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CONSULTING SERVICES AGREEMENT

CLIENT	City of Junction City	Project Name	Southwest Wastewater Treatment Plant
Address	700 N. Jefferson		Assessment
	P.O. Box 287		
	Junction City, KS 66441	Project Location	Junction City
			Southwest Waterwater Treatment Plants
Telephone	785-238-3103		
Client Contact	Greg McCaffery	Consultant PM	Chuck Bartlett
Client Job No.		Consultant Job No.	

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

See Attachment A

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

- [x] Attachment A: Scope of Services and Fee Estimate
- [x] Attachment B: Schedule of Unit Billing 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: $_____.
- [x] BY TIME AND MATERIALS: $22,120.
- [ ] 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

BY: _____
AUTHORIZED REPRESENTATIVE

DATE: _____, 20_____

TITLE: _____

BY: _____
AUTHORIZED REPRESENTATIVE

DATE: _____, 20_____

TITLE: _____

ALFRED BENESCH & COMPANY

BY: Charles A. Bartlett
AUTHORIZED REPRESENTATIVE

DATE: December 10, , 2011

TITLE: SenProj Mngr

BENESCH OFFICE: Manhattan

ADDRESS: 3226 Kimball Av
Manhattan, KS
66503

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

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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 follows:
ATTACHMENT A: Scope of Services and Fee Estimate
ATTACHMENT B: Schedule of Unit Billing Rates.
ATTACHMENT C: Other Attachments, if any.
or
EXHIBIT A: Work Authorization specifying the Method of Payment, Scope, and Fee.

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 as ATTACHMENT A or using EXHIBIT A, serially numbered Work Authorizations, 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 based on the Method of Payment which is identified on the signature page to this AGREEMENT or using EXHIBIT A, serially numbered Work Authorizations, attached hereto, and made a part of this AGREEMENT.

2.2 Paymentfor 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, attached hereto, and made a part of this AGREEMENT as ATTACHMENT B.

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 ATTACHMENT B.

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, which is identified, attached to, and made a part of this AGREEMENT as ATTACHMENT B.

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 ATTACHMENT B.

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 toCONSULTANT 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.

2.4.5 The billing rates specified in ATTACHMENT B for subsequent years shall be adjusted annually in accordance with CONSUL-TANT'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 Abandonmentof 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 Terminationof AGREEMENT
This AGREEMENT may be terminated for convenience on thirty (30) days' written notice or for cause if either party fails substantially to perform through no fault of the other and does not commence and make a continuing effort to effect correction of such non-performance within seven (7) days of written notice.

3.4 Paymentfor 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 oreffective 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 Assignmentand 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 ten (10) days' advance notice of
cancellation or change in the insurance coverage shown on such certificates.

4.3 Successorsand 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 thecompatibility 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 according toCONSULTANT's project billing rates, 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. CLIENTagrees 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

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 CONSULTANT shall not be liable to CLIENT for any special, indirect, or consequential damages whatsoever, whether caused by CONSULTANT'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 agents, subconsultants, and employees harmless from and against any and all claims, damages, losses and expenses, defense costs including attorneys' fees, and court arbitration costs and other liabilities arising out of or resulting from, wholly or in part, the performance of CONSULTANT's services hereunder, including the transport or disposal of hazardous samples or contaminated equipment by CONSULTANT on behalf of CLIENT, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the project property; **provided that** CLIENT shall not indemnify CONSULTANT against liability for damages or expenses to the extent caused by the negligence of CONSULTANT, its agents, subcontractors, or employees.

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 - Governing Law

This AGREEMENT is to be governed by the laws of the State of Illinois.

