



20130238
Blanket Contract

City of Springfield Blanket Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of **BLANKET CONTRACTS** during the processing period.

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the blanket contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Office of Procurement			BK	1.18.2013
Public Works, Dept.	AC	1/24/2013	AC	1-24-2013
City Comptroller	Ula	1-25-13	Ula	1-25-13
Law	Ula	1/28	Ula	1/28
CAFO	Ula	1/28/13	Ula	1/30/13
Mayor	Ula	1.30.13	Ula	1.30.13
Office of Procurement	PK	1.30	PK	1.30

Vendor No.: 10318 Blanket Contract No.: 20130238 Blanket Contract Date: 1.9.13

Blanket Contract Amt.: \$500,000.00 Issue Date: Renewal Date:

Appropriation Code1:
Appropriation Code2:
Appropriation Code3:
Appropriation Code4:

Description of Funding Source:

Bid No.: 13-056 Requisition No.: PO No.:

Vendor Name: Alfred Benesch & Company

Blanket Contract Type:

Blanket Contract Purpose: Professional On-Call Engineering Services

Originating Dept.: Department of Public Works

Expiration Date: Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):
 New Renewal Amendment Extension

PROFESSIONAL ON-CALL ENGINEERING SERVICES

This AGREEMENT (also referred to as the contract) is made effective on the date of the last signatory and is made by and between the CITY OF SPRINGFIELD, a Massachusetts municipal corporation with a principal office at 36 Court Street, Springfield, Massachusetts 01103, acting by and through its Department of Public Works, with the approval of its Mayor, (hereinafter called the "OWNER"), and ALFRED BENESCH & COMPANY, a corporation with a usual place of business at 90 National Drive Glastonbury, CT 06033 (hereinafter called the "ENGINEER").

WITNESSETH:

WHEREAS, the owner desires to retain a multidiscipline Engineering firm to provide Professional Engineering Services for a project generally described as Special Projects/Basic Ordering Agreement;

WHEREAS, the ENGINEER represents and warrants that the ENGINEER, and its subsidiary organizations and subcontractors, meet the criteria set forth in Bid No. SPG-13-056 and that the ENGINEER possesses the necessary knowledge and experience to perform the Work and services herein described; and

WHEREAS, the OWNER desires to retain the ENGINEER on the terms and conditions set forth in this Agreement and the ENGINEER has agreed to accept such retainer;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

ARTICLE 1: TERM

The term of this AGREEMENT shall be for an initial period of ONE (1) year starting with the effective date. The OWNER solely shall have the option to extend this AGREEMENT on a yearly basis for two (2) additional terms, each term to be for a period of one year.

ARTICLE 2: SCOPE OF SERVICES

A. Services are to be provided only at the request of the Owner acting through its Department of Public Works and various other departments. Services will be requested on an as needed basis, and the Owner is not required to request any services. The Owner retains the right to procure engineering services otherwise than by this Agreement.

B. The ENGINEER agrees to furnish the OWNER the following general engineering services on an "as needed" basis:

1. Consultation and advice;
2. Feasibility Studies;
3. Field Investigation and Engineering Data Collection;
4. Engineering Reports;
5. Land Surveying;
6. Construction Cost Estimating;
7. Design Services, whole or in part;
8. Construction Management and Inspection;
9. Materials Testing;
10. Value Engineering;
11. Expert Testimony;
12. Environmental Assessments;
13. Landfill Services;
14. Preparation of O&M Manuals;
15. State of Federal Agency Mandate Compliance.

C. The ENGINEER may be required to accomplish projects which are too large for execution by the OWNER and /or which require special expertise including but not limited to the following:

1. Architectural Services;
2. Aerial Surveys;
3. Bridge Engineering;
4. Composting;
5. Construction Inspection & Administration;
6. Construction Management;
7. Electrical Engineering;
8. Environmental Permitting;
9. Environmental Sciences and engineering;
10. Geographic Information Systems;
11. Flood Control Systems;
12. Highway and Street Engineering;

13. Land Surveying;
14. Building Inspection and Assessments;
15. Mechanical Engineering;
16. Pavement Management;
17. Solid Waste Management;
18. Traffic Engineering;
19. Hazardous Material;
20. Geotechnical Engineering.

D. The ENGINEER will provide a wide range of design and specialized consulting services through the medium of an appropriately staffed division or subsidiary organizations or subcontractors. The ENGINEER shall require that the subsidiary organizations or subcontractors be directed by a professional engineer with the requisite training and experience in the specialized field. The ENGINEER always retains the primary responsibility for all aspects of the projects as assigned.

E. The ENGINEER will at all times employ, maintain, and assign to the performance of a project a sufficient number of competent and qualified professional and other personnel to meet the project requirements.

F. The ENGINEER shall establish and maintain a Quality Assurance Plan setting forth the ENGINEER'S policy for quality assurance and procedures for implementing that policy. The Quality Assurance Plan must apply to all employees, subsidiaries, and subcontractors engaged in work for the project and must include regular and written procedures for performance of all Project activities, and provide sufficient information to senior management to enable effective supervision of the Project. The existence of the Quality Assurance Plan does not diminish in any way the responsibility of the ENGINEER to perform all work according to the highest standards of professional care.

G. The ENGINEER shall maintain an effective internal control system sufficient to provide controls on Design review, quality assurance, project scheduling, personnel allocation, and financial control.

H. CHANGES:

The OWNER may make or approve changes within the general scope of services in this AGREEMENT. If such changes affect the

ENGINEER'S cost or the time required for performance of the services, an equitable adjustment mutually agreeable to the OWNER and ENGINEER will be made through an amendment to this AGREEMENT. The ENGINEER is required to make a timely written request for any such changes being requested by the ENGINEER.

ARTICLE 3: PROJECT ORDERS

A. FURNISH ALL SERVICES DESCRIBED HEREIN IN ACCORDANCE WITH THE FOLLOWING OVERALL OBJECTIVES:

The Engineer shall provide services as may be required and requested by the Owner. Provision of these services is to be accomplished under a series of definitive written Project Orders from the Owner to the ENGINEER. The Project Order will identify the work to be accomplished; the limit of compensation for each Project Order; and the schedule for performing the scope of service.

B. The procedure for implementing individual Project Orders shall be as follows:

1. THE ENGINEER shall be notified by the OWNER of the specific Project(s) to be performed, whereupon the ENGINEER and the OWNER shall mutually formulate a Scope of Services for each Project Order.
2. THE ENGINEER shall prepare a written proposal stating:
 - a. The Scope of Services;
 - b. The proposed schedule for completion;
 - c. The estimated staffing, number of man-hours for each profession, Direct labor costs, other direct costs (reimbursable expenses), and any other anticipated fees or costs associated with the accomplishment of the Project Order;
 - d. An estimated compensation cost ceiling for the Specific Project Order; and,
 - e. A list of any materials or information required from the OWNER to complete the Project Order Scope of Services.
3. Following OWNER review and approval of the ENGINEER's proposal, the agreed upon terms and provisions shall be prepared in Project Order format (Appendix A) and duly executed by both parties. Only the Director of the

applicable City Department shall have the authority to execute a Project Order.

