

AGREEMENT

THIS AGREEMENT made and entered into this 10th day of April, 2018, by and between **SCS Engineers**, hereinafter called the Consultant, and the **City of Grand Island, Nebraska**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused agreement documents to be prepared and an advertisement of ***Request for Qualifications for Engineering and Consulting Services for Transfer Station Operations and Facility Improvement Study, City of Grand Island, Nebraska***, and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the qualifications submitted, and has determined that the aforesaid Consultant submitted the best qualifications based on the evaluation criteria listed in the Request For Qualifications, a copy thereof being attached to and made a part of this agreement, and has duly awarded to the said Consultant an agreement therefore, for the sum or sums named in the ***Scope of Work*** with terms & conditions submitted by the Consultant, a copy thereof being attached to and made a part of this agreement;

NOW, THEREFORE, in consideration of the compensation to be paid to the Consultant and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Consultant for itself, himself, or themselves, and its, his (hers), or their successors, as follows:

ARTICLE I. That the Consultant shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the agreement documents as listed in the attached ***Request for Qualifications for Engineering and Consulting Services for Transfer Station Operations and Facility Improvement Study, City of Grand Island, Nebraska*** and in the attached ***Scope of Work*** as submitted by the Consultant; said documents forming the agreement and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this agreement to the said Consultant, such award being based on the acceptance by the City of the Consultant's qualifications;

ARTICLE II. That the City shall pay to the Consultant for the performance of the work embraced in this agreement and the Consultant will accept as full compensation an amount not to exceed **Sixty Thousand One Hundred Thirty and 00/100 Dollars (\$60,130.00)** for all services, materials, and work covered by and included in the agreement award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the agreement.

ARTICLE III. The Consultant hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the consultant shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Consultant. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Consultant shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the consultant's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of attached ***Request for Qualifications for Engineering and Consulting Services for Transfer Station Operations and Facility Improvement Study, City of Grand Island, Nebraska***.

ARTICLE IV. That the Consultant shall start work as soon as possible after the agreement is signed.

ARTICLE V. The Consultant agrees to comply with all applicable State fair labor standards in the execution of this agreement as required by Section 73-102, R.R.S. 1943. The Consultant further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this agreement, the Consultant and all Sub Consultants agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, gender, national origin, age or disability. The Consultant agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.


ARTICLE VII. GRATUITIES AND KICKBACKS: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or an agreement or sub agreement, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub Consultant under an agreement to the prime Consultant or higher tier Sub Consultant or any person associated therewith, as an inducement for the award of a Sub Consultant to order.

ARTICLE VIII. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE IX. LB 403: Every public consultant and his, her or its subconsultants who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.


SCS Engineers

By 


Title Vice President

CITY OF GRAND ISLAND, NEBRASKA,

By 
Jeremy L. Jensen, Mayor

Attest: 
RaNae Edwards, City Clerk

The agreement is in due form according to law and is hereby approved.


Stacy Nonhof, Asst. City Attorney

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of sub-consultants, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Sub-consultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a sub-agreement, including procurements of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any sub-agreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

SCS ENGINEERS

TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES

- 1. SCOPE OF SERVICES:** SCS Engineers will perform the services set forth in the Scope of Service Proposal for this project, of which these terms and conditions are a part. Initiation of services by SCS Engineers will automatically incorporate these terms and conditions into this project. All amendments to the Scope of Service Proposal shall be made in writing, and signed by SCS Engineers and Client.
- 2. PAYMENTS:** SCS Engineers will submit invoices to Client monthly and a final bill upon completion of services. Unless expressly provided and denominated as such in a Scope of Services Proposal, no retainage shall be withheld by Client. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice, and is past due thirty 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by SCS Engineers relating to collection proceedings on overdue accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by SCS Engineers.
- 3. OWNERSHIP OF DOCUMENTS:** All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, estimates, and all electronic media prepared by SCS Engineers are considered its work product and to be instruments of service. SCS Engineers shall retain all common law, statutory and other reserved rights, including the copyrights on said work product and instruments of service. However, all work product and instruments of service specific to an executed Scope of Services Proposal shall be supplied to Client for use, but not ownership. SCS Engineers shall not be responsible for any conclusions, interpretations, or recommendations generated or made by others, which are based, in whole or in part, on SCS Engineers generated work product or instruments of service. Any reuse of work product or instruments of service by Client without a specific agreement with SCS Engineers in each case shall be at Client's risk. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a reliance fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client
- 4. INSURANCE:** SCS Engineers will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverages at all times. An insurance certificate will be provided upon request.
- 5. INDEMNITY:** To the fullest extent permitted by law, SCS Engineers hereby indemnifies and agrees to hold harmless Client, including Client's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is caused by SCS Engineers, or its employees by the negligent performance of professional services, limited, however, as provided elsewhere in this Agreement.

