



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-16

#2017-280 - Approving Engineering Services Agreement for Old Potash Highway Corridor Study

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 10, 2017

Subject: Approving Engineering Services Agreement for Old Potash Highway Corridor Study

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

Background

This project will establish a master plan for the Old Potash Highway corridor from approximately North Road to Webb Road, including intersections to the north and south of Old Potash Highway. The interaction between the various traffic features is complex, making it necessary to create an overall master plan to ensure that the individual projects will function together and address other safety issues in these areas. It is anticipated that this plan will include widening and reconfiguring Old Potash Highway, signal and geometric improvements at each intersection, access management throughout the corridor, and probably improvements to the north and south of the Old Potash Highway corridor. Improvements are needed to allow the corridor to safely handle the ever increasing traffic in this area.

On July 10, 2017 the Engineering Division of the Public Works Department advertised for Engineering Services for Old Potash Highway Corridor Study, with eighteen (18) potential respondents.

Discussion

Three (3) engineering firms submitted qualifications for the engineering services for Old Potash Highway Corridor Study. Olsson Associates of Grand Island, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

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

Compensation for Olsson Associates' services will be provided on a time and expense basis not to exceed \$249,963.26. Amendments will be required in the future for preliminary engineering design, final engineering design and construction phase services.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the agreement with Olsson Associates of Grand Island, Nebraska, in the amount of \$249,963.26.

Sample Motion

Move to approve the resolution.



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

October 10, 2017

City of Grand Island
Attn: Keith Kurz
100 East First Street
Grand Island, NE 68802

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Old Potash Highway Roadway Improvements (the "Project")
Grand Island, NE

Dear Mr. Kurz:

It is our understanding that the City of Grand Island, NE ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: October 12, 2017

Anticipated Completion Date: August 24, 2018

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with the Labor Billing Rate Schedule(s) and the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

If applicable: Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$ 249,963.26.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Keith Kurz.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By 
Shane A. King

By 
Matt Rief

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF GRAND ISLAND, NE

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

- General Provisions
- Scope of Services
- Project Schedule
- Fee Summary
- Reimbursable Expense Schedule

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated October 10, 2017 between City of Grand Island, NE ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or

utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in

the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any

laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract

documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of

the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in

connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Construction Cost Estimate

Since Olsson 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, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required

for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or

hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further

agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet 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, except to the extent that any assignment, subletting or transfer is mandated by law or 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 Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

Exhibit A
SCOPE OF SERVICES

Preliminary Engineering
for
Old Potash Highway Roadway Improvements

A. PROJECT DESCRIPTION

This schedule provides for conceptual and preliminary engineering services for the Old Potash Highway Improvements for the City of Grand Island in Hall County, Nebraska. The project consists of:

1. Topographic Survey
2. Traffic Study
3. Conceptual Design Services
4. Public Involvement
5. Funding Source Assistance

This project is located in western Grand Island along Old Potash Highway and along US-281. Preliminary limits are North Road to Webb Road and along US-281 to the US-30 interchange. Other adjacent roadways are likely to be impacted also. Project activities will include the list above and eventually move to final engineering design and construction of a preferred alternative. The project will not be constructed within existing right-of-way (ROW).

Olsson Associates (Consultant) shall serve as the agent for City of Grand Island (Client), representing the Client in all matters related to environmental and preliminary engineering services for this project.

It is anticipated that the project will require the following major tasks:

1. Project Management and QA/QC
2. Meetings
3. Supplemental Survey
4. Traffic Study
5. Conceptual Design Services
6. Public Involvement
7. Funding Source Assistance

B. CLIENT SHALL PROVIDE:

1. Provide as-built or design plans of the existing and adjacent roadways (if available).
2. Any drainage studies completed in the area.
3. Electronic files of current aerial photographs (if available).
4. Existing cadastral maps, plat maps, electronic ROW files of the project area (if available).
5. Provide location for and advertise for public meetings.
6. Names of known utilities, addresses and permits listing use and occupancy permit data along the project.
7. GIS shape files for the right of way and utilities.