4. No work is authorized on the Project Order until the Engineer has received a Notice to Proceed from the OWNER for the specific Task. Such authorization shall be in the form of a written letter signed by the Director of the applicable City Department. Any work performed prior to receiving such Notice to Proceed shall be at the ENGINEER'S risk. No work on the final design of any project shall be performed by the ENGINEER without the prior written authorization of the OWNER. All requests for change orders to the Project Order must be made in writing and timely (within ten calendar days of the precipitating event or receipt of information) by the ENGINEER or be considered waived.

5. For the purposes of this entire contract, Owner authorization or approval shall mean written approval signed by the Director of the applicable department. No other employee of the applicable City department shall have the authority to authorize or approve any terms, conditions, or changes to project orders or this Agreement.

C. INFORMATION TO BE INCLUDED IN THE ENGINEER'S PROPOSAL FOR THE PROJECT ORDER:

1. The total estimated engineering cost, along with an hourly rate fee schedule, must be included for the different job classifications that will be assigned to the project. Individual employee salaries are not required.
2. A summary, by task, of the man-hours projected for each job classification to be assigned to the project shall also be included along with a statement that the fee schedule shall remain valid for the length of the contract.
3. The ENGINEER is required to certify in writing in the proposal that the total estimated engineering cost is based on a Lump Sum "not to exceed" basis which will include all expenses, and that amount will not be exceeded without prior written authorization from the OWNER.

4. Increases or decreases in the scope of the project may result in an adjustment to the approved Lump Sum fee. Authorization to increase the approved Lump Sum fee will not be considered unless it can be clearly established that actual work is required beyond the currently approved scope of work.
5. The work associated with the total project shall be divided into various project tasks, along with the estimated cost for each task identified.
6. The ENGINEER must provide a time schedule, in bar graph form, from the notice to proceed to completion of the various tasks, as well as a statement requiring that the ENGINEER obtain written approval from the OWNER prior to proceeding into the Final Design phase.
7. The ENGINEER shall provide a statement establishing the length of the contract.
8. The ENGINEER shall include a copy of the proposed Organization Chart for the Project for the OWNER'S approval. The Organization Chart shall delineate the names, titles, and job duties of all the ENGINEER'S employees as well as any sub-consultants/subcontractors responsible for performance under the Project.
9. The ENGINEER shall designate in writing one person for each Project who, on the ENGINEER'S behalf, shall be responsible for directing and coordinating all of the services to be rendered by the ENGINEER under the Project. Such designee shall be subject to the approval of the OWNER based on the experience and professional licensing requirements.
10. A description of the ENGINEER'S proposed approach and methods of operation for accomplishing the work of the project.
11. The ENGINEER shall include a statement that all work on the project shall be performed in accordance with the provisions in this document unless otherwise noted. The ENGINEER shall comply with the OWNER'S Engineering Specifications/Guidelines-December 1991 (Appendix B) and

Hampden County Registry of Deeds Plan Regulations
(Appendix C).

12. The ENGINEER shall indicate an estimated maximum number of record plats that will be required and the fee per plat. The ENGINEER shall include a statement that final fee for this task shall be adjusted based on the actual number of plats prepared.

13. Unless otherwise noted, the original and two (2) copies of the proposal shall be submitted to the Director of the appropriate City department. Original signatures must appear on all copies of the proposal submitted.

D. PAYMENT FOR PROJECT ORDERS:

1. The method of payment shall be the Lump Sum "not to exceed" basis, including expenses, in accordance with Article 4 of this Agreement, with monthly billing based on work performed. Concise progress reports must be submitted with each payment request stating work completed and the status of the various project tasks. Payment requests shall correspond directly with the project tasks as outlined in the proposal. The following provisions shall be applicable to these payments:

- a. Progress payments will be made up to ninety-five (95%) percent of the total Lump Sum amount.
- b. The remaining five (5%) percent of the total Lump Sum amount will be paid following final acceptance of the completed design documents, report or project deliverable to the Director of the applicable City department. The Date of Final Acceptance shall be determined solely by the Director of the applicable City Department.
- c. At such time that either the payment request or the actual work completed reaches fifty (50 %) percent of the total amount, the ENGINEER and the OWNER shall meet to review the project status and projected completion schedule.
- d. The following statement is to be included on all invoices:

"I certify that the amount of this invoice is just and correct and in accordance with the terms of the contract, and payment thereof has not been previously received."

Signature: _____
Title: _____
Date: _____

ARTICLE 4: COMPENSATION

A. All obligations of the OWNER are subject to the existence of a sufficient appropriation to meet said obligations.

B. The OWNER is not obligated for any compensation or any expenses of any kind unless the OWNER has given prior approval therefore.

C. Compensation by the OWNER to the ENGINEER will be as follows:

(1) A FIXED LUMP SUM, "NOT TO EXCEED" PAYMENT BASIS WHICH WILL INCLUDE ALL EXPENSES.

(2) Compensation shall be in accordance with the ENGINEER'S Price Proposal attached hereto as Appendix D:

(3) For any extension terms, if the OWNER and the ENGINEER do not agree to maintain compensation as set forth in Appendix D, then the Consumer Price Index (C.P.I.U.), The United States City Average-All Urban Consumers, as determined by the Bureau of Labor Statistics, shall be utilized for any price adjustment from the previous years prices. The compensation for extension terms will not increase greater than the C.P.I.U. for the previous twelve (12) months. This index will be computed two (2) month prior to the expiration of this Agreement.

D. BUDGET:

1. A total first year budgetary amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) is hereby established for services in ARTICLE 2. The ENGINEER will make reasonable efforts to complete the work on assigned projects within the project budget and will keep the OWNER informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.
2. The ENGINEER is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is the OWNER obligated to pay the ENGINEER beyond these limits.
3. When any budget has been increased, the ENGINEER'S excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

E. DEFINITIONS

1. DIRECT SALARIES:

Direct Salaries are the amount of wages or salaries paid to the ENGINEER'S employees for work directly performed on the PROJECT, exclusive of all payroll-related taxes, payments, premiums, and benefits.

2. SALARY COSTS:

Salary Costs are the amount of wages or salaries paid ENGINEER'S employees for work directly performed on the PROJECT. Such costs are determined by the ENGINEER'S price proposal attached hereto as Appendix D.

3. DIRECT EXPENSES:

Direct Expenses are those costs incurred on, or directly for, the PROJECT, including but not limited to: necessary transportation costs, including mileage at ENGINEER'S current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing, binding and reproduction charges, all costs associated with outside consultants, sub-consultants, and other outside services and facilities, and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges,

without any mark up. A 5% fee may be added to all subcontractors costs.

ARTICLE 5: TERMS OF PAYMENT FOR PROGRESS PAYMENTS FOR PROJECT ORDERS

A. It is anticipated that progress payments for each Project Order shall be made to the ENGINEER monthly. The ENGINEER shall not be paid more for any Project Order at any time than would be due on a percentage of completion basis with respect to that Project Order as determined by the OWNER.

