

**AGREEMENT BETWEEN OWNER AND HDR ENGINEERING, INC. FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this 20th day of November, 2018, between City of Grand Island, Nebraska ("OWNER") a municipal corporation, with principal offices at 100 East First Street, Grand Island, Nebraska, and HDR ENGINEERING, INC., ("ENGINEER") a Nebraska corporation, with principal offices at 8404 Indian Hills Drive, Omaha, Nebraska. 68114 for services in connection with the project known as Broadwell Avenue UPRR Grade Separation Feasibility ("Project");

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The "HDR Engineering, Inc. Terms and Conditions for Professional Services," which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

SECTION IV. COMPENSATION

Compensation for ENGINEER'S services under this Agreement shall be on a time and materials basis with a not to exceed amount of \$226,660.00.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add five percent (5%) to invoices received by ENGINEER from

subconsultants and subcontractors to cover administrative expenses and vicarious liability.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services as described in Exhibit A.

SECTION VI. SPECIAL PROVISIONS

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

CITY OF GRAND ISLAND, NEBRASKA
"OWNER"

Stacy R. Donhof
Asst. City Attorney

BY: *Jeremy L. Jensen*
NAME: Jeremy L. Jensen
TITLE: Mayor
ADDRESS: 100 East First Street
Grand Island, NE 68802

HDR ENGINEERING, INC.
"ENGINEER"

BY: *Matthew B. Tondl*
NAME: Matthew B. Tondl, P.E.
TITLE: Senior Vice President
ADDRESS: 8404 Indian Hills Drive
Omaha, NE 68114

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A

Broadwell Avenue & UPRR Grade Separation Feasibility Study

Scope of Services

I. Description

The City of Grand Island, Nebraska (City) has selected HDR to complete a Feasibility Study for a grade separation structure with the UPRR located at or around the existing Broadwell Avenue crossing north of 3rd Street. The study report shall provide, if possible, the justification of the need for the viaduct and shall include the data necessary for evaluation as required to determine if Federal funding of the grade separation project is validated.

The specific work tasks for the original contract are described in detail in Section II.

II. Work Tasks

All deliverables noted within will be provided in electronic format (i.e. PDF, Microsoft Word, GIS, etc.) for archiving by the City of Grand Island.

A. Base Mapping

This task consists of the development of base mapping (aerial photos and digital terrain model) for use in concept development design and public displays. Existing data provided by the City will be utilized for the development of the base mapping.

City to provide:

- Aerial imagery of City
- Contours of the project area: generally two blocks east and west of Broadwell Avenue from Faidley Ave to Division Street
- GIS information of City owned utilities
- GIS property lines

A.1 Base Map Creation

HDR will prepare a base map of the project area with the information provided by the City as noted above.

A.2 Utility Mapping

Utility asbuilts will be requested from private utility owners in the area. Asbuilt information collected will be digitally added to the prepared base mapping. The utility mapping will be focused on the major utilities (gas, water, power). Surveying of utility features and location markings are not anticipated to be necessary for this study and are not included.

B. Alternative Development

This task consists of the verification, refinement, and /or development of three viaduct alternatives. The level of detail will be sufficient to determine the functional aspects of each viaduct alternative, right of way impacts, and costs.

Using the base mapping developed in Task A, the following will be accomplished:

- A best-fit horizontal alignment, vertical profile, and cross sections in order to determine the approximate limits of construction. Alignments will be based on the contours provided by the City.
- Determine a general drainage plan for the concept
- Utility conflicts – identify major utility conflicts and work with utilities to determine if a feasible relocation option exists
- Determine property impacts
- Determine approximate costs, including ROW

The previously completed 2004 study will serve as the starting point.

B.1 Concepting Workshop

The City will host a half-day workshop to consider the concepts developed in the 2004 study. Additional concepts will be developed during the workshop. The previous concepts and the newly developed concepts will be briefly analyzed and screened to determine the three concepts to advance for further detailed evaluation. A portion of the workshop will include a site visit. It is assumed four HDR staff will attend the workshop.