Exhibit A
Sheet 1 of 8

Project Name: Old Potash Highway Roadway Improvements

C. CONSULTANT SHALL PROVIDE:

1. Project Management and QA/QC.

- 1.1 Project Management. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the Client and maintain project records.
- 1.2 NDOT Coordination. This includes coordination with the District Office and Headquarters regarding the US-30 & US-281 interchange.
- 1.3 Quality Assurance/Quality Control. The Consultant will perform QA/QC checks at various stages of the project including prior to any official submittal. The Consultant will submit in writing that the QA/QC Plan has been used during project and submit the name of the person performing the QA/QC aspects.
- 1.4 Final Deliverables. Consultant will prepare final deliverables and submit to the Client the electronic files and hard copies of all materials.

2. Project Meetings.

- 2.1 Kick-off Meeting. Consultant will schedule and attend a kick-off meeting with City staff. The City's Project Manager will supply a list of invitees and the Consultant shall be responsible for notification to attendees.
- 2.2 Progress Meetings. Consultant PM and appropriate Project staff will meet with the Client for 6 progress meetings, and prepare minutes of the meetings. This effort will include preparation for public meetings and education strategies.
- 2.3 Council Meeting. The Consultant shall attend 1 council meeting to present the preferred alternative.

3. Supplemental Survey. The field survey will be completed for the project corridor to lay out the right of way and verify existing storm sewer outlets and utilities.

- 3.1 Horizontal and Vertical Control. The Consultant will establish control points along the project corridor at regular intervals and provide control point ties to topographic features of permanent nature.
 - Horizontal control points will be established and referenced to existing section corners and lot pins. The control points will be permanent in nature and tied to Nebraska State Plane Coordinate system.
 - Vertical control points will be established and referenced to USGS NAVD88 datum. There will be a minimum of three permanent benchmarks established with additional temporary benchmarks set along the project corridor at intervals not to exceed 500 feet.

*Exhibit A
Sheet 2 of 8*

Project Name: Old Potash Highway Roadway Improvements

- 3.2 Section Corners and Property Pins. The Consultant will locate necessary section corners, quarter-section corners, and property corners for use in drafting existing ROW and property lines.
- 3.3 Existing Utilities. The Consultant will call in a One-Call utility locate ticket. Utilities will be shown based on visible, above ground, evidence in the field and utility locator's markings. This includes water main, sanitary sewer force main, gas mains, traffic signal equipment, and communication cables.
- 3.4 Field Survey. The consultant field survey existing utilities in the corridor to include gas mains, sanitary sewer, water main, and communication lines. Existing storm sewer inlet and outlet pipes will be surveyed.
- 3.5 Base Map Preparation. Consultant will create the base maps using the aerial maps field survey data along with data extracted from GIS shape files provided to the Consultant for the existing right of way/lots and utilities.
- 3.6 LiDar Data. Consultant will download LiDar data to generate an existing ground surface for conceptual planning.
- 3.7 Utility Coordination. Meet with each of the utility companies to verify existing utilities in the corridor.
4. Traffic Study. The Consultant will conduct a traffic analysis for the study corridor for both the existing conditions and for the Design Year 2040 conditions. The future year analysis will be used to determine intersection control, access spacing, roadway cross-section, approach geometry, storage lengths, and capacity analysis results at the study intersections for the proposed project. This will also include a review of the crash history for the project corridor.
- 4.1 Traffic Data Collection.
The Consultant will collect AM, Midday, and PM peak period turning movement counts (7AM-9 AM, 11AM-2PM, and 3PM-6PM) at the following intersections.
- Old Potash Hwy & North Rd
 - Old Potash Hwy & Gold Rd
 - Old Potash Hwy & Claude Rd
 - Old Potash Hwy & Kaufman Ave
 - Old Potash Hwy & Diers Ave
 - Old Potash Hwy & US-281
 - Old Potash Hwy & Wilmar Ave
 - Old Potash Hwy & Hy-Vee Dr
 - Old Potash Hwy & Webb Rd
 - US-281 & US-30 WB Ramp Intersection
 - US-281 & US-30 EB Ramp Intersection
 - US-30 & Webb Rd
 - Front St & Webb Rd

*Exhibit A
Sheet 3 of 8*

Project Name: Old Potash Highway Roadway Improvements

Average Daily Traffic (ADT) volumes will be estimated from peak hour counts.

