



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of MARCH 12, 2019 ("Effective Date") between City of Grand Island ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

North Road Paving Improvements – 13th Street to Highway 2 ("Project").

JEO Project Number: 190020.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

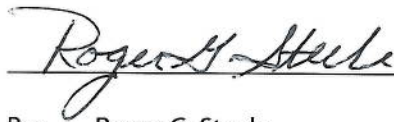
4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Grand Island

Engineer: JEO Consulting Group, Inc.





By: Roger G. Steele

By: Ryan C. Kavan, PE

Title: Mayor

Title: Project Manager

Date Signed: MARCH 12, 2019

Date Signed: March 4, 2019

Address for giving notices:

Address for giving notices:

City Hall

JEO Consulting Group, Inc.

100 E. First St.

308 West 3rd Street

Grand Island, NE 68801

Grand Island, NE 68801

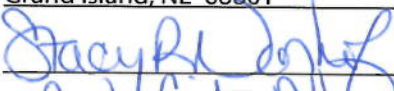

Asst. City Attorney

EXHIBIT A
Scope of Services
Grand Island North Road
JEO Project No. 190020.00

PROJECT UNDERSTANDING:

The primary objective of this project is to improve North Road from the recently completed roundabout at 13th Street north to Nebraska Highway 2. Proposed improvements include concrete roadway paving with curb and gutter, evaluation of paving width, geotechnical investigation, Right-of-Way/Easement acquisition, storm drainage improvements, evaluation of sidewalk construction, and evaluation of potential roundabouts at the State Street and Capital Avenue intersections along North Road.

SCOPE OF SERVICES:

1 PHASE 1: PROJECT MANAGEMENT:

1.1 GENERAL PROJECT MANAGEMENT

- a. Coordinate kick-off meeting to be held with City Staff and JEO Staff.
- b. Coordination.
 - i. Coordination with internal teams
 - ii. Management of project scope of services and schedule.
 - iii. Coordination with sub consultants.
 - iv. Coordination with ancillary jurisdictions.
 1. These include Northwest High School, Grand Island Utilities, and Nebraska Department of Transportation District 4.
- c. Project Invoicing of work completed by JEO staff and subconsultants monthly.
- d. Monthly progress reports to be submitted with invoices monthly.

2 PHASE 2: STUDY AND REPORT

2.1 DATA COLLECTION

- a. Coordinate Utility Locates with one-call.
- b. Perform Topographic Survey of project corridor.
 - i. Includes side streets to approximately 150 outside of North Road ROW.
 - ii. Driveways back a minimum of 35' or to building face.
 - iii. Depths/Flowline elevations of storm sewer structures that can be opened within project limits, size of storm sewer pipes.
 - iv. Depths and size of sanitary sewer mains within project limits.
 - v. Utilities above grade.
 - vi. Utilities below grade that are identified by the utility owners from the One-Call locate request.
- c. Prepare Base Map of the topographic survey into AutoCAD for use in Design.
- d. Plat research or Right-of-way to be included in the Base Map.

2.2 GEOTECHNICAL INVESTIGATION

- a. Coordinate with Geotechnical Service Inc. to perform the following:

- i. 7 borings throughout the project between 13th Street and Nebraska Highway 2 to a depth of 10 feet.
- ii. 2 borings north of Capital Avenue to a depth of 20 feet for use in the sanitary sewer design and verify groundwater depth.
- iii. 1 boring south of Capital Avenue to a depth of 15 feet for verification of ground water elevation.
- iv. Logs of subsurface conditions encountered by field personnel.
- v. Laboratory analysis including:
 1. Up to 40 moisture content tests (ASTM D2216).
 2. 3 unconfined compression tests (ASTM D2166).
 3. 2 Atterberg Limits Tests (ASTM D4318).
 4. Actual type and number of tests will depend on the soil conditions encountered.
- vi. The results will be compiled into a report with the following information:
 1. Subsurface soil conditions, including depth and consistency of soil strata;
 2. Groundwater levels as observed during field work, excluding quantitative determinations of flow or dewatering rates;
 3. Site grading recommendations, including a discussion of anticipated excavations requirements;
 4. Pavement subgrade recommendations;
 5. Pavement design recommendations;
 6. Excavation considerations;
 7. Suitability of on-site material for structural fill;
 8. A map of the boring locations;
 9. Logs of the explorations; laboratory test results.
- vii. The report will be submitted in an electronic (PDF) format.