B. The OWNER need not process a request by the ENGINEER for payment unless the ENGINEER submits invoices meeting the following conditions:

1. Proper Invoice: In addition to any other requirement set forth in this contract with respect to what constitutes a proper invoice or for the ENGINEER to be entitled to receive payment, the ENGINEER's invoice, in triplicate, must set forth the following:
 - a. A description, with specificity, of the goods delivered, work performed, services rendered, or other event initiating entitlement to payment pursuant to the terms hereof.
 - b. That portion of the contract price related to such payment less any deductions, such as retainage, required pursuant to the terms hereof.
 - c. The contract number: Should the invoice not be calculated correctly, such as not taking into account retainage as a deduction, the OWNER may either reject the invoice or treat the invoice as proper only to the extent of the correct calculation.
2. Supporting Documentation: In addition to any other requirement set forth in this contract with respect to what supporting documentation must accompany an invoice, the following documents must be attached to any invoice submitted by the ENGINEER:
 - a. A complete itemized listing of all employees, by name, with and itemization of hours worked and hourly

rates.

- b. Out-of Pocket Expenses: A summary showing all charges that are actual and are in conformity with the contract and have not previously been charged. In addition, copies of paid invoices are required.
- c. Such other supporting documentation as the sub-consultant's payment forms and support, or similar.
- d. For contracts requiring payment upon milestones of performance, a certificate, or equivalent document, that the milestone has been achieved.
- e. Any other documentation reasonably requested by the OWNER.

ARTICLE 6: OBLIGATIONS OF THE ENGINEER

Amendments to ARTICLE 6, if any, will be included in the Project Order.

A. SUBSURFACE INVESTIGATIONS:

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, the OWNER and the ENGINEER acknowledge that changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. The ENGINEER shall use the ENGINEER'S best efforts to keep the OWNER fully apprised regarding subsurface conditions.

B. ENGINEER'S PERSONNEL AT CONSTRUCTION SITE:

- 1. The presence or duties of the ENGINEER'S personnel at a construction site, whether as onsite representatives or otherwise, do not make the ENGINEER or it's personnel in any way responsible for those duties that belong to the OWNER 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 coordination and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work.

2. The ENGINEER 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 ENGINEER'S own personnel.

C. OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES:

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the ENGINEER makes no warranty that the OWNER'S actual PROJECT costs, financial aspects, economic feasibility or schedules will not vary from the ENGINEER'S opinions, analyses, projections or estimates. When the OWNER requires the ENGINEER to prepare quantity and material take-offs and/or opinions of cost from plans and specifications that are less than one hundred (100%) percent complete, the ENGINEER will not be responsible for any and all loss, liability or claims resulting from the incompleteness.

D. CONSTRUCTION PROGRESS PAYMENTS:

Recommendations by the ENGINEER to the OWNER for periodic construction progress payments to the construction contractor will be based on the ENGINEER'S knowledge, information, and

belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in conformance with the contract documents; that the final work will be acceptable in all respects, that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the monies paid; that title to any of the work, materials, or equipment has passed to OWNER free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between OWNER and the construction contractor that affect the amount that should be paid.

E. RECORD DRAWINGS:

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact locations, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings as long as the ENGINEER reasonably believes such information to be correct.

F. ACCESS TO ENGINEER'S ACCOUNTING RECORDS:

Right to Audit: The Engineer shall maintain books, records, and accounts of all costs in accordance with generally accepted accounting principles and practices. The OWNER or its authorized representative shall have the right to audit the books, records, and accounts of the ENGINEER under any of the following conditions:

1. If the Contract is terminated for any reason in accordance with the provisions of these Contract Documents in order to arrive at equitable determination of costs;
2. In the event of a disagreement between the ENGINEER and the OWNER on the amount due the ENGINEER under the terms of this Contract;
3. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of the ENGINEER,

or the ENGINEER'S efficiency or effectiveness under this Contract or in connection with extras, changes, additions, back charges, or other, as may be provided for in this Contract; and/or

4. If it becomes necessary to determine the OWNER'S rights and the ENGINEER'S obligations under the Contract or to ascertain facts relative to any claim against the ENGINEER which may result in a charge against the OWNER.
5. To provide any required information to a funding source of the OWNER.
6. Under these stated conditions, The OWNER shall have unlimited access during normal working hours to the ENGINEER'S books and records for an audit; and the ENGINEER upon reasonable notice, shall cooperate with the performance of the audit including but not limited to providing copies of requested documents.

G. ENGINEER'S INSURANCE:

The ENGINEER will maintain at a minimum throughout this AGREEMENT the following insurance:

1. Worker's compensation and employer's liability insurance as required by the state or province where the work is performed.
2. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
3. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the ENGINEER or of any of its employees, agents, or subcontractors, with \$1,000,000 combined single limits.
4. Professional liability insurance of \$2,000,000.
5. OWNER will be named as an additional insured with respect to liabilities hereunder in insurance coverages identified in items "2" and "3", and

ENGINEER waives subrogation against OWNER as to said policies.

H. If the ENGINEER claims that the ENGINEER or any of its subsidiaries or sub-contractors is held up or cannot perform the work because of a failure on the part of the OWNER, then the ENGINEER must timely (within ten calendar days of the knowledge of this failure) and in writing inform the OWNER of this fact or the claim is considered waived.

I. CONTRACTOR INDEMNIFICATION:

Regarding all Construction Contracts for which the ENGINEER provides assistance to the OWNER, the ENGINEER agrees to include the following paragraph in all such construction contracts for the Owner that are associated with this project.

1. It is mutually covenanted and agreed that the relationship of the Contractor and the OWNER to the work to be performed by the Contractor under this Contract shall be that of an independent contractor. The Contractor will be responsible for all damages, loss or injury, including death, to persons or property that may arise or be incurred in or during the conduct and progress of said work and as the result of any action, omission or operation under the Contract or in connection with the Work under the Contract, whether such action, omission or operation is attributable to the Contractor, the Subcontractor, any material supplier, anyone directly or indirectly employed by any of them, or any other person. The Contractor shall make good any damages that may occur in consequence of the Work or any part of it. The Contractor shall assume all liability, loss and responsibility of whatsoever nature by reason of his neglect or violation of any Federal, State, County, or local laws, regulations, or ordinances.
2. The Contractor shall indemnify, hold harmless, and defend the OWNER and ENGINEER, their employees, agents, servants, and representatives from and against any and all claims, suits, demands, actions, costs (including attorney's fees) and damages of whatever nature, regardless of the merit thereof, which may be asserted

against the OWNER and/or ENGINEER on account of any such damages or injuries, including death, arising out of or resulting from the performance of the Contractor's Work or the failure to perform the Contractor's Work, including jurisdictional labor disputes or other labor troubles that may occur during the performance of the Contractor's Work, whether or not such damages or injuries, including death, are caused in part by the negligence of the OWNER and/or ENGINEER, their employees, agents, servants, or representatives; provided, however, that the Contractor shall not be obligated to indemnify the OWNER and/or ENGINEER hereunder for any damages or injuries, including death, caused by or resulting from the sole negligence of the OWNER and/or ENGINEER.

