



EA Engineering, Science, and Technology, Inc.

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21 November, 2014

Keith Kurz
City of Grand Island
City Hall, 100 East First Street
P.O. Box 1968
Grand Island, Nebraska 68801-1968

RE: Technical and Cost Proposal for Project 4 – Webb Road Drainage Study Project No. 2015-D-1,
Grand Island, NE
EA Proposal Number: 0701347

Dear Mr. Kurz:

The purpose of this letter is to forward EA Engineering, Science, and Technology, Inc.'s (EA's) requested proposal per our discussions on 17 November 2014. EA's proposal response consists of three elements: Scope of Work, Price Schedule, and EA's Standard Consulting Services Contract. In summary, EA proposes to perform the requested services as outlined in the attached documents on a time and materials basis with an upset limit of \$39,800.00.

Under EA's Consulting Services Contract format, this project will be identified as shown above as 0701347. If additional services are desired, follow-on work can be added by simply forwarding a proposal that references the Consulting Services Contract above, which will serve as a Basic Ordering Agreement. Follow-on projects will contain the same basic identifying number as above followed by a dash and a numerically increasing number. This will facilitate expedited proposal preparation, project setup, and execution.

As the first project, *Exhibit A-1: Scope of Work*, *Exhibit B-1: Price Schedule*, and *Exhibit C: Consulting Services Contract* are provided. Please review the attached exhibits to ensure that they meet your approval. To confirm your acceptance of EA's project approach and technical assumptions, pricing, and contract terms, please sign and date the acknowledgement of proposal in the "client" space provided on Page 5 of EA's Consulting Services Contract, and return this entire document to my attention. I will have the contract countersigned by the appropriate EA personnel and a copy immediately returned for your records. EA will begin work shortly after receiving the documents.

EA greatly appreciates the opportunity to serve you on this project. If I can be of any further assistance, please do not hesitate to contact me at 402-476-3766.

Sincerely,

A handwritten signature in cursive script that reads 'Lucas Rief'.

Lucas Rief, PE
Project Manager

LLR
Attachments

Exhibit A-1: Scope of Work (Contract No. 0701347)

This Scope of Work is incorporated into the Consulting Services Contract referenced above between EA Engineering, Science, and Technology, Inc. and the City of Grand Island.

SCOPE OF WORK

The following is a detailed description of technical services included in the work:

Phase 1- Data Collection

1. Project kick-off meeting will be conducted to review background information, project scope, expectations, schedule, and design criteria. The meeting will be in Grand Island. EA will provide meeting agenda and minutes.
2. Collect existing site information from available sources such as parcel boundaries, stormwater as-built drawings, and LiDAR surface data. The data will be reviewed and confirmed during the field survey.
3. Contact property owners via door hangers or phone calls prior to field survey on private property.
4. Conduct field survey of existing stormwater utilities within the drainage study area, and along route leading to the Highway 281 and Highway 30 interchange. This survey will be completed to the same specifications as the geospatial data collection of Grand Island's Public Storm Water Conveyance System. It is assumed that no more than 50 structures will be surveyed.
5. The drainage study area will include the watershed contributing to a privately owned basin on Industrial Lane, generally bounded by Webb Road, Industrial Lane, Highway 30, and Old Highway 30.
6. Survey data will be delivered to the City in an updated geodatabase. Field books will also be copied and delivered in PDF format.

Phase 2- Drainage Study

1. Develop a complete a Hydrologic and Hydraulic model of the drainage study area. SWMM based software will be used for this modeling.
2. Develop and evaluate conceptual design measures, which may include the following:
 - a. Connect the existing stormwater basins to an existing stormwater conduit along Webb Road.
 - b. Connect low-lying areas along Webb Road to existing stormwater system.
 - c. Repair erosion in the privately owned stormwater basin (along east side). Also repair the existing stormwater conduit.
 - d. Repair erosion around all other stormwater outlets in the privately owned stormwater basin. This repair will include replacing erosion protection aprons at each outlet.
 - e. Connect low-lying areas along Old US Highway 30 to existing stormwater system.
 - f. Renovate the existing stormwater basins and continue using them, or modify how they function.
 - g. Repair or replace existing stormwater conduits.
 - h. Reduce the size of existing stormwater basins.
 - i. Convert existing basins to also server as water quality features.
3. Screen conceptual design measures for feasibility, cost, and effectiveness.
4. Assemble measures into a list of four (4) alternative designs. Two designs will include water quality features contingent on grant funding.
5. Conduct alternative design review meeting in Grand Island with City staff to review and discuss which measures arte to be included in the four (4) alterative designs.