2.3 URBAN DRAINAGE DESIGN

- a. Perform hydrologic analysis to determine runoff conditions for the contributing drainage areas of the specified roadway improvements (up to 3 storm events such as 2, 5, 10 or 100-year). Hydrologic analysis to be generally based upon existing conditions hydrologic models developed as part of the Moore's Creek master plan, unless otherwise agreed upon with the City.
- b. Perform hydraulic analysis of key drainage features. Hydraulic analysis to be performed for the purpose of siting and sizing of drainage ditches, pipes and inlets to provide adequate drainage meeting the City's drainage requirements.
- c. A drainage technical memorandum will be prepared outlining the procedures and methods to support the drainage analysis and design.
- d. Based upon the results of the hydrology and hydraulics, a preliminary drainage plan will be developed and presented to the client as a part of the preliminary design.
- e. Feedback regarding the preliminary drainage plan will be requested from the City and will be incorporated into a revised plan. The revised drainage plan will be updated and included in the 60% design.

2.4 TRAFFIC STUDY

- a. Data Gathering/Field Review:
 - i. Existing information will be assembled (existing plans/as-builts, current or previous traffic counts, previous reports, etc.) to support the traffic analysis.
 - ii. Field review will include confirming existing intersection and roadway geometrics, traffic control device locations, etc.
- b. Traffic Data Collection:
 - i. City staff provided existing peak hour intersection turning movement counts for the intersections of North Road with State Street, Capital Avenue and Highway 2.
 - ii. While conducting field review activities, JEO staff will collect brief count data (for 15-30 minutes at school start and dismissal times) at the Northwest High School drives on North Road to assist with evaluation of possible access modifications.
 - iii. No other traffic count data will be collected.
- c. Existing Conditions Operational Analysis
 - i. The Consultant will conduct existing conditions intersection capacity analyses (unsignalized, signalized or roundabout as needed) for the intersections of North Road with State Street, Capital Avenue, Highway 2 and Northwest High School Drives on North Road using Synchro, Highway Capacity Software or SIDRA based on Highway Capacity Manual (HCM) analysis procedures.
 - ii. Applicable traffic signal warrants in the Manual on Uniform Traffic Control Devices (MUTCD) will be evaluated for major intersections.
- d. Develop Future (2045) Traffic Forecast
 - i. The Consultant will develop future year (2045) traffic forecasts for the corridor.
 - ii. Traffic forecasts will be developed based on review of historic growth rates along the corridor, review of available forecast data from the GIAMPO travel demand model, as well as review of planned land use development along the corridor.
 - iii. Future year intersection turning movement volumes will be developed by applying peak hour and directional distribution factors to forecast daily traffic volumes.
 - iv. Trip generation and distribution characteristics of planned land use along the corridor will be reviewed and considered, as appropriate, as the traffic forecasts are developed.
- e. Future Conditions Operational Analysis
 - i. The Consultant will conduct future conditions intersection capacity analyses (unsignalized, signalized or roundabout as needed) for the intersections of North Road with State Street, Capital Avenue, Highway 2 and Northwest High School Drives on North Road using Synchro, Highway Capacity Software or SIDRA based on Highway Capacity Manual (HCM) analysis procedures.
 - ii. Applicable traffic signal warrants in the Manual on Uniform Traffic Control Devices (MUTCD) will be evaluated for major intersections

- f. Safety Review
 - i. The Consultant will review crash data for the corridor for the most recent 3-year period, including major crash trends and contributing circumstances, to identify any mitigation strategies that should be considered in the design of the project.
 - ii. Access management will also be reviewed as part of the traffic analysis and conceptual design to determine if possible access management modifications should be considered
- g. Traffic Study Report
 - i. The Consultant will prepare a brief report summarizing the procedures, findings and recommendations of the traffic study

