



CONSULTING SERVICES AGREEMENT

CLIENT	City of Grand Island	Project Name	Project 2 - Blaine Street Bridges
Address	City Hall, 100 East First Street Grand Island, NE 68802	Replacements	
Telephone	308-385-5444	Project Location	South Blaine Street
Client Contact	Terry Brown	Consultant PM	Steve Irons
Client Job No.	2014-B-1	Consultant Job No.	

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

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

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

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

- BY LUMP SUM: \$ _____.
- BY TIME AND MATERIALS: \$ _____.
- BY OTHER PAYMENT METHOD (See Attachment A): \$59,078.48.
- AS SHOWN ON SERIALLY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

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

BY: [Signature]
CLIENT
AUTHORIZED REPRESENTATIVE

BY: [Signature]
ALFRED BENESCH & COMPANY
AUTHORIZED REPRESENTATIVE

PRINT NAME: Jay Vavrick

PRINT NAME: Anthony Dirks, P.E.

TITLE: Mayor

TITLE: Vice President

DATE: 3/11, 2014

DATE: March 6, 2014

Stacy R. Wornhof
 Asst. City Attorney

BENESCH OFFICE: Lincoln
 ADDRESS: 825 J Street
Lincoln, Nebraska 68508

GENERAL CONDITIONS

SECTION I - SERVICES BY CONSULTANT

1.1 General

CONSULTANT shall provide services under this AGREEMENT only upon request of the CLIENT, and only to the extent defined and required by the CLIENT. These services may include the use of outside services, outside testing laboratories, and special equipment. Attachments to this AGREEMENT are as identified on the signature page to this AGREEMENT or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this AGREEMENT.

1.2 Scope of Services and Fees

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

SECTION II - PAYMENTS TO CONSULTANT

2.1 Method of Payment

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

2.2 Payment for Personnel Services

2.2.1 Payment

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

2.2.2 Chargeable Time

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

2.2.3 Overtime Rates

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

2.3 Payment for Direct Expenses

2.3.1 Payment

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

2.3.2 Direct Expenses

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

2.4 Payment Conditions

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

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

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

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

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

SECTION III - Term of Agreement

3.1 Term

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

3.2 Abandonment of Work

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

3.3 Termination of AGREEMENT

3.3.1 Termination with Cause

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

3.3.2 Termination without Cause

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

3.4 Payment for Work Upon Abandonment or AGREEMENT Termination

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

SECTION IV - General Considerations

4.1 Assignment and Responsibility for Personnel

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

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

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

4.2 Insurance

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

4.3 Successors and Assigns

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

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

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

4.4 Compliance with Law

4.4.1 CONSULTANT shall comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations relating to the performance of the services CONSULTANT is to perform under this AGREEMENT.

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

4.5 Ownership and Reuse of Documents

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

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

4.6 Severability

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

4.7 Location of Underground Utilities

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

said underground utilities and structures over and above the estimated project fee. CLIENT shall indemnify and hold CONSULTANT harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, CONSULTANT will not begin work until this has been accomplished.

4.8 Subsurface Investigations

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

4.9 CONSULTANT's Personnel at Project Site

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

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

4.10 Opinions of Cost, Financial Considerations, and Schedules

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

CONSULTANT's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor.

4.11 Disposition of Samples and Equipment

4.11.1 Disposition of Samples

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

4.11.2 Hazardous or Potentially Hazardous Samples and Materials

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

4.11.3 Contaminated Equipment

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

4.12 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

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

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

4.12.3 CLIENT also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. CLIENT authorizes CONSULTANT to take measures that in CONSULTANT's sole judgment are justified to preserve and protect the health and safety of CONSULTANT's

personnel and the public. CLIENT agrees to compensate CONSULTANT for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon CONSULTANT any duties or obligations other than those imposed by law.

SECTION V - Professional Responsibility

5.1 Performance of Services

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

5.2 Limitation of Liability

CLIENT and CONSULTANT agree to allocate certain of the risks so that, to the fullest extent permitted by law, CONSULTANT's total liability to CLIENT is limited to \$50,000 or CONSULTANT's fee, whichever is greater, this being the CLIENT's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty. CLIENT understands that dollar limits higher than that indicated above are available. If CLIENT wishes to discuss these other limits and their impact on CONSULTANT's fee, CLIENT should contact CONSULTANT prior to executing this AGREEMENT.

5.3 No Special or Consequential Damages

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

5.4 Indemnification

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

5.5 No Third Party Beneficiaries

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

CLIENT agrees that CONSULTANT's services and work

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

SECTION VI - Miscellaneous Provisions

6.1 Notices

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

6.2 Joint Preparation

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

6.3 Headings

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

6.4 Dispute Resolution

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

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

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

6.5 Governing Law

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

6.6 Entire Agreement

This AGREEMENT, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire AGREEMENT between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

ATTACHMENT A

Scope of Services

Project 2 – Blaine Street Bridges Replacements

City Project Number 2014-B-1

TASK 1. Project Management

a. *Project Management*

Benesch Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of subconsultants. Provide regular progress reports with invoices.

TASK 2. General Project Meetings

a. *Kick-Off Meeting*

Once notice to proceed has been received, Benesch will schedule and attend a kick-off meeting with City staff and utilities. The City's Project Manager will supply a list of invitees and Benesch shall be responsible for notification to attendees. Benesch will conduct a field recon of the project immediately prior to the meeting.

b. *Review Meetings*

Benesch will schedule and attend one (1) review meeting to receive the City's review comments from the draft PS&E submittal.

c. *Plan-in-Hand*

Benesch will schedule and attend a plan-in-hand meeting after the 50% plan submittal following the review period for this submittal.