B.2 Alternative Development

Given the extent of impacts, a rigorous alternative development and screening process will be used. The concept study completed in 2004 provides the starting point. The public process and NEPA process may require that other alternatives be evaluated. Effort assigned to this task assumes that up to three alternatives will be developed. However, it is assumed that geometric, environmental, or public fatal flaws will not require that all alternatives be taken to equal levels of detail.

Right-of-way constraints will dictate the configuration of alignments and profiles needed to accommodate the grade difference between existing grade and the crossing. The alternatives will be developed to conform to the requirements of the Americans with Disabilities Act and will be evaluated in terms of construction cost, right of way impacts, environmental impacts, operational benefits, and constructability. All alternatives will be evaluated based on the purpose and need statement developed in Task D.

B.3 Bridge Concept Plans

Bridge alternatives will be developed for the viaduct based on the digital terrain model, topographic file, and digital aerial base map developed in Task A. Development of bridge alternatives will include an estimate of the overall bridge length and width, determination of a preliminary span layout, preliminary locations of bridge piers, abutments, and wall locations, and preliminary determination of structure type and structure depth so that the vertical profile can be

checked for adequate vertical clearance. Vertical clearances will be checked against top of rail and existing roadway profiles based on the provided contours. Opinions of probable bridge construction costs for bridge alternatives in the feasibility study will be based on appropriate unit costs per square foot of bridge deck. Up to three bridge alternatives will be studied.

B.4 Closures

Perform a cursory assessment of the additional RR crossing closures to assess how they would be closed and identify roadway improvements that might be required.

B.5 Utility Conflicts

Identify the utility conflicts and work with the utility owners regarding potential relocation plans.

B.6 Cost Estimate

Develop construction cost estimate for the alternatives. Estimate approximate acquisition and relocation costs for impacted properties. Develop a simplified cost/benefit analysis for inclusion in the report. Overall cost estimate will include construction, right-of-way, design engineering, and construction engineering costs.

B.7 Study Report

Prepare the Study Report. The report will include language addressing each of the State's twenty criteria, along with supporting figures and appendices. It is anticipated one round of review comments will be addressed.

C. Traffic Evaluation

This task will take an overall look at the traffic and safety implications of the closures and the resulting redirection of the traffic. The purpose is to identify improvements necessary to address completed project conditions. The traffic evaluation will result in recommendations for geometric modifications to maximize operations with the new facilities and closures.

C.1 Data Collection

Updated traffic counts may need to be collected to support the analysis. The most recent studies will be referenced for additional data and understanding of current and future operational conditions planned prior to the viaducts. Traffic counts will be taken at the following intersections:

- N Broadwell Ave / W 2nd Street
- N Broadwell Ave / W 3rd Street
- N Broadwell Ave / Old Lincoln Hwy
- N Broadwell Ave / W North Front Street
- N Broadwell Ave / W 4th Street
- N Broadwell Ave / W Paidley Ave

In order to assess the pedestrian volumes, a 24-hour pedestrian count will be conducted at the N Broadwell Ave / UPRR crossing.

The City will provide existing and future year average daily traffic (ADT) volumes for the following streets:

- N Broadwell Ave (south of W 2nd Street, between W 2nd Street/W 3rd Street, north of W 3rd Street)
- W 2nd Street (east and west of N Broadwell Ave)
- W 3rd Street (east and west of N Broadwell Ave)
- W Faidley Ave (east and west of N Broadwell Ave)

The City will provide 5-years of accident history along N Broadwell Ave from W 2nd Street to W 4th Street in GIS format.

C.2 Traffic Analysis

The existing traffic data collected in Task C.1 will be used to develop AM and PM peak hour turning movements. Future year AM and PM peak hour turning movements will be developed using the existing year turning movements and the future year ADT volumes.

