

CONSULTING SERVICES AGREEMENT

CLIENT City of Grand Island, NE	Project Name Sanitary Sewer Collection System
Address 100 East First Street	Rehabilitation
Grand Island, NE 68801	
	Project Location Various Locatio
Telephone 308-385-5444	Grand Island, NE
Client Contact Terra Bevard	Consultant PM Frank Doland
Client Job No.	Consultant Job No.

This AGREEMENT is made by and between City of Grand Island, hereinafter called "CLIENT," and Alfred Benesch & Company, hereinafter called "CONSULTANT", for professional consulting services as specified herein. CONSULTANT agrees to provide CLIENT with requested consulting services more specifically described as follows (or shown in Attachment A):

Shown on Attachment A




The GENERAL CONDITIONS and the following Attachments are hereby made a part of the AGREEMENT:

- Attachment A: Scope of Services and Fee Estimate
 Attachment B: Schedule of Unit Rates
 Attachment C: Overview Exhibit
 or
 Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay CONSULTANT for services described herein upon receipt of invoice by CLIENT for the CONSULTANT's estimated fee as described below:

- BY LUMP SUM: \$_____.
 BY TIME AND MATERIALS: \$45,861.82.
 BY OTHER PAYMENT METHOD (See Attachment _____): \$_____.
 AS SHOWN ON SERIALLY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT:

<p style="text-align: center;">CLIENT</p> <p>BY: <u></u> AUTHORIZED REPRESENTATIVE</p> <p>PRINT NAME: <u>Jeremy L. Jensen</u></p> <p>TITLE: <u>Mayor</u></p> <p>DATE: <u>8/23</u>, 20<u>16</u></p> <p><u></u> Asst. City Attorney 8/25/16</p>	<p style="text-align: center;">ALFRED BENESCH & COMPANY</p> <p>BY: <u></u> AUTHORIZED REPRESENTATIVE</p> <p>PRINT NAME: <u>Anthony Dirks</u></p> <p>TITLE: <u>Sr. Vice President</u></p> <p>DATE: <u>August 15</u>, 20<u>16</u></p> <p>BENESCH OFFICE: <u>Lincoln</u></p> <p>ADDRESS: <u>825 M Street, Suite 100</u> <u>Lincoln, NE 68508</u></p>
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GENERAL CONDITIONS

SECTION I - SERVICES BY CONSULTANT

1.1 General

CONSULTANT shall provide services under this AGREEMENT only upon request of the CLIENT, and only to the extent defined and required by the CLIENT. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this AGREEMENT are as identified on the signature page to this AGREEMENT or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this AGREEMENT.

1.2 Scope of Services and Fees

The services to be performed by CONSULTANT and the associated fee are attached hereto and made a part of this AGREEMENT or using by serially numbered Work Authorizations, all as identified on the signature page to this AGREEMENT, and shall be performed by the CONSULTANT in accordance with the CLIENT's requirements. It is mutually understood that CONSULTANT'S fee is not a firm contractual amount except the total fee by the CONSULTANT shall not be exceeded unless authorized in writing by the CLIENT. The intent of the Scope of Services is to identify the services to be provided by CONSULTANT. However, it is specifically understood that by written notice to CONSULTANT, CLIENT can decrease or, with concurrence of CONSULTANT, increase the Scope of Services.

SECTION II - PAYMENTS TO CONSULTANT

2.1 Method of Payment

Payment for CONSULTANT'S personnel services and direct expenses shall be expressed in U. S. dollars, and based on the Method of Payment which is identified on the signature page to this AGREEMENT or serially numbered Work Authorizations, attached hereto, and made a part of this AGREEMENT.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by CONSULTANT'S personnel shall be based on the hours of chargeable time and in accordance with CONSULTANT'S Schedule of Unit Rates, which is identified on the signature page to this AGREEMENT and attached hereto, and made a part of this AGREEMENT.