TASK 3. Survey

a. *Desktop Review of Existing Survey*

Benesch will review and validate the existing topography completed by the City of Grand Island to verify the accuracy of the information that will be used for the design of the project.

b. *Field Survey*

Benesch will perform a detailed structure survey of two structures along Blaine Street as well as the two structures along Highway 34 that cross Wood River and Warm Slough that will include low steel and pier configurations. This will be done in order to complete the necessary hydraulic modeling as well as verify the accuracy of previous drainage studies. The surveyors will also take a hydraulic cross section of the Warm Slough drainage way at a location just southeast of the Highway 34 Bridge over Wood River in order to determine split flows during flood conditions.

A topographic survey will be performed using electronic 'Total Station' technology. Copies of field book records and electronic records will be submitted to the City at the completion of final

design. Natural topographic features and man-made features, will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded.

i. Horizontal Control

Benesch shall provide a list of horizontal control points with coordinates, descriptions, station and offset. Horizontal control will be referenced to the Modified State Plane using known land survey monuments provided by the City of Grand Island.

ii. Vertical Control

Vertical control will be completed by differential level circuit referenced to NAVD 88. Ties to control used for City of Grand Island projects in the area can be done for "design-fit" confirmation.

iii. Locate Section Corners

Benesch will survey section corners in order to assemble the geometry to create the right-of-way drawings and confirm any locations already established by the City of Grand Island.

iv. Utility Locates

Utilities will be drawn from surveying above ground features, including markings by utility companies resulting from the locate request. Information supplied by utility companies will be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. Benesch will add a disclaimer to the drawings with respect to the undetermined location of underground utilities.

c. Base File Completion

Benesch will add additional information to the established base map from the City of Grand Island using any new topographic survey data.

TASK 4. Utility Coordination

a. Utility Location/Verification

Benesch will review the utility locations shown on the plans, and verify these locations during field inspections. After survey is complete, plans will be printed and distributed to the Utility Companies for verification of ownership, type, size, location, and cased or uncased.

Benesch will request that the Utility Companies return to Benesch marked up plans with utility verification. Benesch will incorporate the information into the topography. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.

Identification and verification by the Utility Companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time. Benesch and the City's Project Manager will discuss major conflicts and attempt to avoid them. If avoidance is not possible, Benesch will then request the Utility Company to verify the conflict and provide a preliminary estimate of reimbursable costs associated with the utility relocation.

Prior to the 50% submittal, the plans will be distributed by Benesch to public and private utilities for comment.

Any utility review meeting should be scheduled to coincide with a regular project progress meeting or City review meeting. Benesch has not included any additional trips within our scope of work to coordinate with utilities.

TASK 5. Drainage Analysis

a. Preliminary Drainage Studies

Benesch shall obtain and review available drainage studies and confirm the results.

b. Floodplain Study

- i. The proposed project site is in FEMA Zone AE with floodway, and a detailed hydraulic model has been completed along Wood River reflecting the effects of the newly constructed diversion structure located just upstream of the project site. Benesch shall contact FEMA and obtain the Effective hydraulic model that was completed by the Corps of Engineers and duplicate it in HEC-RAS. Hydrologic peak flow data found in the Effective FEMA Model will be utilized for this analysis.
- ii. Benesch shall develop an Existing Conditions HEC-RAS model incorporating any additional information, including existing cross sectional data and bridge measurements found in the 2003 preliminary hydraulic study into the model as well as any additional surveyed channel cross sections that are necessary.
- iii. Benesch shall develop a Proposed Conditions model using box culvert alternatives that result in 'No-Rise' of the floodway elevation.
- iv. Benesch shall document the results in a hydraulics report.

TASK 6. 50% Submittal

a. Preliminary Designs

Benesch shall prepare project base files and plan sheets following the standard layout appearance of City of Grand Island documents. It is assumed that no guardrail or barrier rail design is necessary for either crossing location on the project. Plan sheets to be included in the 50% submittal include the following:

- Cover Sheet
- Summary of Quantities Sheet
- Typical Section Sheets
- General Notes Sheet
- Horizontal/Vertical Control Sheets
- Geometric Sheets
- Roadway Plan and Profile Sheets
- Removal Sheets
- Storm Drainage Plan and Profile Sheets
- Culvert/Channel Cross-Section Sheets
- Right-of-Way Sheets
 - Existing right-of-way and ownerships identified
- Roadway Cross-Section Sheets

b. *Cost Estimates*

Benesch shall prepare an updated total project cost estimate. This shall include Preliminary Engineering, ROW acquisition, Private Utility Relocations, Public Utility Relocations, Construction, and Construction Engineering on the appropriate forms.

TASK 7. Geotechnical Evaluation

a. *Data Research*

Based upon current site topography, the site grading is expected to consist of minimal excavation with fill depths ranging from approximately 0 to 10 feet.

It is expected two (2) soil test borings will be taken near each bridge replacement location within the proposed roadway pavement area. The fee associated with these borings assumes the project site is easily accessible for truck-mounted drilling equipment and rights of access can be obtained from adjacent owners. These test borings will be in accordance with schedules located in the most recent NDOR Geotechnical Policy and Procedures Manual.

One boring should be near the south bridge and one boring should be located near the north bridge within the existing asphalt pavement area. The scope and fee estimate includes the cost of a Benesch flagging crew during drilling operations. The south boring will be drilled to a maximum depth of 15 feet below the existing ground surface and the north boring will be drilled to a depth of 20 feet below the existing ground surface. Asphalt pavement core samples will be taken at each boring location. Shelby tube samples will be taken below the existing pavement and Standard Penetration tests will be performed at 5-foot increments to the base of each boring.

b. *Design Recommendations/Report*

Benesch shall prepare geotechnical recommendations for the primary purpose of developing geotechnical design criteria for use in designing the twin 48-inch RCP culvert headwalls for the project. Benesch shall prepare and submit three (3) copies of a geotechnical report to the City Project Manager for review.