4.2 Existing Conditions Analysis.

Intersection capacity analysis will be performed for the study intersections utilizing existing intersection control and lane geometry for the AM, Midday and PM peak hours. This will provide a baseline of roadway network operations for comparison purposes. Existing bike/pedestrian facilities will also be documented.

4.3 Crash Summary.

The Consultant will request a three-year crash history for the study corridor. Intersection and segment crash rates will be prepared to identify high crash areas. A crash diagram will be prepared to highlight and summarize the data. During the evaluation, crash patterns and safety concerns will be documented. This will help in the determination of potential mitigation measures.

4.4 Traffic Projections.

Two separate analysis year scenarios will be evaluated as part of the traffic analysis task to better define expected operations under both the interim, and full build-out lane geometrics along the corridor. The scenarios will include an approximate 10-year horizon, and 25-year build-out for the traffic volume projections. The Consultant will develop 24-hour volumes for the two analysis year scenarios and corresponding intersection turning movement volumes utilizing "k" (peak hour) and "d" (distribution) factors. Projections will be completed utilizing historical traffic counts in the area and ADT projections provided by the City of Grand Island MPO. Once ADT projections are completed the Consultant will develop AM, Midday and PM peak hour traffic volumes for the 2040 horizon year.

4.5 Future Traffic Analysis.

The traffic analysis task will be coordinated with concept development. It may be necessary to re-route projected volumes to the study network pending the intersection and access type being considered.

The Consultant will analyze safety and operational characteristics of the study area intersections and roadway segments within the above-mentioned scenarios to evaluate traffic control and lane geometric requirements. Analysis of the future-year volumes will determine recommended intersection control. The analysis will include the evaluation of roundabout intersections and traffic signals (beyond stop control). Warrants for traffic signal control will be summarized by location.

Intersection capacity analysis will provide a summary of expected Level of Service (LOS) and vehicle queuing at study area intersections where turning movement volumes are available. Capacity analysis will be conducted utilizing SIDRA Intersection, and Synchro software applications. This analysis will determine appropriate lane geometrics for the 10-year and 25-year scenarios.

Analysis will likely consider multiple alternatives and combinations of corridor modifications. Access management strategies will be applied to arterial roadways.

*Exhibit A
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Project Name: Old Potash Highway Roadway Improvements

- 4.6 Final Corridor and Intersection Geometrics Recommendations.
Based on the results of the corridor and alternatives analysis, traffic control evaluations, crash analysis, and expected operations, the Consultant will recommend appropriate improvements to all study intersections and confirm the proposed roadway corridor cross-section. The analysis will include turn lane locations and lengths, U-turn movements for passenger vehicles, sidewalk ramp locations, and turning movement radii based on the design vehicle. In addition, access management improvements for the corridor will be presented.
- 4.7 Study Documentation.
A draft and final Alternatives Analysis report will be developed and submitted to the Client for review. The report will summarize the results of the data collection, capacity analysis, and traffic control recommendations for the project. The final results of the report will be utilized to help develop preliminary design for the project.
5. Conceptual Design Services. This task includes developing concepts and selection of a preferred alternative.
- 5.1 Data Collection and Review. For gathering, reviewing and organizing data for the project.
- 5.2 Prepare Alternatives.
- 5.2.1 Consultant will evaluate possible alternatives derived from the traffic analysis including but not limited to: horizontal alignment, number of lanes required, configuration of intersections, median width(s), bike trail and sidewalk locations, and limits for construction of the initial roadway section to be completed as part of this project.
- 5.2.2 The Consultant shall develop alternatives for the construction taking into consideration costs and the ability to efficiently expand the initial construction to the ultimate roadway geometrics in the future while minimizing future impacts to adjacent properties and impacts to vehicular/ pedestrian travel along the corridors.
- 5.2.3 This work shall include the development and evaluation of alternatives for the intersection control at various intersections to determine whether a conventional intersection, alternative intersection or roundabout design would provide the most efficient and effective design. Roadway alignments, locations of intersections, access control, and movement restrictions will also be considered.
The intersection concepts shall be reviewed and evaluated with respect to vehicular and pedestrian movement, safety, impacts to adjacent property, environmental concerns, right-of-way needs, impacts to access and costs. The Consultant shall summarize the alternatives developed and meet with the City's Project Manager to review the alternatives and conceptual plans prior to presenting alternatives to stakeholders and the public for comments.
- 5.2.4 Following completion of the stakeholder and public review of alternatives, the Consultant shall meet with the City's Project Manager and other City staff to select the preferred alternative.

