

City of Scottsbluff, Nebraska

Monday, March 2, 2015

Regular Meeting

Item Reports1

Council to consider approval of an Agreement with M.C. Schaff & Associates, Inc. for engineering services for improvements relating to the installation of a scale and scale building at the Compost Facility.

Staff Contact: Mark Bohl, Public Works Director

Agenda Statement

Item No.

For meeting of: March 2, 2015

AGENDA TITLE: Council to consider approval of an Agreement with M.C. Schaff & Associates, Inc. for engineering services for improvements relating to the installation of a scale and scale building at the Compost Facility.

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

PRESENTATION BY: Rick Kuckkahn, City Manager

SUMMARY EXPLANATION: The proposed Agreement with M.C. Schaff & Associates is for continued improvements needed at the Compost Facility. This phase is for improvements relating to the installation of a scale and scale/office building.

The Agreement is to document the scope of work and project responsibilities that both the City and M.C. Schaff & Associates will have. It 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 execute 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 relating to the installation of a scale and scale building at the Compost Facility.

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 relating to the installation of a scale and scale building at the Compost Facility.

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 \$25,172.00 **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

Scope of Services

Perform all engineering services as required for the making of surveys, designs, layouts, analysis, plans (including drainage structures design if required), utility revisions, quantity computations, summaries and other items necessary to determine precise alignment, provide preliminary and final plans of the proposed project, and submission of plans to review agencies.

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 Initiation & Coordination

A kickoff meeting will be held with the City Project Manager and the Project Manager and Design Engineer for the Consultant. During this meeting, expectations for the project will be discussed and a time frame will be developed for the project completion.

B. Design

1. **Architectural Design** – Provide the architectural design for the scale building to include the mechanical, electrical, and plumbing components, as well as architectural features. Scale building will include an office and a single (unisex) restroom.
2. **Site Survey** – Perform topographic survey to locate existing facilities and identify potential conflicts with other improvements in the area.
3. **Coordination with Nebraska Public Power (NPPD)** – Coordinate with NPPD the electrical service requirements for the proposed scale and scale building in order that NPPD can provide design of electrical facilities to the site.
4. **Percolation Test** – Provide percolation test per the requirements of the State of Nebraska for use in the design of the septic system.

5. **Site Septic Design** – Provide a detailed design to show the nature of the existing grades and proposed septic improvements as required by the State of Nebraska.
6. **Domestic Well** – Provide the necessary details and specifications for a 50 gallon per minute (gpm) domestic well for water service for the proposed scale building.
7. **Plans and Specifications Development** – 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.
8. **Nebraska Department of Environmental Quality (NDEQ) Review Coordination** – The Consultant shall submit plans for review to the NDEQ for the septic system. It is anticipated the review period required by NDEQ will be 30 days. The Consultant shall address any comments and resubmit plans as necessary within 2 weeks of receiving comments. The review fee is not included as part of this contract and shall be reimbursed by the City.

C. Bidding Services

1. **Prepare Bid Documents** – Preparation of plans and specifications for bidding of the project.
2. **Bid Assistance** – Assist the City in bidding of the project.
3. **Attend Bid Opening** – Attend the bid opening for the project and provide bid tabulation for the project.
4. **Award and Recommendation** – Review the bid tabulation and make the necessary recommendations to the City of which Contractor to award the construction of the project to.

D. Construction Services

1. **Preconstruction Meeting** – Attend and conduct the preconstruction meeting with the Contractor.
2. **Site Visits and Pay Requests** – Perform site visits of the project as necessary to determine completion of construction. Prepare the monthly pay application based upon said visit.

3. Shop Drawings – Review and approve shop drawings as needed to ensure compliance with project documents.
4. Construction Staking – Provide construction staking for the Contractor as needed for the proposed improvements to ensure that project is being constructed to required elevations.
5. Material Testing – Provide personnel and equipment as required to perform compaction testing, rebar inspection for footings, concrete testing, and other applicable tests per project documents.

E. Project Close-Out

1. As-built Drawings – Provide as-built drawings for the project upon completion.

EXHIBIT B

Compost Facility Scale Building and Scale City of Scottsbluff, NE	Professional Engineer \$140.00	Professional Surveyor \$140.00	Design Engineer \$95.00	GIS Technician \$75.00	Draft Person \$67.00	1-Man Survey Crew \$105.00	Field Technician \$67.00	Clerical \$58.00	Additional Cost \$1.00	
Component 1 - Project Initiation and Coordination									\$375.00	
Kick-off Meeting	1		1						\$235.00	
Discuss/Refine Project Timeline	1								\$140.00	
Component 2 - Design									\$19,368.00	
Architectural Design								\$8,750.00	\$8,750.00	
Site Survey		1			4	6			\$1,038.00	
Coordination with NPPD for Electrical Service	2		2						\$470.00	
Percolation Test for Septic System	1							\$1,300.00	\$1,440.00	
Septic Design and Submittal to NDEQ	4		10		4		2		\$1,894.00	
Well design for domestic service	2		4		8		2		\$1,312.00	
Cost Estimates	2		4						\$660.00	
Plans and Specification Development	4		16		24		2		\$3,804.00	
Component 3 - Bidding Services									\$1,172.00	
Prepare Bid Documents	1		2				3		\$504.00	
Bid Assistance	1		2						\$330.00	
Attend Bid Openings	1								\$140.00	
Award and Recommendations	1						1		\$198.00	
Component 4 - Construction Services									\$3,299.00	
Preconstruction Meeting	1		1						\$235.00	
Site Visits and Pay Request			2				2	\$480.00	\$786.00	
Shop Drawings			2					\$480.00	\$670.00	
Construction Staking					4	8			\$1,108.00	
Material Testing								\$500.00	\$500.00	
Component 5 - Project Close-Out									\$958.00	
As-built Drawings	1		2		4			\$360.00	\$958.00	
	23	1	48	0	48	14	0	12	\$11,870.00	
	\$3,220.00	\$140.00	\$4,560.00	\$0.00	\$3,216.00	\$1,470.00	\$0.00	\$696.00	\$11,870.00	\$25,172.00

EXHIBIT C

The hourly rate schedule for work outside the scope of service is found below.

Professional Engineer	\$140/hour
Professional Surveyor	\$140/hour
1-man Survey Crew	\$105/hour
Design Engineer	\$95/hour
GIS Technician	\$75/hour
Draft Person	\$67/hour
Field Technician	\$67/hour
Clerical	\$58/hour