2.2.2 Chargeable Time

Chargeable time for CONSULTANT'S personnel is that portion of their time devoted to providing services requested by CLIENT. Chargeable time for field personnel located away from CONSULTANT'S office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from CONSULTANT'S office to an assigned work site, and return to CONSULTANT'S office, is chargeable time; or if more economical for CLIENT, CONSULTANT shall lodge its personnel overnight near the work site in lieu of traveling back to CONSULTANT'S office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to CONSULTANT for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by CONSULTANT, payment to CONSULTANT by the CLIENT shall be in accordance with CONSULTANT'S Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this AGREEMENT, Direct Expenses to be contracted and managed by CONSULTANT and payable by CLIENT to CONSULTANT shall include: Outside Services including the services and reimbursable expenses for firms other than CONSULTANT which are necessary for the work the CONSULTANT is directed to perform; Laboratory Tests and related reports necessary for the work the CONSULTANT is directed to perform, either by the CONSULTANT or by an outside service for the CONSULTANT; Special Equipment expenses including the costs of the CONSULTANT locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by CONSULTANT at the time of the request for services which are necessary to enable CONSULTANT to provide the services requested; vehicles furnished by CONSULTANT for CONSULTANT'S authorized travels and for CONSULTANT'S field personnel; Per Diem expense or actual costs of maintaining CONSULTANT'S field personnel on or near the Project site, for each day of field assignment away from CONSULTANT'S office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 CONSULTANT shall submit monthly invoices for all personnel services and direct expenses under this AGREEMENT and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by CLIENT. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment and the CLIENT will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If CLIENT fails to make payment in full to CONSULTANT within sixty (60) days after the date of the undisputed invoice, CONSULTANT may, after giving seven (7) days' written notice to CLIENT, suspend services under this AGREEMENT until paid in full, including interest. CONSULTANT shall have no liability to CLIENT for delays or damages caused by such suspension of services. CLIENT agrees to pay all costs of collection, including reasonable attorney's fees, incurred by CONSULTANT as a result of CLIENT'S failure to make payments in accordance with this AGREEMENT. No final plans, documents or reports will be released for any purpose until CONSULTANT has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with CONSULTANT's costs of doing business, subject to CLIENT's review and concurrence.

SECTION III - Term of Agreement

3.1 Term

CONSULTANT's obligations to perform under this AGREEMENT shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

CLIENT shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of AGREEMENT

3.3.1 Termination with Cause

The obligation to provide further services under this AGREEMENT may be terminated with cause by either party. In the event of such termination, either party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. In the event of termination by CONSULTANT caused by failure of the CLIENT to perform in accordance with the terms of this AGREEMENT, CLIENT shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this AGREEMENT to the CLIENT upon receipt of final payment. In the event of termination by the CLIENT caused by failure by CONSULTANT to perform in accordance with the terms of this AGREEMENT, CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination and provide information and documents developed under the terms of this AGREEMENT to the CLIENT. Upon receipt of all other information and documents, CLIENT shall pay CONSULTANT for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this AGREEMENT without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this AGREEMENT to the CLIENT upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or AGREEMENT Termination

If CLIENT abandons requested work or terminates this

AGREEMENT, CONSULTANT shall be paid on the basis of work completed to the date of abandonment or effective date of termination. CONSULTANT shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION IV - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which CONSULTANT shall provide hereunder shall be subject to the oversight and general guidance of CLIENT.

4.1.2 While upon the premises of CLIENT or property under its control, all employees, agents, and subconsultants of CONSULTANT shall be subject to CLIENT's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, CONSULTANT shall be and remain an independent Consultant and that the employees, agents or subconsultants of CONSULTANT shall not be considered employees of or subject to the direction and control of CLIENT. CONSULTANT shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 CONSULTANT shall furnish CLIENT a certificate of insurance upon request showing amounts and types of insurance carried by CONSULTANT, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by CONSULTANT under this AGREEMENT it will give CLIENT notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.3 Successors and Assigns

4.3.1 CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

4.3.2 Neither CONSULTANT nor CLIENT shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and subconsultant's as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than CLIENT and CONSULTANT except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 CONSULTANT shall comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations

relating to the performance of the services CONSULTANT is to perform under this AGREEMENT.

