

PROFESSIONAL SERVICES AGREEMENT

PB AGREEMENT NO. ___

THIS Agreement is made and entered into this 23rd day of April, 2013,
by and between City of Grand Island, with offices at 100 East First Street, Grand Island, NE
68801 (hereinafter called the "CLIENT"), and Parsons Brinckerhoff, Inc. a New York corporation,
with offices at 1225 'L' Street, Lincoln, NE 68508 (hereinafter called "PB").

WITNESSETH THAT:

WHEREAS, the CLIENT desires professional engineering services (hereinafter called the
"SERVICES");

WHEREAS, the CLIENT has solicited the services of PB to evaluate bridge & retaining wall
conditions on the Eddy Street & Sycamore Street Union Pacific Railroad Underpass Bridges, City
of Grand Island, Nebraska (hereinafter called the "PROJECT");

WHEREAS, PB has submitted a proposal dated December 6, 2012 which outlined an approach
for such PROJECT; and

WHEREAS, the CLIENT on December 14, 2012 selected PB to perform the SERVICES;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually
agree as follows:

FIRST: EMPLOYMENT OF PB

The CLIENT retains and employs PB to act for and represent it in all engineering matters
involved in the performance of the SERVICES, subject to the terms, conditions, and stipulations
as hereinafter stated.

SECOND: PROJECT DESCRIPTION

The City of Grand Island requires determining the cost effectiveness of service life extension, rehabilitation or replacement options for the Eddy Street (North Front Street) and Sycamore Street (Front Street) bridges, associated abutment walls and retaining walls based on an additional 30-year service life. The services requested will require structural and corrosion investigations and evaluations.

THIRD: SCOPE OF SERVICES

PB shall render the SERVICES set forth in Exhibit A1 for the bridges and as set forth in Exhibit A2 for the retaining walls, attached hereto and made part of this Agreement.

FOURTH: COMPENSATION

For the performance of the SERVICES set forth in Article THIRD, the CLIENT shall reimburse PB for all costs, charges, and expenses incurred by PB in the performance of the SERVICES, shall pay an overhead allowance, and shall pay a fixed fee. PB's estimated total compensation includes reimbursable costs and an overhead allowance, plus a fixed fee. PB shall be compensated in an amount estimated to be One hundred sixteen thousand nine hundred fifty-nine dollars and eighty-seven cents (\$116,959.87) including a fixed fee of Four thousand eight hundred sixty dollars and ninety-five cents (\$4,860.95).

PB shall not be obligated to perform services or incur costs which would cause its total compensation under this Agreement to exceed \$116,959.87 nor shall the CLIENT be obligated to reimburse PB for costs or make payments which would cause the total compensation paid to PB to exceed \$116,959.87, unless and until the CLIENT shall have notified PB in writing that the total compensation has been increased and further specifies in such notice a revised total compensation amount against which the obligation of the parties hereto shall be payable in accordance with this Article.

FIFTH: PAYMENT

PB shall submit at the end of each four (4) week period invoices on PB standard form for reimbursable costs/ overhead allowance/ and fixed fee incurred in or before such period. Such invoices shall be paid to PB within fourteen (14) days of City Council approval. Payment will be remitted after approval of the claim by the City Council. The City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow time for evaluation and processing

PB invoices shall include the portion of the fixed fee that bears the same proportional relationship to the invoiced reimbursable costs and overhead allowance as the total fixed fee bears to the total estimated reimbursable costs and overhead allowance. Residual fixed fee shall be included in the final invoice.

SIXTH: DATA TO BE FURNISHED BY CLIENT

Data to be furnished by the CLIENT to PB at no cost to PB consist of existing plans and reports; furnish traffic control (signage, equipment and labor) to conduct site work.

SEVENTH: INDEPENDENT CONTRACTOR

PB represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CLIENT. PB, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of the CLIENT by reason of this Agreement.

EIGHTH: INSURANCE

PB shall effect and maintain insurance at its own cost and expense to protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of

professional services caused by errors, omissions, or negligent acts for which it is legally liable, each in the amount of \$1,000,000.

PB shall furnish the CLIENT with a certificate(s) of insurance showing PB has complied with this Article, which certificates shall provide that thirty (30) days written notification of cancellation of the policies shall be given to the CLIENT.

