



# City of Grand Island

Tuesday, February 28, 2006

Council Session

## Item G3

**#2006-58 - Approving Agreement With Olsson Associates for Consulting Engineering Services to Conduct a Noise Study Along Capital Avenue; From Moores Creek Drain to Webb Road**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** February 28, 2006

**Subject:** Approving Agreement with Olsson Associates for Consulting Engineering Services to Conduct a Noise Study Along Capital Avenue; From Moores Creek Drain to Webb Road

**Item #'s:** G-3

**Presenter(s):** Steven P. Riehle, Public Works Director

## **Background**

A noise study is being required by the Federal Highway Administration before any acquisition of Right-of-Way can occur. A request for proposals to perform Consulting Engineering Services for the Noise Study was developed.

The request for proposals was advertised in the Grand Island Independent on February 4, 2006 and mailed to four (4) engineering firms. One (1) proposal was received from Olsson Associates of Grand Island, Nebraska.

## **Discussion**

An agreement for the study was negotiated for the work to be performed at actual costs with a maximum dollar amount of \$24,975.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the agreement for actual costs with a maximum amount of \$24,975.

## **Sample Motion**

Move to approve the agreement with Olsson Associates to perform Consulting Engineering services for the Noise Study along Capital Avenue.

LETTER AGREEMENT FOR  
PROFESSIONAL SERVICES

February 23, 2006

Steve Riehle, Public Works Director  
City of Grand Island  
P.O. Box 1968  
Grand Island, NE 68802

Re: **AGREEMENT FOR PROFESSIONAL SERVICES**  
**TRAFFIC NOISE STUDY**  
**CAPITAL AVENUE "Project"**  
**GRAND ISLAND, NEBRASKA**

Dear Mr. Riehle

It is our understanding that the City of Grand Island, Nebraska ("Client") requests Olsson Associates ("OA") to perform the following services pursuant to the terms of this Letter Agreement, OA's General Provisions and Exhibit "A" attached thereto (hereinafter "the Agreement") for the Project.

1. OA 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 Exhibit "A" attached thereto) which are expressly made a part of and incorporated into this Agreement by this reference. In the event of any conflict or inconsistency between this Agreement and the General Provisions regarding the services to be performed by OA, the requirements of this Agreement shall take precedence.
2. OA shall provide Client all Basic Services as more specifically described in Exhibit "A" hereto. Should Client request work not described and included in the above, Description of Basic Services, such as Additional Services, Consultant shall invoice Client for such services on the basis of Salary Costs times a factor of 2.5 for services rendered by our principals and employees engaged directly on the Project plus Reimbursable Expenses, unless otherwise agreed to by both parties. OA shall not commence work on Additional Services without Client's prior approval in writing.

OA 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 CONSULTANT'S SERVICES**

3. Unless otherwise agreed, OA would expect to begin performing its services under this Agreement promptly upon your signing.

Anticipated Start Date: March 1, 2006

Anticipated Completion Date: May 31, 2006

### **COMPENSATION**

4. Client shall pay to OA for the performance of the Services the actual time of personnel performing such Services at the current professional and staff rates and all Actual reimbursable expenses not to exceed **Twenty-Four Thousand Nine Hundred Seventy-Five Dollars (\$24,975)**

These financial arrangements are proposed with the assumption OA's bills will be paid promptly and the Project will progress orderly and continuously. Client agrees to pay OA the amounts due for services rendered and expenses incurred pursuant to the terms of this Agreement within thirty (30) days after OA has provided its invoice for such services.

### **TERMS AND CONDITIONS OF SERVICE**

5. We have discussed with you the risks, rewards and benefits of the Project and our fees for services. The risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, OA'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 us under this Agreement, shall not exceed the total construction costs of this project under this Agreement. Client acknowledges that such causes include, but are not limited to, OA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
6. The Agreement represents the entire understanding between Client and OA with respect to the Project and may only be modified in writing signed by both parties.
7. If this proposal satisfactorily sets forth your understanding of our agreement, please sign the Letter Agreement in the space provided (indicating Client's designated Project representative if different from the party signing the Agreement). Retain a copy for your files and return an executed original to OA. 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.