The Consultant will use Synchro 10, which incorporates Highway Capacity Manual (HCM) 6 methodologies, to perform vehicular level of service analysis for the AM and PM peak hours (one hour in the morning and one hour in the afternoon) for all key intersection locations for the following scenarios:

- Existing year conditions.
- Design year no-build conditions.
- Design year proposed build conditions:
 - Includes up to three alternatives.

Existing signal timing information will be gathered from the City for use in completing the HCM Analysis.

C.3 Safety Analysis

Obtain and analyze the latest five years of available crash data for N Broadwell Avenue within the study limits, including the key intersections. Crash data will be obtained from the City. Crash analysis will consist of comparing the calculated crash rates to statewide crash rate averages and identifying crash history patterns and potential mitigation. Individual crash records for all fatalities over the last five years in the crash analysis area will also be reviewed.

C.4 Grade Crossing Safety Analysis

Complete crash prediction analysis using FRA's Grade Dec methodology to evaluate crash prediction for grade crossing investment analysis. Crash prediction will be completed for existing and future no-build and one future build alternative using Grade Dec based on geometry and traffic demand. It is assumed up to two additional build alternatives will be designed including grade separation; thus these two build alternatives will not include separate Grade Dec analysis (grade separation assumed to reduce highway-rail crashes entirely). Grade Dec crash prediction for the existing and future years of analysis will be monetized to develop a life-cycle benefit to grade separation.

C.5 Traffic & Safety Documentation

A brief technical memorandum will be developed which documents the traffic and safety evaluation.

D. Environmental

It is assumed the funds which would be committed to these projects by the State consist of both State and Federal funds. As such, requirements of the National Environmental Policy Act (NEPA) must be followed.

The necessary environmental studies will be conducted such that the resulting concepts do not have fatal flaw environmental issues that would preclude FHWA approval. In this manner, environmental studies and reviews would not be taken to a final report at this stage, but rather to a fatal flaw analysis stage. Final reports to the degree necessary based on the NEPA classification determined by FHWA would be performed at a later time.

Whereas the Broadwell Avenue viaduct's location is within an existing commercial area (and its resulting commercial impacts), the study must undergo an alternatives screening process in order to support the decision process.

The subtasks at this time will consist of:

- Initiation of NEPA process
- Development of Purpose and Need statement
- Conduct environmental studies appropriate to determine fatal flaws of potential alternatives.

The classification of NEPA document will be determined through consultation with NDOT and FHWA, and the NEPA process will be completed in conjunction with the future design work.

D.1 Obtain / Compile Project GIS Data

- Update the project GIS database created for the proposal response through obtaining and compiling relevant files including, but not limited to: floodways and floodplains, wetlands and other waters of the U.S., regulated materials, Census data and boundaries, park/recreation/conservation land, threatened and endangered species, and historic resources. City to provide locations of schools, police stations, and fire stations in GIS format. Acquire locations of bus routes and hospitals.
- Data would be acquired from various sources, such as the Nebraska Department of Natural Resources, Nebraska Department of Environmental Quality, and Nebraska Department of Transportation databases, into the ArcGIS format in the Nebraska State Plane Feet (NAD 83) coordinate system.

- Coordinate with the City of Grand Island to acquire relevant environmental and utility files, and parcel boundaries and data. Coordinate with Hall County regarding availability of other relevant GIS files. Incorporate into the project geodatabase.

D.2 Conduct Site Visit

- Perform a site reconnaissance visit of the study area with two environmental staff and review data acquired from public sources, and document environmental observations of the study area. Digitize points and boundaries identified in the field and incorporate into the geodatabase.