NINTH: INDEMNITY AND LIMITATION

PB shall indemnify, defend, and hold harmless the CLIENT from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of PB, its officers, employees, agents, or representatives in the performance of SERVICES under this Agreement. PB's liability to the CLIENT shall not exceed the total compensation received by PB hereunder, and PB shall in no event be liable in contract, tort, or otherwise, for any indirect or consequential damages, including but not limited to loss of estimated profits, loss of use, loss of revenue, cost of capital, loss of good will, or similar damages arising out of its performance of the SERVICES hereunder.

In the event of any reuse or other use by the CLIENT of the drawings, specifications, and other documents furnished by PB hereunder, the CLIENT shall indemnify, defend, and hold harmless PB from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused by, resulting from, or arising out of such reuse or other use.

TENTH: CHANGES AND EXTRA SERVICES

The CLIENT may make changes within the general scope of this Agreement. If PB is of the opinion that any proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, PB shall so notify the CLIENT of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. PB may initiate such notification upon identifying a condition which may change the SERVICES agreed to on the effective date of this Agreement, as set forth in Exhibit A1 and A2.

Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change. In the event that agreement cannot be reached by the parties hereto as to a particular change, the issue shall be resolved pursuant to Article SEVENTEENTH, DISPUTES.

The CLIENT may request PB to perform extra services not covered by the SCOPE OF SERVICES as set forth in Exhibit A1 and A2, and PB shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.

The CLIENT shall not be liable for payment of any extra services nor shall PB be obligated to perform any extra services except upon such written amendment.

ELEVENTH: DELAYS

PB shall perform its SERVICES with due diligence upon receipt of a written Notice to Proceed from the CLIENT. The CLIENT may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its SERVICES is delayed by causes beyond the reasonable control of PB, and without the fault or negligence of PB, the time and total compensation for the performance of the SERVICES shall be equitably adjusted by written amendment to reflect the extent of such delay. PB shall provide the CLIENT with written notice of delay, including therein a description of the delay and the steps contemplated or actually taken by PB to mitigate the effect of such delay.

TWELFTH: TERMINATION

This Agreement may be terminated by either party hereto upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CLIENT for its convenience or because the PROJECT has been permanently abandoned, but only upon fourteen (14) days written notice to PB.

In the event of termination, PB shall be compensated for all services performed and costs incurred up to the effective date of termination for which PB has not been previously compensated, plus termination expenses reasonably incurred.

Upon receipt of notice of termination from the CLIENT, PB shall discontinue the SERVICES unless otherwise directed and upon final payment from the CLIENT deliver to the CLIENT the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by PB in the performance of this Agreement, whether completed or in process.

THIRTEENTH: OWNERSHIP OF DOCUMENTS

The parties hereto agree that PB shall retain possession of all drawings, specifications, and other documents when its services have been completed. The CLIENT will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this PROJECT to be done by others, or on other projects, without the prior written consent of PB. Such consent shall stipulate what, if any, additional compensation shall be paid to PB for such reuse of documents by the CLIENT. In no event shall the receipt of such additional compensation operate as a waiver of PB's rights under Article NINTH, INDEMNITY AND LIMITATION.

FOURTEENTH: SUCCESSORS AND ASSIGNS

PB shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without the prior approval of the CLIENT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

FIFTEENTH: NONWAIVER

No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permitted assigns, in the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

SIXTEENTH: NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CLIENT: City of Grand Island
100 East First Street
Grand Island, NE 68801
ATTENTION: Scott Griepenstroh

TO PB: Parsons Brinckerhoff, Inc.
1225 'L' Street, Suite 502
Lincoln, NE 68508
ATTENTION: Scott Rathjen

SEVENTEENTH: DISPUTES

Any and all claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof which are not disposed of by mutual agreement of the parties hereto shall be submitted to arbitration conducted and governed by the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time of the execution of this Agreement. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

The party requesting such arbitration shall file notice of the demand for arbitration in writing with the other party hereto and with the American Arbitration Association in Hall County,

Nebraska. In no event shall the demand for arbitration be made after the date when institution of an action at law or in equity based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations. The award rendered at such arbitration shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Any such arbitration shall not include, by consolidation, joinder, or in any other manner, any additional persons not a party to this Agreement except by written consent signed by the parties hereto and such persons sought to be joined. Such consent shall be limited to the dispute described therein and the parties named therein.

EIGHTEENTH: APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

NINETEENTH: EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and PB and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

IN WITNESS WHEREOF, this Agreement has been executed by the CLIENT and PB, effective from the day and year first written above.

