



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

THIS IS AN AGREEMENT effective as of January 9, 2024 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:

Grand Island South Locust Trail ("Project").

JEO Project Number: 231693.00

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 fee for the Project is: \$98,925
- C. 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:

Roger G. Steele

By:

Roger G. Steele

Title:

MAYOR

Date Signed:

1-24-2024

Address for giving notices:

PUBLIC WORKS Administration

100 E 1<sup>st</sup> St.

GRAND ISLAND, NE 68801

*Approved by  
Santise City Attorney  
1/22/24*

Engineer: JEO Consulting Group, Inc.

Andrew Wilshusen

By: Andrew Wilshusen

Title: Project Manager

Date Signed: 1/5/2024

Address for giving notices:

JEO Consulting Group, Inc.

308 West 3<sup>rd</sup> Street

Grand Island, NE 68801



**SCOPE OF SERVICES:  
Exhibit A**

**PROJECT DESCRIPTION:**

Grand Island, NE: The project will consist of approximately 16,900 linear feet of a 10'-wide concrete trail. The trail will extend from the existing trail system at the Wood River divergent channel and South Locust, south along the west side of South Locust approximately 16,900 linear feet, including providing decking for the proposed trail on two existing bridge structures. This agreement is to conduct a preliminary design with an opinion of costs to help support future applications for trail funding.

**1 PROJECT MANAGEMENT & MEETINGS**

- 1.1 Provide Project Management throughout all Phase of this project, to include:
  - 1.1.1 Coordination of all design disciplines including communication of all tasks and transfer of documents between disciplines to minimize errors. This effort shall include conducting bi-weekly internal meetings.
  - 1.1.2 Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
  - 1.1.3 Provide oversight to ensure scope of services and schedule is met.
  - 1.1.4 Work with disciplines to identify potential risks and how to mitigate those risks.
  - 1.1.5 Review billed hours by design team and prepare invoice statements for Owner.
- 1.2 Attend and facilitate Initiation/Kick-off meeting with Owner (1 meeting). Meeting review to include:
  - 1.2.1 Review the scope, schedule, and project requirements.
  - 1.2.2 Collect additional information about the City of Grand Island's Trail system and review the available data.
  - 1.2.3 Review the proposed locations of the trail route.
  - 1.2.4 Engineer will also ask for any specific requirements or concerns from the Owner about the project.

**2 TOPOGRAPHIC SURVEY**

- 2.1 Engineer will schedule and obtain a topographic survey containing the following:
  - 2.1.1 Survey the locations of all visible physical features (i.e.: concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, etc.) within the proposed project limits.
    - 2.1.1.1 Topographic survey shall be truck mounted Lidar supplemented with GPS and Total Station equipment for property corners, utilities and other items the Lidar cannot obtain.
  - 2.1.2 Create an electronic drawing using AutoCAD illustrating elevations, site features, property boundaries, and existing utilities resulting from the surveys performed.

- 2.1.3 Collect available property pins and/or sections corners.
- 2.1.4 Collect ground physical elevations and features along the proposed trail alignment.
- 2.2 Surveyor will make a "One Call" for utility locates to be marked in the project corridor and together with other survey data, will map existing site conditions within the electronic drawing. Any public infrastructure shall be clearly identified in the field through the One Call for collection by JEO survey staff and incorporation into the electronic drawing.

### **3 UTILITY COORDINATION**

- 3.1 Review existing private and city utilities in the are of the proposed trail to identify any potential conflicts.
- 3.2 Review/coordinate with GIUD on potential tie-in locations for proposed lighting.

### **4 DRAINAGE**

- 4.1 Perform hydrologic analysis to determine runoff conditions for the contributing drainage areas of the specified trail improvements for up to two (2) storms.
- 4.2 Perform hydraulic analysis for drainage structures only. Hydraulic analysis to be performed for the purpose of siting and sizing of the drainage ditches, pipes, and culverts to provide adequate drainage meeting City's drainage requirements.
- 4.3 NDOT's drainage design manual will be utilized as the primary guide for determining storm culvert sizing.

### **5 BRIDGE CONCEPTS/COST OPINIONS**

- 5.1 Review of existing data and design requirements.
- 5.2 JEO will evaluate up to two (2) bridge options at each crossing.
- 5.3 Provide a memo summarizing the two bridge options, including two conceptual level bridge cost opinions.
- 5.4 Two proposed bridges options:
  - 5.4.1 Prefabricated Steel Truss Option
    - 5.4.1.1 A link to one supplier will be provided with truss style options for consideration. One truss style will be assumed for the cost opinion memo.
    - 5.4.1.2 Truss style determines the railing style/aesthetics options.
    - 5.4.1.3 One 3D rendering will be included with an assumed truss style selected by JEO. Renderings will be modifications of the renderings provided in JEO's project proposal.
  - 5.4.2 Prestressed Concrete Girder Option
    - 5.4.2.1 Most economical girder option between NDOT standard IT girder or NU girder will be presented in the prestressed concrete girder option.
    - 5.4.2.2 A supplementary railing/aesthetics memo with railing cost estimates will be provided. One railing style will be assumed for the cost opinion memo.
    - 5.4.2.3 One 3d rendering will be included with the most economical prestressed girder and a railing style assumed by JEO. Renderings will be modifications of the renderings provided in JEO's project proposal.

### **6 TRAIL 30% DESIGN**

- 6.1 Review of existing data and design requirements.