3. The indemnification obligations under this Article shall not be affected in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under worker's or workman's compensation acts, disability benefit acts, or other employee benefit acts.
4. The obligations of the Contractor under this Article shall not extend to the liability of the ENGINEER, his agents, or employees, arising out of: (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the ENGINEER, his agents or employees with respect to general conformance with the design plans and specifications provided such giving or failure to give is the primary cause of the injury or damage.
5. The above indemnification language will be the standard provisions included in OWNER'S Construction Contract Documents.

J. LITIGATION ASSISTANCE:

The Scope of Services will include services of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation

undertaken or defended by the OWNER. All such services required or requested of the ENGINEER, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed, and payment for such services shall be in accordance with ARTICLE 5.

K. SERVICES OF ENGINEER:

The OWNER'S specifications/guidelines for typical land survey, street design and/or drainage design are included in Appendix B. Unless this Agreement is modified or terminated, the OWNER will have all services specified in this AGREEMENT performed by the ENGINEER, employing OWNER'S standard form and content of drawings and specifications except as may be modified in the Project Order. The ENGINEER shall also comply with the Registry of Deeds Plan Regulations (Appendix C).

ARTICLE 7: OBLIGATIONS OF THE OWNER:

Amendments to ARTICLE 7, if any, will be included in the Project Order.

A. OWNER-FURNISHED DATA:

The OWNER may provide to the ENGINEER all technical data in the OWNER'S possession, including, but not limited to, previous reports, maps, surveys, borings, and all other information relating to the ENGINEER'S services on the PROJECT. The ENGINEER may, where reasonable, rely upon the accuracy, timeliness, and completeness of the information provided by the OWNER.

B. ACCESS TO FACILITIES AND PROPERTY:

The OWNER will make its facilities accessible to the ENGINEER as required for the ENGINEER'S performance of its services and will provide labor and safety equipment as required by the ENGINEER for such access. The OWNER will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of the OWNER'S facilities as may be required in connection with ENGINEER'S services, unless otherwise agreed to. The OWNER will be responsible for all negligent acts of OWNER'S personnel.

C. ADVERTISEMENTS, PERMITS, AND ACCESS:

Unless otherwise agreed in the Scope of Services, the OWNER will obtain, arrange, and pay for all advertisements for bids, permits and licenses required by local, state, province, or federal authorities; and land, easements, right-of-way, and access necessary for the ENGINEER'S services or PROJECT construction.

D. TIMELY REVIEW:

The OWNER may examine the ENGINEER'S studies, reports, sketches, drawings, specifications, proposals, and other documents; and may obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as the OWNER deems appropriate; and render in writing decisions required of OWNER in a timely manner. Such review or examination shall not diminish the ENGINEER'S responsibilities under this Agreement.

E. PROMPT NOTICE:

The OWNER will give prompt written notice to ENGINEER whenever the OWNER observes or becomes aware of any development that affects the scope of timing of ENGINEER'S services, or any defect in the work of the ENGINEER or construction contractors. The giving or failure to give such notice shall not diminish the ENGINEER'S responsibilities under this Agreement.

F. ASBESTOS OR HAZARDOUS SUBSTANCES AND INDEMNIFICATION:

If asbestos or unanticipated hazardous substances in any form are encountered or suspected, the ENGINEER shall immediately notify the OWNER and may stop its own work in the affected portions of the PROJECT to permit testing and evaluation of the problem. If asbestos is suspected, the ENGINEER will, if requested, assist the OWNER in contacting regulatory agencies and in identifying asbestos testing laboratories and demolition/removal contractors or consultants. If asbestos is confirmed, the OWNER may engage a specialty consultant or contractor to study the affected portions of the work and perform all remedial measures. If unanticipated hazardous substances other than asbestos are suspected, the ENGINEER

may conduct tests as directed by the OWNER to determine the extent of the problem and may perform the necessary studies and recommend the necessary remedial measures at an additional fee to be negotiated.

ARTICLE 8: GENERAL LEGAL PROVISIONS

Amendments to ARTICLE 8 if any, will be included in the Project Order.

A. AUTHORIZATION TO PROCEED:

Execution of this AGREEMENT by the OWNER will be authorization for ENGINEER to proceed with the work when ordered by the OWNER, unless otherwise provided for under this AGREEMENT.

B. REUSE OF PROJECT DOCUMENTS:

All designs, drawings, specifications, documents, and other Work Products of the ENGINEER are instruments of service for the PROJECT whether the PROJECT is completed or not and they become the property of the OWNER. The ENGINEER does not warrant or represent that any Work Products are suitable for use on any project other than this project, and that any such reuse without specific written authorization by the ENGINEER will be at the sole risk of the OWNER, and the OWNER shall indemnify and hold harmless the ENGINEER from all claims, losses and expenses arising out of any unauthorized reuse of said documents.

C. FORCE MAJEURE:

The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events that are within the exclusive control of the OWNER.

D. TERMINATION:

1. Termination of Contract by the OWNER for Cause

If, through any cause, the ENGINEER shall fail to fulfill to the OWNER'S satisfaction in a timely and proper

manner the ENGINEER'S obligations under this contract, or if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this contract, the OWNER shall thereupon have the right to terminate this contract, by specifying the effective date thereof, in writing, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the ENGINEER under this contract shall, at the option of the OWNER, immediately become the property of the OWNER and shall immediately be delivered by the ENGINEER to the OWNER, and the ENGINEER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

2. Remedies of the OWNER:

In addition to the right to terminate the contract, the OWNER shall also have the right to secure substitute services at the expense of the ENGINEER, require the ENGINEER to perform the promised services, withhold further payment from the ENGINEER until the services are performed, or, if applicable, call the ENGINEER'S letter of Credit/Escrow Funds to the extent of the loss caused to or costs incurred by the OWNER as a result of the ENGINEER'S failure to perform.

3. In the event of termination of this Agreement, at the option of the OWNER, all originals of documents, data, papers, studies and reports prepared by the ENGINEER immediately shall become OWNER property and immediately be delivered by the ENGINEER to the OWNER. In the event of such termination, the ENGINEER shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

4. Notwithstanding the foregoing, this Agreement may be terminated with or without cause and for convenience by the OWNER by giving the ENGINEER thirty (30) calendar days written notice of termination signed by the Mayor or his designee, however, the ENGINEER shall be entitled to receive payment for all work satisfactorily completed up to the effective date of termination.

E. SUSPENSION, DELAY OR INTERRUPTION OF WORK:

The OWNER may by written notice to the ENGINEER suspend, delay or interrupt the services of the ENGINEER for the convenience of the OWNER. In the event of force majeure or such suspension, delay, or interruption, an equitable adjustment in the PROJECT'S schedule, commitment and cost of ENGINEER'S personnel and subcontractors, and ENGINEER'S compensation will be made.

F. NO THIRD PARTY BENEFICIARIES:

This AGREEMENT gives no rights or benefits to anyone other than the OWNER and ENGINEER and has no third party beneficiaries.