6. Four (4) alternative designs will be amended and approved by the City at the review meeting and meeting minutes will be completed to summarize the City's approval of selected alternative designs.
7. Develop 10% conceptual design for the four (4) alternatives, including a one (1) page figure and cost estimate for each alternative.
8. Prepare Drainage Study Report which summarizes project background, field study work, design alternatives, and a recommended design.
9. Two recommendations will be provided, one with the assumption that funding will be provided by NDEQ or other source for water quality features, and a second recommendation without the funding.

Phase 3- Funding Research

1. Research funding source requirements at NDEQ, and Central Platte NRD. Elements required by funding sources will be included in alternative designs.
2. Meet with NDEQ to discuss the project and determine funding source requirements.
3. Meet with Central Platte NRD to discuss the project and options for developing wider area watershed plans along the Highway 281 corridor and matching fund availability.
4. Make recommendations in the Drainage Study Report for funding sources and development of larger area watershed plans which may make more funding available to the City.

Schedule

EA proposes to complete the Scope of Work listed above according to the following proposed schedule which is based upon the Notice to Proceed (NTP) date.

<u>Deliverable</u>	<u>Date</u>
Kickoff Meeting Minutes.....	NTP + 14 days
Alternative Review Meeting Minutes.....	NTP + 40 days
Drainage Study Report.....	NTP + 90 days
Stormwater Utility Survey Data Submittal.....	NTP + 90 days

Phase 4 – Additional Services

The objective of Phases 1-3 is to provide recommendations to the City regarding drainage improvements. The final scope for Phase 4 will depend on the findings and recommendations from Phases 1-3. Additional services may include the following items:

1. Final design (30%, 60%, 90%, Final)
2. Permitting
3. Easements and right-of-way
4. Bidding assistance
5. Construction phase services
6. Larger area watershed basin planning, analysis and study
7. Preparation of grant applications

The detailed tasks and costs for additional services will be provided upon request according to mutually agreed contract modification.

Exhibit B-1: Price Schedule (Contract No. 0701347)

The following project price applies to the services provided by EA Engineering, Science, and Technology, Inc. for the project and contract referenced above.

EA proposes to perform the requested services as outlined on a time and materials basis with an upset limit of **\$39,800.00**. The labor and other direct costs necessary to complete work are included in the price.

**TOTAL COST SUMMARY
TABLE A**

**GRAND ISLAND
PROJECT 4 - WEBB ROAD - UPRR TO HWY 30 DRAINAGE STUDY 2015 D-1
ESTIMATED COSTS FOR ENGINEERING SERVICES**

	Labor Hours	Labor Cost	ODC's	TOTAL
Phase 1 - Data Collection	118	\$9,460.00	\$1,684.32	\$11,144.32
Phase 2 - Drainage Study	232	\$19,270.00	\$352.02	\$19,622.02
Phase 3 - Funding Research	86	\$8,820.00	\$213.66	\$9,033.66
TOTALS	436	\$37,550.00	\$2,250.00	\$39,800.00

GRAND ISLAND
PROJECT 4 - WEBB ROAD - UPRR TO HWY 30 DRAINAGE STUDY 2015 D-1
ESTIMATED COSTS FOR ENGINEERING SERVICES
TABLE B - SUMMARY OF ESTIMATED COSTS