To the fullest extent permitted by law, Client hereby indemnifies, releases, and agrees to hold harmless SCS Engineers including SCS Engineers' officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is: (a) caused by any cause other than the negligent errors or omissions of SCS Engineers, or (b) is based on a claim that SCS Engineers is a generator, disposer, or arranger of hazardous materials or substances at Clients site.

The terms of this Article shall survive the expiration or termination of this Agreement.

6. **STANDARD OF CARE:** SCS Engineers agrees to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession currently practicing under similar circumstances, in the same locale, at the time the services are performed and with the information available to SCS Engineers.
7. **LIMITATION OF LIABILITY:** Client agrees that, to the fullest extent permitted by law, SCS Engineers' total aggregate liability per Scope of Services Proposal to Client for injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause(s), shall not exceed the fee in the Scope of Services Proposal which included the services under which the claim arose, or \$50,000, whichever is greater, and Client releases SCS Engineers from any liability above such amount. This release applies to any loss and all damages, injuries, claims, and expenses (including attorney's fees and expert witness fees and expenses), regardless of the cause, whether, but not limited to, strict liability, statutory liability, the negligence, errors or omissions of SCS Engineers, breach of contract, breach of warranty, negligent misrepresentation, or other contract or tort claims, and whether, but not limited to, special, indirect, or consequential or punitive damages. SCS Engineers shall not be responsible for damages or costs resulting from hidden conditions or latent defects in design, materials, or construction of existing facilities. Unless expressly provided and denominated as such on a Scope of Services Proposal, there shall be no liquidated damages.
8. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** SCS Engineers and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.
9. **SAFETY:** SCS Engineers is not responsible and shall not be liable for injuries or damages incurred by third parties who are not employees of SCS Engineers. It is agreed that SCS Engineers is not responsible for job or site safety on this project, unless specifically agreed to in writing. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.
10. **THIRD PARTY RELIANCE:** All documents produced by SCS Engineers are for client's use only. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client.
11. **UTILITIES AND SUBTERRANEAN STRUCTURES:** SCS Engineers will take reasonable precautions to avoid causing damage to utilities and subterranean structures. SCS Engineers is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to SCS Engineers' attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.
12. **CHANGED CONDITIONS:** If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, SCS Engineers will notify Client and the parties will renegotiate the previously agreed upon Scope of Services Proposal. SCS Engineers and Client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to within sixty (60) days, SCS Engineers will have the right to terminate this Scope of Service Proposal without penalty.

13. DISPUTE RESOLUTION: In the event of any dispute between the parties arising out of or in connection with this Agreement or the services or work contemplated herein, the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the principals of each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice that it elects to proceed with non-binding mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association then in effect. In the event that mediation is not invoked by the parties within fifty-five (55) days or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a statute of limitations may expire.

Each party shall be responsible for its own costs and expenses, including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

14. TESTING AND OBSERVATION SERVICES: If SCS Engineers is hired by Client to provide a site representative for the purpose of testing or observing specific portions of the work, this work will not include supervision or direction of the actual work of any contractors, their employees or agents. SCS Engineers will observe only the portion of the work we have been hired for and perform tests, the results being delivered to Client or others if directed by Client. Client understands that even with very careful field testing and observation, field testing and observation is conducted to reduce, not eliminate, the risk of problems arising, and that providing these services does not create a warranty or guarantee of any type by SCS Engineers.