- 6.2 Prepare 30% complete preliminary plans, to include:
  - 6.2.1 Cover sheet and general location maps
  - 6.2.2 Survey control sheets
  - 6.2.3 Removal plan
  - 6.2.4 Concrete trail paving plan and preliminary profile
  - 6.2.5 Storm sewer drainage structures (Plan view only)
  - 6.2.6 ROW sheets identifying proposed temporary and permanent easements
  - 6.2.7 Typical section(s) of trail
- 6.3 Prepare a 30% complete opinion of probable construction cost.
- 6.4 Perform an internal quality assurance/quality control (QA/QC) review of the preliminary plans.
- 6.5 Conduct a review with the Owner to confirm the proposed layout, survey information, and opinion of probable construction cost. (One meeting)

## **7 ELECTRICAL CONCEPT/COST OPINIONS**

- 7.1 Coordinate with owner for luminaire type.
- 7.2 Coordinate with owner for extent of trail lighting
- 7.3 Develop design concept (proposing lights at intersection crossings)
- 7.4 Prepare a 30% complete opinion of probable construction cost.

## **8 ENVIRONMENTAL REVIEW**

- 8.1 Conduct a desktop review to determine environmental considerations that shall be addressed prior to the project construction. This includes but is not limited to researching publicly-available data and resources related to floodplains, wetlands, hydrography, threatened and endangered species, cultural/historical resources, and hazardous materials.
- 8.2 Summarize the desktop review in a memo.
- 8.3 Site Visit/Field Work:
  - 8.3.1 JEO will conduct a site visit to delineate all potential WOUS, including wetlands, in the study area. The on-site wetland delineation will be conducted in accordance with the 1987 USACE Wetlands Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0). Information pertaining to vegetation, soils, and hydrology will be collected at paired data points (e.g., one wetland and one upland), with at least one set of paired data points for each aquatic resource observed on-site. Boundaries of all aquatic resources identified on-site will be recorded in the field using a hand-held GPS with sub-meter accuracy (e.g., Trimble DA2 and Field Maps for ArcGIS).
- 8.4 Wetland Delineation Report:
  - 8.4.1 Upon completion of the site visit, JEO will analyze and compile the field data into a wetland delineation report that will detail findings and identify potential WOUS, including wetlands, located in the study area. A copy of the report will be submitted to the Owner and City of Grand Island. The wetland delineation report will include the following:
    - 8.4.1.1 Project site location

- 8.4.1.2 Identification and mapping of boundaries for all recorded WOUS, including wetlands
- 8.4.1.3 Identification of the types of WOUS, including wetlands, present on-site (i.e., Cowardin classification and Nebraska Wetland Subclass)
- 8.4.1.4 Photographs of each sample point and all WOUS, including wetlands
- 8.4.1.5 USACE Wetland Determination Data Forms
- 8.4.1.6 Nebraska Stream Condition Assessment Protocol (NeSCAP) if applicable

**9 OWNER RESPONSIBILITIES**

- 9.1 Provide timely review of documents or requests for information.
- 9.2 Provide access to property to conduct proposed services
- 9.3 Provide contact information for utility companies within the right-of-way along the project route.

**10 FEE**

- 10.1 JEO proposes to provide the services defined above for the fees defined below:

<u>Task</u>	<u>Fee</u>
<b>Project Management &amp; Meetings</b> (Hourly)	<b>\$ 10,355.00</b>
<b>Topographic Survey</b> (Hourly)	<b>\$ 18,060.00</b>
<b>Utility Coordination</b> (Hourly)	<b>\$ 2,350.00</b>
<b>Drainage Review</b> (Hourly)	<b>\$ 8,780.00</b>
<b>Bridge Design</b> (Hourly)	<b>\$ 11,630.00</b>
<b>Electrical Design</b> (Hourly)	<b>\$ 3,370.00</b>
<b>Trail Design</b> (Hourly)	<b>\$ 35,190.00</b>
<b>Enviornmental Review</b> (Hourly)	<b><u>\$ 9,190.00</u></b>
<b>Total</b> (Hourly)	<b>\$ 98,925.00</b>

**11 PROGRESS PAYMENTS**

- 11.1 JEO will bill for services completed near the end of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.
- 11.2 Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).
- 11.3 Payments will be applied first to the interest then principal.
- 11.4 Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

**12 CONTRACT TIME**

- 12.1 JEO will work as expeditiously as possible, pending authorization from Owner, to complete the tasks in this scope of services.
- 12.2 JEO will have all work outlined in the scope of services completed by June 15, 2024
- 12.3 If the Basic Services covered by this Agreement have not been completed by August 1, 2024, through no fault of JEO, extension or adjustment of JEO's services beyond time shall be compensated as additional services.

**13 EXCLUSIONS**

- 13.1 Land rights and ownership research, platting, or related services
- 13.2 Floodplain, US Army Corps of Engineers Section 404, or other environmental permitting
- 13.3 Traffic study
- 13.4 SWPPP preparation, administration, and inspections
- 13.5 Any permit fees associated with permit applications
- 13.6 Special meetings and meetings not outlined in the Scope of Services
- 13.7 Signing, marking, and traffic control plans
- 13.8 Grant administration
- 13.9 Design beyond the 30% level
- 13.10 Bidding Services
- 13.11 Construction services
- 13.12 Easement description preparation and negotiations
- 13.13 Electrical distribution plat maps (existing and proposed)
- 13.14 Geotechnical Investigation

**14 REIMBURSABLE EXPENSES**

- 14.1 Typical reimbursable expenses are included in the lump-sum and cover: mileage for trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.
- 14.2 Other reimbursable expenses shall be billed at 110% of their cost. None are anticipated within this scope of services.

**15 ADDITIONAL TERMS**

- 15.1 The General Conditions are specified in Exhibit B.