(1) Direct Labor	Class Code	Hours	Rate	Cost
Program Manager		0	\$180.00	\$0.00
Senior Technical Review/ Senior PM		18	\$170.00	\$3,060.00
Project Manager		44	\$100.00	\$4,400.00
Senior Engineer		0	\$150.00	\$0.00
Mid-level Engineer		104	\$100.00	\$10,400.00
Junior Engineer		184	\$70.00	\$12,880.00
Construction Manager		0	\$70.00	\$0.00
Engineering/Field Technician		0	\$45.00	\$0.00
Senior Geologist		0	\$140.00	\$0.00
Mid-level Geologist		0	\$80.00	\$0.00
Junior Geologist		0	\$60.00	\$0.00
Senior Scientist		18	\$150.00	\$2,700.00
Mid-level Scientist		0	\$80.00	\$0.00
Junior Scientist		18	\$60.00	\$1,080.00
CADD/GIS		10	\$85.00	\$850.00
Drafter		36	\$55.00	\$1,980.00
Administrative Assistant		4	\$50.00	\$200.00
Clerical Support		0	\$50.00	\$0.00
Subtotal Direct Labor and Multipliers				\$37,550.00
(3) Subcontractors	Units	No. of Units	Rate	Cost
Subcontractor 1	LS	0	\$1.00	\$0.00
Subcontractor 2	LS	0	\$1.00	\$0.00
Subcontractor 2	LS	0	\$1.00	\$0.00
Subcontractor 4	LS	0	\$1.00	\$0.00
Subtotal Subcontractors		0		\$0.00
Markup @ 14.98%				\$0.00
Subtotal Subcontractors and Markup				\$0.00
(3) Usage and Other Costs	Units	No. of Units	Rate	Cost
Bond/Vellum Plots/Copies - B&W	sq ft	0	\$0.32	\$0.00
Bond/Vellum Plots/Copies - Color	sq ft	0	\$2.54	\$0.00
Photo Quality Plots/Copies - Color	sq ft	0	\$3.81	\$0.00
Report Preparation Materials	inch	6	\$24.92	\$149.52
Microcomputer GIS (ARC/INFO)	hr	8	\$7.95	\$63.60
Marsh-McBirney 201	day	0	\$72.50	\$0.00
Level, Tripod, Rod	day	0	\$32.53	\$0.00
Trimble GPS GeoXT/Mobile Mapper	day	0	\$89.93	\$0.00
Trimble GPS GeoXT/Mobile Mapper	week	0	\$359.70	\$0.00
RTK GPS	day	3	\$350.00	\$1,050.00
Vehicle Usage (1/2 Ton Pickup)	day	6	\$70.74	\$424.44
Vehicle Usage (1/2 Ton Pickup)	week	0	\$282.96	\$0.00
Vehicle Usage (Pickup)	mile	1200	\$0.34	\$408.00
Mini-Rae Survey Mode PID	day	0	\$95.40	\$0.00
Turbidity Meter	day	0	\$44.52	\$0.00
Water Level Meter-Soninst 101/QED	day	0	\$31.80	\$0.00
YSI-556	day	0	\$89.93	\$0.00
Giddings Rig	day	0	\$254.40	\$0.00
Jon Boat w Motor	day	0	\$67.89	\$0.00
Large Boat (17' Pointer of Maine)	day	0	\$146.28	\$0.00
Shipping	ea	0	\$1.00	\$0.00
Supplies	ea	154	\$1.00	\$154.44
Other	ea	0	\$1.00	\$0.00
Subtotal Usage and Other Costs		1377		\$2,250.00
Subtotal ODC's				\$2,250.00
(4) Travel	Units	No. of Units	Rate	Cost
Airfare	R/T	0	\$500.00	\$0.00
Per Diem	day	0	\$129.00	\$0.00
Rental Car	day	0	\$50.00	\$0.00
Mileage (POV)	mile	0	\$0.56	\$0.00
Subtotal Travel		0		\$0.00
Markup @ 14.98%				\$0.00
Subtotal Travel and Markup				\$0.00
TOTAL ESTIMATED PROJECT COSTS				\$39,800.00

GRAND ISLAND
 PROJECT 4 - WEBB ROAD - UPRR TO HWY 30 DRAINAGE STUDY 2015 D-1
 ESTIMATED COSTS FOR ENGINEERING SERVICES
 Phase 1 - Data Collection