15. SOIL BORING AND TEST LOCATIONS: The accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. SCS Engineers can provide a professional surveyor if greater accuracy is required or desired. SCS Engineers reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.

16. ON SITE SERVICES: Project site visits by SCS Engineers, or the furnishing of employees to work on the project, will not make SCS Engineers responsible for construction means, methods, techniques or procedures; or for any construction contractor's failure to perform its work in accordance with the drawings and specifications.

17. TERMINATION: Either party may terminate this Agreement or an executed Scope of Services Proposal, or both, with or without cause, by providing seven (7) days written notice. SCS Engineers shall be paid for all services performed and all expenses incurred prior to the effective date of the Notice of Termination, and for all additional services or expenses authorized by Client thereafter. Following termination, Client shall not utilize any consultant or subcontractor of SCS Engineers for any services related to Client's project without the prior written consent of SCS Engineers.

18. CONFIDENTIALITY: SCS Engineers will keep confidential all documents, reports and information generated for Client on this project and will not release or disclose said information without Client's consent, except to the extent required by court order, subpoena, governmental directive, or by law.

19. SEVERABILITY: If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.

20. **GENERAL RESPONSIBILITIES OF CLIENT:** Client will, within a reasonable period of time, so as not to delay the services of SCS Engineers: place at SCS Engineers' disposal all available information pertinent to the project; SCS Engineers may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to SCS Engineers whenever Client observes or otherwise becomes aware of any defect in SCS Engineers' services; and Client will arrange for access to public and private property as required for SCS Engineers to provide its services.

21. **GOVERNING LAW:** Unless otherwise provided, the substantive law of the state of Kansas will govern the validity of this Agreement, its interpretation and performance and remedies for contract breach or any other claims related to this Agreement.

COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT


During the performance of this Agreement, Client acknowledges the applicability of the Federal Immigration Reform Control Act of 1986 ("IRCA"). Client agrees to comply with the law in performing under this Agreement.

22. **ENTIRE AGREEMENT—PRECEDENCE:** These Terms and Conditions and SCS Engineers Scope of Service Proposal contain the entire agreement between SCS Engineers and Client. All previous or contemporaneous agreements, representations, promises and conditions relating to SCS Engineers services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to SCS Engineers a purchase order, no preprinted terms thereon will become part of the agreement of the parties; any purchase order document, whether or not signed by SCS Engineers, shall be considered a document for Client's internal management of its operations.

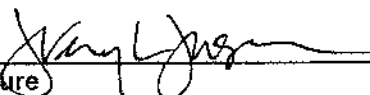
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly Authorized Representatives, as follows:

SCS Engineers

City of Grand Island, Nebraska

By 

Signature

By 

Signature

Michael J. Miller

Jeremy L. Jensen

Typed Name

Typed Name

Vice President

Mayor

Title

Title

4/3/2018

4/10/2018

Date of Signature

Date of Signature

SCOPE OF WORK AND SCHEDULE

TASK 1 – PROJECT KICK-OFF/SITE VISIT AND RECONNAISSANCE

Data Collection

The initial project task will commence with a meeting with the appropriate City personnel to identify and obtain additional available information and data (e.g. historical plans, drawings, survey information, and other technical information), and tour/observe the Transfer Station site during peak time (e.g. Saturday or Monday). Photographic and video documentation of pertinent structural and site features will also be collected for use during the project completion and inclusion in the final report. The goal of this task is to fully understand the technical, physical, and operational characteristics and limitations of the site as they relate to the transfer station operations and any proposed facility modifications and/or expansions.

Conceptual Program Planning

Task 1 will also provide an opportunity to review and discuss in greater detail potential program and facility requirements. Information such as the anticipated number of customers and vehicles, types and quantities of wastes that will be collected (i.e. C&D, MSW, Yard Wastes, other), the level of on-site waste processing (i.e. appliance demanufacturing), and material storage and transport approaches will have an impact on project requirements and recommendations.

A summary of the findings of this task including appropriate figures and photos will be included in a preliminary findings and observation memorandum. Should fatal flaws be identified, the City will be notified as soon as possible.

SCS proposes to complete the Task 1 site visit and reconnaissance within **25 days** of written notice to proceed. Our summary memorandum will be issued to the City within **10 days** of the site visit.