TASK 8. Environmental Review

Proposed roadway and storm water improvements could require a Section 404 permit if the proposed storm water ditch is regulated by the Corps of Engineers or State of Nebraska. The first step will be to determine if the storm water drainage ditch is regulated by completing a Waters of the United States Investigation and then requesting a jurisdictional determination from the Corps of Engineers. If the storm water ditch is considered regulated by the COE, a Section 404 Permit would be required for the project. The Section 404 permit in this situation could either require a Nationwide Permit (NWP) or an Individual Permit (IP) depending on how much of the channel and wetlands are impacted.

The NWP requires less effort and a shorter time to receive a permit. If an Individual Permit was required additional effort for preparation of an alternatives analysis, stream functional assessment, and providing public notice. If the Corps determined that the storm water ditch was regulated under Section 404 the next step would be to request a pre-application meeting to determine which permit type would be required. A detailed scope of services, fee and schedule are provided below.

a. *Waters of the U.S. Investigation*

Benesch will perform the Waters of the US investigation within the project LOC's in accordance with the U.S. Army Corps of Engineers Wetland Delineation Manual, Technical Report Y-87-1 and the 2010 Midwest Regional Supplement to the Corps of Engineers Wetland Delineation Manual. This methodology requires desktop analysis of existing data sources such as: USGS Topographical Maps, NRCS Soil Survey Maps, National Wetlands Inventory Maps and aerial photography. Benesch will conduct the desktop analysis utilizing GIS software.

Proceeding desktop review of existing information Benesch will conduct an on-site field investigation. The field investigation will determine if wetlands areas in question have all three jurisdictional wetland parameters: hydrophilic vegetation, hydric soils, and wetland hydrology, and if waterways in question have an Ordinary High Water Mark (OHWM). Drainage patterns and connections to other waterways will also be documented. Benesch will delineate the WUS boundary according to the above referenced COE delineation manual and COE guidance on waterway boundaries. Benesch will survey wetland sample points, photo stations and the WUS boundary with a Trimble® Geo-XT sub-meter accuracy hand-held GPS unit or equivalent device if waterways have an Ordinary High Water Mark. Findings will be documented in a WUS Delineation Report.

A Waters of the U.S. Delineation Report will be completed for submittal.

b. Jurisdictional Determination Request

If wetlands and waterways are identified in Task 1, Benesch will submit a formal request to the Army Corps of Engineers Nebraska Regulatory Office to complete a jurisdictional determination for existing wetlands and waterways on the site. The formal request will include the previous wetland and waterway delineation report and Technical memorandum from Task 1.

c. Pre-application Meeting

If the storm water ditch is considered regulated a pre-application meeting with the COE would be coordinated. The purpose of this meeting is to inform the COE project manager about the proposed project and impacts to regulated waters of the U.S. More importantly this meeting provides the COE an opportunity to provide input on how to receive a permit in the most efficient manner. Ultimately the COE would determine which type of permit would be required. Additional meetings might be requested or necessary at a later time.

d. Section 404 Nationwide Permit Application

If the Corps determines that a Nationwide Permit can be utilized for this project Benesch will determine the amount and types of permanent and temporary impact associated with the project and then prepare a Section 404 Permit application in order to receive a Nationwide Permit. The permit application effort will include a pre-application meeting with the Corps of Engineers, research and collection of information necessary to complete application, calculation of impacts to WUS, and meetings with client staff to discuss design plans and project impacts. All of this information will be organized in a Section 404 permit application package that includes a cover letter describing the project, a 404 permit application (ENG Form 4345), a Waters of the U.S. impact map, a wetland delineation report, and design plans. Task 4 does not include information necessary for an Individual Section 404 Permit or a mitigation plan if wetland mitigation is required.

A Section 404 Nationwide Permit Package will be completed for submittal. This scope of work does not include hours to complete a Section 404 Individual Permit Application Package. A fee for these services can be provided at a later date should the COE require this type of permit for the project.

Additional regulatory agency meetings involving Benesch at the request of the agency and/or client would be considered beyond the scope of work and will be conducted on a time and materials basis as

needed. It should also be noted that completion of the above scope of services does not guarantee that a Section 404 Nationwide permit will be issued by the Corps of Engineers.

TASK 9. Structural Design

a. Box Culvert Design and Plan Preparation

For standard reinforced concrete box culvert design, Benesch shall prepare a report of conceptual design information, which details all pertinent design features. This information shall be included in the project design memorandum.

Benesch shall design a box culvert with headwalls based on the typical details utilized by NDOR for their Special Plan box culvert plans. The design will be completed in accordance with the AASHTO LRFD Bridge Design Specifications, 6th Edition. The design live load will be HL-93.

It is assumed there will be only one (1) concrete box culvert on the project located at the Wood River crossing. There will be no concrete barrier rail design included for this structure.

TASK 10. Right-of-Way

Benesch shall provide all necessary plan sheets and legal descriptions to the City of Grand Island. The City of Grand Island will complete right of way acquisitions and negotiations for the project.

a. Right-of-Way Plans

Benesch will determine the temporary and permanent easements to construct the project. Temporary construction easements will be acquired in cut and fill areas outside the existing right-of-way. Temporary construction easements will be acquired to construct driveways or make improvements to personal property beyond the existing or proposed right of way. The City of Grand Island base file and title researches provided by the City will be used by Benesch to determine the existing right-of-way and to design the easements to construct the project.

It is estimated there will be four (4) tracts associated with this project. Four (4) tracts are estimated to need revisions due to property owner negotiations.

b. Legal Descriptions

Benesch will prepare legal descriptions for the temporary and permanent easements and new right-of-way to be acquired. Additional effort to research past ownership records will be necessary to accurately determine existing property lines within the project area.