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EXHIBIT A

WORK AUTHORIZATION NO._____

PROJECT NO. _____ **DATE** _____, 20_____

PROJECT NAME Southwest Wastewater Treatment Plant Assessment

CLIENT PM Greg McCaffery **CONSULTANT PM** Chuck Bartlett

PHONE NO. 785-238-3103 **PHONE NO.** 785-539-2202

SCOPE OF SERVICES

This WORK AUTHORIZATION Number _____, with the AGREEMENT dated _____, 20_____, between Junction City, herein called CLIENT and Alfred Benesch & Company herein called CONSULTANT, constitutes the express authority given CONSULTANT by CLIENT to do work as follows (or as shown in Attachment A):

The following are attached to and hereby made a part of this WORK AUTHORIZATION:

☐ Attachment A: Scope of Services and Fee Estimate
☐ Attachment B: Schedule of Unit Billing Rates
☐ _____
☐ _____

FEE ESTIMATE

CONSULTANT will perform the Scope of Services described above or in Attachment A, and invoice monthly as noted below in accordance with the selected payment method:

☐ CLIENT will pay a Fee based on a **Time and Materials** not to exceed $_____ and invoice using Attachment B: Schedule of Unit Billing Rates.

☐ CLIENT will pay a **Lump Sum** Fee of $_____ and invoice using a percentage completed basis.

☐ CLIENT will pay by another method as described:_____

CLIENT

BY: _____
AUTHORIZED REPRESENTATIVE

DATE: _____, 20_____

TITLE: _____

BY: _____
AUTHORIZED REPRESENTATIVE

DATE: _____, 20_____

TITLE: _____

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

DATE: _____, 20_____

TITLE: Sen. Proj Mngr

BENESCH OFFICE: Manhattan

ADDRESS: 3226 Kimball
Manhattan, KS
660503

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

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2011 EMPLOYMENT CLASSIFICATION AND RATE SCHEDULE

CLASSIFICATION	BILLABLE RATE
Project Manager I	$140.00
Project Manager II	$155.00
Senior Project Manager	$161.00
Project Principal	$183.00
Project Engineer I	$85.00
Project Engineer II	$97.00
Senior Project Engineer	$125.00
Construction Representative I	$63.00
Construction Representative II	$69.00
Designer I	$68.00
Designer II	$76.00
Technologist I	$55.00
Technologist II	$62.00
Senior Technologist	$105.00
Technical Specialist I	$70.00
Senior Technical Specialist (per quote)	
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	$49.00
Party Chief	$69.00
Surveyor (RLS)	$78.00
Senior Surveyor (RLS)	$104.00
Project Scientist I (Geotechnical)	$63.00
Project Scientist I (Environmental)	$68.00
Project Scientist II (Geotechnical)	$65.00
Project Scientist II (Environmental)	$96.00
Project Scientist III (Environmental)	$111.00
Senior Project Scientist	$131.00
Business Development Assistant	$47.00
Business Development Coordinator	$65.00
Office Assistant	$40.00
Project Assistant I	$31.00
Project Assistant II	$54.00
Division Administrative Assistant I	$46.00
Division Administrative Assistant II	$56.00

Rates are good until December 31, 2011

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ATTACHMENT 'A'

SCOPE OF SERVICES

SOUTHWEST WASTEWATER TREATMENT FACILITY EVALUATION

This Scope of Services identifies the tasks and subtasks which Alfred Benesch & Company (the "Consultant") will follow in evaluating the **SOUTHWEST WASTEWATER TREATMENT FACILITY** for the City of Junction City (the "Owner").

The purpose of the facility evaluation is to provide the Owner an overview of the facilities' existing conditions and operational activities with focus on the overall operations and maintenance of the facilities. The evaluation is limited to the process equipment and general maintenance of related appurtenances and is not intended to be an inclusive facility study but a general maintenance needs report. The evaluation will be utilized to assist the Owner in establishing adjustments, evaluations, recommendations toward future operations and maintenance activities/programs and prioritization of capital improvement projects.

SCOPE OF SERVICES

TASK 1 -SITE VISIT (Costs)

Objective:
Spend time at the facility with the plant operator to review and document maintenance and operational procedures. The site visit is anticipated to take 2-3 days. The plant operator shall accompany the Consultant whom shall be provided full access to the facility.

Activities:

1. Site Visit (1) to meet with operator and review day to day operations (multiple days)
    a) Document Existing Facility Conditions (Does not include buildings)
    b) Review Process Operations
    c) Review Maintenance Operations
2. Facility includes:
    a) Wastewater Treatment Plant and on-site operations

TASK 2 - DOCUMENTATION REVIEW (Costs)

Objective:
To review previous studies, permits and related paper work. Meet with Plant Operator to review available records such as historic operational costs, man-hour requirements, and routine maintenance schedules.

