

**HASTINGS CITY COUNCIL
WORKSESSION AGENDA**

**TELECONFERENCE/VIDEO CONFERENCE MEETING
May 4, 2020
5:30 PM**

ROLL CALL:

MOTION TO ADOPT CURRENT AGENDA for May 4, 2020 Worksession.

PUBLIC NOTICE - Official Notice of the Worksession was published in the Hastings Tribune on Friday, May 1, 2020. Pursuant to Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda and all reproducible written material which will be discussed at today's meeting can be found on the City of Hastings website, cityofhastings.org.

DISCUSSION ITEMS

1. Discussion of forensic engineering examination of the 16th Street Viaduct.

ADJOURN:

The Mayor and City Council reserve the right to enter into an executive session at any time during the meeting, in accordance with the Nebraska Open Meetings Act, even though the closed session may not be indicated on the agenda.

It is the intention of the Mayor and City Council to take up the items on the agenda in sequential order. However, the Mayor and City Council reserve the right to take up matters in a different order to accommodate the schedules of the city council members, person having items on the agenda, and the public.



Retainer Agreement

Condition Assessment and Forensic Structural Analysis

This signed agreement confirms that Engineering Specialists, Inc. (ESI) has been retained by the undersigned on behalf of the City of Hastings, to provide condition assessment, site investigation, and/or structural analysis to determine the overall structural condition of the viaduct, bridge support structure, piers and deck for the Hastings Hwy 281 Viaduct located at 16th St / Kansas Ave in Hastings, NE 68901.

The undersigned hereby acknowledges that (s)he has the authority to retain ESI to provide the aforementioned services and this retention has been made with the full consent of the authorities for city of Hastings for the bridge listed above.

The nature and scope of the services to be provided by ESI shall be agreed upon and between the parties prior to the acceptance of this assignment and commencement of any work performed by ESI. All services provided by ESI shall be provided on a fee and expense basis in accordance with ESI's estimated cost of services as listed below, in effect on the date of execution of this document.

The parties agree that city of Hastings shall be the sole source of payment of all fees and expenses for the condition assessment of the subject bridge to be provided by ESI. The undersigned further acknowledges that payment shall be made in a timely manner in accordance with the following terms and conditions:

1. An initial retainer fee of (\$26,900.00) 50% of estimated cost of Condition Assessment and Forensic Analysis of the bridge, estimated at a fee not less than a dollar amount of \$53,800.00 will be due immediately and payable by City of Hastings upon acceptance of this assignment.
2. The optional instrument testing examinations, x-ray, and or ground-penetrating radar for a pier at random for possible confirmation of the extent of corrosion of reinforcing is estimated at \$13,971.00 per pier, per location. (\$125,740.00 for 9 piers)
3. The retainer fee and this signed agreement should be submitted to ESI's home office, 15858 W Dodge Rd, Suite 300, Omaha, NE 68118, promptly, in order for the condition assessment work to be performed on the bridge. This retainer will be applied to the final invoice issued to this specific file.
4. ESI will submit to the undersigned or other authorized representative of city of Hastings service invoices on or about the end of each calendar month. All service invoices are due and payable immediately upon receipt and no later than 15 calendar days from the date of issue, or the bill will be subject to an applied late



payment fee of \$1,000.00 per whole or partial month the payment is late in being received by ESI.

5. Any additional travel related expenses beyond the initial site visit for review purposes, meeting review with others, neighborhood associations, city personal or court will be considered beyond the scope of work and will be charged in accordance with ESI's current rate @ \$325.00 per hour (8:00 AM to 5:00 PM, Monday through Friday) as additional expenses.
6. The bridge condition assessment and site investigation of the subject viaduct shall include detailed forensic structural analysis of the structural supports and top deck with photographic documentation of the defect, damage, deterioration and failure of the components of the bridge structure.
7. Work beyond the scope of this proposal, unscheduled travel without 21 days advance notice or any additional site visits necessitated by the client beyond the original scope of work shall be requested in writing and will be charged at a rate of \$295.00 per hour and cost of related travel expenses plus 10% handling charge.
8. By its signature below, on behalf of the city of Hastings, the undersigned hereby agrees that all invoices shall be paid in full and in a timely manner without regard to the forensic evaluation services provided by ESI.

By my signature below, I confirm that I have read and understood the above Condition Assessment and Forensic Structural Analysis Retainer Agreement and that I agree to abide by the stated and implied conditions for retaining ESI's services in the above matter.

Respectfully Submitted to:

City of Hastings
220 North Hastings Ave.
Hastings, Nebraska 68901

Printed Name _____ Title _____

Signature _____ Date _____