G. INDEMNIFICATION:

The ENGINEER shall indemnify, defend, and hold the OWNER harmless from and against claims, liabilities, suits, loss, cost, expense, and damages to the extent arising from any act or omission of the ENGINEER, his employees, officers, agent, subcontractors and affiliates, in performance of the work and services pursuant to this contract. Such indemnification shall include, but not be limited to, claims of breach of contract or warranty, fault, tort, including negligence, strict liability, statutory or regulatory violations.

H. ASSIGNMENT:

Neither party shall have the authority to assign all or any part of this AGREEMENT without the prior written consent of the other party.

I. INTERPRETATION:

Releases from indemnities against, limitations on, and assumptions of liability and limitations on remedies expressed in this AGREEMENT shall apply even in the event of breach of contract or warranty, fault, tort including negligence, strict liability, statutory, or any other cause of action (except for willful or reckless disregard of obligations) of the party released or indemnified, or whose liability is limited or assumed or against whom remedies are limited. Party, as used herein, includes the named parties, their officers, employees, agents, subcontractors, and affiliates.

J. JURISDICTION:

This is a Massachusetts Contract. The law of the Commonwealth of Massachusetts shall govern the validity of the Agreement, its interpretation and performance, and other claims related to it. Any actions resulting from the interpretation or performance of or related in any way to this Agreement shall be brought in the Superior Court of Hampden County, Massachusetts sitting in Springfield, (except for claims by the City of a value less than \$25,000.00 which shall be brought in the District Court sitting in Springfield, Massachusetts), or the United States District Court for the District of Massachusetts, sitting in Springfield, Massachusetts.

K. SEVERABILITY AND SURVIVAL:

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.

L. ARTICLES 6, 7 and 8 shall survive the termination of this AGREEMENT for any reason.

ARTICLE 9: ADDITIONAL TERMS AND CONDITIONS:

The following terms and conditions are included as part of this AGREEMENT:

A. The ENGINEER shall maintain an Affirmative Action Program regarding the recruitment of minorities and of women that is consistent with the objectives and goals of the Massachusetts State Office of Minority and Women Business Assistance.

B. Subletting of Contract or Contract Funds: The ENGINEER shall not assign, transfer, convey, sublet or otherwise dispose of this contract or of his right, title or interest therein, or of the power to execute such contract to any other person, firm or corporation, without the

prior written consent of the OWNER. In no case shall such consent relieve the ENGINEER from the ENGINEER'S obligations or change the terms of this contract.

C. Safeguarding of Information: Any materials given to or prepared by the ENGINEER under this contract shall not be sold or otherwise made available to any individual or organization without prior approval of the OWNER.

D. Nondiscrimination: During the performance of this contract, the ENGINEER agrees as follows:

(1) The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, disability, family status or national origin, or any other unlawful discrimination, except where the ENGINEER can prove that religion, gender, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the ENGINEER. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) The ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, will state that such ENGINEER is an equal opportunity employer.

(3) Notices, advertisements, and solicitations placed in accordance with federal and Massachusetts law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this provision.

(4) The ENGINEER will include the provisions of paragraphs (1), (2) and (3) above in every subcontract or purchase order so that the provisions will be binding upon every subcontractor or vendor.

E. Conflict of Interest: Upon the request of the Director of the appropriate City department or any authorized agent of the OWNER, as a prerequisite for any payment requested by the ENGINEER pursuant to the terms of this contract, there shall be furnished to the OWNER a statement, under oath, that no officer or employee of the City of Springfield or any member or employee of a Commission,

Board, or Corporation controlled or appointed by the City of Springfield and no member of such person's immediate family, including spouse, parent or children, or any other such family member, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, or in any other manner, remuneration arising from or directly or indirectly related to this contract.

F. Prohibition against Contingent Fees:

The ENGINEER by entering into this Agreement hereby certifies that the ENGINEER has not employed any company or person other than a bona fide employee working for the ENGINEER to secure this agreement and the ENGINEER has not paid or agreed to pay any person, company or corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any favor, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of making this or any other agreement. It is the ENGINEER'S understanding that in the event of a breach or violation of the provision, the OWNER shall have the right to terminate this or any other agreement with the ENGINEER immediately and without liability and at the OWNER'S discretion, to deduct from the contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

G. The Director of the appropriate City department shall decide on all matters of contract dispute as raised by the ENGINEER.

H. Decreases and Work Not Performed: If deemed expedient, the OWNER or ENGINEER may decrease the scope of work without effecting enforcement of this contract. If the work is not performed, the ENGINEER and the OWNER shall mutually agree upon the credit due to OWNER based on the reasonable value of the work deleted.

I. Attorney's Fees and Other Expenses: The ENGINEER will not litigate or otherwise pursue any frivolous or unsubstantiated claims. If an ENGINEER'S claim is without substantial justification, the ENGINEER will reimburse the OWNER for all costs and expenses and attorney's fees associated with defending such claim.

J. Compliance: The ENGINEER shall comply and all design work shall conform to all applicable and current additions or revisions of Massachusetts Statewide Building Code, at the time of the design work.

K. ENGINEER'S Representations: By entering into this Contract with the OWNER, the ENGINEER represents and warrants the following, together with all other representations and warranties in the Contract Documents:

1. That the ENGINEER is experienced in and competent to perform the type of work required;
2. That the ENGINEER is financially solvent, able to pay the ENGINEER'S debts as they mature, and possesses sufficient working capital to initiate and complete the work required under the Contract;
- c. That the ENGINEER is familiar with all Federal, State, County, Municipal and departmental laws, ordinances, permits, regulations and resolutions applicable to its work which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or any part thereof;
4. That such temporary and permanent work required by the Contract which is to be done by the ENGINEER will be satisfactorily performed in accordance with paragraph 6 below;
5. That the ENGINEER will fully comply with all requirements of the Contract Documents;
6. That the ENGINEER will perform the work consistent with sound engineering practice, good workmanship, and sound business practices, and in the most expeditious and economical manner consistent with high industry standards and in the OWNER'S interest;
7. That the ENGINEER will furnish efficient business administration and experienced management and an adequate supply of employees at all times; and
8. That the ENGINEER will complete the work within the Project/Task Time, milestones, and price, unless adjusted by mutual agreement of the parties hereto.

L. The OWNER retains the right to procure similar engineering services outside of this contract if it deems it to be in the OWNER'S best interest.

M. Any notices to be given to the OWNER under this

Agreement shall be given to the Director of the applicable Department of the City. Any notices to be given to the ENGINEER shall be given to James L. Fuda, P.E., Alfred Benesch & Company, 90 National Drive, Glastonbury, CT 06033.

ARTICLE 10: ATTACHMENTS, SCHEDULES AND SIGNATURES:

This AGREEMENT including its Attachments and Schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following Attachments and Schedules are hereby made a part of this AGREEMENT:

- Appendix A - Project Order Format
- Appendix B - Owner's Engineering Specifications/Guidelines
- Appendix C - Hampden County Registry of Deeds Plan Regulations
- Appendix D - ENGINEER'S Price Proposal

{Signature Page Follows}

IN WITNESS WHEREOF, the City of Springfield (OWNER) and the ENGINEER have each hereunto set their hand and seal, effective as of the date of the last signatory.

