



16-0810

Standing Committee: Finance Committee

Document Name: Contract with Stantec for project management of demolition located at 1512 Washington Street (Mirro).

Consent

Non-Consent

Chairman Recommend

Recommendation: Approval contingent upon City Attorney review and approve up to \$10,000 of project funds to create bid documents.

Attest:

Chair – Alderperson Scott McMeans

Date

Vice-Chair – Alderperson Eric Sitkiewitz

Alderperson Chris Able

Alderperson Lee Kummer

Alderperson Steve Czekala

Approved:

Justin M. Nickels
Mayor

Date



**MASTER SERVICES AGREEMENT
TASK ORDER**

Attached to and forming part of the MASTER AGREEMENT

BETWEEN:

CITY OF MANITOWOC
(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.
(hereinafter called "STANTEC")

EFFECTIVE: 9/08/16

This TASK ORDER is issued under the **MASTER SERVICES AGREEMENT** (dated 12/2/13) between STANTEC CONSULTING SERVICES INC. ("STANTEC") and CITY OF MANITOWOC ("CLIENT") for Services to be provided by STANTEC on the Miro Building Demolition project ("Project"), as more fully described below. This Task Order is incorporated into and part of the Master Services Agreement.

The CLIENT's representative shall be: Nic Sparacio, Community Development Director

SERVICES: STANTEC shall perform the following SERVICES:

Stantec will provide the following Project Management Services, to assist the City of Manitowoc (City) in the management and administration of the environmental abatement and demolition of the Miro Building (Building) located in Manitowoc, Wisconsin.

See attached Mater Service Agreement Miro Building Demolition Project Management Task Order 4, Attachment A. Scope of Work..

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: 9/08/16

Estimated Completion Date: 5/30/17

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate STANTEC as follows:

Table 1 and Table 2 attached as part of Task Order 4

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees for Phase V and Phase V.1.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to this Task Order adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on STANTEC'S hourly billing rate table ("Table 2: Rate Table for Phase v and Phase V.1"), attached hereto. The Rate Table is subject to escalation from time to time.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this Task Order:

NA

ADDITIONAL ATTACHMENTS: The following additional attachments shall be read in conjunction with and constitute part of this Task Order:

MASTER SERVICES AGREEMENT TASK ORDER

Master Service Agreement Mirro Building Demolition Task Order 4 Attachment A. Scope of Work.

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTEC in the amount of \$1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates: Upon request, STANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

CITY OF MANITOWOC**STANTEC CONSULTING SERVICES INC.**

Nicolas Sparacio AICP
Community Development Director
Print Name and Title

David Fowler
Senior Project Manager
Print Name and Title

Signature _____

Signature _____

Print Name and Title

Dave Rautmann
PE, Principal
Print Name and Title

Signature _____

Signature _____

Print Name and Title

Signature _____



**MASTER SERVICES AGREEMENT
MIRRO BUILDING DEMOLITION PROJECT MANAGEMENT
TASK ORDER NO. 4**

ATTACHMENT A

Scope of Work Summary

Introduction

Stantec will provide the following Project Management Services, to assist the City of Manitowoc (City) in the management and administration of the environmental abatement and demolition of the Mirro Building (Building) located in Manitowoc, Wisconsin.

Stantec will provide bid and contract documents for environmental abatement of the Building (Phase 0 and Phase V.1). Stantec will also provide separate bid and contract documents for the demolition of the Building. As described below, Stantec fees associated with Phases 0 through IV are included in the proposed lump sum amount. Stantec fees associated with Phase V, as well as Phase V.1 (Bid Award and Administration of Environmental Abatement Contract) will not be part of the lump sum fee but will be charged on a time and materials basis using hourly rates as provided.

Stantec will provide to the City environmental abatement bid and contract documents that will require the abatement contractor to produce and implement an abatement plan for the Building. Oversight of the abatement contractor during abatement will be provided by a qualified third party contractor under contract to the City to ensure that the abatement contractor is in compliance with all licensing of abatement workers, permitting and regulatory requirements. As discussed previously with the City, costs associated with abatement oversight will not be part of this agreement, but will be funded under a RLF subgrant.

Note: The cost and timing of environmental abatement may be reduced if it is determined that some or all of the asbestos on or within the building does not have to be abated prior to demolition, but can be left in place during demolition and hauled to an appropriate landfill. The current schedule assumes that the asbestos must be removed prior to demolition.