(1) Direct Labor	Class Code	Hours	Rate	Cost
Program Manager		0	\$180.00	\$0.00
Senior Technical Review/ Senior PM		6	\$170.00	\$1,020.00
Project Manager		8	\$100.00	\$800.00
Senior Engineer		0	\$160.00	\$0.00
Mid-level Engineer		16	\$100.00	\$1,600.00
Junior Engineer		80	\$70.00	\$5,600.00
Construction Manager		0	\$70.00	\$0.00
Engineering/Field Technician		0	\$45.00	\$0.00
Senior Geologist		0	\$140.00	\$0.00
Mid-level Geologist		0	\$80.00	\$0.00
Junior Geologist		0	\$60.00	\$0.00
Senior Scientist		0	\$150.00	\$0.00
Mid-level Scientist		0	\$80.00	\$0.00
Junior Scientist		0	\$80.00	\$0.00
CADD/GIS		0	\$85.00	\$0.00
Drafter		8	\$65.00	\$440.00
Administrative Assistant		0	\$50.00	\$0.00
Clerical Support		0	\$50.00	\$0.00
Subtotal Direct Labor and Multipliers				\$9,460.00
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(2) Subcontractors	Units	No. of Units	Rate	Cost
Subcontractor 1	LS	0	\$1.00	\$0.00
Subcontractor 2	LS	0	\$1.00	\$0.00
Subcontractor 2	LS	0	\$1.00	\$0.00
Subcontractor 4	LS	0	\$1.00	\$0.00
Subtotal Subcontractors				\$0.00
Markup @ 14.98%				\$0.00
Subtotal Subcontractors and Markup				\$0.00
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(3) Usage and Other Costs	Units	No. of Units	Rate	Cost
Bond/Vellum Plots/Copies - B&W	sq ft	0	\$0.32	\$0.00
Bond/Vellum Plots/Copies - Color	sq ft	0	\$2.54	\$0.00
Photo Quality Plots/Copies - Color	sq ft	0	\$3.81	\$0.00
Report Preparation Materials	inch	1	\$24.92	\$24.92
Microcomputer GIS (ARC/INFO)	hr	0	\$7.95	\$0.00
Marsh-McBirney 201	day	0	\$72.50	\$0.00
Level, Tripod, Rod	day	0	\$32.53	\$0.00
Trimble GPS GeoXT/Mobile Mapper	day	0	\$89.93	\$0.00
Trimble GPS GeoXT/Mobile Mapper	week	0	\$359.70	\$0.00
RTK GPS	day	3	\$350.00	\$1,050.00
Vehicle Usage (1/2 Ton Pickup)	day	4	\$70.74	\$282.96
Vehicle Usage (1/2 Ton Pickup)	week	0	\$282.96	\$0.00
Vehicle Usage (Pickup)	mile	800	\$0.34	\$272.00
Mini-Rae Survey Mode PID	day	0	\$95.40	\$0.00
Turbidity Meter	day	0	\$44.52	\$0.00
Water Level Meter-Sonlinst 101/QED	day	0	\$31.80	\$0.00
YSI-556	day	0	\$89.93	\$0.00
Giddings Rig	day	0	\$254.40	\$0.00
Jon Boat /w Motor	day	0	\$67.89	\$0.00
Large Boat (17' Pointer of Maine)	day	0	\$146.28	\$0.00
Shipping	ea	0	\$1.00	\$0.00
Supplies	ea	54	\$1.00	\$54.44
Other	ea	0	\$1.00	\$0.00
Subtotal Usage and Other Costs				\$1,684.32
Subtotal ODC's				\$1,684.32
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(4) Travel	Units	No. of Units	Rate	Cost
Airfare	R/T	0	\$500.00	\$0.00
Per Diem	day	0	\$129.00	\$0.00
Rental Car	day	0	\$50.00	\$0.00
Mileage (POV)	mile	0	\$0.56	\$0.00
Subtotal Travel				\$0.00
Markup @ 14.98%				\$0.00
Subtotal Travel and Markup				\$0.00
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TOTAL ESTIMATED PROJECT COSTS				\$11,144.32

GRAND ISLAND
 PROJECT 4 - WEBB ROAD - UPRR TO HWY 30 DRAINAGE STUDY 2015 D-1
 ESTIMATED COSTS FOR ENGINEERING SERVICES
 Phase 2 - Drainage Study

(1) Direct Labor	Class Code	Hours	Rate	Cost
Program Manager		0	\$180.00	\$0.00
Senior Technical Review/ Senior PM		8	\$170.00	\$1,360.00
Project Manager		28	\$100.00	\$2,800.00
Senior Engineer		0	\$150.00	\$0.00
Mid-level Engineer		58	\$100.00	\$5,800.00
Junior Engineer		96	\$70.00	\$6,720.00
Construction Manager		0	\$70.00	\$0.00
Engineering/Field Technician		0	\$45.00	\$0.00
Senior Geologist		0	\$140.00	\$0.00
Mid-level Geologist		0	\$80.00	\$0.00
Junior Geologist		0	\$60.00	\$0.00
Senior Scientist		0	\$150.00	\$0.00
Mid-level Scientist		0	\$80.00	\$0.00
Junior Scientist		0	\$60.00	\$0.00
CADD/GIS		10	\$85.00	\$850.00
Drafter		28	\$55.00	\$1,540.00
Administrative Assistant		4	\$50.00	\$200.00
Clerical Support		0	\$50.00	\$0.00
Subtotal Direct Labor and Multipliers				\$19,270.00

