

**CITY OF PAPILLION
MAYOR AND CITY COUNCIL REPORT
MAY 2, 2023 AGENDA**

Subject:	Type:	Submitted By:
Approve a Professional Services Agreement between the City of Papillion and JEO Consulting Group, Inc., for the development of the North Water Tower Painting Project specifications and project documents	Resolution <i>R23-0070</i>	Alex Evans, P.E. City Engineer / Deputy Public Works Director of Engineering

SYNOPSIS:

This resolution, if approved, will adopt a Professional Services Agreement between the City of Papillion and JEO Consulting Group, Inc. for the development of specifications and project documents for the North Water Tower Painting Project.

FISCAL IMPACT:

The fee associated with the scope of services for this project as written is not to exceed \$20,570.00. Water Budget line item 20-0160-7966 Rate Funded Capital has \$668,405.00 remaining for the 2022/2023 Budget.

RECOMMENDATION:

Approval.

BACKGROUND:

The north water tower was inspected and requires interior and exterior painting to maintain and protect the structure. JEO will provide support in developing front end and technical specifications, permitting, and other necessary documents for the painting project.

ATTACHMENTS:

- | | |
|--|----------|
| 1. Resolution No. R23-0070 | 1 Page |
| 2. Agreement Between Owner and Engineer w/Exhibits | 12 Pages |

RESOLUTION NO. R23-0070

BE IT RESOLVED by the Mayor and City Council of the City of Papillion that the Agreement between the City of Papillion and JEO Consulting Group, Inc. for engineering services for the North Water Tower Painting Project is hereby approved contingent upon full execution by all the named parties.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

CITY OF PAPIILLION

David P. Black, Mayor

ATTEST:

Nicole Brown
City Clerk

(SEAL)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is hereby made and entered into this _____ day of _____, _____, by and between the City of Papillion, a municipal corporation located in Sarpy County, Nebraska (hereinafter referred to as the "City"), and JEO Consulting Group, Inc. (hereinafter referred to as the "Provider"), on the terms, conditions and provisions as set forth herein below.

I. PROJECT NAME AND DESCRIPTION

2023 Papillion North Water Tower Repairs and Recoating. JEO Project No. 230069.00.

II. DUTIES OF PROVIDER

- A. Provider agrees to perform professional services, as set out and more fully described in the Scope of Services attached hereto as Exhibit "A". Such services shall be completed within a 150 day period after receipt of a purchase order from the City.
- B. Provider designates Zach Schulz, PE whose business address and phone number is 11213 Davenport Street, Suite 200, Omaha, NE 68154 [402.392.9926] as its project manager and contact person for this project.
- C. Provider agrees to maintain records and accounts, including personnel, financial and property records, sufficient to identify and account for all costs pertaining to the project and certain other records as may be required by the City to assure a proper accounting for all project funds. These records shall be made available to the City for audit purposes and shall be retained for a period of five (5) years after the expiration of this Agreement.
- D. Provider agrees to prepare a schedule of compensation, detailing hourly rates for all compensated providers, employees, and subcontractors. These shall be the rates used for all billings to the City, unless otherwise agreed to in writing by the City.
- E. Provider agrees to complete, within 150 calendar days of receipt of a purchase order from the City, the necessary services as outlined in the Scope of Services attached hereto.

III. DUTIES OF CITY

City designates Alex Evans, PE whose business address and phone number are 9909 Portal Road, Papillion, NE 68046 [402.597.2044] as its contact person for this project, who shall provide a notice to proceed and such other written authorizations as are necessary to commence or proceed with the project and various aspects of it.

IV. COMPENSATION AND PAYMENT

- A. The cost of services as specified in the Scope of Service, shall be performed on an hourly basis, but in no event shall it exceed \$20,570.00. Detailed breakdown of costs shall be shown in Exhibit "B".
- B. Payment to Provider shall be made within 60 days following the City's acceptance of a pay application, unless otherwise provided on Exhibit "B."

- C. Reimbursable expenses as shown on Exhibit "B" shall be billed to the City by the Provider and paid in the same manner outlined in Paragraph B, above. Expenses not shown on Exhibit "B" shall not be paid by the City, unless otherwise agreed to in writing by the City.

