



City of Grand Island

Tuesday, February 14, 2017

Council Session

Item G-16

#2017-31 - Approving Agreement for Engineering Consulting Services Related to Sycamore Street Underpass Rehabilitation

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: February 14, 2017

Subject: Approving Agreement for Engineering Consulting Services Related to Sycamore Street Underpass Rehabilitation

Presenter(s): John Collins PE, Public Works Director

Background

The City of Grand Island had two separate engineering firms' complete studies on the condition and status of the Sycamore Street underpass which was built in 1950. These studies outlined some repairs and replacements which should be implemented to extend the life of the structure. Most issues needing to be addressed are related to the retaining walls of the structure as well as the South Front Street Bridge. The current storm sewer pumping system for the underpass is also outdated and in poor repair. The main purpose of this project is to do further geotechnical and structural analysis, analyze the recommendations, and to develop the most cost effective design to present to council prior to construction.

On November 25, 2016 the Engineering Division of the Public Works Department advertised for Engineering Services for the Sycamore Street Underpass Rehabilitation, with twelve (12) potential respondents.

Discussion

Two (2) engineering firms submitted qualifications for the engineering services for Sycamore Street Underpass Rehabilitation. Alfred Benesch & Company of Lincoln, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

- Firm experience and qualifications on similar work (50%)
- Proposed project schedule/approach (40%)
- Past experience working with the City of Grand Island Public Works Department (10%)

Compensation for Alfred Benesch & Company's design services will be provided on a time and materials basis with a maximum fee of \$70,912.00.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the agreement with Alfred Benesch & Company of Lincoln, Nebraska, in the amount of \$70,912.00.

Sample Motion

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING SERVICES FOR THE 2017 CAPITAL IMPROVEMENT PROJECTS**

RFP DUE DATE: December 13, 2016 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: November 25, 2016

NO. POTENTIAL BIDDERS: 12

SUMMARY OF PROPOSALS RECEIVED

HDR
Omaha, NE

JEO Consulting Group, Inc.
Wahoo, NE

EA Engineering
Lincoln, NE

Schemmer Associates
Lincoln, NE

Olsson Associates
Lincoln, NE

Felsburg Holt & Ullevig
Omaha, NE

Alfred Benesch & Company
Grand Island, NE

Miller & Associates
Kearney, NE

cc: John Collins, Public Works Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Renae Griffiths, Finance Director
Keith Kurz, PW Engineer

P1925

CONSULTING SERVICES AGREEMENT

CLIENT	City of Grand Island	Project Name	Sycamore St Underpass
Address	100 E. 1st Street		
	PO Box 1968		
	Grand Island, NE 68802-1968	Project Location	City of Grand Island
Telephone	402-363-2600		
Client Contact	Tim Golka	Consultant PM	Jay Bleier
Client Job No.	2017-U-1	Consultant Job No.	P1711248

This AGREEMENT is made by and between City of Grand Island, 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):

This contract includes consultation services to determine the cost of removal of the Front St bridge at Sycamore St and to provide alternative solutions for traffic flow at the subject location as well as review and assess the structural condition of associated retaining walls, and to review and provide storm water removal alternatives for the subject area as designated in Attachment A Scope of Services

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: \$ Not to exceed \$70,912.
☐ BY OTHER PAYMENT METHOD (See Attachment _____): \$ _____
☐ AS SHOWN ON SERIALLY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

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

CLIENT

ALFRED BENESCH & COMPANY

BY: _____ BY: _____
AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE

PRINT NAME: _____ PRINT NAME: _____

TITLE: _____ TITLE: _____

DATE: _____, 20____ DATE: _____, 20____

BENESCH OFFICE: _____

ADDRESS: _____

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).

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. CONSULTANT shall be permitted to rely on CLIENT furnished documents and 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 the available limit of CONSULTANT's insurance coverage or the total fee for Services rendered on this Project, whichever is less, 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.

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.

Std S Client Agree
October 2015

ATTACHMENT A

Scope of Services

City of Grand Island Project Number 2017-U-1 Sycamore St Underpass

TASK 1. Project Management

1.1 Project Management

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

TASK 2. General Project Meetings

2.1 Review Meetings

Benesch will schedule and attend two (2) review meetings. The first is to review the analysis of the alternatives, and the second to receive the City's review comments from the draft report submittal.

2.2 Presentations

Benesch will attend as requested by City of Grand Island staff to provide support for the presentation of the alternatives and analysis to the Grand Island City Council.

TASK 3. Geotechnical Investigation

3.1 Benesch shall provide a geotechnical investigation for the project. The investigation shall comprise of the drilling of (6) six borings to a depth of 30 feet. Samples shall be taken at 2 feet and then at 5 foot increments starting at 5 feet below existing grade.

3.2 Samples shall be tested and field and laboratory information shall be supplied in a boring log for each boring. The boring log shall contain the boring location, date, driller, weather, and graphical and numerical information pertaining to the boring. This information shall include at a minimum grade elevation, depth of samples, blow counts, soil description, soil classification, and depth to ground water.