ENGINEER

Walter E. Liers, Jr.
ALFRED BENESCH & COMPANY
By WALTER E. LIERS, JR.
Title DIVISION MANAGER
Date Signed 17 Jan 13

OWNER

Allan R. Chwalek
ALLAN R. CHWALEK,
Director, Dept. Public Works
Date Signed 1-25-13

Law Approved as to Appropriation ^{PIA}

Paul D. Ryan
City Comptroller
Date Signed 1/25/13

Approved:

James J. Smith
Chief Procurement Officer
Date Signed 1.17.13

Approved as to form:

[Signature]
City Solicitor
Date Signed 1/28/13

Reviewed:

[Signature]
Chief Administrative and
Financial Officer, ACTIVE
Date Signed 1/28/13

Approved:

[Signature]
DOMENIC J. SARNO, MAYOR
Date signed: 1/30/13

APPENDIX A
SAMPLE PROJECT ORDER FORMAT
CITY OF SPRINGFIELD, MA
DEPARTMENT OF PUBLIC WORKS
PROJECT ORDER NO. _____

TO: _____
 (ENGINEER)

IN ACCORDANCE WITH ARTICLE I THROUGH VII OF THE CONTRACT FOR
SPECIAL PROJECTS/BASIC ORDERING AGREEMENT

The following is ordered:

A. Scope of work:

B. Compensation shall be:

C. Schedule:

Accepted by the (ENGINEER)	Approved by the (OWNER)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

APPENDIX B

DECEMBER 1991

OWNERS ENGINEERING SPECIFICATIONS/GUIDELINES

The basic land surveying and engineering services to be provided to the OWNER by a firms will be performed to the following standards and will be comprised of the following phases of wont for a typical land survey, street design and/or drainage design:

1. Surveying Phase
2. Preliminary Design
3. Final Design

The work to be performed by firms under each of these phases is outlined below:

SECTION V. Land Surveying Phase

1. Assemble all available data from existing records relative to utilities, properties, topography, streets and land use, which may affect the engineering design of the project.
2. Make field surveys of existing conditions. The surveys shall provide all data which may be required for the preparation of the final plan, construction contract drawings and record plats. Plans are to be acceptable for filing at the Hampden County Registry of Deeds and meet the City of Springfield Department of Public Works guidelines. The surveys shall include but not be limited to the following information:
 - 2.1 A referenced traverse, including computations, with a minimum closure of 1:35,000. The OWNER shall specify the traverse base to be utilized.
 - 2.2 Sufficient property corner ties shall be made to permit accurate computation of all property lines adjacent to and departing from the proposed areas of construction; the preparation of all plats of easement, right-of-ways or land acquisitions as required; and the accurate establishment of these lines in the field. Apparent voids or overlaps in property lines shall be noted and shown.

The purpose of this information is to allow be property corners in areas disturbed during construction to be reset.
 - 2.3 A series of referenced elevation benchmarks with a maximum distance of 300 feet apart, minimum second order level results on OWNER specified datum.

2.4 Strip topography, on mylar, to be run for the entire length of the project area as follows:

- minimum width of 150 feet road and community improvement projects
- minimum width of 100 feet for storm sewer and sanitary sewer projects
- minimum width of 50 feet for sidewalk and trail projects. At locations along an existing road, this width shall extend from existing edge of pavement.

Topography to be 20 feet to the inch, two-foot contour interval, for storm drainage, community improvement, sidewalk, trail and road projects and at 40 feet to the inch, two-foot contour interval for sanitary sewer projects, including the following for all projects: telephone, power poles and lines; where not in a forest, trees four or more inches in diameter along with shrubbery in developed areas. In addition, all residences along with first floor and/or basement elevations shall be noted on all projects. Topography may be a separate overlay.

2.5 Horizontal location of underground conduits or sanitary sewer, stone drainage, water, telephone, electric, gas, oil, cable t.v., etc., by field surveys. Existing utility companies to be contacted and arrangements made for them to field locate their existing facilities. The location of existing utilities from office records will not be acceptable. The elevation of underground conduits shall be determined by any method other than boring and excavation.

2.6 Perform all office work required to plot the above information and prepare the base map(s) needed for the base design drawings. Prepare reproducible base sheet(s) showing the topography, street lines (metes and bounds) property lines, utilities, right-of-ways, easements and horizontal and vertical control information. The base sheet(s) are to be prepared at the scale specified in III B, with two-foot contour intervals for all projects. The horizontal and vertical control will include, but not be limited to, the following:

ARTICLE 1. Horizontal

- (1) Plot the traverse on the base sheet with bearings and distances shown.
- (2) Tie traverse stations to centerline of right of way of proposed construction and all existing structures or control stations with bearings and distances. (Sidewalk and trail projects may be set up with baseline tied to traverse and offset distances provided from baseline).

- (3) Show coordinates of traverse stations, structures, or control stations and all property corners adjacent to route of proposed construction.
- (4) Reference traverse station on base sheet, i.e., designation of object used as a traverse station; H&T, P.K., I. Pin, cutnails, spike, etc.
- (5) Tie traverse stations to a minimum of two permanent reference marks.

ARTICLE 2. Vertical

- (1) Describe S.M. on base sheet.
B.M. Elev. - 256.95 (City Datum)
Chiseled "X" on top of curb-inlet west side of Main Street
- (2) Plot B.M. on base sheet at proper locations, i.e.

2.7 The survey crew will make a special effort to advise the property owners of their presence prior to entering upon a property to perform the survey work. This notification procedure should be especially adhered to on all property that will require the cutting or trimming of trees, brush, undergrowth, etc. Notification can be accomplished by telephone or by the survey personnel directly informing each resident. All efforts shall be made to locate benchmarks and traverse stations in the right-of-way to minimize property disturbance.

SECTION VI. Preliminary Design

1. Develop preliminary designs and computations and prepare preliminary drawings and/or graphics showing the extent and scope of the project in detail suitable for use in public meetings. The preliminary design will be of sufficient detail to reasonably ensure the feasibility of obtaining the required approvals, permits and future construction of the project.
2. Contact private and public utility companies and others whose facilities may be affected by the proposed construction. Obtain from such companies the available horizontal and vertical location of existing facilities to supplement the field locations provided, together with any proposed new construction, changes or relocations.
3. OWNER, or its designated agent(s), may obtain the detailed horizontal and vertical location via the use of test pits of all underground conduits that cross the proposed facilities that are being designed by the ENGINEER. The ENGINEER shall cooperate with OWNER or its designated agent(s) in providing any information that is required to dig the test pits. In addition, the ENGINEER shall

provide the field survey stakeout as required to define the horizontal location of all proposed facilities where a test pit(s) is required;