TASK 2 – UTILITIES EVALUATION

A review of utilities available to the proposed site will be completed to identify the absence of required components or the need for additional capacity. SCS has received drawings showing existing utilities; however, should additional available record drawings of on-site utilities be available we will obtain at this time. A cursory review of utilities adjacent to the site will also be performed to identify existing infrastructure should it be required for future planning and design efforts.

A preliminary cost analysis will be completed for extending or upgrading existing utilities and/or installing new utilities that will be required to service the proposed facility improvements. Costs will be broken down by type of utility and whether the utility is required or optional based on the assumed facility design. The potential for alternatives will be identified when they are available and deemed appropriate (e.g., propane vs. natural gas). Costs will be estimated based on conceptual design and should be considered as preliminary estimates.

A summary of the findings of this task including appropriate figures and tables will be included with the Summary Report and Recommendations developed in Task 5. Similar to Task 1, should fatal flaws be identified, the City will be notified as soon as possible.

SCS proposes to complete the Task 2 evaluation within **30 days** of receiving the City's Task 1 memorandum review comments and project input for preliminary concepts.

TASK 3 – STRUCTURAL ANALYSIS

Review of existing structural record documents, if available, and visual inspection of existing structures will be completed with particular attention paid to load bearing structural members, and foundation and slab components. An attempt will be made to contact the original building manufacturer to see if construction plans are available.

Upon completion of data gathering and review, preliminary evaluation of attaching additional building components to the existing structural system will be completed. In addition to consideration of simply "attaching" to an existing building structure, consideration will be given to modifying or supplementing existing structural or foundational members to expand the existing onsite buildings or transfer station building structure to accommodate future concepts. In all cases, the ability to expand the facility in the future will be considered such that structural design of the transfer station building and operations will not limit potential future expansion opportunities.

A summary of the findings of this task including appropriate figures and tables will be included with the Summary Report and Recommendations developed in Task 5. Similar to Task 1 and 2, should fatal flaws be identified, the City will be notified as soon as possible.

SCS proposes to complete the Task 3 evaluation, if necessary, within **30 days** of receiving the City's Task 1 memorandum review comments and project input for preliminary concepts.

TASK 4 – SITE CONDITION ANALYSIS

Various components and characteristics of the site will be evaluated to verify the site is appropriate for the proposed facility improvements and identify challenging conditions or fatal flaws. Data and information compiled during Task 1 of the project will be used as a basis for analysis and supplemented with additional information as needed. The evaluation and analysis of the site will be approached with consideration of three primary components.

- Physical site characteristics, constraints and conditions
- Spatial and traffic requirements
- Site and operational integration

Physical Site Characteristics, Constraints, and Conditions

SCS will identify and evaluate physical site characteristics and conditions as they relate to the design and subsequent operation of the transfer station and ancillary activities. At a minimum, the information and data gathered from previous tasks will be reviewed and evaluated with the following facility components in mind, with particular attention paid to the area near the existing transfer station and maintenance buildings.

- Subsurface soil characteristics and conditions, if geotechnical report is available
- Depth to bedrock or competent structural material, if geotechnical report is available

- Areas of soft or unstable subsurface materials, and waste limits / characteristics, if geotechnical report is available
- Groundwater table elevation
- Utility locations (buried and aboveground)
- Topographic grades and features
- Surface water flow patterns and management structures (e.g., inlets, culverts, ditches, ponds, etc.)
- Roadways, easements, and parking areas
- Building and other structures

Spatial and Traffic Requirements

The ability of the site to have adequate space for required structural components (buildings and roadways) as well as the anticipated traffic flow is a critical component of this analysis. Information obtained from the City's input and review of past volumes will help drive the preliminary facility sizing process as well as the anticipated traffic flow. This information will also help define the spatial requirements for specific waste processing and storage. The building size can be estimated once the described information is identified.

Similar to the building size, traffic planning and design will be predicated on the types and amounts of waste accepted and the future projections. The following traffic components will be reviewed and determinations and preliminary recommendations made.