TASK 4. Survey

4.1 Desktop Review of Existing Material

Benesch will review and validate any pertinent existing material to verify the accuracy of the information that will be used for the design of the project.

4.1.a Field Survey

Benesch will perform additional necessary topographic ground survey including an additional 30 feet wide strip along the east and west of Sycamore St from the start of retaining walls north of 3rd St to the end of retaining walls south of 4th St, excluding the railroad ROW; and including the Front St bridge and a 30 foot wide strip along the north and south side of Front St to 50 feet east and west from each respective end of the Front St bridge.

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.

4.1.b 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.

4.1.c 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.

4.1.d 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.

4.1.e 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.

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.

Benesch will request 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; follow-up with utilities which do not provide timely or complete information or as necessary to evaluate the initial utility information received such as size, material, and depth of duct banks or other utility structures in conflict with possible main alignments; and provide the City of Grand Island copies of all utility maps, drawings, or other data relating to existing utility facilities obtained by the Benesch. 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

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and provide a preliminary estimate of reimbursable costs associated with the utility relocation. Plans will be distributed by Benesch to public and private utilities for comment.

4.1.f GIS File Completion

Benesch will provide any additional information to the City of Grand Island to allow for modification of the established GIS map by the City based upon any new topographic survey data.

TASK 5. Drainage Analysis

5.1 Conduct Field and Record Investigations

Benesch shall conduct field and record investigations of the project sites for proposed improvements. These services will include the following tasks:

5.1.a Inspect project sites and document representative existing conditions with digital photos. Provide the City of Grand Island electronic copies of the photos taken.

5.1.b Locate and obtain copies of as-constructed drawings for existing pump station.

5.1.c Review City of Grand Island's GIS data for the project sites including water, sewer, contours, parcels, and impervious surfaces.

5.2 Review Stormwater Runoff and System Capacity

5.2.a Using GIS data provided by the City of Grand Island, prepare maps showing the drainage area that surrounds the Sycamore Street Underpass.

5.2.b Generate stormwater runoff calculations for the 50%, 20%, 10%, 4%, 2% and 1% frequency storms based on the drainage area mapping.

5.2.c Using GIS data provided by the City of Grand Island, determine the capacity of the storm water system downstream of the underpass pumping system.

5.3 Alternatives Analysis

5.3.a Prepare two alternative designs for the underpass pumping system. The first design shall be based on utilizing as much of the existing pump pit and equipment as is practical. The second design shall be based on the construction of a new pump pit and equipment installation.

5.3.b Prepare cost estimates for both alternative designs.

5.3.c Prepare a draft memorandum that details the following:

1. Existing pump pit design and function,
2. Drainage area, flow calculations, and design storm,
3. Recommended pump and motor sizing,
4. Recommended pump pit design, and
5. Cost Estimates.

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TASK 6. Sycamore Underpass Traffic Analysis

To evaluate the concept of removing the South Front Street Bridge, a high level traffic study will be performed to evaluate the existing traffic volume levels and compare alternatives.

It is a condition of this proposal that City of Grand Island shall perform the collection of data. Collection of data performed by Benesch is not included in this agreement and would be done so at cost additional to this proposal at the express written consent of the City of Grand Island. City will provide available traffic counts along at the locations listed below:

- Front Street between Pine Street and Oak Street
- Front Street between Pine Street and Walnut Street (near US Post Office)
- 3rd Street between Pine Street and Sycamore Street
- 3rd Street between Sycamore and Oak Street
- Pine Street between Front Street and 3rd Street
- Pine Street near 4th Street
- 4th Street between Pine Street and Sycamore Street
- 4th Street between West of Pine Street
- Sycamore Street south of 3rd Street
- Oak Street between Front Street and 3rd Street
- Oak Street south of 4th Street
- Walnut Street north of Front Street
- YMCA driveways

Benesch will perform the following traffic planning level tasks:

7.1 Review traffic volume data provided by the City and evaluate existing traffic volume conditions of street network located near the project site.

7.2 Evaluate alternatives to the Front Street Bridge. Traffic volumes will be reassigned based estimated percentages of volumes shifting roadways.

7.3 NCHRP planning levels of service will be used to evaluate the existing and alternative volume conditions. No detailed capacity analysis will be completed using Synchro or Highway Capacity Software.

7.4 Develop a brief traffic memorandum to summarize the procedures and findings of the planning level analysis.

TASK 7. Structural Evaluation and Recommendations

Benesch shall utilize (2) two existing reports on the Sycamore St Underpass to supplement any performance of duties in determining the condition of the existing structures to be examined. Structures to be evaluated include the Front St Bridge over Sycamore St and the adjoining abutments, the adjacent retaining walls on each side of said bridge, and the retaining walls north of the railroad bridge structure. Structure existing within the railroad right-of-way are not to be included in any evaluation and subsequent report. Benesch will also investigate the feasibility of a “do-nothing” alternative.

7.1 Benesch shall take (4) four concrete cores for examination and petrographic analysis in order to determine the structural capability of the existing concrete in the abutments and retaining walls.