CITY OF GRAND ISLAND

By: 

(Name, Title)

Jay Vavrick, Mayor

4/23/2013

PARSONS BRINCKERHOFF, INC.

By: 

(Name, Title)

VICE PRESIDENT

D-8

05/12


Asst. City Attorney
4/18/13

Consulting Engineering Services Related
To
Grand Island Eddy Street & Sycamore Street Union Pacific
Railroad Underpass Bridges
City of Grand Island, Nebraska

Scope of Services

The City of Grand Island requires determining the cost effectiveness of service life extension, rehabilitation or replacement options for the Eddy Street (North Front Street) and Sycamore Street (Front Street) bridges and associated abutment walls based on an additional 30-year service life. The service request will require structural and corrosion investigations and evaluations. SCS, Inc. and CONCORR, Inc., as sub-consultants to PB, will perform corrosion engineering and related QA/QC services, respectively.

The following services will be required for the bridges to be analyzed:

1. Determine remaining bridge service life:
 - A. PB will perform a concurrent corrosion and structural engineering evaluation to identify structural system deterioration and deficiency types. The following services will be provided:
 1. Perform visual observation for evidence of foundation settlement.
 2. Perform concrete surface crack and delamination and steel corrosion evidence survey, clearly identifying location and extent of deficiencies.
 3. Perform field corrosion evaluation and deterioration modeling.
 - a. Identify steel corrosion and section loss and other critical reinforced concrete deterioration and remaining corrosion service life.
 - b. Identify practical corrosion mitigation actions.
 - c. Provide life cycle cost analysis.
 - d. In addition to SCS' QA/QC practices, CONCORR will provide independent desktop QA/QC of corrosion investigation and evaluation.
 - e. Submit independent bridge report.
 4. Identify and coordinate with the City all traffic control needs. (Traffic control to be provided by the City).
 5. Prepare drawings showing location, type and extent of deficiencies.
 - B. PB will perform a comprehensive substructure and superstructure engineering evaluation, excluding below roadway surface, to determine remaining service life and current condition load rating capacity.
 1. Identify critical structural conditions and City requirements for load rating capacity.
 2. Review existing load rating and perform current condition load rating capacity and compare to City requirements using LARS.

3. Identify all routine repair, rehabilitation or replacement needs for the substructure, excluding foundation, and superstructure components with the goal of an additional 30-year service life.
- C. PB will perform a comprehensive life cycle cost analysis considering repair, rehabilitation or replacement alternatives with the goal of delivering an additional 30-year service life and make recommendations for the City's review and concurrence.
- D. PB QA/QC activities
1. Observation of field operation activities.
 2. Field data collection activities for compliance with standard industry practice.
 3. Review of all deliverables including corrosion proposal and report, prior to submittal.
- E. Project Admin – This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the City; and maintain project records.
- F. Project Deliverables
1. Draft Assessment report for the analyzed bridges.
 - a. Condition of structures.
 - b. Rehabilitation options.
 - c. Economic analysis of cost options.
 - d. Recommendations for further analysis.
 2. Comment review and resolution for final reports.
 - a. Includes one revision to the report.
- G. Meetings
1. Coordination Meeting
 - a. Two traffic control meetings with City of Grand Island staff will be conducted and attended by two (2) PB staff.
 2. Report presentation to City of Grand Island, attended by two (2) PB staff.
- H. To be provided by City
1. All bridge and abutment wall information.
 2. City to supply traffic control for the cost effectiveness of the field operations. Traffic control to meet identified minimum daytime work schedule from 8:30 am to 3:30 pm, including weekends and excluding holidays. If traffic control is removed due to other City emergency issues, the schedule and cost may need to be revised and additional cost may apply.
 3. Event related or other field work restrictions.

I. Assumptions:

1. Per the City of Grand Island's direction, existing timber piles are assumed to be in good condition and assessment is not included in this study.
2. Scope does not include any coordination or permitting with the Union Pacific Railroad (UPRR).
3. Life Cycle Cost Analysis will utilize the most current Average Unit Price (AUP) from the Nebraska Department of Roads (NDOR) or other AUP available.
4. For purposes of the study, PB will evaluate and finding will be considered uniform at Eddy St. (Mill Drive) and Sycamore St. (Industry Overpass) locations at the direction of the City of Grand Island.

J. Schedule: Submittal of Final Report within 120 days from Notice to Proceed (NTP).
The City of Grand Island shall coordinate the NTP with PB to allow for completion within proposed time.