- **Customer traffic** – Traffic peaks and frequencies will be estimated based on anticipated program framework and anticipated volumes. Existing roadway segments approaching the proposed facility will be reviewed for capacity to handle peak loads. Space requirements will be reviewed for potential new roadways, if needed, to store traffic queues and maintain flow.
- **Truck traffic** – Spatial needs and topographic (grade) requirements will be reviewed to assure appropriate space is available to handle truck traffic delivering waste materials to the facility as well as those receiving processed waste materials from the facility. Space needs will include consideration for tractor/trailer turning radii as well as temporary and potentially permanent staging areas.
- **Parking** – Space for customer and employee parking will be reviewed.

Site and Operational Integration

The existing facility currently is home to several activities that will need to continue to function during and after transfer station improvements. It is imperative that the new facility be integrated with the design and operations of the existing infrastructure and operations. The following will be completed to evaluate ways to minimize conflicts and maximize efficiencies and cost effective design and operations.

- Consider spatial needs of all operations on the site
- Review traffic flow patterns, frequencies, and peaks for all operations
- Evaluate interaction of transfer station, customer convenience recycling drop-off areas, and yard waste operations and the potential use of multiple facilities during the same customer visit

A summary of the findings of this task including appropriate figures and tables will be included in a site condition analysis memorandum. The Task 4 memorandum will be completed and submitted to the City within **55 days** of receiving the City's Task 1 memorandum review comments and project input for preliminary concepts.

TASK 5 – PREPARATION OF SUMMARY REPORT AND RECOMMENDATIONS

Following the City's review and comment on the previously detailed interim deliverables (memorandums), SCS will summarize the information, data, findings and developed recommendations in a draft report for submittal to the City for review. It is anticipated that comments will be submitted back to SCS for final report preparation of the facility design concepts.

Throughout the execution of the tasks described above, specific consideration will be given to the end goals of the City to provide a facility that is a community asset that exhibits the following characteristics:

- Technically and environmentally sound
- Compliant with applicable codes and regulations
- Efficient and cost effective design and operations
- Adaptable to potential program modification and/or expansion

The Task 5 Report will be completed and submitted to the City approximately **136 days** following receipt of written notice to proceed. The final deliverable for Task 5 will include up to three facility design concepts, preliminary cost range for each concept, and favorable and unfavorable considerations for each concept. SCS has included an onsite meeting with City staff to review the summary report and recommendations. SCS Client Manager will be onsite and will utilize teleconference for SCS national expert participation.

TASK 6 – FINAL CONCEPT AND PRO FORMA MODEL

Following concurrence from the City on facility improvement concepts detailed in Task 5, SCS will more fully develop the selected concept, develop concept level drawings (site plan, cross section of select buildings, and traffic plan drawings), prepare engineer estimates for capital planning, and will develop a financial rate model to assure adequate financing is available for implementation. The financial rate model will be performed for the landfill, transfer station and yard waste. SCS proposes to meet with City staff following the pro forma model development to perform "live" scenario modeling of the preferred design concepts. SCS Client Manager will be onsite and will utilize teleconference for SCS national expert participation.

A summary report will be issued, following the scenario modeling, which details the capital costs for the preferred concepts and provides funding requirements for project implementation through construction and the first 5 years of operation. SCS will provide detailed schedules of all of the input and output information in the model. Recognizing that the input values may change over time and that the SCS pro forma model is proprietary, SCS will provide two updates to the initial pro forma modelling effort using City provided, updated input parameters. SCS estimates each update will require up to four hours of professional time and will be completed at the City's request within a five-year period from the date of contract issuance.

SCS will complete the Task 6 scope of services within **75 days** of receiving City comments of the Task 5 Report.

Our total estimated project duration is approximately **211 days**. SCS, as part of contract award and negotiations, will develop a Microsoft Project Gantt Chart schedule with the City to ensure the interim deliverables, City reviews, and overall project schedule are met. Assuming notice to proceed on April 11, 2018, as set forth in the RFQ, the project will be completed by mid to late November.

