

RESOLUTION NO. 23-04

WHEREAS, The City has determined that streets in the City of Alliance should be improved by overlaying the roads with asphalt; and

WHEREAS, City engineer, M.C. Schaff & Associates have worked with staff and determined the projects for the 2023 Pavement Rehabilitation Projects; and

WHEREAS, An Engineering Services Agreement with M.C. Schaff & Associates is required to move forward with these projects; and

WHEREAS, M.C. Schaff & Associates, Inc. has submitted a proposal in the amount of One Hundred Fifty-one Thousand Nine Hundred Thirty-four and 25/100ths (\$151,934.25) to provide the necessary engineering services to include civil design, surveying, bidding services, construction oversight, and closeout services.

WHEREAS, Alliance City Council finds it in the best interest of the City to enter into an Engineering Services Agreement with M.C. Schaff & Associates for the 2023 Pavement Rehabilitation Projects.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Alliance, Nebraska, that the Mayor is authorized to sign the engineering agreement with M.C. Schaff & Associates in the amount of One Hundred Fifty-one Thousand Nine Hundred Thirty-four and 25/100ths (\$151,934.25).

PASSED AND APPROVED this 3rd day of January, 2023.

Mike Dafney, Mayor

(SEAL)

Attest: _____
Tarrah S. Johnson, City Clerk

Approved as to Form and Legality:

Simmons Olsen Law Office, Legal Counsel



PROPOSAL/A&E SERVICE CONTRACT

TO: City of Alliance
320 Laramie Avenue
Alliance, NE 69301

Date: December 12, 2022

RE: 2023 City of Alliance Pavement Rehabilitation Project
Professional Engineering Services

Honorable Mayor and Council Members:

Thank you for the opportunity to provide a Surveying Services Proposal for the above referenced project. The project scope shall be as follows:

2023 Alliance Rehabilitation Project		
<i>Project No.</i>	<i>Description</i>	<i>Location</i>
	Park Knoll Drive	Box Butte to Sweetwater
	12 th Street	Box Butte to Sweetwater
	14 th Street	Cheyenne to Sweetwater
	Box Butte Avenue	14 th Street to 25 th Street
	Hammond Lane	Buchfink to 14 th Street
	Grove Avenue	14 th Street to 16 th Street
	14 th Street	Buchfink West to Dead End
	16 th Street	Buchfink West to Dead End

Rehabilitation operations anticipated on these areas will be cold milling existing pavement, installation of a new bituminous overlay on the milled surface, utility structure adjustments and minor repairs to curb, gutter, radii, walk, and drives.

The services in this proposal include Surveying Services.

Civil Design services include the following:

- Confer with City Staff of project scope and limits
- Conduct field surveys of existing conditions, topography, elevations, and utilities
- Coring of existing pavement conditions
- Prepare detailed plans, specifications, and contract documents with NE Civil Engineer Stamped Seal affixed for Schedule 1

- Prepare detailed plans, specifications, and contract documents with NE Civil Engineer Stamped Seal affixed for Schedule 2
- Submittal and review of project documents with City Staff and City Council for acceptance

Bidding Services include the following:

- Provide sufficient copies of approved project documents for Schedule 1 and Schedule 2 bidding documents, including construction contracts and ancillary agreements for contractor
- Conduct one preconstruction conference at the project site for Schedule 1
- Conduct one preconstruction conference at the project site for Schedule 2
- Answer questions raised during the bidding process from Owner or contractors
- Issue all Addenda as required
- Attend bid opening, tabulate bids, evaluate bidder's information, and analyze bid results
- Prepare and present a written recommendation of award to the City Council

Construction Oversight Services include the following:

- Participate in a preconstruction conference and submit a report of conference discussions for Schedule 1
- Participate in a preconstruction conference and submit a report of conference discussions for Schedule 2
- Provide field survey and staking as required by the contract specifications
- Provide final field survey of "as-built" conditions and comparison with specified survey limits
- Provide full time "On-Site" construction observation of construction activities, including demolition activities
- Material testing of all concrete, aggregate, and asphalt material in accordance with the contract specifications. Copies given to the Owner and Contractor
- Review and approval of all shop and erection drawings and all material data submitted by construction contractors for compliance with plans and specifications
- If needed prepare and negotiate contract modifications, change orders, and supplemental agreements
- Determine amounts owed to construction contractors and preparation of monthly construction progress pay estimates

Close-Out Services include the following:

- Arrange and conduct final inspections
- Submit final pay estimates and project cost breakdown to City staff
- Approve final payments
- Issue Notice of Final Completion and Acceptance
- Prepare and submit to the Owner "As-Built" record drawings, operational/maintenance manuals, and final closeout documents in accordance with the plans and specifications

Specifications will be in accordance with the *Engineers Joint Contract Documents Committee*.

The services in this agreement shall be limited to the areas noted in the project scope above.

All work and services performed shall be provided and completed in a good and workmanlike manner, and shall be of a standard expected of same or similar professionals in a same or similar community.

The following is the cost break down for Engineering Services.

Civil Scope:

Civil Design Services	\$62,712.00
Bidding Services	\$4,640.25
Construction Oversight Services (Based Upon 50 Working Days)	\$80,703.00
Close-Out Services	\$3,979.00
TOTAL	\$151,934.25

The total cost for all schedules is **\$151,634.25.00**. All invoicing will be based upon the following hourly rates and actual services provided.

CAD Draftsman	\$82/hour
GIS Technician	\$97/hour
I-Man Survey Crew with Equipment	\$125/hour
Design Engineer.....	\$137/hour
Principal Engineer.....	\$192/hour

STANDARD PROVISIONS OF AGREEMENT BETWEEN CLIENT AND CONSULTANT

1. Reimbursable Costs: Costs of copies of drawings, CAD plots of drawings, xerography, photographic reproduction of drawings; courier and shipping costs shall be reimbursed to MCS at cost + 15% and is not included in the Fee for Professional Services.
2. Fees for Professional Services and Reimbursable Costs shall be billed bi-weekly.
3. Accounts are due upon receipt of invoice.
4. Extra Services: Any services requested by the client which are not outlined in this proposal are to be considered Extra Services. Extra Services shall be billed on a per hour basis, at the rate of \$170.00 per hour. No Extra Services will be considered without written authorization from the client.
5. This Agreement contemplates a “work for hire” relationship, and all drawings, specifications, plans, contract documents, and project documents produced by the Consultant for this Project shall be and shall remain the property of the Client.
6. If the Consultant is authorized to commence and/or continue to provide its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization shall be deemed an acceptance of this proposal, and all such services shall be provided and compensated in accordance with the terms and conditions herein as though this proposal were fully executed by the Client.

7. The Client agrees, in accordance with generally accepted professional liability insurance policy requirements, that should Client elect to omit Construction Observation Services from the Consultant's contract, the Client will defend, indemnify and hold harmless the Consultant from any and all liability, real or alleged in connection with the performance of work on this project, except liability arising from the sole negligence of the Consultant.
8. The Consultant agrees to obtain, maintain, and keep in full force and effect during the duration of this Agreement a commercial general liability insurance policy and a professional liability insurance policy, each with limits not less than \$1,000,000 in the aggregate. The Consultant agreed to obtain, maintain, and keep in full force and effect at all times that work and services are provided under this Agreement a worker's compensation insurance policy of limits meeting the statutory minimum limits.
9. The Consultant makes no representations concerning soil conditions and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soils tests or general soils testing.
10. These contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the Parties and may be changed, amended, added to, superseded, or waived only if both parties specially agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.
11. RIGHT OF ENTRY – When entry to property is required for the CONSULTANT to perform its services, the Client agrees to obtain legal right-of-entry on the property.
12. The Client and Architect/Engineer agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings, provided that mediation must occur within 60 days of a written request for mediation by either party, and if not so completed the parties may imitate legal proceeds at their discretion. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