V. OWNERSHIP OF INSTRUMENTS OF SERVICE

The City acknowledges the Provider's documents, including electronic files, as instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Provider, the final documents prepared under this Agreement shall become the property of the City. The City shall not reuse on another Project or make any modifications to the documents without prior written authorization of the Provider. The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Provider, its officers, directors, employees and subconsultants (collectively, Provider) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or in any way connected with the unauthorized reuse or modification of the documents by the City, regardless of whether such reuse or modification is for use on this Project or another project.

VI. ADDITIONAL SERVICES

- A. In the event additional services for the aforementioned Project not covered under this Agreement are required, the Provider and the City shall negotiate a mutually agreed upon cost for such additional services. The scope of additional services and any additional costs to be incurred shall be in writing and signed by both parties.
- B. The City shall not be responsible for payment of any fees or costs in excess of the maximum cost of services as specified in Exhibit "B" and Paragraph (IV)(B) above, unless otherwise agreed to in writing signed by both parties.

VII. INSURANCE REQUIREMENTS

The Provider shall carry professional liability insurance in the minimum amount of one million dollars (\$1,000,000.00) and shall carry workers' compensation insurance in accordance with the statutory requirements of the State of Nebraska.

VIII. INDEMNIFICATION

The Provider agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Provider's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Provider is legally liable; provided, that with respect solely to the said duty to defend, such duty of the Provider to defend shall arise only if, and to the extent, such duty is covered by Provider's liability insurance. The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Provider, its officers, directors, employees and subconsultants (collectively, Provider) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs in connection with the Project, to the extent caused by the City's negligent acts or the negligent acts of anyone for whom the City is legally liable. Neither the City nor the Provider shall be obligated to indemnify the other party in any matter whatsoever for the other party's own negligence.

IX. TERMINATION OF AGREEMENT

This Agreement may be terminated by the City upon written notice to the Provider of such termination and specifying the effective date at least seven (7) days prior to the effective date of such termination. In the event of termination, the Provider shall be entitled to just and equitable payment for services rendered to the date of termination, and all finished or unfinished documents, data surveys, studies, drawings, maps, models, reports or photographs shall become, at the City's option, its property.

X. GENERAL CONDITIONS

- A. Non-discrimination. Provider shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, age, or disability as recognized under 42 USCS 12101 et seq..
- B. Captions. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.
- C. Applicable Laws. Parties to this Agreement shall conform with all existing and applicable City ordinances, resolutions, state laws, federal laws, and existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.
- D. Interest of the Provider. The Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement; it further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- E. Merger. This Agreement shall not be merged into any other oral or written agreement, lease, or deed of any type. This is the complete and full Agreement of the parties.
- F. Modification. This Agreement contains the entire Agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.
- G. Assignment. The Provider may not assign its rights under this Agreement without the express prior written consent of the City.
- H. Strict Compliance. All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representative.
- I. E-Verify Provisions. - **NEW EMPLOYEE WORK ELIGIBILITY STATUS** - The Provider is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing service within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent

federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Provider is an individual or sole proprietorship, the following applies: 1. The Provider must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us 2. If the Provider indicates on such attestation form that he or she is a qualified alien, the Provider agrees to provide the US Citizenship and Immigration Services documentation required to verify the Provider's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. 3. The Provider understands and agrees that lawful presence in the United States is required and the Provider may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

- J. Certificate of Authorization. If this Agreement contemplates the performance of professional architecture or engineering work by the Provider, the Provider shall provide to the City, and maintain in good standing, a current Certificate of Authorization from the State of Nebraska as required by Neb. Rev. Stat. section 81-3436.
- K. Debarment or suspension by any federal agency. (This section applies if any part of this Agreement is funded by a federal agency.) Office of Management and Budget (OMB) guidelines require that any individual or entity that has been placed on the Excluded Parties List System ("EPLS" - available for review through www.sam.gov) may not be a participant in a federal agency transaction that is a covered transaction or act as a principal of a person participating in one of those covered transactions. These guidelines apply to covered transactions under a grant from any federal agency for which a recipient expects to receive reimbursement for expenditures incurred or an advance on future expenditures.