TASK 11. 95% Submittal

a. 95% Submittal Design

Benesch shall prepare project base files and plan sheets following the standard layout appearance of City of Grand Island documents. All sheets that will be included in the PS&E plan set will be included in the 95% submittal. This includes, but not limited to, the following sheets:

- Cover Sheet
- Summary of Quantities Sheet
- Typical Section Sheets

- General Notes Sheet
- Detail Sheets
- Horizontal/Vertical Control Sheets
- Traffic Control/Detour Sheets
- Geometric, Joints and Grades Sheets
- Roadway Plan and Profile Sheets
- Removal Sheets
- Culvert/Channel Cross-Section Sheets
- Sediment and Erosion Control Sheets
- Right-of-Way Sheets
 - Proposed easements identified
- Roadway Cross-Section Sheets

b. Cost Estimates

Benesch shall prepare an updated total project cost estimate. This shall include, but not be limited to Preliminary Engineering, ROW acquisition, Private Utility Relocations, Public Utility Relocations, Construction, and Construction Engineering on the appropriate forms.

c. Special Provisions

Benesch will submit Special Provisions with the 95% submittal.

TASK 12. Permit Applications

Benesch shall prepare and submit on behalf of the City of Grand Island the following permits, agreements, certifications, and forms. Benesch shall copy the City's project manager on all applications being submitted.

- Corps of Engineers 404 Permit
- Floodplain Permit
- SWPPP - NPDES Permit (To be completed by the contractor per city of Grand Island standard practice on projects.)

TASK 13. Final Submittal

a. Final PS&E Submittal

Upon incorporating review comments into the plan set and special provisions, Benesch shall prepare and submit all drawings, special provisions, and an updated total project cost estimate, to the City's Project Manager for the final PS&E review. Upon City acceptance of the PS&E plans, Benesch shall submit the bid package to the City's Project Manager. The bid package includes sealed white half-size bond drawings, sealed special provisions and sealed pdf documents too.

TASK 14. Bidding Phase

- a. Answer Design Questions*
- b. Prepare up to one (1) Addenda*
- c. Complete Recommendation of Award Letter*

TASK 15. Construction Phase (To be negotiated at a later date)

Construction phase services will be negotiated at a later date. The contract agreement will be amended to include these services and will be approved at the same time the construction Contractor agreement is approved by the City Council.

General Construction Project Management, Staking, Inspection, Material Testing and Closeout Services

a. Project Management Tasks

- i. Project Files
 - Set up, utilize and maintain appropriate project files related to the project with an electronic file system. Included in the files will be all project correspondence, change orders, meeting minutes, contracts, plans and specifications, traffic control plans (if applicable), RFIs, material certifications, test reports, inspector's Daily Reports and project schedule.
- ii. Shop Drawing Submittal Review
 - Responsible for logging in, reviewing, commenting and approving Contractor submitted Shop Drawings related to the project.
- iii. Schedule and conduct a pre-construction meeting.
- iv. Contractor Payments
 - Unless otherwise scheduled by the City's Project Manager or Contractor, monitor by infrequent site visits that the work associated with a payment request by the Contractor is accurate and complete. The generation of progress payments to the Contractor will be completed by the Contractor for approval by Benesch.
- v. Construction Contract Change Orders and Work Change Directives
 - Prepare Contract Change Orders (modifications) and Work Change Directives associated with the project for the City Project Manager's approval.
- vi. Correspondence
 - Provide the following correspondence for the City's records:
 - Weekly project-based construction testing results and status reports of construction progress by Monday morning the following week.
 - Contractor progress estimates.
 - Change Orders (Contract Modifications).

b. Construction Staking Tasks

Benesch will complete the following tasks in coordination with the Contractor:

- i. Consultant shall verify and re-establish if necessary the survey control used during the design engineering.
- ii. Stake limits of construction throughout project where deemed necessary to delineate restrictions on contractor operations.
- iii. Mark removals including pavement removal limits. Stake right-of-way and construction easements where deemed necessary to delineate restrictions on contractor operations.
- iv. Provide slope stakes for grading and blue top stakes.
- v. Provide paving hubs. For pipe culverts, Benesch will provide grade stakes.
- vi. Verify existing tie-in elevations and locations and adjust new pavement grades to meet existing pavement.
- vii. Assume _ trips to the project site for construction survey/staking with a two (2) man crew.
- viii. An additional _ trips are assumed for re-staking requests by the Contractor. These hours will not be used without the consent of the City of Grand Island.

Other services mutually agreeable to all parties may be added upon request.

c. Project Inspection & Observation Tasks

Benesch or their sub-consultant will observe and verify construction compliance with contract documents for critical items such as embankment, bedding, backfill, concrete box culvert construction, subgrade prep and paving with visual inspection and/or material testing before the work is "covered up". Limited observation will be provided during non-critical activities such as excavation, removals, reinforcing steel placement, forming, etc. This list is not inclusive of all tasks or inspections that will be completed by Benesch or their sub-consultant. Benesch will work closely with the City to adjust inspection hours as necessary to accommodate the Contractor's schedule and progress.

- i. Document pre-construction conditions of the project site with photos for comparison and any dispute resolution during and/or after construction.
- ii. Document all inspections in the field by photos, measurements, computations and/or observations as logged within the Inspector's Daily Reports (IDRs).
- iii. Prepare and keep detailed notes, records of quantities of pay items used in the work, test results, certifications, or basis of acceptance of these materials, and a record of the contractor's operations.
- iv. Inform Contractor at the pre-construction meeting that water shutdowns will be coordinated by the Inspector.
- v. Coordinate with the Contractor to discuss work performed when not on-site for proper documentation and inclusion in the IDRs.
- vi. Provide random/periodic review compliance of traffic control and ADA signing maintenance throughout the duration of the project, if necessary. Specifically at the beginning, phase changes, storm events and end of the project. Benesch will report any known deficiencies but is not responsible for part/full time inspection unless approved by written request of the City Project Manager.
- vii. Verify that materials sources incorporated into the project are on the latest version of the City and/or NDOR Approved Products List.
- viii. Participate in Contractor led progress meetings using agreed on agenda format, if necessary.
- ix. Consult with the City Project Manager regarding project changes, utility conflicts, change authorizations and change orders.
- x. Randomly observe pavement sawing and removals throughout construction.
- xi. Observe backfilling of trenches, inlets, hydrants, manholes, pipes, culverts and appurtenances, concrete placement and ADA ramp installation.
- xii. Observe reinforcing steel placement prior to each concrete pour.
- xiii. Observe concrete placement, erosion control installation and seeding placement.
- xiv. Inform and verify field modifications with the City's Project Manager prior to authorization of work.

d. *Material Testing Tasks*

Benesch or their sub-consultant will provide, perform, or otherwise coordinate material sampling and testing services in accordance with the City of Grand Island standard procedures. The following list identifies the testing assumed to be required along with the frequency expected and included in this scope of work. Additional testing may be provided in addition to or in place of those tests listed below. Benesch will notify and gain prior approval from the City if additional testing is required that may exceed the fee identified for these services.