Work Order 4 Assumptions:

- Abatement of hazardous materials (ex. lead based paint, asbestos, PCB--impacted concrete, etc.) will be contracted and performed independently from the demolition work.
- Tunnel and subsurface abatement will be included in the environmental abatement contract.
- Timely approval of the hazardous materials abatement work plan by State and Federal Regulatory Agencies.
- In order to meet the proposed schedule, the City will approve a not to exceed expenditure of \$10,000 from the current task order fee of \$44,000 prior to approval of this agreement by the City Council to prepare bid documents for abatement of hazardous materials for the Building (Phase 0).
- The buildings are not deemed historic and demolition work will not be subject to review and approval by the State Historic Preservation Office (SHPO).
- Demolition of the buildings will consist of disassembling the buildings and removing the debris from site, to the ground level. The concrete floor slabs-on-grade, foundations and tunnels will remain on the site. No filling, grading or other site restoration is included in the scope of the demolition work.

Phase 0 Development of Abatement Bid

Phase 0 Tasks included in the \$44,000 proposal fee:

- Preparation and submittal of 90% draft abatement bid documents that include drawings, administrative specifications, technical specifications, environmental hazards reports for the Building and contract bid form for review by the City.
- Incorporate 90% draft review comments from City into final bid and contract documents.
- Preparation and submittal of final draft abatement bid documents incorporating review comments from City.
- Schedule, coordinate and attend mandatory pre bid meeting and one site tour for bidders.
- Respond to Bidders requests for information prior to the bid.
- Prepare and issue bidding/contract document revisions and addendums approved by the City.
- Review contract bids to verify they are responsive, and contain necessary documentation.

Phase 0 Deliverables included in the \$44,000 proposal fee:

- 90% draft abatement bid documents that include drawings, administrative specifications, technical specifications, and contract bid form for review by the city.
- Final draft abatement bid documents incorporating review comments from City.

Phase I - Existing Conditions Review

Phase I Tasks Include:

- Review existing reports, including a Phase I and EPA Site Assessment, and other existing documents.
- One site visit to investigate existing structures and associated infrastructure to identify areas of environmental concern; areas of structural deficiency and safety concerns; provide supplemental photographic inventory of structures; identify and assess existing subsurface stormwater conveyances and utility tunnels; as well as other features or items that require addressing before or during preparation of the abatement and demolition construction documents.

Phase I Deliverables include:

- A summary of inventory findings and document review, including a list of information reviewed, describing all structures, utilities, and other facilities and features on the site, in sufficient detail to perform the final project design.
- Field inspection notes and photographs.

Phase II - Develop Building Demolition Plans

Phase II Tasks include:

Development of planning documents for demolition of the Building which will include:

- Aerial maps and drawings of the buildings, showing the features and dimensions of the Building,
- Recommendations for demolition phasing and estimated costs for each phase.

- Potential staging areas, limits of disturbance,
- Structurally unsafe areas, tunnel mapping and sensitive areas of concern,
- Security requirements for site control by contractors, hauling routes, and potential funding sources.
- List of the number and sequence of the work phases.

Note: Phase II is not intended to include environmental abatement work, but it is likely that small amounts of material that need to be abated will be encountered during demolition.

Phase II Deliverables include:

- Demolition planning documents, preliminary drawings and maps, estimated costs and project schedule.
- Demolition Planning Report that will summarize design requirements, assumptions, site description, regulatory requirements, permit requirements, and health and safety concerns.

Phase III Demolition Specification and Request for Bids

Phase III Tasks include:

- Preparation and submittal of 50% draft bid and construction documents that include drawings, administrative specifications, technical specifications, and contract bid form for review by the city.
- Incorporate 50% draft review comments from city into 90% draft bid and contract documents.
- Preparation and submittal of 90% draft bid and construction documents that include drawings, administrative specifications, technical specifications, and contract bid form for review by the city.
- Incorporate 90% draft review comments from city into final bid and contract documents.
- Preparation and submittal of final draft bid and construction documents incorporating review comments from City.

Phase III Deliverables include:

- 50% draft bid and construction documents that include drawings, administrative specifications, technical specifications, and contract bid form for review by the city.
- 90% draft bid and construction documents that include drawings, administrative specifications, technical specifications, and contract bid form for review by the city.
- Final draft bid and construction documents incorporating review comments from City.

Phase IV Bidding and Contract Negotiations

Phase IV Tasks include:

- Schedule, coordinate and attend mandatory pre bid meeting and one site tour for bidders.
- Respond to Bidders questions prior to the bid.
- Prepare and issue bidding/contract document revisions and addendums approved by the city.
- Review contract bids to verify they are responsive, and contain necessary

documentation.

