



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Signature Copy

**Resolution: R-EN-205-2021**

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**File Number: RES-21:214**

**Enactment Number: R-EN-205-2021**

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH SCS ENGINEERS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE MANAGEMENT ASSESSMENT AND PLANNING

WHEREAS, the City of Jonesboro has desires to enter into an agreement to provide engineering services to conduct a needs assessment and evaluation of the Solid Waste Collection System for a cost not to exceed \$93,500; and

WHEREAS, this assessment will include solid waste, yard waste, and recyclables collection and management for operational efficiency, cost of service, sustainability of funding, and end of life management (disposal, processing, incineration, etc.); and

WHEREAS, pursuant to BID 2021-98, the Selection Committee has determined that SCS Engineers is qualified for the project; and

WHEREAS, SCS Engineers have agreed to provide engineering services for the Solid Waste Management Assessment and Planning project as described in the attached agreements; and

WHEREAS, the 2021 Sanitation Department Budget for Professional Services will need to be increased by \$60,000 to cover anticipated cost through the end of the year and compensation shall be paid in accordance with the contract documents; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: That the City of Jonesboro shall accept the proposal and enter into an agreement with SCS Engineering.

Section 2. The sum of \$60,000 shall be added to the Sanitation Department Budget for Professional Services to cover anticipated cost through year-end, said sum coming from the unappropriated funds in the General Fund.

Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate these agreements.

PASSED AND APPROVED THIS 19TH DAY OF OCTOBER 2021.



## ATTACHMENT A

### WORK ORDER PURSUANT TO MASTER SERVICES AGREEMENT BETWEEN SCS AND CITY OF JONESBORO FOR PROFESSIONAL SERVICES

#### WORK ORDER NUMBER 2021-001

**1. SCOPE OF SERVICES TO BE PERFORMED:** SCS will provide solid waste planning services to the City of Jonesboro. Specifically, SCS will provide evaluation and assessment services for the City's sanitation services as follows:

##### STAGE ONE:

##### A. SANITATION NEEDS ANALYSIS

SCS will prepare and submit to the City and other project stakeholders (i.e. outside accounting team) a request for information (RFI). We will request data for the past five years and anticipate the data request to include, but not be limited to, the following:

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**Tonnage Information** – solid waste (garbage), yard waste, recyclables

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**Disposal / Processing Information** – landfill gate receipts, recyclable processing costs, commodity sales, etc.

**Personnel Information** – headcount, position descriptions, hourly pay and salaries, overhead, fringe, and benefits, overtime pay, labor agreements, etc.

**Sanitation Department Financials** – statement of accounts, equipment amortization and depreciation, buildings and infrastructure, etc.

SCS will also review current contracts with third parties (i.e. landfill, recyclables processor, others) and any other relevant information or correspondence provided by the City and germane to the study.

Then, SCS will meet with the City to review the background information data set. SCS will also perform site visits to the City's operations (i.e. fleet barn, maintenance shop, incineration facility, etc.), to the landfill operation, to the recycling operation, and any other related facilities or operations (i.e. yard waste facility). In support of this task, SCS will meet with Sanitation Department staff, discuss route concerns and safety, and observe select routes and document time and motion for various collections (i.e. garbage, yard waste, recyclables, bulky items, etc.).

##### 1. Cost of Service

Based on the information gathered and the site visit, SCS will review and compile

updated budgeted revenues, expenses, debt service, capital and transfers, including projected capital expenditures, vehicle/equipment replacements, facility/infrastructure improvements and maintenance, and other special projects. We will establish a baseline cost of service for the currently provided City services and we will meet with City staff in a collaborative work session to review the preliminary results. Following, we will make necessary adjustments based on input from staff and we will prepare a final report on the current operational costs of service as well as long term costs for the current service levels.

## 2. Needs Analysis and Current State of Sanitation Department

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## B. CONCEPTUAL SERVICES

SCS, following buy-in on the alternatives/scenarios and receipt of the RFI data, will perform pro forma modeling of the alternatives. For planning purposes, we have assumed that three to five alternatives will be analyzed and may include:

1. Current system.
2. Current system but with limitations on volume.
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Pro forma modeling will utilize historical cost data obtained as well as appropriate inflationary, population, and generation rate escalation factors.