3 CONCEPTUAL DESIGN – 13TH STREET TO HIGHWAY 2:

3.1 UTILITY COORDINATION

- a. Determine Initial Utility Conflicts:
 - i. Based on the topographic survey base map, and proposed improvements including storm sewer, grading and potential Sanitary Sewer improvements, determine likely conflicts with existing utilities.
- b. Utility Pothole Verification:
 - i. Based on the initial utility conflicts identified, JEO will stake up to 30 locations for Diamond Engineering to pothole to determine depth of existing utility facilities.
 - ii. JEO will then survey the elevation of the located utility and incorporate into the Topographic base map.
- c. Coordinate with existing utilities:
 - i. JEO will host meetings with each of the Utility Owners and the City to discuss potential conflicts, impacts and how to address these issues.
 - ii. Two (2) meetings with each of the seven (7) anticipated utility owners is anticipated.
 - 1. Anticipating potentially 3 telecommunications companies.
 - 2. Anticipating 1 natural gas company.
 - 3. Anticipating 3 City utilities: Water, Sanitary Sewer and Electric (separate meetings with respective staff).
- d. Options for modifying the preliminary design to minimize impacts to existing utilities based on the outcomes of the meetings with the utilities, will be considered and discussed with City staff.
 - i. May include adjustments to sanitary sewer manholes to accommodate proposed street elevations, relocation of fire hydrants, water main lowering, adjusting storm sewer alignments or other changes to the preliminary design.
- e. Develop Initial Status of Utilities
 - i. This includes identified locations of existing utilities, specifically in areas of potential conflict.
 - ii. Commitments from the Utility owners of improvements they intend to make and schedule.

- iii. A finalized version will be available to be included in the final bidding documents.

3.2 30% COMPLETE DESIGN, FROM CAPITAL AVENUE TO HIGHWAY 2:

- a. Develop typical cross sections.
 - i. Starting with the City's typical 41-foot wide cross section for North Road, Capital Avenue and State Street.
 - ii. Consider revisions to the standard typical section as may be needed to reduce impacts to the existing right-of-way or existing utilities.
- b. Develop Conceptual Storm Sewer Layout based on the Drainage Study results.
- c. Develop Conceptual sanitary sewer plans
 - i. Preliminary Sanitary Sewer Design from existing Sanitary Sewer north to existing private Lift Station in Northview Subdivision.
 - ii. Proposed Sanitary Sewer Main is to be 15" PVC. City to provide JEO with desired sanitary sewer size and material.
 - iii. Review the survey data in comparison to the sewer main alignment.
 - iv. Prepare a 30% complete set of proposed sanitary sewer alignment plans (Conceptual Design). These plans will show a plan and profile view showing a proposed alignment and sewer main depths. These plans will not contain any build notes or specifications.
 - v. Attend up to 2 meetings with City staff to discuss the Sanitary Sewer portion of the project.
- d. Develop Conceptual Landscaping Plans.
 - i. Develop a landscape conceptual plan for two roundabouts (North Road and State Street and North Road and Capital Avenue). May include landscaping of the approaches into the roundabouts.
 - ii. Review the preliminary landscape plan with the City.
 - iii. Prepare a preliminary cost opinion to the City
 - iv. Update the conceptual plan based on comments from the City.
 - v. The landscape plan is not proposed to be in the final bid documents and is not proposed to be shown as a final design.
- e. Develop Profile, Alignment and Corridor in AutoCAD Civil 3D.
 - i. Develop a preliminary profile with the intent of eliminating roadside ditches along the majority of the corridor.
 - ii. Develop a preliminary alignment, that may not be centered within the existing Right-of-way to minimize impacts to utilities and/or the existing right-of-way.
 - iii. Develop a preliminary corridor based on the proposed typical sections, alignments and profiles.
- f. Perform Construction Phasing and Constructability Review
 - i. Conduct an initial review of how the project north of Capital Avenue may need to be phased to accommodate construction and access to adjoining property owners.
 - ii. Initial phases of construction and temporary access to properties will be developed.
- g. Identify impacts to properties from proposed improvements.