D.3 Constraint Mapping

- Environmental: using acquired data within GIS, develop an environmental constraint map plotted on aerial background. Prepare a brief summary of key identified constraints.
- Draft preliminary purpose and need for project.
- Convert concept linework to GIS shapefiles and import into GIS database. Plot concepts on color aerial images and review concepts in consideration of environmental and other constraints. Develop a matrix table for comparison of impacts of the concepts. Prepare a summary of the methodology used to create the geodatabase and evaluate potential impacts.
- Identify environmental risks (compliance with NEPA and other applicable regulations, acquisition of permits, and other applicable risks) of the concepts, including mitigation requirements and possible project schedule implications.
- Coordinate with Nebraska DOT and resource agency contacts, and use their input to help identify optimal approaches to address environmental issues. Document coordination via memoranda.

D.4 Conditions Assessment

- Provide environmental input to designers for documenting existing conditions
- Provide environmental input to designers for documenting future conditions

D.5 Study Report

- Prepare summary of environmental constraints and how they affected screening of concepts and identification of the preferred alternative
- Address environmental comments on the draft report and revise documentation as warranted

E. Stakeholder and Community Engagement Scope

E.1 Engagement Plan – HDR, in coordination with the City will develop an Engagement Plan. Project templates will be developed for use on all internal and public facing communications. The Plan will include key messaging, tools and tactics for engagement and guidance for engagement.

Deliverables:

- Draft & Final Engagement Plan
- Stakeholder Contact List (Excel)
- Project Templates (Fact Sheet, Direct Mailer, PPT)
- Schedule Graphic
- Project Study Area Map(s)

Assumptions:

- HDR will be responsible for coordinating with the City of Grand Island in the development and review of the Engagement Plan.
- City will provide GIS data of residents and businesses to be included in study area.
- Project Templates will be developed using City brand guidance.
- City will provide GIS data for all directly impacted landowners to be invited to the public meetings.
- One round of review (electronic) by City.

E.2 Project Webpage - HDR will support the City to design and build a project website to provide residents access to current project information. The website will be a clearinghouse for stakeholder engagement. Using communication tools such as information and graphic design, survey response applications, and resource/document libraries, users will be able to learn more about the project and provide valuable insight regarding project needs and priorities. HDR will develop and provide content, graphics, and iframes/links for web applications. The City will be responsible for building and maintaining the project pages. The City website already provides translation services.

Deliverables:

- Initial Launch Content document and up to 3 additional content/supporting graphic updates
- Up to 2 Survey Monkey surveys.
- One (1) Google form iframe for comments.

Assumptions:

- HDR will provide all content, tools and graphics
- City will provide all site maintenance/updates
- Comment management, include comment response drafting, will be provided by HDR.
- HDR will manage all surveys.
- HDR will work with City to review all public facing content; assume up to one week for electronic review and response.

E.3 Public Information Meeting – HDR will provide necessary support for an in-person public meeting. The in-person meeting will be held open house format with a 20 minute formal presentation. The input gathered will be analyzed by project technical staff to provide a more robust understanding of key concerns and issues presented by the public. The meeting will have a presentation, display boards, scroll maps, handout, and a guided comment form.

HDR will develop and support in the distribution of outreach materials including press release, postcard notice to directly impacted landowners, and a public notice.

Deliverables:

- Meeting Plan
- Press release
- Public notice
- Direct mail postcard invitation with postage
- Up to 10 meeting display boards
- Up to two (2) scroll/table top plot maps
- Comment forms
- 8.5x11 Fact Sheet
- One (1) PPT presentation (up to 25 slides)

Assumptions:

- HDR will design and print all materials (outreach and meeting); Assume 300 postcards, 150 handouts and comment forms, 2 scroll plots, 10 mounted display boards
- HDR will provide logistic support to City for help in securing an appropriate ADA compliant meeting location. City will be responsible for providing payments/rental fees.
- No refreshments will be provided at the in-person meetings
- HDR will provide up to 4 staff to attend the public meeting.
- The in-person meeting will be 2 hours in length; between the hours of 5 and 8 p.m. Monday-Thursday.
- The City will provide an onsite translator during public meetings.
- HDR will provide translated fact sheets and comment forms for the meeting, assume 75 copies of each.
- The City will be responsible for public notice placement in the local paper of record (Grand Island Independent).