TASK 7 – CITY COUNCIL PRESENTATION (OPTIONAL)

SCS will prepare and present a formal presentation of the final concept and pro forma model to the City Council. SCS will present to the Solid Waste Superintendent and selected City employees prior to formal City Council presentation. SCS Client Project Manager will be present at the City Council meeting. SCS Technical Project Manager can be available via teleconference as needed. SCS has included up to 32 hours of time (24 hours for Client Project Manager and 8 hours for Technical Project Manager) for this task. The fee for this phase is heavily dependent on the level of detail required such as the need for working group sessions with City Council subcommittees or educational sessions.

PROPOSED FEE

Transfer Station Operations and Facility Improvement Study – Cost Proposal				
Task	Hours	Costs		
	SCS	Labor	Expense	Total
Task 1 – Project Kick-off, Site Visit and Reconnaissance	20	3020	565	3585
Task 2 – Utilities Evaluation	21	2680	30	2710
Task 3 – Structural Analysis	21	2680	30	2710
Task 4 – Site Conditions Analysis	50	7030	75	7105
Task 5 - Summary Report and Recommendations	86	11660	450	12110
Task 6 – Final Concepts and Pro Forma Model	158	25750	640	26390
Task 7 – City Council Presentation (Optional)	32	4920	600	5520
Totals Without Optional Task:	356	52820	1790	54610
Totals With Optional Task:	388	\$57,740	\$2,390	\$60,130

2018 STANDARD FEE SCHEDULE

Labor Category	Rate
Senior Project Advisor	\$220
Senior Project Director	\$195
Project Director	\$180
Project Advisor	\$165
Senior Project Manager	\$155
Project Manager	\$140
Senior Project Professional	\$125
Project Professional	\$110
Staff Professional	\$100
Associate Professional	\$90
Designer	\$80
CADD/Graphics	\$65
Senior Technician	\$75
Technician	\$60
Project Administrator	\$80
Administrative Assistant	\$60

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

General Terms:

1. Rates for Principals, expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through December 31, 2018. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 15 percent administration fee.
4. A communication fee of 1 percent of project labor will be charged for telephone, copying, postage, IT, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.



Printing Services

24-inch by 36-inch plots	\$25.00 each
36-inch by 48-inch plots	\$25.00 each
Additional Report Copies (varies depending on report)	\$25.00 - \$50.00 per report

Support Vehicles

Support Vehicle	\$0.70 per mile
SCS Support Truck	\$40.00 per day plus \$0.70 per mile
SCS Support Truck with Trailer	\$60.00 per day plus \$0.85 per mile
SCS Utility Truck	\$60.00 per day plus \$0.70 per mile
Rental Vehicle.....	Cost plus 15%

Per Diem and Travel

Hotel, Airfare	Cost plus 15%
Full-Day Meal Allowance.....	\$46.00 per day
Half-Day Meal Allowance.....	\$23.00 per day

Field Equipment and Supplies

Track-mounted Geoprobe®	\$750.00 per day
All Terrain Vehicle (ATV/UTV).....	\$75.00 per day
Field Sampling Trailer	\$350.00 per day
GPS Surveying System.....	\$225.00 per day
Total Station Survey Equipment.....	\$120.00 per day
Misc. Survey Tools/Equipment	\$10.00 per day
Nuclear Density Gauge	\$100.00 per day
Photoionization Detector (PID)	\$100.00 per day
Water Level Indicator (≤300 foot).....	\$30.00 per day
Oil/Water Interface Probe	\$60.00 per day
pH/Temperature/Conductivity Meter (for water)	\$20.00 per day
Peristaltic Pump	\$40.00 per day
Hand Augers (10-foot).....	\$15.00 per day
Measuring Tape/Wheel.....	\$5.00 per day
Hand-held GPS Unit	\$25.00 per day
Generator.....	\$75.00 per day
Air Compressor (5 gallon)	\$25.00 per day
Electro fusion Machine	\$120.00 per day
Flow-Thru Multi-Parameter Meter	\$150.00 per day
Turbidimeter	\$35 per day
Composite Sampler.....	\$75 per day
QED Pump Controller.....	\$100 per day
GEM 2000.....	\$150 per day
Flow Probe (15-foot).....	\$15 per day
Digital Camera	\$10 per day
Expendable Equipment, Supplies & Rentals	Cost + 15%

Note: The rates shown above are effective through December 31, 2018 and are subject to revision thereafter.