- i. Drafting of needed acquisitions limits based on grading limits, drainage improvements, sidewalk improvements, driveway reconstruction limits, intersection improvements and other elements of the project.
 - h. Create a preliminary plan set, Including:
 - i. Preliminary plan and profile sheets showing the proposed alignment and profile and proposed limits of construction
 - ii. Preliminary storm sewer plan sheets.
 - iii. Storm Sewer Cross Sections
 - 1. These sheets are for JEO and City review purposes to verify potential utility conflicts and pavement clearance. This set of plans sheets will not be advanced to the final plan documents.
 - iv. Preliminary Construction & Removal Sheets to establish preliminary quantities.
 - i. Prepare a 30% opinion of Probable Cost.
 - j. Conduct an internal 30% QA/QC review of plan documents to date.
 - k. Conduct a 30% plan set review meeting with City Staff. Only one meeting will be held to discuss both the 3.2 and 3.3 30% design tasks.
 - l. Revise 30% conceptual plans based on comments from meeting with City Staff.
- 3.3 **30% COMPLETE DESIGN, FROM 13TH STREET TO CAPITAL AVENUE:**
 - a. Develop typical cross sections.
 - i. Starting with the City's typical 41-foot wide cross section for North Road, Capital Avenue and State Street.
 - ii. Consider revisions to the standard typical section as may be needed to reduce impacts to the existing right-of-way or existing utilities.
 - b. Develop Conceptual Storm Sewer Layout based on the Drainage Study results.
 - c. Develop Conceptual Landscaping Plans.
 - i. Develop a landscape conceptual plan for two roundabouts (North Road and State Street and North Road and Capital Avenue). May include landscaping of the approaches into the roundabouts.
 - ii. Review the preliminary landscape plan with the City.
 - iii. Prepare a preliminary cost opinion to the City
 - iv. Update the conceptual plan based on comments from the City.
 - v. The landscape plan is not proposed to be in the final bid documents and is not proposed to be shown as a final design.
 - d. Develop Profile, Alignment and Corridor in AutoCAD Civil 3D.
 - i. Develop a preliminary profile with the intent of eliminating roadside ditches along the majority of the corridor.
 - ii. Develop a preliminary alignment, that may not be centered within the existing Right-of-way to minimize impacts to utilities and/or the existing right-of-way.
 - iii. Develop a preliminary corridor based on the proposed typical sections, alignments and profiles.
 - e. Perform Construction Phasing and Constructability Review
 - i. Conduct an initial review of how the project south of Capital Avenue may need to be phased to accommodate construction and access to adjoining property owners.

- f. Identify impacts to properties from proposed improvements.
 - i. Drafting of needed acquisitions limits based on grading limits, drainage improvements, sidewalk improvements, driveway reconstruction limits, intersection improvements and other elements of the project.
- g. Create a preliminary plan set, Including:
 - i. Preliminary plan and profile sheets showing the proposed alignment and profile and proposed limits of construction and major proposed improvements including pavement and storm sewer
- h. Prepare a 30% opinion of Probable Cost.
 - i. Conduct an internal 30% QA/QC review of plan documents to date.
 - j. Conduct a 30% plan set review meeting with City Staff. Only one meeting will be held to discuss both the 3.2 and 3.3 30% design tasks.
 - k. Revise 30% conceptual plans based on comments from meeting with City Staff.

3.4 STAKEHOLDER AND COMMUNITY ENGAGEMENT:

- a. Public Involvement Planning and Project Update Meetings:
 - i. JEO will meet with project team members to develop public involvement strategies (1 meeting).
 - ii. JEO shall be responsible for distributing meeting invitations, coordinating meeting locations, and preparing meeting minutes.
 - iii. JEO will provide periodic public involvement updates and coordination with city staff.
 - iv. 1 meeting is planned in person with City Staff and Community Engagement personnel. Community Engagement personnel will be available to join design/progress meetings via conference calling (3 anticipated).
- b. Public Involvement Plan:
 - i. JEO will develop a public involvement plan for review and approval by project team members.
 - ii. The plan should include dates of anticipated meetings, anticipated forms of communication with the public (i.e. website, newsletter, door hangers, etc.), and a database of adjacent property owners and other project stakeholders.
 - iii. All information to be sent to the public or posted to the web shall be reviewed by the City's Project manager prior to distribution.
 - iv. The information will be submitted for review a minimum of one week prior to publication.
 - v. Coordination with the North Road – South Project design team will include conference calls to discuss coordination of materials, displays, information and background of the projects with JEO, the City and the Project Engineer team for the Old Potash to 13th Street project.
- c. One-on-One and/or Small Group Stakeholder Meetings:
 - i. JEO will meet with individuals who are significantly affected by the project as needed.
 - ii. These meetings will be conducted separate from public open house meetings
 - iii. Up to twelve (12) total one-on-one and/or small group stakeholder meetings are anticipated
- d. Open House Public Meeting (1 Meeting) and Public Information Materials:

- i. JEO will schedule, arrange, and facilitate One public open house. The focus of the meeting would introduce design concepts to the public along with identifying the needs along the corridor. JEO shall draft a notice of the open house to be reviewed by the City's Project Manager, who will coordinate with the media.
 - ii. JEO shall prepare up to 4 project fact sheets, up to 4 table top displays, sign-in sheets, signage and public notices for the open house meeting.
 - iii. During the public meeting, City staff and JEO will be available to answer questions and receive comments. JEO will provide and maintain a sign-in list and comment forms for the open houses and prepare a written summation of the oral and written comments received. JEO shall provide follow-up to questions or comments provided at the public meetings.
 - iv. One single open house public meeting (1 meeting) is intended to be held for both the North Road – North Project (JEO) and the North Road – South Project design team. Levels of coordination of presentation materials and background will be established during the Public Involvement Planning task.
- e. Public Notification and Informational Materials and Social Media.
- i. JEO will develop public information content throughout the course of the project. This content will be provided as needed for the city to use through its normal social media and other public notification methods. JEO shall also develop other informational material such as door hangers, postcards, or individual letters to property owners as requested by the City's Project Manager. All informational materials shall be reviewed and approved by the City's Project Manager prior to printing.
 - ii. JEO will coordinate with the City's Project Manager to provide project information for placement on the City's website. JEO shall review the web site at a minimum on a monthly basis to make sure the content is still accurate and will post/update open house information within 48 hours of open houses being scheduled.
- f. Final Public Involvement Report Documentation:
- i. JEO will write a final report documenting the public involvement process. The report shall include tools and techniques utilized, numbers of citizens participating, meeting minutes, a list of meeting attendees, and general description of public reaction.

4 FINAL DESIGN – CAPITAL AVENUE TO HIGHWAY 2

4.1 90% COMPLETE DESIGN:

- a. Incorporate 30% plan comments from City, Plan-in-hand meeting and QA/QC reviews.
- b. Advance Sanitary Sewer plans to Final Plans
 - i. Final Design is anticipated for approximately 700 feet north of Capital Avenue to approximately the North lot line of the Primrose property in the NE quadrant of Capital Avenue and North Road.

- ii. Final Design for an extension from the dry 10" interceptor sanitary sewer from the Northview Subdivision Lift Station to a new manhole anticipated to be on the east side of North Road for a future interceptor to connect into.
 - iii. Abandonment or other work of the existing Lift Station is not included.
 - iv. Prepare submission for final review by the City.
 - v. Prepare submission for review by the Nebraska Department of Environmental Quality.
 - c. Review Constructability and design temporary construction measures for phasing:
 - i. Evaluate options for maintaining access to the properties during construction.
 - ii. Evaluate options for minimizing construction activities along the Grand Island Northwest High School property during the school year.
 - d. Coordination with Utilities of 90% plans.
 - e. Create 90% Plan Set to include the following plan sheets:
 - i. Typical Cross Sections
 - ii. Geometrics Joints and Grades
 - iii. Drainage Plans
 - iv. Erosion Control and Final Grading Plans
 - v. Plan and Profile
 - vi. Construction Plans
 - vii. Removal Plans
 - viii. Detail Plans
 - 1. Grand island Standard Plan Sheets will be used as much as possible.
 - 2. Develop needed details for elements not covered by Grand Island Standard Plans.
 - ix. Temporary Traffic Control Plans
 - 1. Includes construction phasing
 - 2. Includes Construction Detour Routes
 - x. Permanent Traffic Control Sheets
 - 1. Includes recommended signage installation
 - 2. Includes pavement markings
 - f. Prepare 90% Opinion of Probable Cost
 - g. Prepare Special Provisions
 - i. Grand Island Standard Specifications will be utilized.
 - ii. Special Provisions will be developed for items of work not included in the Grand Island Standard Specifications.
 - h. Prepare updated Status of Utilities.
 - i. Conduct an internal 90% QA/QC review
 - j. Conduct a 90% plan set review meeting with City Staff.
- 4.2 **PERMITTING:**
 - a. Complete a Flood Zone Permit for proposed work for flood plain administrator approval.
 - b. Complete a Nebraska Department of Transportation permit for proposed work