- i. Borrow Material Sampling – This will include receiving proposed offsite fill material for backfilling the concrete box culvert and pipe culvert. Tests will be completed to determine a standard proctor and classification for the material.
 - a. Assumes Testing ___ () different materials from an offsite borrow source.
 - b. This material testing is completed by a per sample test method by a field engineer/technician.
 - c. It is assumed that the material sample will be picked up by the field engineer/technician.

- ii. Concrete Sampling - This will include taking concrete truck tickets, completing concrete air tests, fabricating concrete cylinders, delivery of concrete cylinders to the laboratory and compression testing.
 - a. Assumes Testing Frequency of 1-Test/100 C.Y. or 1-Test/Pour/Day at 3-Cylinders/Test.
 - b. Assumes __ Concrete Pours for project at __ Cylinders.
 - c. This material testing is completed by a per cylinder test method by a field engineer/technician.
- iii. Grading Operations – Excavation and embankment construction will be tested to verify compliance with compaction requirements for each lift of material.
 - a. Assumes Testing Frequency of 1-Test/12-inch lift/300 feet.
 - b. Assumes __ tests for the two (2) crossing locations total.
 - c. This material testing is completed by the hour by a field engineer/technician.
- iv. Subgrade Operations – Subgrade construction will be tested to verify compliance with compaction requirements prior to paving.
 - a. Assumes Testing Frequency of 1-Test/300 feet/24 foot wide lane
 - b. Assumes _ tests for the two (2) crossing locations total.
 - c. This material testing is completed by the hour by a field engineer/technician.
- v. Pavement Construction – Bituminous materials, including asphalt, PG binder, and other associated materials will be field reviewed to verify they meet the material specified in the construction contract. Material tickets will be taken for the project records and the density shall be determined in the field after placement.
 - a. Assumes Testing Frequency of 1-Test/300 feet/24 foot wide lane
 - b. Assumes _ tests for the two (2) crossing locations total.
 - c. This material testing is completed by the hour by a field engineer/technician.

e. *Project Closeout Tasks*

Upon notice of completion by the Contractor, Benesch will field measure and prepare final summaries for all applicable items of work. The City's Project Manager will review the project records prior to the submission of a final pay estimate for the project. Benesch will also prepare and submit the Final Pay Estimate and records associated with the project. The final records will be printed and submitted in a three ring binder that includes an electronic CD of all the project records. Tasks to be completed during the project closeout include:

- i. Conduct project walk through with the City and the Contractor to determine and document substantial completion.
- ii. Document "punch list" items and follow-up on resolution of nonconforming work prior to authorizing final payment.
- iii. Prepare necessary correspondence to the Contractor related to punch list and project completion.
- iv. Benesch will prepare the record drawings and will coordinate with the Construction Contractor for additional information or clarifications needed to complete the documents. These documents will have hand written changes and clarifications in red pen. These documents will not be signed and sealed by an Engineer. An electronic AutoCAD base file will be provided with the plan submittal.
- v. Provide timely project closeout documentation upon final acceptance of the project.
- vi. Deliverables
 - Meeting minutes.
 - Inspector Daily Reports (IDR).
 - Project photo log.
 - Project material testing results.
 - Pressure testing and bacteriological testing records provided by the City and Contractor.
 - Documentation of punch list items and resolution with associated correspondence.
 - Declaration of substantial and final completion.
 - Record drawings.
 - Record AutoCAD base files.

- A three ring binder that includes all project documentation listed in this section and an electronic CD of all project files.
- vii. Complete a project debriefing with City.

f. Excluded Services

- i. Additional Design services.
- ii. Daily Inspection and Enforcement of traffic control plans and maintenance.
- iii. Utility coordination for the Contractor.
- iv. Administration of NPDES (SWPPP) permit adherence.
- v. Undertaking any of the responsibilities of the Contractor.
- vi. Giving direction to the Contractor by dictating means, methods, techniques, sequence or procedures of construction.

SCHEDULE

Benesch shall provide the services stated above in accordance with a schedule set forth below:

Benesch will complete construction management and inspection services as listed in subsection one (1) above. The inspection duration for this contract shall be { _____ () Calendar Days, ____ () Working Days, _____ () Weeks and Assumes Monday thru Friday Construction Days at ____ Hours/Day including field inspection, testing, bookwork/reports and travel} per the City of Grand Island Contract with the Construction Contractor. Project close-out documents shall be completed within sixty (60) calendar days of final acceptance of the project by all parties.

City Responsibilities

The City of Grand Island will supply the following information:

- Ownership records and title searches
- Tenant names (if known)
- Available water and sewer locations, size, and materials
- Copies of available example special provisions and reports
- Available drainage studies and drainage models
- Bench marks and horizontal control points
- Right-of-entry to private property for surveyors
- Available current and future traffic volumes and reports
- Available plats of adjacent properties
- Current construction bid history

GENERAL INFORMATION

1. PLAN FORMAT

A PDF Half size (11" x 17") copy of the plans will be submitted at the 50% submittal, 95% submittal, and PS&E submittal. One half size (11" x 17") white paper bond and PDF copy of the plans will be submitted for PS&E review. Any material, which does not produce an acceptable reproduction will be returned to Benesch for rectification.