8. By signing below, you acknowledge that you have full authority to bind Client to this agreement.

**OLSSON ASSOCIATES**

By \_\_\_\_\_  
Kevin L. Prior

Title \_\_\_\_\_  
Vice President

If you are in agreement with the preceding proposal,  
please sign:

CITY OF GRAND ISLAND "Client"

By \_\_\_\_\_  
Jay Vavricek

Title \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

If different from above,

Attest:

\_\_\_\_\_  
Steven P. Riehle, Public Works Director

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form:

\_\_\_\_\_  
Doug Walker, City Attorney

## GENERAL PROVISIONS

These General Provisions are attached to and made a part of a LETTER AGREEMENT, dated February 23, 2006, between the City of Grand Island, Nebraska (CLIENT) and Olsson Associates (OA) for professional services in connection with Traffic Noise Study, Capital Avenue, Grand Island, Nebraska (hereinafter called the "Project").

### **SECTION 1—OA's BASIC SERVICES**

See Exhibit "A", attached.

### **SECTION 2—ADDITIONAL SERVICES OF OA**

2.1 Unless otherwise expressly included, OA's normal and customary engineering services described here or in the LETTER AGREEMENT do not include the following categories of work which shall be referred to as Additional Services.

2.2. If CLIENT and OA mutually agree to perform any of the following Additional Services, CLIENT will provide written approval of the agreed upon scope of services, and OA shall perform or obtain from others such services and will be paid therefore as provided in the LETTER AGREEMENT. EITHER CLIENT or OA may elect not to perform all or any of the following Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project in addition to those required under Basic Services; 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 significant changes in the general scope, extent or character of the Project or major changes in documentation previously accepted by CLIENT where changes are due to causes beyond OA's control.

2.2.4 Providing renderings or models.

2.2.5 Preparing documents for alternate bids requested by CLIENT for work which is not executed or for out-of-sequence work.

2.2.6 Detailed consideration of operations, maintenance and overhead expenses; value engineering and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals and valuations.

2.2.7 Furnishing the services of independent professional associates or consultants for work other than Basic Services.

2.2.8 If OA's compensation for Basic Services is not on the basis of Direct Labor or Salary Costs, Additional Services shall include services necessary due to the Client's award of more than one prime contract for the Project, 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 and those services necessary to administer CLIENT's contract(s).

2.2.9 Services in connection with staking out the work of Contractor(s).

2.2.10 Services during out-of-town travel other than visits to the site.

2.2.11 Preparation of operating and maintenance manuals to supplement Basic Services.

2.2.12 Services to redesign some or all of the Project.

2.2.13 Preparing to serve or serving as a consultant or witness or assisting CLIENT with any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.

2.3 When required by the Agreement or Contract Documents in circumstances beyond OA's control, OA shall perform or obtain from others any of the following Additional Services as circumstances require during construction and without waiting for specific instructions from CLIENT, and OA will be paid therefore as provided in the Letter Agreement:

2.3.1 Services in connection with work directive changes and change orders to reflect the changes requested by CLIENT if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

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; and evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

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 damage by fire or other causes during construction, (2) a significant amount of defective, inefficient or neglected work by any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (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; designate and identify in writing a person to act with authority on CLIENT's behalf in respect of all aspects of the Project; examine and respond promptly to OA's submissions; and give prompt written notice to OA whenever CLIENT observes or otherwise becomes aware of any defect in the work.

3.2 If CLIENT fails to make any payment due OA for services and expenses within thirty (30) days after receipt of OA's statement therefore, OA may, after giving seven days' written notice to CLIENT, suspend services to CLIENT under this Agreement until OA has been paid in full all amounts due for services, expenses and charges.

3.3 Payments to OA shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the CLIENT of offsetting reimbursements or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from OA's compensation for any reason unless OA 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 OA any borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which OA may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for OA to enter upon public and private property.

3.4.3 Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of Contractor(s)' applications for payment, and 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.

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

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 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.

3.7 Contemporaneously with the execution of the LETTER AGREEMENT, CLIENT shall designate in writing an individual to act as its duly authorized Project representative.

**SECTION 4—MEANING OF TERMS**

4.1 As used herein, the term "this Agreement" refers to these General Provisions, the LETTER AGREEMENT to which these General Provisions refer, and any other exhibits or

attachments made a part thereof as if they were part of one and the same document.

4.2 The "construction cost" of the entire Project (herein referred to as "Construction Cost") means the total cost to CLIENT of those portions of the entire Project designed and specified by OA, but it will not include OA'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 or the cost of other services to be provided by others to CLIENT pursuant to Section 3.

4.3 The "Salary Costs": Used as a basis for payment mean salaries and wages (basic and incentive) paid to all OA's personnel engaged directly on the Project, 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.