The Provider providing goods and/or services to the City certifies, by acceptance and execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Provider further agrees, by accepting and executing this Agreement, that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Provider or any lower tier participant is unable to certify this statement, it shall attach an explanation to this Agreement.

- L. Conflict. In the event of any conflict between this Agreement and any of the exhibits attached hereto, the terms of this Agreement shall take precedence.

EXECUTED this 29 day of March, 2023.

JEO Consulting Group, Inc.

Provider

By 

Zach Schulz, PE; Senior Project Manager
(Title)

EXECUTED this _____ day of _____, _____.

ATTEST

CITY OF PAPILLION, A Municipal Corporation

City Clerk

By _____
Mayor

Revised: 12/2022

EXHIBIT "A"

SCOPE OF SERVICES

JEO Consulting Group, Inc.
SCOPE OF SERVICES

PROJECT DESCRIPTION:

The project includes the rehabilitation of the existing 500,000-gallon elevated water storage tank located north of Highway 370 between 84th Street and 90th Street. The proposed rehabilitation consists of cleaning and recoating of the tank interior and exterior along with repairs identified during a recent inspection by Maguire Iron, Inc, as outlined below.

- Secure rolling roof ladder
- Install new exterior safety climb system meeting ANSI and OSHA standards
- Remove existing vent and install new 24" fail safe vent with 24" fan flange
- Remove cathodic protection and seal weld 13 plates on storage tank roof
- Install solar aviation light
- Install safety 4-foot riser grate on the interior of the storage tank.
- Raise the existing handrail to 42" to meet OSHA standards

The work to be performed by the Engineer shall generally include the development of front-end contract documents, technical specifications and plans detailing the necessary work, services, materials, equipment and supplies necessary to complete the design of the project, and to provide bidding assistance.

The improvements will be constructed by a Contractor under a separate construction contract with the City, which will be awarded through a formal or informal bidding process. It is anticipated that there will be one Contractor working to complete the project.

BASIC SCOPE OF SERVICES

PROJECT MANAGEMENT:

- A. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
 1. Coordinate design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications as well as ensure a timely project design.
 2. Provide timely and coordinated communication to and from the City for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 3. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met. Review billed hours by design team and prepare invoice statements for the City.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

DESIGN PHASE:

60% Design Process:

- A. Attend and facilitate project kickoff meeting with City to review the project scope, schedule, and project requirements. **[1 Meeting]**
- B. Coordinate with City to obtain the following documents, if available:
 - 1. Original storage tank construction drawings
 - 2. Previous storage tank inspection reports
 - 3. Shop drawings from most recent storage tank recoating project
- C. Assist City with coordination with coating manufacturers and/or storage tank contractors to complete lead sampling and testing. City to pay for all sampling and testing.
- D. Coordinate with coating manufacturers and storage tank contractors to evaluate coating systems as it relates to surface prep, application procedures, and requirements.
- E. Prepare summary of evaluation and provide recommendations for the proposed coating system to be used. Submit to City for review and input.
- F. Coordinate with manufacturer representatives to obtain the necessary installation details and specifications for maintenance items outlined in the project description.
- G. Utilize available GIS data to prepare a site plan that identifies physical constraints of the storage tank site including adjacent structures, existing utilities, property/ROW boundaries, etc.
- H. Create a detail of the existing elevated storage tank structure and include location of repairs to be made to the storage tank.
- I. Utilize Federal Aviation Administration [FAA] Notice Criteria Tool to confirm that modifications to existing handrails do not require FAA permitting and/or approval.
- J. Coordinate with the City regarding the proposed logo and size/orientation on the tank. The City shall provide a digital image of the proposed logo.
- K. Develop 60% specifications and plan sheets that include existing site plan and repair detail sheet(s).
- L. Conduct an internal 60% QA/QC of the design documents and provide design documents to the City for review and comment.
- M. Revise design documents following receipt of 60% review comments from internal QA/QC and comments from City's representatives.

90% Design Process:

- A. Develop 90% specifications and plan sheets that include existing site plan and repair detail sheet(s).
- B. Conduct an internal 90% QA/QC of the design documents and provide design documents to the City for review and comment.
- C. Revise design documents following receipt of 90% review comments from internal QA/QC and comments from City's representatives.