Final plans will be submitted electronically PDF and on 11" x 17" white paper bond and will be accompanied by an electronic copy of the design in AutoCAD format.

Care will be exercised in drawing all construction details. All notes will be properly spaced and all lettering will be of an engineering style. Clarity must be maintained to allow the plans to be archived on microfilm; the background topography, grid lines etc. on plan and profile sheets will be removed behind the text.

The CADD files will conform to the following standards and conventions. All plans, specifications, and documents will be in English units using the following working units:

- a) Master Units = Ft
- b) Sub Units = 1000th
- c) Position Units = 1

Global origin of the graphics design plane will be located at x= 0.0000, y= 0.0000.

Reports, Studies and Technical Information:

Benesch shall prepare and submit the following items:

1. Meeting minutes from all meetings
2. Drainage computations, culverts and storm drainage design
3. Opinion of probable cost
4. Permit applications
5. Special Provisions for items not covered by the City of Grand Island Specifications

Cross-sections

Benesch will:

1. Plot cross-sections with the labeling of the sections on the right side of the sheet, label existing and design centerline elevations at their respective centerline, and offset distances 20 feet from the design centerline along the bottom of each sheet.
2. Plot cross-section on standard size sheets (same size as the plan and profile sheets).
3. Roadway cross-sections are to be plotted using a vertical and horizontal scale of 1" = 20'.
4. Plot the cross-sections with the stations progressing upward from the bottom to the top of the sheet.
5. Plot the original ground with a dashed line
6. Plot the design template with a solid line.
7. Label the cut and fill quantities for each section.

8. Plot the right-of-way and easements on each cross section.

2. RIGHT-OF-WAY SUBMITTALS

Plan submittals and right-of-way documents for the project will include, but not be limited to the following:

1. Summary Sheet
2. Right-of-way Plan Sheets
3. Legal Descriptions

The 50% submittal (Ownership Plans) will show the existing ownership, existing right-of-way, as well as the preliminary design features of the roadway and preliminary limits of construction.

The 95% submittal (Appraisal/Negotiation Plans) will show the proposed easement design. The plans will show new temporary and permanent easements needed for construction and maintenance of the new roadway.

A summary sheet will be prepared showing the area of new easements needed from each tract along the project in square feet, along with a strip map showing the location of the tracts. Legal descriptions will be prepared for tracts needing additional easements.

Benesch will make right-of-way design alterations as required by the City's Project Manager during negotiations. The revisions to the plans must be made within ten working days after the City's Project Manager requests the revision.

The easements will be staked for use by the City during negotiations. This activity should be coordinated between Benesch and the City's Project Manager.

The final right-of-way plans will be submitted on 11" x 17" white bond paper with the bid package and will be accompanied by an electronic copy of the design in AutoCAD format.

**Attachment A
Total Project Fee**

**Blaine Street Bridges Replacements
City Project Number 2014-B-1**

Task No.	Task Description		Fee Estimate
1	Project Management		\$3,642.16
2	General Project Meetings		\$6,095.88
3	Survey		\$3,947.54
4	Utility Coordination		\$470.64
6	Drainage Analysis		\$7,750.23
8	50% Submittal		\$5,721.32
9	Geotechnical Evaluation		\$3,582.14
10	Environmental Review		\$4,937.01
12	Structural Design		\$4,156.55
15	Right-of-Way		\$3,127.76
17	95% Submittal		\$8,285.02
19	Permit Applications		\$1,467.51
20	PS&E Submittals		\$1,141.13
21	Bidding Phase		\$921.77
22	Construction Phase (To be Negotiated at a Later date)		\$0.00
	Expenses		\$3,831.80
		Total Project Cost	\$59,078.48