4.4.2 Neither the CONSULTANT nor the CONSULTANT's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this AGREEMENT with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by CLIENT prior to this AGREEMENT shall remain CLIENT's property. CONSULTANT shall be permitted to rely on CLIENT furnished documents and CLIENT shall make available to CONSULTANT copies of these materials as necessary for the CONSULTANT to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and subconsultants) under this AGREEMENT, are instruments of service in respect to the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and the occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Further, CONSULTANT makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by CONSULTANT in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to CLIENT. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates or subconsultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

4.6 Severability

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4.7 Location of Underground Utilities

It shall be the CLIENT's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the CLIENT elects not to assume this responsibility, CLIENT shall notify CONSULTANT and shall compensate CONSULTANT for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. CLIENT shall indemnify and hold CONSULTANT harmless

from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, CONSULTANT will not begin work until this has been accomplished.

4.8 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

4.9 CONSULTANT's Personnel at Project Site

4.9.1 The presence or duties of the CONSULTANT personnel at a Project site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except CONSULTANT's own personnel.

4.9.2 The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed work will conform generally to the project documents and that the integrity of the design concept as reflected in the project documents has been implemented and preserved by the contractor(s). CONSULTANT neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.10 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. CONSULTANT's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgments as an experienced and qualified professional consultant familiar with the construction industry. CONSULTANT makes no warranty that the CLIENT's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the CONSULTANT's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor.

4.11 Disposition of Samples and Equipment

4.11.1 Disposition of Samples

No samples and/or materials will be kept by CONSULTANT longer than thirty (30) days after submission of the final report unless agreed otherwise.

4.11.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, CONSULTANT will, after completion of testing, return such samples and materials to CLIENT, or have the samples and materials disposed of in accordance with CLIENT's directions and all applicable laws. CLIENT agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. CLIENT recognizes and agrees that CONSULTANT at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

4.11.3 Contaminated Equipment

All laboratory and field equipment contaminated in CONSULTANT's performance of services will be cleaned at CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of CLIENT. At CLIENT's expense, such equipment shall be delivered to CLIENT, or disposed of in the same manner specified in 4.11.2 above. CLIENT agrees to pay CONSULTANT the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to CLIENT pursuant to this AGREEMENT.

4.12 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.12.1 If CONSULTANT, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of CONSULTANT's services will be reconsidered and that this AGREEMENT shall immediately become subject to renegotiation or termination.

4.12.2 In the event that the AGREEMENT is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that CONSULTANT shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this AGREEMENT, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.12.3 CLIENT also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. CLIENT authorizes CONSULTANT to take measures that in CONSULTANT's sole judgment are justified to preserve and protect the health and safety of CONSULTANT's personnel and the public. CLIENT agrees to compensate CONSULTANT for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon CONSULTANT any duties or obligations other than those imposed by law.

SECTION V - Professional Responsibility

5.1 Performance of Services

CLIENT acknowledges that the performance of professional services is not an exact science, and errors and omissions may occur that are within the industry standard of practice which states that CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or otherwise.

5.2 Limitation of Liability

CLIENT and CONSULTANT agree to allocate certain of the risks so that, to the fullest extent permitted by law, CONSULTANT's total liability to CLIENT is limited to the available limit of CONSULTANT's insurance coverage or the total fee for Services rendered on this Project, whichever is less, this being the CLIENT's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

CLIENT and CONSULTANT agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and, subconsultants harmless from and against any and all claims, damages, losses and expenses, defense costs including attorneys' fees, and court or arbitration costs and other liabilities arising out of or resulting from, wholly or in part, the performance of CONSULTANT's services hereunder, provided that CLIENT shall not indemnify CONSULTANT against liability for damages or expenses to the extent caused by the negligence of CONSULTANT, its officers, directors, employees, or subcontractors.