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## 2. Draft Solid Waste Study and Report of Recommendations

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If requested, SCS will provide collection system optimization and route optimization support to the City to ensure that the agreed upon sanitation services provided, from Stage One and Two, are completed in an efficient and operationally balanced manner. SCS will complete safety and productivity assessments (i.e. driver ride-alongs, driver surveys, time motion studies, etc.), will design custom map templates, perform service level modeling with flexibility to accommodate for future growth, and develop final customized routes for services provided (i.e. trash, yard waste, recycling, other).

**2. WORK ORDER SCHEDULE:** SCS will complete the Stage One services within 120 days of written authorization to proceed.

**3. COMPENSATION:** Any work added to the Scope of Services to be Performed shall be compensated at SCS' standard fee schedule in effect at the time of performance, unless otherwise agreed, subject to the terms and conditions of the Master Services Agreement between the parties.

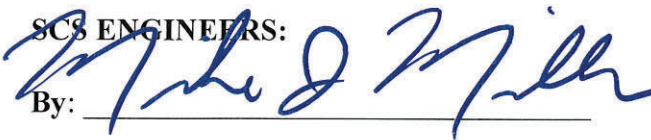
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Stage Two - Stage Two services, if requested, will be authorized by subsequent change order. SCS will be compensated for time and expenses in accordance with SCS' standard rates in effect at the time of performance. Total compensation will not exceed the agreed upon amount without the authorization of Client.

Stage Three - Stage Three services, if requested, will be authorized by subsequent change order. SCS will be compensated for time and expenses in accordance with SCS' standard rates in effect at the time of performance. Total compensation will not exceed the agreed upon amount without the authorization of Client.

**4. AGREEMENT BY THE PARTIES:** The parties have caused this Work Order to be executed by their duly authorized representatives.

SCS ENGINEERS:

By: 

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MASTER SERVICES AGREEMENT  
BETWEEN SCS ENGINEERS AND CLIENT  
FOR PROFESSIONAL SERVICES**

**THIS MASTER SERVICES AGREEMENT** (hereafter "Agreement") is made by and between City of Jonesboro (hereafter "Client"), and SCS Engineers (hereafter "SCS").

**WHEREAS**, the Client intends to engage SCS from time to time to perform professional services as specified in Work Orders issued under and attached hereto, the parties hereby agree as follows:

**ARTICLE 1 – SCOPE OF SERVICES.** SCS shall provide professional services (hereafter "Services") for a project (hereafter "Project") as set forth in a Work Order in accordance with the terms and conditions of this Agreement. Client may request SCS to submit a proposed Work Order. Client shall indicate its approval of Work Orders by signing and returning one copy to SCS. See Attachment A for the Work Order form. Unless expressly stated therein, the scope of work does not include testimony or responding to subpoenas. In the event SCS receives a subpoena or other legal order for the production of project records or testimony, the client agrees to pay for all time and expenses of SCS related thereto.

**ARTICLE 2 – RESPONSIBILITIES OF THE CLIENT.** Client will:

- 2.1 Provide all criteria and full information as to requirements for each Work Order.
- 2.2 Furnish SCS with data, reports, surveys, and other materials and information required for SCS to perform each Work Order except such of the foregoing as are included in the Services to be provided by SCS.
- 2.3 Acquire all land and rights-of-way as required for the Project.
- 2.4 Provide access to each Project site and make all provisions for SCS to enter upon public and private lands as required for SCS to perform its Services under this Agreement.
- 2.5 Examine all studies, reports, sketches, construction costs, specifications, drawings, proposals and other documents presented by SCS to Client, and promptly render in writing Client's decisions pertaining thereto within a week, or, if a longer time is needed, within a period mutually agreed upon.
- 2.6 Give prompt written notice to SCS whenever Client observes or otherwise becomes aware of any defect in the Services rendered by SCS.
- 2.7 Furnish to SCS, prior to agreement on the Scope of Services for a Work Order, a copy of any design, construction or other standards Client requires SCS to follow in performing Services under this Agreement.
- 2.8 Provide to SCS all budget requirements, if any, applicable to the Services and the Project.

**ARTICLE 3 – CHANGES IN THE SERVICES.**

- 3.1 Changes may be made to the Services in a Work Order. Client may order additional Services upon the agreement of SCS. Client may delete previously ordered Services.
- 3.2 The provisions of this Agreement, with an equitable adjustment in the SCS compensation and schedule, shall apply to all changes in the Services.
- 3.3 All changes to the Scope of Services in a Work Order shall be made pursuant to a subsequently issued Work Order.