(2) Subcontractors	Units	No. of Units	Rate	Cost
Subcontractor 1	LS	0	\$1.00	\$0.00
Subcontractor 2	LS	0	\$1.00	\$0.00
Subcontractor 2	LS	0	\$1.00	\$0.00
Subcontractor 4	LS	0	\$1.00	\$0.00
Subtotal Subcontractors		0		\$0.00
Markup @ 14.98%				\$0.00
Subtotal Subcontractors and Markup				\$0.00

(3) Usage and Other Costs	Units	No. of Units	Rate	Cost
Bond/Vellum Plots/Copies - B&W	sq ft	0	\$0.32	\$0.00
Bond/Vellum Plots/Copies - Color	sq ft	0	\$2.54	\$0.00
Photo Quality Plots/Copies - Color	sq ft	0	\$3.81	\$0.00
Report Preparation Materials	inch	4	\$24.92	\$99.68
Microcomputer GIS (ARC/INFO)	hr	8	\$7.95	\$63.60
Marsh-McBirney 201	day	0	\$72.50	\$0.00
Level, Tripod, Rod	day	0	\$32.53	\$0.00
Trimble GPS GeoXT/Mobile Mapper	day	0	\$89.93	\$0.00
Trimble GPS GeoXT/Mobile Mapper	week	0	\$359.70	\$0.00
RTK GPS	day	0	\$350.00	\$0.00
Vehicle Usage (1/2 Ton Pickup)	day	1	\$70.74	\$70.74
Vehicle Usage (1/2 Ton Pickup)	week	0	\$282.96	\$0.00
Vehicle Usage (Pickup)	mile	200	\$0.34	\$68.00
Mini-Rae Survey Mode PID	day	0	\$95.40	\$0.00
Turbidity Meter	day	0	\$44.52	\$0.00
Water Level Meter-Sonlinst 101/QED	day	0	\$31.80	\$0.00
YSI-556	day	0	\$89.93	\$0.00
Giddings Rig	day	0	\$254.40	\$0.00
Jon Boat w/ Motor	day	0	\$67.89	\$0.00
Large Boat (17' Pointer of Maine)	day	0	\$146.28	\$0.00
Shipping	ea	0	\$1.00	\$0.00
Supplies	ea	50	\$1.00	\$50.00
Other	ea	0	\$1.00	\$0.00
Subtotal Usage and Other Costs		263		\$352.02
Subtotal ODC's				\$352.02

(4) Travel	Units	No. of Units	Rate	Cost
Airfare	R/T	0	\$500.00	\$0.00
Per Diem	day	0	\$129.00	\$0.00
Rental Car	day	0	\$50.00	\$0.00
Mileage (POV)	mile	0	\$0.56	\$0.00
Subtotal Travel		0		\$0.00
Markup @ 14.98%				\$0.00
Subtotal Travel and Markup				\$0.00

TOTAL ESTIMATED PROJECT COSTS **\$19,622.02**

GRAND ISLAND
 PROJECT 4 - WEBB ROAD - UPRR TO HWY 30 DRAINAGE STUDY 2015 D-1
 ESTIMATED COSTS FOR ENGINEERING SERVICES
 Phase 3 - Funding Research

(1) Direct Labor	Class Code	Hours	Rate	Cost
Program Manager		0	\$180.00	\$0.00
Senior Technical Review/ Senior PM		4	\$170.00	\$680.00
Project Manager		8	\$100.00	\$800.00
Senior Engineer		0	\$150.00	\$0.00
Mid-level Engineer		30	\$100.00	\$3,000.00
Junior Engineer		8	\$70.00	\$560.00
Construction Manager		0	\$70.00	\$0.00
Engineering/Field Technician		0	\$45.00	\$0.00
Senior Geologist		0	\$140.00	\$0.00
Mid-level Geologist		0	\$80.00	\$0.00
Junior Geologist		0	\$60.00	\$0.00
Senior Scientist		18	\$150.00	\$2,700.00
Mid-level Scientist		0	\$80.00	\$0.00
Junior Scientist		18	\$80.00	\$1,080.00
CADD/GIS		0	\$85.00	\$0.00
Drafter		0	\$55.00	\$0.00
Administrative Assistant		0	\$50.00	\$0.00
Clerical Support		0	\$50.00	\$0.00
Subtotal Direct Labor and Multipliers				\$8,820.00