Exhibit A
Sheet 5 of 8

Project Name: Old Potash Highway Roadway Improvements

- 5.3 Project Phasing. The Consultant will prepare exhibits showing potential project phasing, with the understanding that the entire corridor would be constructed in sections/segments. This task will identify the logical and feasible breakdown.
- 5.4 Quantities/Cost Estimate. Develop and tabulate preliminary quantities. Each potential bid item will not be calculated in detail. This effort will be to identify approximate project cost for the preferred alternative.
- 5.5 Typical Sections/Details. This includes design and drafting the typical sections.
6. Public Involvement. This task involves engaging the public and teaming with the Client to communicate project information. Consultant representatives will attend the meetings and be available to address questions. Consultant will also take notes summarizing the general comments, and review written comments. A summary document of the public comments will be prepared. For those comments requesting/warranting a response, written responses will be drafted for Client review and approval prior to mailing by the Client. The Consultant will produce and supply meeting materials including mailings, fact sheets, exhibits, and presentations. Translation of printed materials for the public meetings in one language will be provided at up to 4 meetings. A translator may be present at the public meetings and/or other meetings (up to 4) as requested by the Client.
- 6.1 Public Involvement Plan / Database. Consultant will develop a public involvement plan for review and approval by project team members. The plan will include dates of anticipated meetings, anticipated forms of communication with the public (i.e. newsletter, door hangers, etc.), and a database of adjacent property owners and other project stakeholders. All information provided to the public shall be reviewed by the City's Project manager prior to distribution. The information will be submitted for review a minimum of two week prior to publication. Consultant will develop and maintain a database of project stakeholders to include residents, property owners, organizations, agencies, City officials, project team members and other parties who may be interested in or impacted by the project. The database shall identify stakeholder names, telephone numbers, addresses, tract numbers, conversation dates and other pertinent information. A copy of the database shall be given to the City. The Consultant will also serve as the point of contact for public involvement and information, and will keep a record of all public contacts and inquiries regarding this project. Consultant will draft responses (as requested) to public comment for review by the City's Project Manager.
- 6.2 Key Stakeholder Meetings (20). Consultant and City staff will identify key project stakeholders for participation in information meetings during design of the project. Consultant will meet with impacted businesses, residents, and the Consultant shall be responsible for distributing meeting invitations, coordinating meeting locations, facilitating, and preparing meeting minutes. Presentation of alternatives will take place with stakeholders. Stakeholder comment will be accepted and examined as part of the selection of the preferred alternative. Comments will be logged into the project database.
- 6.3 Open Houses (2). Consultant will schedule, arrange, and facilitate two public open houses to be held in at specific times during the project design. The Consultant shall draft a newspaper notice of the open house to be reviewed by the City's Project Manager, who will

Exhibit A
Sheet 6 of 8

Project Name: Old Potash Highway Roadway Improvements

follow local publishing and posting requirements. The City's Project Manager will coordinate with the Local Newspaper. The notice of the open houses will be published 14 days prior to the event in the Local Newspaper. City will be responsible for coordinating the Dynamic Messaging sign for the public meetings.