3.4 In the event Client directs SCS to perform changed Services without executing a Work Order, SCS shall be compensated for the changed Services in accordance with SCS' then current standard rates as set out in Attachment B, unless otherwise agreed in writing by the parties.

**ARTICLE 4 – SCHEDULE.**

4.1 The Parties will mutually agree in each Work Order upon a schedule for performance of the Services.

4.2 SCS will begin performance of the Services upon Client's performance of all such Client responsibilities, as set out in Article 2, which are reasonably required in order for SCS to begin and to perform the Services in accordance with the schedule as set forth in each Work Order.

**ARTICLE 5 – COMPENSATION.**

5.1 For the Services as set forth in each Work Order, SCS shall be compensated in accordance with the terms set forth in such Work Order.

**ARTICLE 6 – PAYMENT.** Payment for Services rendered by SCS shall be in accordance with the following:

6.1 Invoices will be submitted by SCS every month and will indicate:

- (a) for time and expenses compensation, the time and expenses incurred during the period.
- (b) for lump-sum compensation, the percentage of work completed during the period.
- (c) for other compensation: \_\_\_\_\_.

6.2 Client will pay the sum of \$0.00 upon execution of this Agreement as a professional retainer. This sum shall be applied as a credit to Client on SCS' final monthly invoice for Services under this Agreement.

6.3 Payments for invoices issued by SCS are due and payable upon receipt.

6.4 Payments due SCS under this Agreement shall be subject to a service charge of one and one-half (1-1/2) percent per month for invoices not paid within thirty (30) days after the date of receipt of invoice.

6.5 If Client does not make timely payments, SCS may suspend performance of the Services on the basis of non-performance on the part of Client. When all amounts due are paid, and adequate assurances of payment are given for all Services which have been rendered but not yet invoiced, as well as all future Services, SCS will continue performance of the Services.

6.6 Client agrees to pay all costs and expenses of SCS, including reasonable attorney fees, arising out of or in connection with collecting amounts for which Client is responsible pursuant to this Agreement

**ARTICLE 7 – INSURANCE.** SCS shall, during the performance of this Agreement, keep in force Workers' Compensation Insurance, including Employer's Liability Insurance for its employees, and Commercial General Liability Insurance with a combined minimum limit of \$1,000,000 for bodily injury and property damage

**ARTICLE 8 – LIMITATION OF LIABILITY.**

8.1 This Article 8 states the agreement of the parties with respect to allocation of the risks inherent in the type of projects undertaken herein. The parties agree that the total liability of SCS under this Agreement and for each Work Order shall be limited to the amount covered, if any, by SCS' liability insurance then in effect up to \$250,000, or the amount of SCS' total fees under the Work Order giving rise to the liability (whichever is greater).

8.2 If Client desires that SCS assume more of the risk under this Agreement for a Work Order than is specified in Article 8.1, and is willing to compensate SCS for the greater assumption of risk, then in consideration of Client paying a surcharge (in addition to the compensation specified in a Work Order, which surcharge shall be separately identified on such



Work Order, SCS' total liability for such Work Order shall be limited to the amount covered, if any, by SCS' liability insurance then in effect, plus the agreed upon increase indicated in such Work Order.

#### **ARTICLE 9 – RELEASE AND INDEMNIFICATION.**

9.1 It is understood and agreed that, in seeking the Services of SCS under this Agreement, Client may be requesting SCS to undertake obligations for the Client's benefit involving the presence or potential presence, or release or potential release to the environment, of hazardous substances and other contaminants. Therefore, Client agrees to release, hold harmless, indemnify, and defend SCS from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of hazardous substances or contaminants of any kind, excepting only such liability as may arise out of the sole negligence of SCS.

9.2 Except as provided in Article 9.1 above, and to the extent provided in Article 8 above, SCS shall indemnify and hold harmless Client from and against any liabilities, claims, and causes of action which Client may suffer as a result of negligent acts, errors, or omissions on the part of SCS or SCS' agents, employees or subcontractors in the performance of this Agreement, excepting such liability as may arise out of Client's negligence.

#### **ARTICLE 10 – GENERAL PROVISIONS.**

10.1 SCS will perform its Services hereunder as specified in Work Orders, in a timely manner. SCS is not responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this Agreement was executed.

10.2 SCS shall be entitled to rely on information provided by Client. SCS shall be entitled to an equitable adjustment in the price and schedule if conditions differ materially from information provided by the Client, or differ materially from what reasonably could have been anticipated given the nature of the Services.