(2) Subcontractors	Units	No. of Units	Rate	Cost
Subcontractor 1	LS	0	\$1.00	\$0.00
Subcontractor 2	LS	0	\$1.00	\$0.00
Subcontractor 2	LS	0	\$1.00	\$0.00
Subcontractor 4	LS	0	\$1.00	\$0.00
Subtotal Subcontractors		0		\$0.00
Markup @ 14.98%				\$0.00
Subtotal Subcontractors and Markup				\$0.00

(3) Usage and Other Costs	Units	No. of Units	Rate	Cost
Bond/Vellum Plots/Copies - B&W	sq ft	0	\$0.32	\$0.00
Bond/Vellum Plots/Copies - Color	sq ft	0	\$2.54	\$0.00
Photo Quality Plots/Copies - Color	sq ft	0	\$3.81	\$0.00
Report Preparation Materials	inch	1	\$24.92	\$24.92
Microcomputer GIS (ARC/INFO)	hr	0	\$7.95	\$0.00
Marsh-McBirney 201	day	0	\$72.50	\$0.00
Level, Tripod, Rod	day	0	\$32.53	\$0.00
Trimble GPS GeoXT/Mobile Mapper	day	0	\$89.93	\$0.00
Trimble GPS GeoXT/Mobile Mapper	week	0	\$359.70	\$0.00
RTK GPS	day	0	\$350.00	\$0.00
Vehicle Usage (1/2 Ton Pickup)	day	1	\$70.74	\$70.74
Vehicle Usage (1/2 Ton Pickup)	week	0	\$282.96	\$0.00
Vehicle Usage (Pickup)	mile	200	\$0.34	\$68.00
Mini-Rae Survey Mode PID	day	0	\$95.40	\$0.00
Turbidity Meter	day	0	\$44.52	\$0.00
Water Level Meter-Soninst 101/QED	day	0	\$31.80	\$0.00
YSI-556	day	0	\$89.93	\$0.00
Giddings Rig	day	0	\$254.40	\$0.00
Jon Boat w/ Motor	day	0	\$67.89	\$0.00
Large Boat (17' Pointer of Maine)	day	0	\$146.28	\$0.00
Shipping	ea	0	\$1.00	\$0.00
Supplies	ea	50	\$1.00	\$50.00
Other	ea	0	\$1.00	\$0.00
Subtotal Usage and Other Costs		252		\$213.66
Subtotal ODC's				\$213.66

(4) Travel	Units	No. of Units	Rate	Cost
Airfare	R/T	0	\$500.00	\$0.00
Per Diem	day	0	\$129.00	\$0.00
Rental Car	day	0	\$50.00	\$0.00
Mileage (POV)	mile	0	\$0.56	\$0.00
Subtotal Travel		0		\$0.00
Markup @ 14.98%				\$0.00
Subtotal Travel and Markup				\$0.00

TOTAL ESTIMATED PROJECT COSTS **\$9,033.66**

Exhibit C: EA's Consulting Services Contract



CONSULTING SERVICES CONTRACT

Contract # 0701347

Date: 11/21/2014

EA as used herein means EA Engineering, Science, and Technology, Inc.

Client as used herein means the other party to this contract.

WHEREAS, EA provides an extensive range of integrated and comprehensive consulting, engineering, scientific, and analytical services; and

WHEREAS, Client desires to utilize EA's services.