Design Finalization Process:

- A. Develop final design documents and sign and seal by engineer registered in the State of Nebraska.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

- B. Prepare NDEE construction permit application and coordinate with City for submittal to NDEE. City to pay review fees.
- C. Review comments from NDEE, if any, and prepare and issue any addenda required to address these comments.

BIDDING AND NEGOTIATION PHASE:

- A. Provide assistance to the City with authorizing advertisement for bids and setting the bid date, location, and time. It is assumed that there will be one bid opening for the project.
- B. Provide assistance to the City with providing the Invitation to Bid to official media outlet for publication.
- C. Furnish copies of the plans, specifications, and contract documents to prospective bidders, materials suppliers, and other interested parties upon their request.
- D. Review inquiries from prospective bidders and prepare and issue any addenda required to address these inquiries.
- E.

MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:

- A. Project Kickoff Meeting [**1 Meeting**]

ADDITIONAL SERVICES [NOT INCLUDED, BUT CAN BE INCLUDED VIA AMENDMENT UPON REQUEST]:

- A. Inventory of existing communication equipment currently located on the storage tank and any contract(s) with respective utilities for installation of equipment.
- B. Contact with utilities with infrastructure on the storage tank to determine purpose of existing infrastructure, ability to be relocated and any future changes they have planned.
- C. Design, modeling, or analysis associated with pressure boosting while storage tank is out of service.
- D. Environmental assessment report and/or environmental permitting.
- E. Federal Aviation Administration [FAA] permitting.
- F. Geotechnical investigation, report, and/or testing services.
- G. Services of specialty contractor/consultant to conduct storage tank inspection/testing.
- H. Construction materials testing and verification.
- I. Temporary easement document preparation and/or negotiation.
- J. SWPPP permitting, inspections, and/or reporting.
- K. Design of tank mixing system.
- L. Design of tank lighting system beyond solar aviation light.
- M. Attendance at the bid opening.
- N. Preparation and/or execution of construction contracts.
- O. Construction administration phase services.
- P. Construction observation [RPR] phase services.
- Q. Post-construction phase services.
- R. Meetings not outlined in the scope of services.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

ESTIMATED TIME FRAME:

- A. Design Phase: 90 days from effective date of agreement*
- B. Bidding Phase: 60 days from Owner authorization to bid the project.
- C. Construction Administration and RPR: Concurrent with construction

*Schedule may be extended based on results of lead sampling and testing

EXHIBIT "B"

BREAKDOWN OF COSTS

2023 Papillion North Water Tower Repairs and Recoating
 JEO Project No. 230069.00
 Exhibit B

Task	Task Description	WATER				QA/QC	ELEC	STRUCT	TASK SUB TOTAL	
		SCHULZ PM \$245	TBD PE \$175	TBD EI \$125	TBD CAD \$145	ROSENAU PC \$115	JOY PM \$255	TREDE PE \$195		MURPHY PE \$230
Design Phase		14	20	22	20	6	4	4	8	\$ 16,910.00
	Project Kickoff Meeting	2	2							\$ 840.00
	Data Collection and Review		2	2						\$ 600.00
	Coating Recommendations	2	4							\$ 1,190.00
	60% Plans and Specifications	2	4	8	8	2			4	\$ 4,500.00
	60% Internal QA/QC					2				\$ 510.00
	90% Plans and Specifications	2	4	8	8		2		2	\$ 4,200.00
	90% Internal QA/QC					2				\$ 510.00
	Final Design Documents		2	4	4	4	2		2	\$ 2,740.00
	NDEE Construction Permit		2							\$ 350.00
	Project Management	6								\$ 1,470.00
Bidding Phase		5	7	0	2	8	0	0	0	\$ 3,660.00
	Notice to Planhouse, Bidders, Etc.					2				\$ 230.00
	Provide Plans and Specs to Bidders					2				\$ 230.00
	Respond to Inquiries		4							\$ 700.00
	Addendums		2		2	2				\$ 870.00
	Bid Tabulation and Recommendation of Award	1	1			2				\$ 650.00
	Project Management	4								\$ 980.00
Total Hours and Fee		23	51	66	26	14	4	6	10	\$ 20,570.00