4. Upon receipt of the test pit data, the ENGINEER shall investigate the feasibility of redesigning the proposed facilities in order to eliminate the projected conflicts. OWNER shall be advised of the results of this investigation and of the extent of utility conflicts.
5. If necessary, perform or cause to be performed the required geotechnical investigation (see Subsurface Soil Investigation).
6. Prepare a preliminary estimate of the quantities and cost of construction based on current unit prices for materials and labor.
7. Determine the limits of property, existing easements and rights-of-way by a detailed review of the recorded land records including any Land Court Records. A determination is to be made on the need for additional easements required for the construction of the project, along with advising the OWNER of such requirements.
8. Attend detailed conferences with the OWNER and participate in citizens meetings. The ENGINEER shall prepare meeting minutes of all meetings which are to be forwarded to OWNER within five working days. Unless specifically requested, the ENGINEER shall not be required to attend citizen meetings for sidewalk and trail projects.
9. On road and community improvement projects, a street lighting plan will be prepared by the OWNER using the preliminary plans prepared by the ENGINEER. This plan will be forwarded to the ENGINEER for coordination and inclusion into the final plans.
10. All road improvement projects and community improvement projects will include a standard five-foot concrete walkway(s) unless specifically deleted from the scope of work.
11. The location of the proposed sidewalk(s) shall be in accordance with the OWNER'S specification, unless otherwise noted by OWNER. Any soil tests associated with determining the need for under drains shall be the responsibility of the ENGINEER.
12. All road and community improvement projects will meet the Standard Specifications for Highways and Bridges, Commonwealth of Massachusetts, Department of Public Works, 1988; and Commonwealth of Massachusetts Design Criteria and Construction Standards, 1977; as well as the street design section of the City of Springfield Subdivision Regulations, 1991, unless specified otherwise.

SECTION VII Final Design

1. No work will be initiated on final design until written authorization is received from WER.
2. Develop complete designs and computations, and prepare final contract drawings showing all proposed construction in sufficient detail to ensure the granting of all necessary approvals and permits by all affected regulatory agencies and utility companies and to ensure proper execution of the work by a contractor. All plan and profile sheets shall include a graphic scale as follows unless otherwise approved:
 - 2.1 Storm drainage, sidewalk, trail, road and community improvement projects: Horizontal 1"=40'; vertical 1"=6'
 - 2.2 Sanitary sewer projects: Horizontal 1"=40'; vertical 1"=6'
 - 2.3 On street design plans where a proposed curb, berm, center line or gutter grade will be required profiles of the ground as it exists at each street line shall be shown and identified as such.

All such proposed elevations shall be stationed at a maximum of fifty (50) feet intervals for the entire length of each street and at every change of grade. When the proposed street is a continuation of an existing street, the stationing thereof shall be a continuation from the end of the existing street.

- 2.4 All points of curvature, points of tangency, intersections, catch basins, manholes, points of tangency of vertical curves shall be stationed.
- 2.5 The proposed layout and profile of sanitary and stormwater lines shall include their location, size, type of material to be used, as well as their related structures. All other utilities shall be located on the Plot portion of the plan. Differentiation shall be made between existing and proposed services.

3. Prepare any special provisions for the project to the construction specifications and reference on the plans.
4. Prepare an Engineer's estimate of the final design quantities and cost of construction based on current unit prices for material and labor.
5. Prepare individual record plats for permanent easements, dedication to public street purposes (Acceptance Plans) and temporary construction or grading easements which will be required for the construction of the project. The record plats shall include:
 - 5.1 "Take" areas computed in square feet and indicated in the lower left hand portion of the plat.
 - 5.2 Two points referenced by OWNER specified traverse base, unless modified by the conditions in Item I B (1).
 - 5.3 Metes and bounds on all 'take' areas including complete curve data.
 - 5.4 The same scale as the design drawings, unless approved otherwise by the OWNER, and be on 18" x 24" reproducible mylar whenever possible.
6. Final design plans shall be 4 mil mylar and will include standard Department of Public Works (DPW) cover sheet with locus map, general notes sheet with erosion/sedimentation requirements as needed, along with plan/profile and standard detail sheets. Liberal use of details is encouraged. All sheets, except DPW cover sheets, should have OWNER'S title block. All plans shall also meet the requirements of the Hampden County Registry of Deeds (see Appendix C).
 - 6.1 All road projects shall include a revision data sheet.

7. Attend detailed conferences with the OWNER and participate in citizens' meetings. Meeting minutes of all meetings are to be forwarded to OWNER within five working days. Unless specifically stated, the ENGINEER shall not be required to attend citizens meetings for sidewalk and trail projects.
8. On road improvement projects, prepare cross sections at 50 foot intervals for the length of the improvements except for intersection improvement projects where the cross section interval shall be 25 feet, as well as a cross section of each driveway.
9. Plans must be submitted by an Engineer or Surveyor Registered in Massachusetts, with stamps on all sheets.
10. All intersecting streets shall be identified as "public" or "private".

SECTION VIII. Subsurface Soil Investigation

Prior to submitting a proposal for a project, the ENGINEER shall field review the project site along with any available soil information to determine if a geotechnical investigation is required to design and/or construct the proposed improvements. The cost to perform the geotechnical investigation should be included as part of the proposal. A copy of the detailed scope and approach for the geotechnical investigation shall be included as an attachment to the proposal.

If the ENGINEER determines that a geotechnical investigation of the project site is not required, the costs associated with Item No. II-C shall be deleted and indicated accordingly in the proposal.

SECTION IX. Engineering Services During Construction

If requested by OWNER, the ENGINEER shall provide as part of this proposal the costs associated with providing engineering services during construction. The scope of these services shall be determined jointly with OWNER prior to submitting the proposal.

SECTION X. Materials to be Transmitted to OWNER Include:

1. A progress report briefly describing the work accomplished will be submitted with all invoices requesting payment for work performed.
2. Advance sets of plans may be required on certain projects to obtain OWNER and/or Massachusetts Department of Public Works approval.
3. Original inked mylars of record plats and design plans will be stamped by a principal of the firms registered in the State of Massachusetts as a Professional Engineer and/or Professional Land Surveyor as required. Mylar reproducible; of penciled originals, varitype letter press, and stick-on letters will not be accepted.
4. Two clean copies of the special provisions.
5. One copy of Engineer's construction cost estimate.
6. One copy of all design calculations, assumptions, etc.
7. A copy of all deed research, including instruments and plats of the recorded land records including Land Court used to determine the limits of property, existing easements and rights-of-way.
8. A reproducible copy of the survey field book and notes.
9. A coordinate list corresponding to the survey datum of all existing permanent facilities as related to the proposed design, property corners, etc.
10. Reproducible survey base sheet indicating the referenced traverse, property lines and property corners numbered to correspond with the coordinate list.
11. Strip topography, pencil on mylar, that can be overlaid on the base sheet.

SECTION XI. Materials available from OWNER Include:

1. 1"=100', two-foot contour topographic map(s) and property (Assessors) identification map(s).
2. Site or subdivision plans in the project area on record at the Department of Public Works.
3. Available soil data from the Soil Survey of Hampden County.
4. Available plans on any sanitary, storm sewer, walkway or road projects in the area.
5. Mylar or sepia of the Department of Public Works standard cover sheet and general note sheets.