Activities:

1. Meet with Plant Operator and review day to day operational procedures and review available data.
2. Review previous studies and permits. Meet with Owner to review additional paperwork that may be on file.
3. Review existing data for regulatory compliance.

TASK 3 - REPORT (Costs)

Objective:
Summarize the findings of the Site Visit and Documentation Review.

Activities:

1. Complete Evaluation Report which shall include:
    a) Condition summary of overall process operations.
    b) Description and photographs (if applicable) of existing conditions.
    c) Description of existing maintenance schedule, man-hour utilization and operational costs.
    d) Recommendations of proposed maintenance and operational procedures.
    e) Recommendations of short term and/or long term capital improvements.
    f) Summarize permitting issues.
2. Draft Report:
    a) Submit PDF version of draft report to Owner.
    b) Attend meeting with City Administration to review report and recommendations.
3. Final Report:
    a) Submit PDF and twelve (12) hard copy versions of final report to Owner.

Deliverables:

1. Twelve (12) Hard Copies of the Final Facility Evaluation Report

SCHEDULE

Due to the time sensitive need for the Owner the Consultant agrees to complete the evaluation and submit the final product within 30 days of receiving a written notice to proceed based upon a pre-determined start date. The start date shall be agreed to by both the Consultant and Owner in writing.

COMPENSATION

Work completed by the Consultant shall be compensated at the hourly rates shown in the attached Rate Schedule with a not-to-exceed amount of $22,120. Compensation shall be for actual hours work and expenses incurred.

Project Name: JC WWTP
Client Name: City of Junction City
Client Project Number:

Date Prepared: 11/10/2011
Prepared By: JPM

		Personnel	Princ.	Proj. Mgr.	Designer II	Construction Representative	Surveyor	Clerical		Deliverables	Subconsultant	Motel	Total
		Rate	$183.00	$145.00	$76.00	$55.00	$78.00	$40.00		$50.00	1	$85.00	
Task #	**Task Description**			**Personnel Hours**						**Expenses**			
Task 1	**SITE VISIT**												
1a	Document Facility Conditions			8									$1,160.00
1b	Review Process Operations			16									$2,320.00
1c	Review Maintenance Operations			16									$2,320.00
	HOURS SUBTOTAL		0	40	0	0	0	0		0	0	0	
	COST SUBTOTAL		$0.00	$5,800.00	$0.00	$0.00	$0.00	$0.00		$0	$0	$0	$5,800.00
Task 2	**DOCUMENTATION REVIEW**												
2a	Review previous studies, permits etc.			16									$2,320.00
2b	Review operations data.			16									$2,320.00
2c	Review existing lab data for regulatory compliance.			16									$2,320.00
	HOURS SUBTOTAL		0	48	0	0	0	0		0	0	0	
	COST SUBTOTAL		$0.00	$1,920.00	$0.00	$0.00	$0.00	$0.00		$0	$0	$0	$6,960.00
Task 3	**REPORT**												
3a	Draft Report			40				12					$6,280.00
3b	Meeting with Owner			8									$1,160.00
3c	Final Report			8				4		12.0			$1,920.00
	HOURS SUBTOTAL		0	56	0	0	0	16		12	0	0	
	COST SUBTOTAL		$0.00	$2,688.00	$0.00	$0.00	$0.00	$0.00		$600	$0	$0	$9,360.00

TOTAL $22,120.00

Note:

Task 3 Report Includes:

1. Complete Evaluation Report which shall include:
   a) Condition summary of overall process operations.
   b) Description and photographs (if applicable) of existing conditions.
   c) Description of existing maintenance schedule, man-hour utilization and operational costs.
   d) Recommendations of proposed maintenance and operational procedures.
   e) Recommendations of short term and/or long term capital improvements.
   f) Summarize permitting issues.
2. Draft Report:
   a) Submit PDF version of draft report to Owner.
   b) Attend meeting with City Administration to review report and recommendations.
3. Final Report:
   a) Submit PDF and twelve (12) hard copy versions of final report to Owner.