6.3.1 Pre-Concept Meeting. This meeting is a public meeting near the onset of concept design in order to collect information to be used during concept development. The Consultant will generate exhibits with sample concepts and/or initial features based on project information collected to date (traffic study, observed issues, etc). Public comment will be accepted and examined as part of the meeting. Comments will be logged into the project database.

6.3.2 Presentation of Preferred Alternative. This meeting is a public presentation of the preferred alternative intended to educate the public. Comments will be logged into the project database. This meeting is assumed to take place before the Council meeting.

6.4 Final Public Involvement Report / Documentation. Consultant will write a final report documenting the public involvement process. The report shall include tools and techniques utilized, numbers of citizens participating, meeting minutes, list of meeting attendees, and a general description of public reaction.

7. Funding Sources. Consultant will aid the Client in pursuing funding sources for the preferred alternative. Anticipated sources include City funds, NDOT safety funds, and partnership with Central Platte NDR. Consultant will prepare information and applications to funding partners as necessary. Four (4) meetings are assumed specific to funding.

E. DELIVERABLES:

1. Monthly Invoices and Progress Reports
2. Meeting Minutes
3. Traffic Corridor Report
4. Public Information Meeting Exhibits, Fact Sheet, Comment Sheet
5. Summary of Public Comments, and responses to written comments
6. Hard copies of all materials and final electronic files

G. GENERAL SCHEDULE

1. Notice to Proceed / Kick-off Meeting: October 2017
2. Progress Meetings: November 2017 – April 2017 (monthly)
3. Survey: October 2017 – December 2017
4. Traffic Study: October 2017 – January 2018
5. Concept Design: January 2018 – April 2018
6. Public Meetings: See detailed schedule
7. Preferred Alternative Selection: May 2018
8. Funding Sources: May 2018 – August 2018

*Exhibit A
Sheet 7 of 8*

Project Name: Old Potash Highway Roadway Improvements

Olsson agrees to provide all its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

OLSSON ASSOCIATES, INC.

By Shane A. King
Shane A. King

Matt Rief
Matt Rief

If you accept this Scope of Services, please sign:

CITY OF GRAND ISLAND, NE

By _____
Signature

Print Name _____

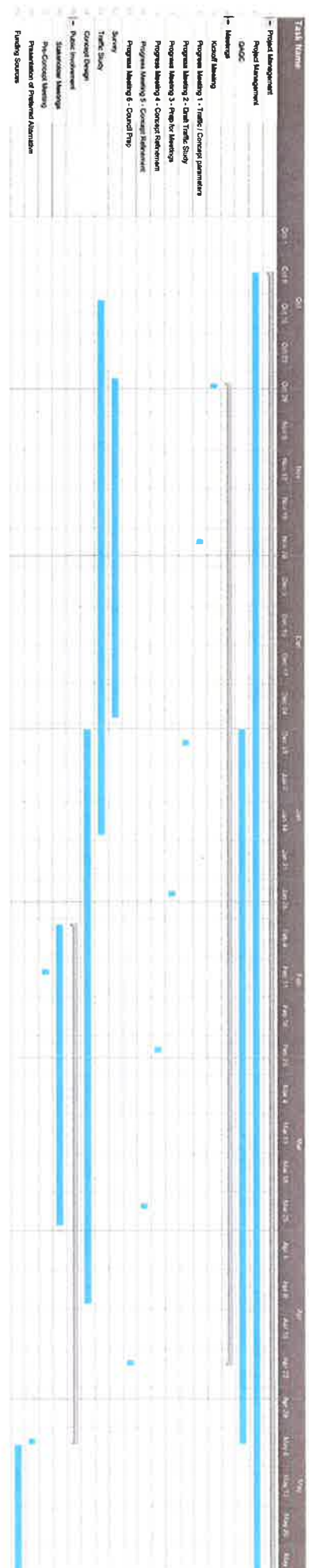
Title _____

Dated: _____

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Project Name: Old Potash Highway Roadway Improvements