5.5 No Third Party Beneficiaries

CLIENT and CONSULTANT expressly agree that AGREEMENT does not confer upon any third party any rights as beneficiary to this AGREEMENT. CONSULTANT accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

CLIENT agrees that CONSULTANT's services and work products are for the exclusive present use of CLIENT. CLIENT agrees that CONSULTANT's compliance with any request by CLIENT to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this AGREEMENT nor does it create or confer any third party beneficiary rights on any third party.

SECTION VI - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this AGREEMENT, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this AGREEMENT are for the convenience of reference only and shall not affect the construction of this AGREEMENT

6.4 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that each dispute, claim or controversy arising from or related to this AGREEMENT or the relationships which result from this AGREEMENT shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

Furthermore, in no circumstances shall a party to this AGREEMENT be joined by the other party to any other lawsuit, dispute or legal proceeding involving a party and any of the party's, consultants, subconsultants, lower tier subconsultants, other design professionals, construction managers, or other individuals or entities unless the parties agree to be joined in writing.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

6.5 Governing Law

This AGREEMENT is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this AGREEMENT shall be governed by the laws of the State of Illinois.

6.6 Entire Agreement

This AGREEMENT, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire AGREEMENT between the parties hereto and no changes,

modifications, extensions, terminations, or waivers of this agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

ATTACHMENT A

SCOPE OF SERVICES

DESIGN PROFESSIONAL:

Owner: City of Grand Island, Nebraska
Project: Sanitary Sewer Collection System Rehabilitation – Various Locations
City Project No:

I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL to facilitate the design of the sanitary sewer collection system rehabilitation located in various locations

- A. The Project. The City of Grand Island, Nebraska is contracting with DESIGN PROFESSIONAL to provide the necessary professional services.
- B. Project Description/ Location. The CITY is undertaking the Project at locations as shown on the attached overview exhibit for sewer rehabilitation.
- C. Follow-On Phases. At the discretion of the CITY, and after completion of the bidding phase of the Project, the DESIGN PROFESSIONAL may be requested to provide additional services related to the construction phase of the Project.
- D. General Description of Activities. The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of professional design and bidding phase services for sanitary sewer collection system rehabilitation at various locations. The Work consists of the following professional services:
 1. The DESIGN PROFESSIONAL shall review data and perform investigations to identify and quantify structural deficiencies, develop rehabilitation recommendations, and prepare construction contract documents to improve the reliability and performance of the sanitary sewer collection system.
- E. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:
 1. Task Series 100 – Project Management and Administration
 2. Task Series 200 – Field Data Evaluation and Rehabilitation Recommendations
 3. Task Series 300 – Develop Construction Contract Documents
 4. Task Series 400 – Bid Phase Services
 5. Task Series 500 –Public Involvement and Neighborhood Coordination

- F. Explicit Responsibilities. The Basic Scope of Services explicitly sets forth what DESIGN PROFESSIONAL shall perform and does not implicitly put any additional responsibilities or duties upon DESIGN PROFESSIONAL. The DESIGN PROFESSIONAL agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Additional Services upon written authorization from the CITY.
- G. Construction Procurement. Design documents developed by DESIGN PROFESSIONAL will be of sufficient detail for the CITY to obtain bids through a conventional bidding process. Two sets of Construction Contract Documents will be developed for up to two construction projects built by general contractors.

II. BASIC SCOPE OF SERVICES

The following Task Series describe the Basic Scope of Services to be provided by the DESIGN PROFESSIONAL under the Project.

TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION

The purpose of Project Management and Administration will be to manage, direct and oversee each element of Basic Services identified herein and subcontractors employed by the DESIGN PROFESSIONAL in completion of the Work. The following management activities will be provided by DESIGN PROFESSIONAL.

Task 101 Project Management Services

Provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.