within NDOT (Highway 2) Right-of-way for the City to submit to NDOT for approval.

4.3 RIGHT-OF-WAY ACQUISITION:

- a. Draft exhibits of easements, temporary and/or permanent, and Right-of-Way exhibits for needed acquisition.
 - i. Temporary Easements, Permanent Easements and Right-of-Way to be acquired will be shown on a single exhibit per property/owner as identified from Title Search.
 - ii. A total of 36 exhibits are anticipated to be drafted for individual properties along this project.
- b. Title Research
 - i. A title search will be performed on an estimated thirty-six (36) properties that may be impacted to determine fee ownership and liens and encumbrances which affect the title.
- c. Appraisal Report
 - i. Preparation of an estimated thirty-six (36) appraisal reports which will provide a value for impacts to properties and the portion that may be acquired.
- d. Acquisition:
 - i. Acquisition of easements or right-of-way is anticipated on up to thirty-six (36) properties.
 - ii. Midwest Right-of-Way Services acquisition agents will make every effort to understand the project's objective and the project's impact on each property before meeting with individual property owners. They will prepare all documents, present and explain the offers answer all acquisition-related questions, and secure signatures from all interested parties. They will explain the construction plans to each owner and will also explain the effect of the project on their property. Our agents will attempt to meet with each property owner at least three times if necessary.
 - iii. The goal is to acquire the necessary right-of-way through amicable negotiations.
 - iv. If Condemnation is required, Midwest Right of Way Services will deliver the parcel file to the City of Grand Island and be available for consultation or condemnation testimony.
- e. Relocation Assistance Services:
 - i. Relocations agents will provide relocation assistance and advisory services in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and the Nebraska Relocation Assistance Act.
 - ii. The relocation agent will meet with the City to review the program and discuss the scope of work before beginning any activities relating to relocation assistance.
 - iii. They will follow the general procedures, provide services, create and maintain records and submit report and status reports as required by the State.

- iv. The tasks involved with relocation activities include initial interviews with displacees, preparation of studies, presentation of offers, inspecting replacement properties, attending closings, monitoring moves, processing and reviewing claims, and providing advisory services.
- v. One (1) potential relocation assistance is included. No individual property has been identified as needing this service at the time of the creation of this scope but may become needed as the project progresses through the design phases.

4.4 DESIGN FINALIZATION PROCESS

- a. Finalize plans based on 90% plan review comments.
 - i. Necessary changes from the acquisition of easements and right-of-way will be incorporated into the plans at this time.
 - ii. The plan sheets identified in Phase 5.1 will be included in the final plan set for bidding.
- b. Finalize Status of Utilities
- c. Finalize Opinion of Probable Costs
- d. Finalize special provisions based on 90% review comments and right of way and easement acquisitions.
- e. Create Construction Documents, signed and sealed by Professional Engineers licensed in the State of Nebraska
- f. Provide (3) sets of printed final plans to the City on 11x17 paper plan sets and a PDF version of all signed plan sheets.
- g. Provide final drawings in AutoCAD 2017 format for the City's records.

5 BIDDING AND NEGOTIATION

5.1 BIDDING AND NEGOTIATION

- a. Furnish Copies of Plans, Specifications, Status of Utilities, and spreadsheet of bid items, to the City for the City to incorporate into a bid package and contract documents.
 - i. The City shall issue the bidding documents.
 - ii. The City's standard specifications shall be the utilized for the technical specifications and general conditions of the bid package.
 - iii. JEO will provide special provisions to supplement the City's specifications
 - iv. JEO will provide in excel format a quantity sheet for the City to incorporate into a bid form.
 - v. The City's standard contract documents shall be utilized and completed by City Staff.
 - vi. JEO will provide in PDF format the signed/sealed plan sheets for the City to include in the bid package.
- b. Respond to inquiries from prospective bidders.
 - i. JEO will assist the City with responding to bidders' questions during the bidding process.
 - ii. Assist the City in issuing an addendum during the bidding process as may be necessary to ensure complete and accurate bidding.