K. Cost Proposal: Exhibit 'B1'

Consulting Engineering Services Related
To
Grand Island Eddy Street & Sycamore Street Union Pacific
Railroad Underpass Retaining Walls
City of Grand Island, Nebraska

Scope of Services

The City of Grand Island requested from PB limited testing to determining the cost effectiveness of service life extension, rehabilitation or replacement options for the Eddy Street and Sycamore Street Union Pacific Railroad Underpass Retaining Walls based on a projected additional 30 year service life. This service request will require structural and corrosion investigations and evaluations. SCS, Inc. and CONCORR, Inc., as sub-consultants to PB, will perform corrosion engineering and related QA/QC services, respectively.

The following services will be required:

1. Determine remaining retaining wall service life:
 - A. PB will perform a concurrent corrosion and structural engineering evaluation to identify structural system deterioration and deficiency types. The following services will be provided:
 1. Perform visual observation for evidence of foundation settlement.
 2. Perform concrete surface crack and delamination and steel corrosion evidence survey, clearly identifying location and extent of deficiencies.
 3. Perform field corrosion evaluation and deterioration modeling.
 - a. Identify steel corrosion and section loss and other critical reinforced concrete deterioration and remaining corrosion service life.
 - b. Identify practical corrosion mitigation actions.
 - c. Provide life cycle cost analysis.
 - d. In addition to SCS' QA/QC practices, CONCORR will provide independent desktop QA/QC of corrosion investigation and evaluation.
 - e. Submit independent retaining wall report.
 4. Identify and coordinate with the City all traffic control needs. (Traffic control to be provided by the City).
 5. Prepare drawings showing location, type and extent of deficiencies.
 - B. PB will perform a comprehensive engineering evaluation, excluding below roadway surface, to determine remaining service life.
 1. Identify critical structural conditions.
 2. Identify all routine repair, rehabilitation or replacement needs for the retaining walls, excluding foundation, with the goal of an additional 30 year service life.

- C. PB will perform a comprehensive life cycle cost analysis considering repair, rehabilitation or replacement alternatives with the goal of delivering an additional 30 year service life and make recommendations for the City's review and concurrence.
- D. PB QA/QC activities
 - 1. Observation of field operation activities.
 - 2. Field data collection activities for compliance with standard industry practice.
 - 3. Review of all deliverables including corrosion proposal and report, prior to submittal.
- E. Project Admin – This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the City; and maintain project records.
- F. Project Deliverables
 - 1. Draft Assessment report for each retaining wall.
 - a. Condition of retaining walls.
 - b. Rehabilitation options.
 - c. Economic analysis of cost options.
 - d. Recommendations for further analysis.
 - 2. Comment review and resolution for final reports.
 - a. Includes one revision to the report.
- G. Meetings
 - 1. Coordination Meeting
 - a. Two traffic control meetings with City of Grand Island staff will be conducted and attended by two (2) PB staff.
 - 2. Report presentation to City of Grand Island, attended by two (2) PB staff.
- H. To be provided by City
 - 1. All retaining wall information.
 - 2. City to supply traffic control for the cost effectiveness of the field operations. Traffic control to meet identified minimum daytime work schedule from 8:30 am to 3:30 pm, including weekends and excluding holidays. If traffic control is removed due to other City emergency issues, the schedule and cost may need to be revised and additional cost may apply.
 - 3. Events related or other field work restrictions.
- I. Assumptions:
 - 1. For the purpose of this study, only a limited analysis will be completed on all retaining walls outside the footprint of all bridge across the underpass.

Exhibit 'A2'

2. Scope does not include any work under and coordination or permitting with the Union Pacific Railroad (UPRR).
 3. Life Cycle Cost Analysis will utilize the most current Average Unit Price (AUP) from the Nebraska Department of Roads (NDOR) or other AUP available.
 4. This work will be completed concurrently with the Bridge Deck Analysis.
 5. For purposes of the study, PB will evaluate a total of 200 feet of retaining wall, one – 100 foot section for each of the two locations. The City of Grand Island has directed PB that findings will be considered uniform for all retaining wall locations at Eddy Street and Sycamore Street underpasses.
- J. Schedule: Submittal of Final Report with 120 days from receipt of Notice to Proceed (NTP). The City of Grand Island shall coordinate the NTP with PB to allow for completion within proposed time.
- K. Cost Proposal: Exhibit 'B2'