Task 102 Monthly Invoicing and Project Status Reports

Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report in a format that is acceptable to the City, which shall accompany the monthly invoice submittal. The CITY may elect to provide a template for the project status report. Each invoice by DESIGN PROFESSIONAL and subcontractors shall be broken down by task series. The monthly project status report shall identify work performed by DESIGN PROFESSIONAL, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, a general assessment of DESIGN PROFESSIONAL's ability to meet project schedule milestones, including identification of any delays beyond its control, an estimate of work percent completion for each Task Series in the Basic Scope of Services based on the work completed. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

Task 103 Quality Control

DESIGN PROFESSIONAL's Quality Control Program will be implemented on all phases of the project to provide an independent review of the work. Quality control reviews will include checks for conformance with regulatory agency requirements, completeness and correctness of evaluations, design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

Task 104 Bi-Monthly Progress Meetings

Participate in up to six (6) progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work. Anticipated future activities and CITY action items will be discussed. Prepare and submit an agenda to CITY prior to each meeting and prepare/distribute meeting minutes no later than one week after each meeting. Meetings will be primarily facilitated through conference calls. Meetings will be primarily facilitated through conference calls. One meeting every other month will be held in person at the City of Grand Island Public Works Conference Room; time and day to be determined.

TASK SERIES 200 - FILED DATA EVALUATION AND REHABILITATION RECOMMENDATIONS**Task 201 Field Data Review**

Review CCTV inspection tapes and data provided by the CITY. The reviews should identify defects in main sewers, manholes, and service laterals, as well as, private defects.

(Assume 8 hours of video to be reviewed)

Task 202 Utility Coordination

DESIGN PROFESSIONAL shall provide for the communication with the utilities in the project area including notifications, requests for facility information and meetings to discuss the project. The Design Professional shall conduct up to two (2) utility coordination meetings, coordinated with the CITY, to review the proposed plans and identify impacts and potential relocation plans for the existing utilities. DESIGN PROFESSIONAL shall prepare and distribute meeting minutes. Based on information obtained from the utilities and the utility coordination meeting the DESIGN PROFESSIONAL shall input utility locations into CADD.

TASK SERIES 300 – DEVELOP CONSTRUCTION CONTRACT DOCUMENTS**Task 301 Develop 60% Design Schedules and Drawings**

After submittal of the final report, prepare 60% design schedules and drawings for review by CITY. The 60% design schedules and drawings shall include a draft of the final rehabilitation maps and schedules for manhole, mainline, and private lateral rehabilitation within the City right of way or permanent sanitary sewer easement.

Surveyors will shoot all manholes, included in the project. Maps for rehabilitation will be generated from the City's GIS data, and will be appendices to the specifications. (Assume 10 hrs. in field and 10 hours in office)

Maps will include City's ortho photo data, all manhole numbers, and will highlight manholes and mainlines to be rehabilitated. Location of service laterals will be tabulated on the maps. Prepare point repair drawings including required easements.

The DESIGN PROFESSIONAL's services shall be based on the following understandings:

1. All of the sewer lines are located within rights of way or existing permanent easements.
2. Construction Contractors will have right of ingress and egress during construction and assume no legal descriptions for temporary construction easements will be required. Contractor will coordinate any other access needs directly with adjacent property owners.
3. Lateral line rehabilitation performed in the right-of-way, if any, may be from the sewer main to approximate right-of-way line, as determined by the City. Right-of-way line shall be located based upon the City's GIS data and shown in the plans. A Unit Price item will be included for lateral line rehabilitation in future construction contracts.
4. Lateral line rehabilitation performed in mainline sewer easements, if any, may consist of rehabilitation of the mainline lateral connection and rehabilitation of a portion of the lower lateral, to the edge of easement, as determined by the City. Easement limits shall be established utilizing the City's GIS data.
5. Detailed survey data will be collected for all utilities in the vicinity of city pipe and siphon 22005, which is located at the intersection of Market Street and 6th Street East. Several downstream sanitary manholes will also be shot to investigate the possibility of re-routing the sanitary line to eliminate the siphon.

Task 302 60% Opinion of Probable Construction Cost

Prepare an updated opinion of probable construction cost based on the 60% Design documents developed and any comments received from the CITY from its review of the Preliminary Opinion of Probable Construction Cost.