NOW, THEREFORE, for good and valuable consideration, EA agrees to provide the professional services described herein, and Client agrees to accept and pay for such services, all in accordance with the following terms and conditions:

1. **Definitions** The following terms shall have the meanings set forth below whenever they are used in this Agreement:
 - a) "Scope of Work" (SOW) shall mean the description of the services to be provided by EA as mutually agreed upon by EA and Client, and will be performed on either a firm fixed price (FFP) or time and materials (T&M) basis. The SOW and the Price will be set out in the attached Exhibit "A"(s) (or EA's Proposal) as described below, incorporated by reference into this Agreement.
 - b) "Documentation" shall mean deliverable documentation as described in the SOW.
 - c) "Equipment" shall mean all indoor and outdoor equipment used by EA at Client sites for the purpose of providing services as described in the SOW.
 - d) "Proprietary Information" shall mean all data, information, manuals, materials, trade secrets, patents, products, processes, plans, whether in written, graphic or oral form, and similar proprietary know-how of EA.
2. **Ordering** EA services sought by the Client shall be ordered as follows:
 - a) In response to either a written or verbal request from Client, EA will prepare a written proposal that shall minimally contain a SOW, cost and form of compensation (FFP or T&M).
 - b) Each EA Proposal shall be dated and sequentially numbered as Exhibit A1, A2, A3, etc. and reference this EA Consulting Service Agreement contract number.
 - c) If acceptable, the Client will sign and date the EA proposal acknowledging acceptance of the costs of the services to be rendered by EA
3. **Compensation / Billing** EA's invoices will be issued at least monthly and are payable upon receipt. Invoices shall reference the appropriate EA Proposal

Letter or Exhibit A numbers. Balances thirty (30) days past due are subject to interest at 1.5% per month. EA may suspend services under any Client Agreement until all past due accounts have been paid.

The SOW is often not fully definable prior to the execution of this Agreement as investigation may uncover additional facts and information requiring an alteration in the SOW and/or the Price for the services. For services on a time and materials basis, the proposed fees are EA's best estimate of the charges required to complete the SOW. EA will inform Client of any material changes to either the SOW or the Price that may be required and which may alter the terms of this Agreement.

Costs and schedule commitments are subject to renegotiation for unreasonable delays caused by Client's failure to provide free access to sampling areas, specified facilities, or information, or for delays caused by unpredictable occurrences, or force majeure, such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in this Agreement.

In the event EA is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a proceeding to which it is not a party, Client shall reimburse EA for its costs and compensate EA at its then standard rates for the time spent gathering information and documents. Client agrees to compensate EA at the rate of one and one-half times EA's then current hourly rates for time spent in any deposition, hearing, proceeding or trial.

For services provided on a time-and-materials basis, the minimum time segment is four (4) hours for field work and one (1) hour for office work. The rental or use of EA's Equipment will be charged to the project in accordance with EA's "Corporate Equipment Rate Billing Schedule" which is either incorporated into the rates shown in Exhibit B, or is available upon Client's request. Equipment rates are subject to annual adjustment each September. EA's labor rates for services provided on a time-and-materials basis, are fixed for one year with annual adjustment upon notice to Client.

Expenses related to the services and reimbursable by Client ("Other Direct Costs") include without limitation, travel and living expenses, phone, FAX, overnight delivery services, postage, shipping, and production costs; identifiable drafting and word processing supplies; equipment usage and rental fees; and expendable materials and supplies. Other Direct Costs are reimbursable by Client and are billed at EA's cost plus 20 percent.



CONSULTING SERVICES CONTRACT

Contract # 0701347

Date: 11/21/2014

Subconsultant and/or subcontractor costs are reimbursable by Client and are billed at EA's cost plus 20%. Where applicable, any local or state taxes or fees (except state income taxes) are in addition to any quoted price/cost.

- 4. Termination** This Agreement may be terminated by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Such termination is effected upon providing: (1) not less than thirty (30) calendar days written notice, and (2) an opportunity for consultation with the terminating party prior to termination. Client will be responsible for all services and direct expenses associated with the project through the effective date of cancellation, plus reasonable fee(s) and/or expenses for reallocation and demobilization of personnel and equipment.
- 5. Confidential Information / Inventions** All Proprietary Information furnished by EA in connection with this Agreement, but not developed as a result of work under this Agreement or under prior agreements between Client and EA, shall be held confidential by Client, and returned to EA within thirty (30) days of the completion of the services or conclusion of the litigation wherein EA's services were provided.

All inventions, techniques, and improvements held by EA to be proprietary or trade secrets of EA prior to any use on behalf of Client, as well as all inventions, techniques, and improvements developed by EA independent of the services rendered to Client under this Agreement, remain the property of EA. Documents provided by Client will remain the Client's property, but EA may retain one confidential file copy.