Task No.	Description of Work Items / Tasks	Fee	Overhead 159.76%	Total (A+B)	Profit 13.80%	Total Fee (A+B+C)
1	Project Management					
	Project Management	\$1,232	\$1,968	\$3,200	\$442	\$3,642.16
2	General Project Meetings					
	Kick-Off Meeting	\$684	\$1,061	\$1,725	\$238	\$1,962.98
	Review Meeting	\$684	\$1,061	\$1,725	\$238	\$1,962.98
	Plan-in-Hand	\$734	\$1,173	\$1,907	\$263	\$2,169.92
3	Survey					
	Desktop Review of Existing Survey	\$327	\$522	\$849	\$117	\$966.41
	Field Survey	\$366	\$617	\$1,003	\$138	\$1,141.13
	Base File Completion	\$622	\$994	\$1,617	\$223	\$1,840.00
4	Utility Coordination					
	Utility Location / Verification	\$159	\$254	\$414	\$57	\$470.64
		\$0	\$0	\$0	\$0	\$0.00
5	Drainage Analysis					
	Preliminary Drainage Studies	\$284	\$454	\$739	\$102	\$840.77
	Floodplain Study	\$0	\$0	\$0	\$0	\$0.00
	Create Effective Model in HEC-RAS	\$566	\$905	\$1,471	\$203	\$1,673.86
	Existing Conditions HEC-RAS Model	\$708	\$1,132	\$1,840	\$254	\$2,094.24
	Proposed Conditions HEC-RAS Model	\$460	\$735	\$1,196	\$165	\$1,360.49
	Hydraulic Report	\$602	\$963	\$1,565	\$216	\$1,780.87
6	50% Submittal					
	Preliminary Designs	\$0	\$0	\$0	\$0	\$0.00
	Cover Sheet	\$97	\$154	\$251	\$35	\$285.28
	Typical Section Sheets	\$97	\$154	\$251	\$35	\$285.28
	General Notes Sheet	\$142	\$228	\$370	\$51	\$420.98
	Horizontal/Vertical Control Sheets	\$106	\$170	\$276	\$38	\$313.96
	Roadway Plan and Profile Sheets	\$414	\$662	\$1,077	\$149	\$1,225.09
	Removal Sheets	\$158	\$252	\$410	\$57	\$467.09
	Culvert/Channel Cross-section Sheets	\$142	\$228	\$370	\$51	\$420.98
	Right-of-Way Sheets	\$142	\$228	\$368	\$51	\$418.91
	Roadway Cross-Section Sheets	\$195	\$312	\$508	\$70	\$577.66
	Cost Estimates	\$442	\$706	\$1,148	\$158	\$1,306.09
7	Geotechnical Investigation					
	Data Research	\$637	\$1,017	\$1,654	\$228	\$1,882.57
	Design Recommendations/Report	\$575	\$919	\$1,493	\$206	\$1,699.57
8	Environmental/Historical Review					
	Waters of U.S. Investigation	\$658	\$1,051	\$1,709	\$236	\$1,945.24
	Jurisdictional Determination Request	\$80	\$128	\$208	\$29	\$236.50
	Pre-application Meeting	\$466	\$745	\$1,211	\$167	\$1,377.63
	Section 404 Nationwide Permit Application	\$466	\$745	\$1,211	\$167	\$1,377.63
9	Structural Design					
	Box Culvert Design and Plan Preparation	\$1,406	\$2,247	\$3,653	\$504	\$4,156.55
10	Right-of-Way					
	Right-of-Way Plans	\$268	\$428	\$695	\$96	\$791.10
	Legal Descriptions	\$790	\$1,263	\$2,053	\$283	\$2,336.66
11	95% Submittal					
	95% Submittal Design	\$0	\$0	\$0	\$0	\$0.00
	Cover Sheet	\$18	\$28	\$45	\$6	\$51.74
	Summary of Quantities Sheet	\$89	\$142	\$230	\$32	\$262.22
	Typical Section Sheets	\$35	\$56	\$91	\$13	\$103.47
	General Notes Sheet	\$71	\$114	\$185	\$26	\$210.49
	Detail Sheets	\$318	\$509	\$827	\$114	\$941.28
	Horizontal/Vertical Control Sheets	\$18	\$28	\$45	\$6	\$51.74
	Traffic Control/Detour Sheets	\$526	\$840	\$1,366	\$189	\$1,555.01
	Geometric, Joints and Grades Sheets	\$194	\$310	\$504	\$70	\$574.11
	Roadway Plan and Profile Sheets	\$35	\$56	\$91	\$13	\$103.47
	Removal Sheets	\$35	\$56	\$91	\$13	\$103.47
	Culvert/Channel Cross-Section Sheets	\$35	\$56	\$91	\$13	\$103.47
	Sediment and Erosion Control Sheets	\$194	\$310	\$504	\$70	\$574.11
	Right-of-Way Sheets	\$35	\$56	\$91	\$13	\$103.47
	Roadway Cross-Section Sheets	\$123	\$197	\$320	\$44	\$363.62
	Cost Estimates	\$196	\$298	\$494	\$67	\$561.05
	Special Provisions	\$690	\$1,123	\$2,313	\$319	\$2,632.29

Task No.	Description of Work Items / Tasks	Overhead 159.78%	Total (A+B)	Profit 13.80%	Total Fee (A+B+C)	
12	Permit Applications					
	404 Permit (See Task 9)	\$0	\$0	\$0	\$0.00	
	Floodplain Permit	\$496	\$793	\$178	\$1,467.51	
13	Final Submittal					
	Final PS&E Submittal	\$386	\$617	\$138	\$1,141.13	
14	Bidding Phase					
	Answer Design Questions	\$72	\$116	\$26	\$214.04	
	Prepare Up to One (1) Addenda	\$159	\$254	\$57	\$470.64	
	Complete Recommendation of Award Letter	\$80	\$128	\$29	\$237.09	
15	Construction Phase (Assumes ___ Calendar Days/ ___ Working Days/ ___ Weeks at Monday - Friday and ___ Hr Days that includes field book work and travel w/ all other inspection Durations As Indidcated) TO BE NEGOTIATED AT A LATER DATE					
	Construction Management (Assumes on Average ___/working day)	\$0	\$0	\$0	\$0.00	
	Pre-Construction Meeting	\$0	\$0	\$0	\$0.00	
	Construction Staking					
	Removal Limits & Culvert Stakes (Assumes ___ () trip)	\$0	\$0	\$0	\$0.00	
	Slope & Blue Top Stakes (Assumes ___ () trip)	\$0	\$0	\$0	\$0.00	
	Pavement Hub Stakes (Assumes ___ () trip)	\$0	\$0	\$0	\$0.00	
	Project Inspection					
	Bridge Removals and Site Preparation for Concrete Box Culvert and Culvert Pipe Inspection (Assumes ___ Calendar Days to Complete, ___ Trip for LI & ___ Trips for FE to Complete Inspections, ___ Hotel Stays)	\$0	\$0	\$0	\$0.00	
	Box Culvert Steel Inspection by GSI (Assumes ___ Trips to Inspect Steel Intermediately and Prior to Concrete Pours, See Expenses Tab for Costs)					
	Box Culvert Concrete Inspection (Assumes ___ Trips for LI & ___ Trips for FE for ___ Concrete Pours by the Contractor, ___ Hotel Stays)	\$0	\$0	\$0	\$0.00	
	Box Culvert Concrete Testing by GSI (Assumes ___ Trips to Test Concrete, See Expenses Tab for Costs)					
	Concrete Box Culvert and Culvert Pipe Backfill Inspection (Assumes ___ Trips for FE to Inspect Material Backfill)	\$0	\$0	\$0	\$0.00	
	Concrete Box Culvert and Culvert Pipe Backfill Testing by GSI (Assumes ___ Trips to Test Material Backfill, See Expenses Tab for Costs)					
	Pavement Subgrade & Asphalt Placement Inspection (Assumes ___ Trips for FE to Inspect Pavement Subgrade & Asphalt Placement, ___ Hotel Stays)	\$0	\$0	\$0	\$0.00	
	Pavement Subgrade & Asphalt Placement Testing by GSI (Assumes ___ Trips to Test Pavement Subgrade & Asphalt, See Expenses Tab for Costs)					
	Final Project Walk-thru & Punch List (Assumes FE ___-site)	\$0	\$0	\$0	\$0.00	
	Record Drawings	\$0	\$0	\$0	\$0.00	
	Closeout Documents	\$0	\$0	\$0	\$0.00	
	Total Manhours					
	Total	6,688	\$29,859	\$48,547	\$6,700	\$55,246.68
	Total Labor, OH & Profit				\$55,246.68	