Task 303 60% Submittals

Submit two hard copies and PDFs of 60% design documents and cost opinion for review by CITY. Attend one meeting with the CITY to discuss any comments or final changes to the design at the 60% complete phase. Incorporate review comments into the 90% and final Construction Contract Documents as necessary.

Task 304 90% Design

The DESIGN PROFESSIONAL shall incorporate review comments from CITY's review of the 60% design documents and shall prepare and submit 90% Contract Documents for review by CITY. The purpose of the 90% submittal is to provide the CITY the opportunity to review the schedules, plans, specifications, and appurtenant material prior to submitting for regulatory review and bidding the project for construction. The 90% documents shall include the final rehabilitation drawings, maps, and schedules for manhole, mainline and private lateral connection rehabilitation. CITY staff shall be responsible for development of the Project Manual (specifications), including the standard "front end" documents. The DESIGN PROFESSIONAL shall provide specification, Technical Specifications Project Requirements to CITY. CITY shall submit the Project Manual to DESIGN PROFESSIONAL for review, comment, and final development.

Task 305 Submit 90% Opinion of Probable Construction Cost

Prepare an updated opinion of probable construction cost based on the 90% Contract Documents developed and any comments received from the CITY of its review of the 60% Opinion of Probable Cost submitted. The 90% cost opinion shall be Class 1 consistent with AACE standards; the expected accuracy on the low end shall be -3 to -10 percent and the expected accuracy on the high end shall be from +3 to +15 percent.

Task 306 Submit 90% Construction Contract Documents

Submit the following for CITY review:

1. Four (4) printed and bound sets of 90% plans, maps, and schedules.
2. Four (4) printed and bound sets of 90% technical specifications.
3. Four (4) printed and bound sets of the 90% Opinion of Probable Cost.
4. PDF files of plans, specifications, and 90% Opinion of Probable Cost

The CITY will distribute plans to the appropriate CITY departments and staff for review. Conduct a one day review meeting with the CITY to discuss any comments or final changes to the 90% design documents. Incorporate review comments into the final Construction Contract Documents as necessary.

Task 307 90% Review Meeting

Attend one meeting with the CITY to discuss any comments or final changes to the 90% design documents. Incorporate review comments into the final Construction Contract Documents as necessary.

Task 308 Final Construction Contract Documents

Address review comments received from the CITY related to the 90% design completion submittal and prepare final Contract Documents including rehabilitation drawings, maps, schedules, and specifications, sealed by a registered professional engineer licensed in the State of Nebraska.

Task 309 Opinion of Probable Construction Cost

Update the 90% Class 1 cost opinion based on the Final Bidding and Construction Contract Documents and any comments received from the CITY on the 90% design submittal.

Task 310 Deliverables

Submit the following final deliverables:

1. Drawings, Maps, and Schedules: 4 copies; all copies – “D” size and properly bound.
2. Electronic Contract Drawings: 1 copy; all copies
3. Contract Specifications: 4 copies; all copies - 8 ½” x 11” size and properly bound.
4. Electronic Contract Specifications: 1 copy; all copies – PDF.
5. Recommended Improvements Layout Map: 2 copies; all copies – “D” size.

6. Electronic Recommended Improvements Layout Map: 1 copy; all copies – PDF.
7. Final Opinion of Probable Cost.

TASK SERIES 400 - BID PHASE SERVICES

Task 401 Pre-Bid Conference

Attend a pre-bid meeting, respond to questions regarding interpretation of contract drawings, specifications and technical issues, issue addenda, evaluate bids, and make recommendation of award. Project advertisement will have a maximum duration of 30 days.

1. Attend a pre-bid meeting at a date, time and place provided by the CITY. ENGINEER to prepare agenda and run meeting with assistance from the CITY.
2. Assist the CITY with interpretation of the Contract Documents and prepare addenda (up to three) as may be required during bid advertisement period to clarify Contract Documents. ENGINEER will issue addenda.
3. Consult with and advise CITY as to the acceptability of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation will include such factors as work previously completed for the CITY, work completed for others, contractor's proposed project manager and superintendent, financial resources, technical experience, responses from references and other relevant facts. CITY shall provide one copy of each bid as well as a bid tab to DESIGN PROFESSIONAL for evaluation.
4. Make written recommendation regarding the award of construction contract.