- 6. Standard of Care** EA will prepare all work and provide services in accordance with generally accepted professional practices ordinarily exercised by reputable companies performing the same or similar services in the same geographic area. NO WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

Client shall furnish documents and information reasonably within Client's control and deemed necessary by EA for proper performance of its services. EA may rely upon Client-provided documents and information in performing the services required under this Agreement and EA assumes no responsibility or liability for their accuracy.

Client agrees to advise EA, no later than upon the execution of this Agreement, of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the

site where EA's services are to be performed, that presents a potential danger to human health, the environment, or EA's equipment. Client agrees to a continuing obligation to provide EA related information as it becomes available to the Client. By virtue of entering into this Agreement or providing services hereunder, EA does not assume control of, or responsibility as an operator, waste generator or otherwise for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law; or otherwise to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment.

Upon Client's request, EA's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by EA in its files shall be the official base document. The Client will retain one conformed written copy. EA makes no warranty or representation to Client that the magnetic copy is accurate or complete. Any modifications of such magnetic copy by Client shall be at Client's sole risk and without liability to EA. Such magnetic copy is subject to all conditions of this Agreement.

- 7. Indemnification** Each party shall indemnify, defend and hold harmless the other party from and against all liability, loss, cost, expense, or damage caused by the indemnifying party's negligent acts or negligent omissions in the performance of this contract. However in the event of any loss, damage or liability, whether to person or to property, arising out of the sole negligence of either EA or Client, such party will assume full responsibility for any liability arising thereof and hold harmless the other party. EA and Client further agree that if either EA or Client engages in willful misconduct, such party shall assume full responsibility for any liability arising thereof irrespective of the nature and degree of the other party's negligence, and will indemnify and hold harmless the other party. In no event shall EA be liable for any special, incidental, economic, or consequential damages whatsoever, regardless of the legal theory under which such damages may be incurred. In no event will EA's liability under this provision or Agreement exceed the lesser of the fees actually paid to EA under this Agreement or \$50,000.

For claims related to or involving pollution, toxic substances or hazardous wastes or for any other claims arising from underground hidden or undisclosed hazards, Client agrees to release, defend, indemnify and hold harmless EA and its officers, directors, employees, agents, consultants, and subcontractors from all claims, damages, losses, and expenses, including, but not limited to, reasonable fees and expenses of attorneys and



consultants, and court costs, arising out of the performance of this Agreement. Such indemnification and release includes claims which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases or any other material, irritant, contaminant or pollutant regardless of the legal theory under which such damages may be incurred.

EA's field personnel will avoid hazards or utilities that are visible to them at the site. EA is not responsible for any damage or loss to property owned by Client or third parties due undisclosed or unknown surface or subsurface conditions, except to the extent such damage or loss is a direct result of EA's gross negligence.

- 8. **Severability** If any term or provision of this Agreement is held or deemed to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, this Agreement shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.
- 9. **Third Party Rights** EA's services under this Agreement are being performed solely for the benefit of Client, and no other entity shall have any claim against EA because of this Agreement or the performance or nonperformance of services provided by EA hereunder.
- 10. **Entire Agreement** This Agreement contains the entire agreement of the parties. It may not be modified or terminated orally. Any modification to these terms and conditions without the written approval of EA shall be null and void. In no event will the terms of any purchase order, work order or any other document provided by Client modify or amend this Agreement, even if it is signed by EA, unless EA signs a written statement expressly indicating that such terms supersede the terms of this Agreement. Any such terms are expressly rejected by EA.
- 11. **Assignment** EA reserves the right to assign this Agreement to its affiliates, subsidiaries, or successors as necessary in order to effectively carry out and complete the services specified by this Agreement.
- 12. **Governing Law** This Agreement shall be deemed made in, and in all respects interpreted, construed, and governed by, the laws of the State of Maryland, U.S.A.. All disputes arising hereunder are to be resolved in the state and federal courts having jurisdiction of such disputes sitting in the State of Maryland or hearing appeals therefrom. Both parties consent to the jurisdiction of such courts over them for the purposes of this Agreement, and agree to accept service of process by registered mail.

**EA ENGINEERING, SCIENCE, AND TECHNOLOGY,
INC.**

By: Dale Schautman

Name: Dale Schautman

Title: LINCOLN OPERATIONS MANAGER

Date: 12/11/14

CLIENT

By: Jeremy Jensen

Name: Jeremy Jensen

Title: Mayor

Date: 12/22/14