E.4 Landowner/Business One-on-One Meetings

HDR will coordinate with City staff to provide support for one-on-one meetings with landowners where relocation is inevitable. Early outreach will include request for introductory sit down meetings and ongoing one-on-one meetings as necessary. The goal of this outreach is to establish relationships with directly impacted landowners/businesses, provide opportunity to work with them and maintain goodwill between the community and City. The primary contact for these landowners/businesses will provide a business card for contact information. Should translation

services be needed for any of the impacted landowners, materials will be translated and on-site translation services will be provided.

Deliverables/Meetings:

- Business Contact Cards (translation as necessary)
- Up to fifteen (15) one-on-one meetings

Assumptions:

- City staff will be responsible for attending/hosting each one-on-one meeting.
- HDR will provide necessary meeting materials and coordination efforts for each meeting.
- HDR will be responsible for developing/designing/printing outreach materials; translated materials as applicable.
- City will be responsible for providing in-person translators as necessary.

E.5 Media Briefing

A Media Briefing prior to the PIM would help to generate positive media attention about the project. It allows the City to help set the public message. We recommend hosting it a few days in advance of the meeting or directly prior to the scheduled public meeting.

Deliverables/Meetings:

- One-page FAQ for Media Representatives

Assumptions:

- City will provide spokesperson to represent the project during the media briefing.
- HDR will provide coaching (as necessary regarding technical/media responses)

E.6 Social media content/graphic support

City uses social media both Facebook and Twitter. HDR will support the City with content and graphics to promote the public meeting and project using social media.

Deliverables/meetings:

- One (1) social media content/graphics guide with posting schedule

Assumptions:

- City will be responsible for posting all social media and responding to comments/questions, as deemed appropriate.

E.7 Online Public Meeting

HDR will provide necessary support for an in-person and online public meeting. The in-person meeting will be held open house format with no formal presentation. Materials developed for the in-person meeting, including boards, maps, handouts, and talking points, will be transitioned and used for the online meeting. The meetings will launch on the same day, however the online meeting will be open for two weeks. The input gathered at both meetings will be collected and analyzed to provide a more robust understanding of key concerns and issues presented by the public. The online meeting will employ a survey application and online comment form to solicit input.

HDR will develop and support in the distribution of outreach materials including press releases, postcard notices to directly impacted landowners, social media content/graphics for Facebook and Twitter, public notices.

Deliverables:

- One (1) Online meeting
- One (1) Survey Monkey guided comment form

Assumptions:

- HDR will secure a URL and host the public online meeting site. The site will be repurposed for the second meeting. The City will be responsible for embedding a link to the site on the project website.

F. Project Management and Coordination

The management task includes the overall project management, client coordination, and quality control.

F.1 Project Management

Overall project management and administration. Monthly invoices will be prepared along with a detailed progress report outlining activities accomplished in the invoice cycle, those anticipated in the next cycle, and a status report by major task.

F.2 Quality Control

A quality control plan will be developed to establish review procedures throughout the study. This plan will focus on a review of project deliverables.

F.3 Meetings

An allowance for 3 additional meetings in Grand Island with City staff or Council meetings. Includes meeting preparation, travel, and preparation of meeting minutes.

III. Schedule

This scope of services is assumed to be executed between November 2018 through July 2019.

Schedule of various tasks will be done in coordination with the information needed for the public open house periods outlined in section E.

IV. Additional Work

Subsequent work elements for additional studies, design, or construction phase services are not included and could be supplemented to this contract as they become defined.

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc.

