker & Associates, Inc.

If the foregoing Agreement and the attached Terms and Conditions are acceptable, please acknowledge by signing below and returning one copy to our office. This Agreement is null and void unless executed by the client and returned to Baker & Associates, Inc. within thirty (30) days. Work will begin on either of the sites upon receipt of written instruction to commence by Baker & Associates, Inc.

Respectfully submitted,  
Baker & Associates, Inc.

By:   
\_\_\_\_\_  
Jack W. Baker, P.E.

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

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

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

## **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 \$200,000. 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.

**RATE SCHEDULE**  
for  
**PROFESSIONAL SERVICES**

EFFECTIVE JANUARY 1, 2014

	<b>HOURLY RATE</b>
Principal.....	\$140.00
Architect.....	\$135.00
Professional Level 1 .....	\$128.00
Professional Level 2 .....	\$123.00
Professional Level 3 .....	\$115.00
Professional Level 4 .....	\$108.00
Professional Level 5 .....	\$98.00
Technician Level 1 .....	\$95.00
Technician Level 2 .....	\$88.00
Technician Level 3 .....	\$78.00
Technician Level 4 .....	\$70.00
Technician Level 5 .....	\$45.00
Survey Crew (2 – Man) .....	\$165.00
Surveyor Level 1 .....	\$130.00*
Surveyor Level 2 .....	\$105.00
Surveyor Level 3 .....	\$80.00
Surveyor Level 4 .....	\$62.00
Surveyor Level 5 .....	\$45.00
Clerical Level 1 .....	\$50.00
Nuclear Density Gauge.....	\$115.00/day
Concrete Cylinder Testing.....	\$15/Cylinder
Subcontracted Services	
Provided by Others .....	1.15 X Actual Cost
Miscellaneous Expenses	
(printing, phone, ATV, etc.) .....	1.10 X Actual Cost
Mileage .....	\$ 0.55/Mile
Lodging, Subsistence.....	Actual Cost
* Includes Survey Equipment Costs	



**SECTION 01050**    CONSTRUCTION SURVEY WORK:

**PART 1**    Construction Staking:

The Engineer will provide control points and project benchmark(s) for the project. A minimum of two control points will be provided with a project benchmark, plus an additional point and benchmark for each additional 10 acres of site. It shall be the Contractor's responsibility to maintain all stakes and reference elevations and replacement of stakes shall be at the Contractor's expense. The Engineer will not provide any "bluetop" staking for the project and additional staking required beyond the scope provided below will be the Contractor's cost, reimbursed to the Engineer. The Engineer will provide the following staking for the project with reasonable offsets as requested by the Contractor:

- 1.1 Street Construction: Back of curb at 50-foot intervals, radius points, driveways, alleys, and grade changes.
- 1.2 Pathway/Sidewalk Construction: Centerline of pavement at 50-foot intervals, radius points, and driveways.
- 1.3 Fencing: All corners, gates and at 200-foot intervals.
- 1.4 Water Line Construction: Centerline of pipeline at 100-foot intervals, bends, fittings, fire hydrants, and proposed service lines.
- 1.5 Sanitary Sewer Construction: Centerline of pipeline at 100-foot intervals, manholes, cleanouts, and proposed service lines.
- 1.6 Stormwater Construction: Centerline of pipeline at 100-foot intervals, manholes, inlets, headwalls, and flared end sections.
- 1.7 Site Grading: Rough stakes at 200-foot grid and/or major features, final grading at 100-foot grid and/or major features.
- 1.8 Building: Exterior corners will be set for new buildings. No additional stakes will be provided for building additions.

**PART 2**    Staking Review:

The Contractor is responsible for checking stakes for accuracy and verifying grades of pipe, pavement, grading, and building dimensions independently from staking. The Contractor shall make no claim against the Owner or Engineer regarding the alleged inaccuracy of construction stakes set by the

Engineer unless all survey stakes set by the Engineer are maintained intact and can be verified as to their origin. If staking is not intact or cannot be verified as to the origin, any and all remedial work to correct improper construction shall be done at the sole expense of the Contractor.

**PART 3 Notification:**

The Contractor shall notify the Engineer at least three (3) working days in advance of his intention to construct any specific portion of the work, to allow the Engineer time to stake that portion of work.

**END OF SECTION**  
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**SECTION 01060 REGULATORY REQUIREMENTS:**

**PART 1 GENERAL:**

It shall be the Contractor's responsibility to familiarize himself/herself with the regulatory requirements with regard to the location of the project and the type of work to be performed under the Contract.

**PART 2 SAFETY:**

All regulations pertaining to safety, to include Occupational Safety & Health Association (OSHA) Standards, shall be strictly adhered to by the Contractor. Particular care shall be exercised in connection with the operation of vehicles and other equipment on the site. Safety barriers and equipment shall be provided by the Contractor as required.

**PART 3 PERMITS:**

It shall be the Contractor's responsibility to obtain all necessary permits as required by State and Local codes to perform the work required as part of this Contract.