ATTACHMENT A: TOTAL EXPENSES - BLAINE STREET BRIDGES REPLACEMENTS PROJECT NO. 2014-B-1

Expenses	Amount	\$ Ea.	Cost
Design			
Travel, mile (car) {Assumes 4 Trips at 210 miles round trip from Lincoln and 2 Trips at 310 miles round trip from Omaha}	1460	MILES 0.56	\$817.60
Travel, mile (survey vehicle) {Assumes 2 Trips at 210 miles round trip from Lincoln}	420	MILES 0.56	\$235.20
FEMA Model	1	L.S. 300	\$300.00
Geotechnical Mobilization, Testing, & Expenses	1	L.S. 2479	\$2,479.00
Construction			
Travel, mile (car) {Assumes ___ Trips at 210 miles round trip from Lincoln}		MILES 0.56	\$0.00
Travel, mile (survey vehicle) {Assumes ___ Trips at 210 miles round trip from Lincoln}		MILES 0.56	\$0.00
Hotel Accommodations		EACH 110	\$0.00
Meal Per Diem		EACH 30	\$0.00
		Sub Total	\$3,831.80
GSI Inspection and Testing			
Offsite Borrow Material Testing for Standard Proctor		EACH 145	\$0.00
Offsite Borrow Material Testing for Classification, USCS (Sieve Analysis & Atterberg Limits)		EACH 90	\$0.00
Box Culvert Steel Inspection (Assumes ___ Trips to Inspect Steel Intermediately and Prior to Concrete Pours)		HOURLY \$57	\$0.00
Box Culvert Concrete Testing (Assumes 10 Trips to Test Concrete at 1-Test/100 C.Y. or 1-Test/Pour/Day)		HOURLY \$47	\$0.00
Box Culvert Concrete Cylinders (Assumes 6" x 12" Cylinders, 1-7 Day and 2-28 Day) Reserve Cylinders not Included in Fee		EACH \$12	\$0.00
Concrete Box Culvert and Culvert Pipe Backfill Testing (Assumes ___ Trips to Test Material Backfill)		HOURLY \$47	\$0.00
Pavement Subgrade & Asphalt Placement Testing (Assumes ___ Trips to Test Pavement Subgrade at 1-test/100' of 12" lane width & Asphalt at 1-test/100' lane width Density Only)		HOURLY \$47	\$0.00
		Sub Total	\$0.00
		Total	\$3,831.80

ATTACHMENT A: PAY RATES - BLAINE STREET BRIDGES REPLACEMENTS PROJECT NO. 2014-B-1

Overhead Rate : 159.78%

Profit : 13.8%

Personnel		Total Hr.	Salary \$ Per Hr.	Labor Cost	Total Cost
Project Manager	PM	28	\$44.00	\$1,232	\$3,642.16
Senior Engineer	Sr Eng	33	\$52.00	\$1,716	\$5,073.00
Senior Environmental Scientist	Sr Env	10	\$41.00	\$410	\$1,212.08
Structural Engineer	STR Eng	16	\$48.50	\$776	\$2,294.09
Senior Project Engineer	Sr PE	57	\$44.00	\$2,508	\$7,414.39
Project Engineer	PE	68	\$36.20	\$2,462	\$7,277.22
Design Engineer	DE	144	\$26.50	\$3,816	\$11,281.23
Engineering Technician	ET	140	\$17.50	\$2,450	\$7,242.93
Public Involvement Specialist	PIS	0	\$0.00	\$0	\$0.00
Project Scientist II	PS	34	\$20.00	\$680	\$2,010.28
Technologist II / Scientist II	TS	20	\$18.00	\$360	\$1,064.27
Survey Crew Chief (RLS)	RLS	44	\$26.90	\$1,184	\$3,499.07
Survey Crew Member / Technician	SCMT	21	\$19.30	\$405	\$1,198.19
Field/Lab Tech III	FLT III	16	\$21.80	\$349	\$1,031.16
Field/Lab Tech II	FLT II	3	\$17.50	\$53	\$155.21
Field/Lab Tech I	FLT I	20	\$14.40	\$288	\$851.41
Construction Manager	CM	0	\$44.00	\$0	\$0.00
Lead Inspector	LI	0	\$39.90	\$0	\$0.00
Field Engineer	FE	0	\$26.30	\$0	\$0.00
	-				
	-				
	-				
Expenses					
		654		\$18,688	\$59,078.48

Blaine Street Bridges Replacements, City Project No. 2014-B-1

Task	March			April			May			June			July			August			September			October			November			December																				
	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	1	8	15	22	29				
Notice to Proceed (Assumed)																																																
Survey																																																
Kick-off Meeting																																																
Confirm Drainage Study																																																
Wetland Evaluation																																																
50% Submittal																																																
Plan-in-Hand and Review Meeting																																																
Permits																																																
Right-of-Way																																																
95% Submittal																																																
Review Meeting																																																
Final Submittal																																																
Advertising/Bidding (Actual Date and Duration to be Determined by City of Grand Island)																																																
Construction (Actual Date and Duration will be Dependent on Award of Contract)																																																
Construction Project Close-out																																																