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- c. Assist the City in securing construction bids.
 - i. JEO shall attend the bid opening with the City
- d. Tabulate and analyze Construction bids
- e. Review the received bids with the City.
- f. Prepare a letter of Recommendation for project award approval to the City.

EXCLUSIONS:

- Corps 404, wetland delineation or other environmental permitting.
- SWPPP preparation, administration and inspections.
- Construction Services (to be negotiated later).
- Relocation services or acquisition services beyond the number of properties identified.
- Any permit fees associated with permit applications
- Special meetings and meetings not outlined in the Scope of Services
- Updates to water, sanitary sewer, storm sewer and electrical or other services maps or GIS database.
- Sizing calculations of the proposed sanitary sewer main.
- Traffic Signal Design

SUBCONSULTANTS:

- Diamond Engineering – Utility Potholing
- RDG Planning & Design – Landscape design in and near roundabouts
- GSI Engineering, LLC – Geotechnical Evaluation and Pavement Design recommendations.
- Midwest ROW Services, Inc. – Right-of-Way Acquisition services.

SCHEDULE:

NTP: March 13, 2019

2.1	Data Collection Capital Avenue to Highway 2	March 14 through April 15
2.2	Data Collection 13th Street to Capital Avenue	April 1 through May 1
2.3	Geotechnical Investigation	March 14 through April 15
2.4	Urban Drainage Study	March 14 through April 15
2.5	Traffic Study	March 14 through April 15
3.1	Utility Coordination	April 15 through June 15
3.2	30% Design – Capital Avenue to Highway 2	April 15 through June 15
3.3	30% Design – 13th Street to Capital Avenue	May 1 through July 1
3.4	Stake Holder and Community Engagement Tentative Public Meeting	March 14 through August 1 July 15*
	*Subject to coordination with the North Road – South project design team.	
4.1	90% Complete Design	July 1 through September 1
4.2	Permitting	September 1 through October 1
4.3	ROW Acquisition Easement Descriptions ROW Negotiations	August 1 through September 1 September 1 through December 1**
	**Subject to successful negotiations.	
4.4	Final Design	November 1 through December 15
5.1	Bidding and Negotiating	December 15 through January 31***
	***Subject to council dates and advertisement. Exact bidding dates will be determined during the final design.	

PROJECT FEE SUMMARY:

Phase 1 Project Management	\$47,465.00
Task 1.1 Project Management.....	\$47,465.00
Phase 2 Study and Report	\$99,700.00
Task 2.1 Data Collection Capital Ave. to Highway 2	\$28,470.00
Task 2.2 Data Collection 13th St. to Capital Ave.	\$37,920.00
Task 2.3 Geotechnical Evaluation.....	\$3,685.00
Task 2.4 Urban Drainage Study	\$14,160.00
Task 2.5 Traffic Study.....	\$15,465.00
Phase 3 Conceptual Design 13 th to HWY 2.....	\$220,880.00
Task 3.1 Utility Coordination	\$48,955.00
Task 3.2 30% Design Capital to Highway 2	\$72,255.00
Task 3.3 30% Design 13th to Capital	\$45,610.00
Task 3.4 Stakeholder and Community Engagement	\$54,060.00
Phase 4 Final Design.....	\$302,270.00
Task 4.1 90% Complete Design	\$111,940.00
Task 4.2 Permitting	\$1,455.00
Task 4.3 ROW Acquisition.....	\$162,285.00
Task 4.4 Design Finalization Process	\$26,590.00
Phase 5 Bidding and Negotiation.....	\$6,505.00
Task 5.1 Bidding and Negotiation.....	\$6,505.00
TOTAL.....	\$676,820.00

All fees are hourly not to exceed the contract total.

JEO

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

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same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of

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engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

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14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.