Phase IV Deliverables include:

- Email communications with bidders including addenda, and other revisions to contract documents.
- Letter of recommendation for contract award, following review of bids.

Phase V Demolition Construction Contract Administration

Phase V Tasks include:

- Schedule, coordinate and attend mandatory pre construction meeting and site tour(s) for bidders
- Assist the City with coordination and attend (pre-construction start) public meetings (assume one meeting)
- Inspection services for demolition.
- Lead project meetings, prepare project status reports, provide meeting agendas and minutes, and track action items. (assume 6 meetings)

Phase V Deliverables include:

- Weekly construction status reports
- Regulatory filings and documentation
- Detailed design documentation
- Punch list documentation
- Project closeout documentation

Phase V.1 Bid Award and Administration of Environmental Abatement Contract

Phase V.1 Tasks to be paid for on a Time and Materials basis:

- Schedule, coordinate and attend mandatory pre construction meeting and site tour(s) for bidders.
- Assist the City with coordination and attend (pre-construction start) public meetings (Assume one public meeting).
- Participate in contract negotiations, as needed.
- Review, comment and edit contract documents as needed

Phase V.1 Deliverables to be paid for on a Time and Materials basis:

- E-mail communications with bidders, addenda, and other revisions to contract documents.
- Letter of recommendations for contract award, following review of bids.
- Monthly abatement status reports
- Regulatory filings and documentation

Due to the scope, Stantec will provide the following technical and administrative services to support these various phases as follows:

- Support the City and provide comments/ recommendations during the design review phases.
- Provide demolition and site civil work management.
- Review, edit and comment on contractor submittals.
- Oversee and verify infrastructure work, if necessary.

- Prepare, maintain and monitor punch list and construction issues log.
- Review final project documentation.
- Close out project.

Schedule

We have developed a two-contract approach and schedule (see bottom schedule). Separate assessment and demolition contracts would comply with EPA procurement guidelines and the Davis-Bacon Act. In addition, accelerating the assessment contract would enable a substantial amount of abatement to begin in 2016, prior to work being paused due to cold weather. One of the main issues driving the construction schedule is the presence of asbestos-containing material (ACM) and lead-based paint (LBP), this schedule assumes that asbestos must be removed and contained on site prior to other demolition work. The most cost-effective method to remove this hazard requires water to be actively sprayed on the asbestos as it is removed. Our proposed quick-start schedule accelerates this work to fall 2016 while the weather is still warm, so the remaining building demolition work can take place during colder winter months. This approach is the lowest cost and shortest schedule approach.

Two Contracts (Environmental Abatement and Building Demolition)

Task	August	September	October	November	December	January	February	March	April	May
GPR Report Finished	★									
Verolia Air Quality Assessment										
Northstar Asbestos Assessment/Tunnel Structural Assessment										
Environmental Reports/Structure Reports Finalized		★								
Pre-Demolition Environmental Abatement Advertisement										
Open Environmental Abatement Bid										
Award Contract/Begin Construction				★						
Abatement Construction Work										
Retain Abatement Contractor for Building Demolition										
Building Demolition Work (Design Work)										
Building Demolition Advertisement for Bid				★						
Building Demolition Bid Opening					★					
Award Building Demolition Contract						★				
Building Demolition Work/Phase V Work										

Highlight indicates tasks Startec is currently completing

Highlight indicates tasks Startec is currently completing

Table 1: Fixed Fee Costs Phases I-IV

Work Phase		Fee
I – Existing Conditions Review	Total Phase I Fixed Fee	\$3,200
II – Develop Building Demolition Plans	Total Phase II Fixed Fee	\$10,800
III – Specification Writing & Request for Bids	Total Phase III Fixed Fee	\$24,600
IV – Bidding and Contract Negotiations	Total Phase I Fixed Fee	\$5,400
	Total Phase I-IV Fixed Fee	\$44,000
V – Demolition David Rautmann Dave Fowler Phil Caswell Harris Byers Kevin Kimmes Carol McCoy Brian Gresky	QA/QC Project Manager Structural/Demolition Design Environmental Oversight Civil Design/Construction Construction Permits Construction Inspection	See Table II

Table 2: Rate Table for Phase V and Phase V.1

Staff	Hourly Rate
Dave Fowler	\$136
Dave Rautmann	\$203
Kevin Kimmes	\$149
Phil Caswell	\$149
Bruce Paulson	\$149
Harris Byers	\$129
Carol McCoy	\$143
Adam Rock	\$105
Scott Henkel	\$121
Brian Gresky	\$97