Old Potash Hwy



Project Cost & Breakdown**Old Potash Highway**

Project Name: Old Potash Highway Roadway Improvements
Consultant: Olsson Associates
Consultant PM: Shane King
City PM: Keith Kurz
Date: October 2, 2017

Project Number: _____
Control Number: _____

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Quality Manager	40	\$73.56	\$2,942.40
Project Manager	386	\$45.58	\$17,593.88
Technical Leader	416	\$55.67	\$23,158.72
Engineer	546	\$27.96	\$15,266.16
Sr. Technician	164	\$28.25	\$4,633.00
Technician	64	\$19.38	\$1,240.32
Public Involvement	252	\$26.08	\$6,572.16
Survey Leader	10	\$38.94	\$389.40
Survey Crew	46	\$50.24	\$2,311.04
Administrative	30	\$18.05	\$541.50
	1954	Subtotal	\$74,648.58

DIRECT EXPENSES	Amount
Subconsultants:	\$6,240.00
Printing And Reproduction:	\$400.00
Mileage/Travel:	\$1,435.00
Lodging/Meals:	\$1,024.00
Other Miscellaneous Costs:	\$6,000.00
Subtotal	\$15,099.00

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$74,648.58
Overhead @ 176.96%	\$132,098.13
Total Labor Costs	\$206,746.71
Fee for Profit Rate @ 13.60%	\$28,117.55
Facility Capital Cost of Money (FCCM) @ (direct labor cost x FCCM%)	
Direct Expenses	\$15,099.00
TOTAL COST	\$249,963.26

Exhibit "B"
Sheet 1 of 1

Direct Expenses**Old Potash Highway**

Project Name: Old Potash Highway Roadway Improvements
Consultant: Olsson Associates
Consultant PM: Shane King
City PM: Keith Kurz
Date: October 2, 2017

Project Number: _____
Control Number: _____

Subconsultants:			Amount
Gewalt Hamilton Associates			\$6,240.00
Subtotal			\$6,240.00
Printing and Reproduction:	Qty	Unit Cost	Amount
black & white copies @ \$0.15/each	1000	\$0.15	\$150.00
color copies @ \$0.50/each	500	\$0.50	\$250.00
Subtotal			\$400.00
Mileage/Travel:	Qty	Unit Cost	Amount
Vehicle days	16	\$85.00	\$1,360.00
Survey Vehicle miles	100	\$0.75	\$75.00
Subtotal			\$1,435.00
Lodging/Meals:	Qty	Unit Cost	Amount
Meals (days)	16	\$64.00	\$1,024.00
Subtotal			\$1,024.00
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Translation of printed materials	4	\$1,000.00	\$4,000.00
Translation service	4	\$500.00	\$2,000.00
Subtotal			\$6,000.00
TOTAL DIRECT EXPENSES			\$15,099.00

Exhibit "B"
Sheet 1 of 1

RESOLUTION 2017-280

WHEREAS, on July 10, 2017 the Engineering Division of the Public Works Department advertised for Engineering Services for Old Potash Highway Corridor Study; and

WHEREAS, on July 25, 2017 three (3) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria Olsson Associates of Grand Island, Nebraska was selected as the top engineering firm; and

WHEREAS, the City of Grand Island and Olsson Associates of Grand Island, Nebraska wish to enter into an Engineering Services Agreement to provide engineering services for such study; and

WHEREAS, amendments will be brought before council at a later date to address preliminary design services, final design services, and construction phase services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and Olsson Associates of Grand Island, Nebraska for engineering services related to Old Potash Highway Corridor Study, in the amount of \$249,963.26, is hereby approved.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 14, 2017	☐ City Attorney