Task 402 Review and Process Substitutions and Or Equals

Review and recommend the acceptance or rejection of material submitted by CONTRACTOR for substitution or equal to a named item specified in the Construction Contract Documents to the CITY. To establish basis for DESIGN PROFESSIONAL's compensation up to 3 request for substitution or requests for approvals of equivalent materials or equipment are budgeted.

Task 403 Submit Engineer's Opinion of Probable Construction Cost

The cost opinion shall be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy shall be the same as that for the final estimate.

Task 404 Conforming Documents

Incorporate all addenda issued during Bidding Services into the Contract Drawings and Specifications. Provide 2 half-size and 2 full-size sets of Conformed Drawings and 2 sets of Conformed Specifications to the CITY. Contract Documents will also be furnished electronically on DVD in PDF format.

**TASK SERIES 500 - PUBLIC INVOLVEMENT AND NEIGHBORHOOD
COORDINATION****Task 501 Communication with Property Owners**

Prepare flyers and door hangars to advise residents and businesses that will be affected by sewer rehabilitation project. Design Engineer will follow up with personal contact to each effected adjacent property to assure all are aware of when use of sanitary facilities will be prohibited.

Assist CITY with responding to inquiries from businesses and property owners throughout the duration of the project. Document communications with property owners and promptly provide copies of said documentation to CITY. CITY shall respond to requests for information from public officials and the media. (Assume 20 hours of effort)

III. THE FOLLOWING SERVICES ARE NOT INCLUDED IN THIS SCOPE:

- A. Conducting additional topographic survey in excess of the quantity defined in the Basic Scope of Services or horizontal control survey to establish the base for layout of property and lot lines for properties anticipated to require new easements, if required.
- B. Performance of environmental site assessments or geotechnical investigations and testing, including test borings and street corings, if required.
- C. Preparation of applications and obtain additional permits and environmental clearances other than those specifically listed in this scope of services, including but not limited to U.S. Army Corps of Engineers Clean Water Act Section 401 and 404 permits, if required.
- D. Preparation for litigation, arbitration, or other legal or administrative proceedings; or appear in court or at arbitration sessions in connection with bid protests.
- E. Revisions to Contract Documents or assisting with re-bidding the project due to actual bid prices being greater than the City's budget.
- F. Performance of construction phase administration and observation services.
- G. Preparation of as-built record drawings and rehabilitation schedules after construction, if required.
- H. Submission of final project drawings and contract specifications and construction permit application and fee to Nebraska Department of Environmental Quality (NDEQ) office for review and approval as required for issuance of construction permit.
- I. Providing additional public outreach and notification or attend public hearings or special boards, if required, including but not limited to additional effort responding to inquiries from property owners and public officials during the duration of the field investigation, design and bid phases of the project beyond the quantity defined in Task Series 300 of the Basic Scope of Services.

V. CITY'S RESPONSIBILITIES

CITY will furnish, as required by Basic Services and not at the expense of the DESIGN PROFESSIONAL, the following items:

- A. Provide assistance by placing at DESIGN PROFESSIONAL's disposal available information pertinent to the assignment, including GIS data, CCTV and manhole inspection data, previous reports, drawings, specifications, and any other data relative thereto other information will be provided within thirty (30) calendar days of receipt of a written request by DESIGN PROFESSIONAL.
- B. CITY's Project Manager will coordinate meetings between City staff and the DESIGN PROFESSIONAL.
- C. Bidding Services. CITY will provide the following bidding phase services:
 - 1. Advertise construction contract documents to solicit bids and distribute addenda.
 - 2. Assist in the conducting the pre-bid conference.
 - 3. The CITY will reproduce and submit Construction Contract Documents and construction permit application to NDEQ for approval.

(End of Scope of Services)



NO.	REVISIONS	DATE