10.3 SCS shall perform its Services in accordance with the professional standards applicable to the Services provided (i.e., engineering, planning, consulting, or others) at the time such Services are rendered. SCS makes no other warranty, either expressed or implied, as part of this Agreement.

10.4 SCS shall not disclose, or permit disclosure of any information designated by Client as confidential, except to its employees and other consultants who need such information in order to properly execute the Services of this Agreement. This provision shall not apply to information which: (1) has been published and is in the public domain, (2) has been provided to SCS by third parties who have the legal right to possess and disclose the information, (3) was in the possession of SCS prior to the disclosure of such information to SCS by Client, (4) is required by law or any governmental agency to be disclosed or (5) would require disclosure to comply with the ethical obligations of SCS to protect the public.

10.5 Statements made by SCS concerning probable construction costs and detailed cost projections represent SCS' judgment with respect thereto. It is recognized, however, that SCS has no control over actual site conditions, the cost of labor, materials, or equipment, a contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, SCS cannot and does not represent or guarantee that bids or ultimate Project costs will not vary from any statement of probable construction cost or other cost projection prepared by SCS.

10.6 All drawings, specifications, reports, notes and data developed pursuant to this Agreement are instruments of service, and as such the original documents, are and remain the property of SCS.

10.7 If construction at a site is to be performed by a person other than SCS, Client agrees to require such person to assume sole and complete responsibility for job site conditions during the course of construction, including safety of all persons and property. SCS shall have no responsibility for site health and safety for anyone other than its own employees, unless SCS expressly has agreed to provide such services and it is included in the Services in a Work Order. Client agrees SCS shall not be responsible for and does hereby release, hold harmless, indemnify and defend SCS from and against all claims, losses, damages, liability and costs, including costs of defense thereof, arising out of or in any way connected with the performance of construction work by persons other than SCS.

10.8 To the extent specifically provided in a Work Order, SCS will be available for advice and consultation, and will monitor on a limited basis construction work performed by persons other than SCS. SCS accepts no responsibility and makes no warranty whatsoever that construction work performed by other persons meets the design specifications (this being the sole responsibility of Client) unless the Scope of Services in a Work Order provides specifically for SCS to assume such responsibility. In no event shall SCS be responsible for the means, method or manner of performance of any persons other than SCS or its subcontractors.

10.9 At no time shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to SCS, nor shall any provision of this Agreement or any Work Order be interpreted to permit or obligate SCS to assume the status of a "generator," "owner," "operator," "transporter," "arranger," or "treatment, storage or disposal facility" under state or federal law.

10.10 Unless specifically required under a Work Order, SCS will not be responsible for any permit fees required with respect to the Project.

**ARTICLE 11 – TERM AND TERMINATION OF AGREEMENT.**

11.1 This Agreement shall be in effect for a one-year term. The term of the Agreement automatically shall be extended by subsequent one-year terms unless a party provides written notice of termination no less than thirty (30) days prior to expiration of the term. SCS shall complete all Services ordered prior to the expiration of this Agreement in accordance with the applicable schedule set forth in each Work Order.

11.2 This Agreement or any Work Order issued pursuant to this Agreement may be terminated by either party upon thirty (30) days written notice to the other party without cause; by mutual written agreement of the parties; or by either party upon five (5) days written notice to the other in the event of continuing substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement or any Work Order is terminated, SCS shall be paid for all Services performed by SCS prior to the effective date of termination. The indemnities of Article 9 and Article 10 shall survive any termination of this Agreement.

**ARTICLE 12 – DELEGATION OF DUTIES; ASSIGNMENT; SUCCESSORS.** Neither party shall delegate its duties under this Agreement without the written consent of the other party. Each party binds itself to the successors, administrators and assigns of the other party in respect of all covenants of this Agreement.

**ARTICLE 13 – EXTENT OF AGREEMENT.** This Agreement represents the entire and integrated agreement between Client and SCS and supersedes all prior negotiations, representations, or agreements, either written or oral, for this Project. In the event any provision of this Agreement is determined to be invalid, the remaining provisions of this Agreement shall continue in full force and effect.

**ARTICLE 14 – PARTIES TO AGREEMENT.** For the purposes of this Agreement, the term "SCS Engineers" shall mean Stearns, Conrad and Schmidt Consulting Engineers, Inc.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed by their duly authorized representatives as of the last date written below.

**CLIENT:**

**SIGN:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SCS ENGINEERS:**

**SIGN:**  \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

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SCS ENGINEERS:

By: 

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_