APPENDIX C
HAMPDEN COUNTY REGISTRY OF DEEDS
PLAN REGULATIONS

AMENDMENTS UNDER THE GENERAL LAWS, CHAPTER 36, SECTION 13A, APPROVED BY THE ATTORNEY GENERAL ARE EFFECTIVE JANUARY 1, 1976 ARE AS FOLLOWS:

1. Plan sizes shall be a minimum of eight and one-half inches by eleven inches (8 1/2' X 11') and a maximum of twenty-four inches by thirty-six inches (24' X 36').
2. Plans being presented for recording shall be on linen or polyester film, single matte with a thickness of .004 mils, and must have an opacity so as to allow consistent diazo and microfilm reproduction.
3. All plans shall be prepared using a compatible ink with excellent cohesiveness which will produce a permanent bond and result in a plan with long term durability.
4. Linen or polyester reproductions shall be accepted for recording provided they contain original signatures and comply with the other requirements for the recording of plans.
5. Each plan shall have three quarter inch (3/4') borders.
6. The minimum letter size on plans presented for recording shall be one eighth inch (1/8').
7. Each plan presented for recording shall include a graphic scale.
8. Each plan shall have an area reserved to receive planning board recitation or contain a surveyors certification as per Chapter 380, Acts of 1966.
9. Each plan shall have a three and one-half inch (3 1/2') square reserved for Registry use.
10. Each plan must contain a certification clause signed by the preparer stating that he/she has conformed with the rules and regulations of the Registers of Deeds in preparing the plan.

ALFRED BENESCH & COMPANY
HOURLY RATE FEE SCHEDULE

Alfred Benesch & Company completes many assignments on an hourly rate basis. This method of compensation is particularly appropriate where the scope of services is nebulous, or where available information is uncertain at the outset. In this situation, there is less risk for the client and the firm in the use of hourly rate fees.

Personnel Category	Hourly Rates
Principal	\$200.00
Sr. Project Manager	\$155.00
Project Manager	\$125.00
Senior Project Engineer	\$115.00
Engineer	\$100.00
Sr. Land Surveyor	\$110.00
Senior Engineering Technician II	\$90.00
Senior Engineering Technician I	\$80.00
Engineering Technician	\$60.00
Technician	\$50.00
CADD Technician	\$80.00
Project Assistant	\$65.00
Project Architect	\$160.00
Senior Traffic Engineer	\$125.00
Senior Structural Engineer	\$145.00
Senior Construction Engineer	\$120.00

Note: Rates will be held for duration of the contract.

CORPORATE CERTIFICATE

***THIS MUST BE THE NAME OF THE PERSON AUTHORIZED IN YOUR BY-LAWS TO SIGN CONTRACTS ***

****SINCE AN OFFICER CANNOT CERTIFY TO HIMSELF, SOMEONE MUST SIGN THIS OTHER THAN THE PERSON SIGNING THE CONTRACT ***

I, ** Nathaniel Goodkub A Resident of Chicago in

The State of Illinois DO HEREBY CERTIFY: that I am
the ~~Clerk~~

Secretary of Alfred Prewesch & Company

A Corporation duly Organized and existing under and by virtue of the laws of the

State of Illinois

And that I have custody of the records of such Corporation: and that as of the date herein below recited

* Walter Eilers, Jr. Division Manager
(Officer, person who is signing the Contract) (Title)

Authorized to execute and deliver in the name and on behalf of the CORPORATION the following:

**ON-CALL ENGINEERING SERVICES
CONTRACT # 20130238**

WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal

Of such corporation this _____ day of _____ 2013



** [Signature]

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

362407363

36-2407363

Individual Social Security Number

State Identification Number

Federal Identification Number

Company:

Alfred Benesch and Company

P.O. Box (if any):

~~205 North Michigan Avenue~~

Street Address Only:

205 North Michigan Avenue, Suite 2400

City/State/Zip Code:

Chicago, IL 60601

Telephone Number:

312-565-0450

Fax Number:

List address(es) of all other property owned by company in Springfield:

Please Identify if the bidder/proposer is a Corporation

X

Individual

Name of Individual:

Partnership

Names of all Partners:

Limited Liability Company

Names of all Managers:

Limited Liability Partnership

Names of Partners:

Limited Partnership

Names of all General Partners:

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, Kristina S. Horn certify under the pains and penalties of perjury that Alfred Benesch and Company to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.

Alfred Benesch + Company Bidder/Proposer/Contracting Entity

Kristina S. Horn Authorized Person's Signature

Date: 1/16/2013

CITY OF SPRINGFIELD TAX CERTIFICATION

I, Kristina S. Horn certify under the pains and penalties of perjury that Alfred Benesch and Company to my best knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).

Alfred Benesch + Company Bidder/Proposer/Contracting Entity

Kristina S. Horn Authorized Person's Signature

Date: 1/16/2013

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, Kristina S. Horn certify under the pains and penalties of perjury that Alfred Benesch + Company to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Alfred Benesch and Company Bidder/Proposer/Contracting Entity

Kristina S. Horn Authorized Person's Signature

Date: 1/16/2013

Notary Public

STATE OF Illinois

January 16th, 2013

County of Cook, SS.

Then personally appeared before me Jennifer Kliegl, [title] Corp. Human Assistant of Alfred Benesch + Company, being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof, and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] Alfred Benesch + Company.

Notary Public

My commission expires:

8.2.2015



YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/17/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Illinois, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT):	877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#	
INSURED Alfred Benesch & Company 90 National Drive Glastonbury, CT 06033	INSURER A:	Travelers Property Casualty Company of Am	25674-001
	INSURER B:	The Phoenix Insurance Company	25623-101
	INSURER C:	Travelers Property Casualty Company of Am	25674-004
	INSURER D:	Travelers Indemnity Company of America	25666-003
	INSURER E:	Lexington Insurance Company	19437-001
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 19268035

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		P6300580R763TIL12	5/31/2012	5/31/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			P8100580R763PHX12	5/31/2012	5/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y		PSMCUP0580R763TIL12	5/31/2012	5/31/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PHUB0650R50012	5/31/2012	5/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional/Pollution Liability			044177458	5/31/2012	5/31/2013	\$2,000,000 Aggregate Limit \$2,000,000 Per Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

Job: Contract #20130238; Job Desc.: On-Call Engineering Services.

Certificate Holder and Owner - City of Springfield are Additional Insureds pertaining to General Liability, with respect to liability arising out of the Named Insured's operations on the referenced job.

If there are Additional Insureds on the General Liability and/or Commercial Automobile Liability policies, the Additional Insureds are included on the Umbrella Liability policy for that coverage.

CERTIFICATE HOLDER

CANCELLATION

City of Springfield 36 Court Street, Room 307 Office of Procurement Springfield, MA 01103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Andrea Paine</i>

Coll:3978822 Tpl:1588043 Cert:19268035 ©1988-2010 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

<p>AGENCY Willis of Illinois, Inc.</p>	<p>NAMED INSURED Alfred Benesch & Company 90 National Drive Glastonbury, CT 06033</p>
<p>POLICY NUMBER See First Page</p>	<p>EFFECTIVE DATE: See First Page</p>
<p>CARRIER See First Page</p>	<p>NAIC CODE</p>

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

This insurance will be Primary and Non-contributory insurance with respect to any other available insurance to the Additional Insureds for the negligence of the Insured.