7.2 Benesch's structural expert shall perform a site visit in order to obtain a visual inspection of existing structures. Together with the existing reports, the petrographic analysis,

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and the visual inspection, a determination shall be made of the structural competence of the existing structures.

7.3 Utilizing the determination of structural competence, Benesch shall develop alternatives for action subsequent to removal of the existing bridge deck.

7.3.a Calculations for removal of the existing bridge deck and for each alternative shall be developed at a conceptual level.

7.3.b Cost for the deck removal and each alternative shall be prepared at a conceptual level.

7.4 A report containing the results of the investigation, course of action in removing the existing deck and implementing each alternative, and cost and design life comparisons shall be created for the bridge structure. Retaining walls shall be evaluated as independent structures and the conditions and possible alternatives included in the report. The report shall be supplemented by findings of the geotechnical investigation, survey, traffic analysis, and stormwater removal evaluations in order to provide a complete cost/benefit analysis of each alternative.

TASK 8. Environmental Review

Per discussion with the City of Grand Island, Benesch's engineering services does not include effort to complete a Corp of Engineers 404 permit for this project.

TASK 9. Water Main

Per discussion with the City of Grand Island, Benesch's services does not include any effort in the design of water utilities.

TASK 10. Wastewater

Per discussion with the City of Grand Island, Benesch's services does not include any effort in the design of sanitary sewer utilities.

TASK 11. Right-of-Way

Per discussion with the City of Grand Island, Benesch's engineering services does not include any effort in the definition or acquisition of Right-of-Way. Right-of-Way effort would be included in any subsequent contract for engineering design of a selected alternative.

TASK 12. 95% Submittal

Benesch shall submit the aforementioned report for review by the City of Grand Island. Benesch shall meet with City of Grand Island personnel after an appropriate review period to discuss and implement modifications as needed for submittal of the final report.

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TASK 13. Final Submittal

Upon incorporating review comments into the report, Benesch shall prepare and submit the report to the City's Project Manager for final review. .

TASK 14. Additional Phases (To be negotiated at a later date)

The work covered in this agreement includes site investigations and a report describing the existing conditions and the creation and comparison of the proposed alternative solutions. Preliminary engineering, final engineering, construction documents, bid documents, letting services, and construction phase services will be negotiated at a later date. The contract agreement will be amended to include these services at a date to be determined by the City of Grand Island subsequent to selection of the desired solution. Construction phase services will be approved at the same time the construction Contractor agreement is approved by the City Council.

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2016 EMPLOYMENT CLASSIFICATION AND RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>BILLABLE RATE</u>
Project Manager I	\$140.00
Project Manager II	\$155.00
Senior Project Manager	\$175.00
Project Principal	\$200.00
Project Engineer I	\$98.00
Project Engineer II	\$113.00
Senior Project Engineer	\$150.00
Landscape Architect	\$111.00
Construction Representative I	\$74.00
Construction Representative II	\$83.00
Construction Representative III	\$94.00
Inspector I	\$68.00
Inspector II	\$74.00
Designer I	\$79.00
Designer II	\$89.00
Technologist I	\$55.00
Technologist II	\$71.00
Senior Technologist	\$110.00
Technical Specialist I	\$80.00
Technical Specialist II	\$88.00
Senior Technical Specialist	\$123.00
Intern	\$44.00
Field/Lab Technician I	\$47.00
Field/Lab Technician II	\$57.00
Field/Lab Technician III	\$67.00
Senior Field/Lab Technician	\$87.00
Instrument Operator	\$51.00
Party Chief	\$69.00
Surveyor (RLS)	\$85.00
Senior Surveyor (RLS)	\$115.00
Scientist I	\$60.00
Scientist II	\$68.00

Project Scientist I (Geotechnical)	\$63.00
Project Scientist I (Environmental)	\$74.00
Project Scientist II (Geotechnical)	\$74.00
Project Scientist II (Environmental)	\$96.00
Project Scientist III (Environmental)	\$111.00
Senior Project Scientist	\$135.00
Business Development Assistant	\$48.00
Business Development Coordinator	\$69.00
Business Development Manager	\$105.00
Office Assistant	\$45.00
Project Assistant I	\$45.00
Project Assistant II	\$54.00
Division Administrative Assistant I	\$50.00
Division Administrative Assistant II	\$67.00

RESOLUTION 2017-31

WHEREAS, on November 25, 2016 the Engineering Division of the Public Works Department advertised for engineering services for Sycamore Street Underpass Rehabilitation; and

WHEREAS, on December 13, 2016 two (2) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria Alfred Benesch & Company of Lincoln, Nebraska was selected as the top engineering firm; and

WHEREAS, the City of Grand Island and Alfred Benesch & Company of Lincoln, Nebraska wish to enter into an Engineering Services Agreement to provide engineering consulting services for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and Alfred Benesch & Company of Lincoln, Nebraska for engineering design services related to Sycamore Street Underpass Rehabilitation, in the amount of \$70,912.00, is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2017	☐ City Attorney