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER 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, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability,

and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of

expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable

laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

Scope and Fee Summary

**Broadwell Avenue & UPRR Grade Separation Feasibility Study
City of Grand Island**

TASK	Principal	Project Manager	Sr. Engineer Sr. Scientist	Engineer Scientist	Sr. Geotech Engineer	Public Involvement	Designer/ Technician	Project Controller	TOTAL	
A. Base Mapping										
1. Base Mapping Creation			2				24		26	
2. Utility Mapping			2				12		14	
Subtotal	0	0	4	0	0	0	36	0	40	\$6,727.14
B. Alternative Development										
1. Concepting Workshop		8	8	28					44	
2. Alternative Development		8	32	74			80		194	
3. Bridge Concept Plans			42	36			36		114	
4. Closures			8				12		20	
5. Utility Conflicts				12			12		24	
6. Cost Estimate		4	16	30			8		58	
7. Study Report		4	16	60			32		112	
Subtotal	0	24	122	240	0	0	180	0	566	\$87,881.97
C. Traffic Evaluation										
1. Data Collection			4	12					16	
2. Traffic Analysis			16	108					124	
3. Safety Analysis			8	56					64	
4. Grade Crossing Safety Analysis			6	40					46	
5. Traffic & Safety Documentation			6	40					46	
Subtotal	0	0	40	256	0	0	0	0	296	\$42,365.76
D. Environmental										
1. Obtain / Compile Project GSI Data			2				12		14	
2. Conduct Site Visit			8	8			2		18	
3. Constraint Mapping			26				6		32	
4. Conditions Assessment			2				4		6	
5. Study Report			8				4		12	
Subtotal	0	0	46	8	0	0	28	0	82	\$16,311.41
E. Stakeholder and Community Engagement Scope										
1. Engagement Plan							76		76	
2. Project Webpage							40		40	
3. Public Information Meeting		8	8				68		84	
4. Landowner/Business One-on-One Meetings							20		20	
5. Media Briefing							34		34	
6. Social media content/graphic support							15		15	
7. Online Public Meeting							64		64	
Subtotal	0	8	8	0	0	317	0	0	333	\$33,333.76
F. Project Management and Coordination										
1. Project Management and Coordination	2	60						8	70	
2. Quality Control			36						36	
3. Meetings		18	32						50	
Subtotal	2	78	68	0	0	0	0	8	156	\$33,265.67
TOTAL HOURS	2	110	288	504	0	317	244	8	1473	\$217,825.65

FEE SUMMARY

CLASSIFICATION	TOTAL HOURS	LABOR COST
Principal	2	\$548
Project Manager	110	\$22,526
Senior Engineer	288	\$65,949
Engineer	504	\$65,256
Sr. Geotech Engineer	0	\$0
Public Involvement	317	\$29,764
Designer / Technician	244	\$32,609
Project Controller	8	\$1,173
TOTAL LABOR COST	1473	\$217,825

II. Estimated Direct Project Expenses

	QUANT	UNIT	UNIT COST	TOTAL COST
Mileage	1200	miles	\$0.55	\$660
Prints - 8.5" x 11" Black and White	200	Sheets	\$0.05	\$10
Prints - 8.5" x 11" Color	200	Sheets	\$0.45	\$90
Prints - 11" x 17" Black and White	100	Sheets	\$0.10	\$10
Plots - 22" x 34" Black and White	50	Sheets	\$0.55	\$28
EDR Report (hazardous materials data report)	1	each	\$400.00	\$400
Translation Services (VIA) (for handouts and displays)	1	each	\$1,500.00	\$1,500
Postcard Invitations	500	each	\$1.50	\$750
Display Boards	10	each	\$100.00	\$1,000
Handouts	150	each	\$0.90	\$135
Comment Forms	150	each	\$0.09	\$14
URL	1	each	\$200.00	\$200
Business Cards	25	each	\$1.00	\$25
Meals	12	meals	\$10.00	\$120
Scroll Plots	10	Each	\$24.00	\$240
TOTAL ESTIMATED DIRECT EXPENSE				\$5,181

III. Subconsultant Expenses

Milovision	\$3,654.00
TOTAL SUBCONSULTANT EXPENSES	\$3,654

IV. TOTAL FEE NOT TO EXCEED

\$226,660