4.4 "Reimbursable Expenses: The expenses incurred by OA or OA's independent professional associates or consultants, *i.e. WTI*, directly or indirectly in connection with the Project, and shall be included in periodic billing as applicable as follows: (*Revised per City of Grand Island Attorney.*)

<u>Classification</u>	<u>Costs</u>
Automobiles	\$0.45/mile*
Suburbans and Pick-Ups	\$0.60/mile
Duplication	
In-house	Actual Cost
Outside	Actual Cost
Meals	Actual Cost
Postage & Shipping	
Charges for Project	
Related Materials	Actual Cost
Film and Photo	
Developing	Actual Cost
Telephone and	
Fax Transmissions	Actual Cost
Miscellaneous Materials	
& Supplies Applicable	
only to this Project	Actual Cost
Subconsultants	Actual Cost

\* IRS Standard Mileage Rate (Subject to Change)

4.5 "Certify" or "a Certification": A statement of OA's opinion, based on its observation of conditions, to the best of OA's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that OA's certification 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.



4.6 "Cost Estimate": An opinion of probable construction cost made by OA. In providing opinions of probable construction cost, it is recognized that neither the CLIENT nor OA 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 OA'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 will not vary from the CLIENT's budget or from any opinion of probable cost prepared by OA.

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

4.8 "Inspect" or "Inspection": The visual observation of construction to permit OA, as an experienced and qualified professional, to determine that the Work when completed by the Contractor, generally conforms to the Contract Documents. In making such inspections, OA makes no guarantees for, and shall have no authority or control over, the Contractor's performance or failure to perform the Work in accordance with the Contract Documents. OA 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 the Work by the Contractor.

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

## **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 for any of the following reasons:

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 by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project or OA's services by the CLIENT for more than ninety (90) calendar days, consecutive or in the aggregate;

5.1.4 Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

5.2 In the event of a "for cause" termination of this Agreement by either party, the CLIENT shall within fifteen (15)

calendar days of termination pay OA for all services rendered and all reimbursable costs incurred by OA up to the date of termination, in accordance with the payment provisions of this Agreement.

5.3 The CLIENT may terminate this Agreement for the CLIENT's convenience and without cause upon giving OA not less than seven (7) calendar days' written notice. In the event of any termination that is not the fault of OA, the CLIENT shall pay OA, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by OA 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 OA in preparing or negotiating any proposals submitted to CLIENT for OA's Basic or Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of not less than 10% of OA's actual costs incurred.

## **SECTION 6—DISPUTE RESOLUTION**

### **6.1. Mediation** *(Omitted per City of Grand Island Attorney.)*

~~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, 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.~~

## **SECTION 7—MISCELLANEOUS**

### **7.1 Reuse of Documents**

All documents, including Drawings and Specifications prepared or furnished by OA (and OA's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project and OA shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or

on any other project. Any reuse without written verification or adaptation by OA for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to OA, or to OA's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless OA and OA'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 will entitle OA to further compensation at rates to be agreed upon by CLIENT and OA.

## 7.2 Electronic Files

By accepting and utilizing any electronic file of any drawing, report or data transmitted by OA, 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 OA, 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 OA and the electronic files which may be transferred, the signed and sealed original documents shall govern. OA specifically disclaims all warranties, expressed or implied, including without limitation, 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 OA, 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 OA or from any reuse of the electronic files without the prior written consent of OA.

## 7.3 Opinions of Cost

Since OA 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, OA's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of OA's experience and qualifications and represent OA's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but OA cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by OA. If prior to the Bidding or Negotiating Phase CLIENT wishes greater assurance as to Total Project or

Construction Costs, CLIENT shall employ an independent cost estimator as provided in paragraph 3.4.3. OA's services to modify the Contract Documents to bring the Construction Cost within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

## 7.4 Controlling Law and Venue

7.4.1 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.

7.4.2 Any legal action between OA and CLIENT arising out of this AGREEMENT shall be brought in a court of competent jurisdiction located in Lancaster County, Nebraska.

## 7.5 Subconsultants *(Revised per City of Grand Island Attorney.)*

OA may utilize as necessary in its discretion Subconsultants and other subcontractors. OA will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement. *WTI is the only approved subconsultant for this project.*

## 7.6 Assignment

7.6.1 CLIENT and OA each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and OA (and to the extent permitted by paragraph 7.6.2 the assigns of CLIENT and OA) 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.

7.6.2. Neither CLIENT nor OA 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 OA from employing such subconsultants and other subcontractors as OA may deem appropriate to assist in the performance of services under this Agreement.

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

## 7.7 Indemnity

OA and the 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, arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

## 7.8 Limitation on Damages *(Omitted per City of Grand Island Attorney.)*

~~Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor OA, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this AGREEMENT. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and OA shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.~~

## 7.9 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 OA.

EXHIBIT "A" to GENERAL PROVISIONS attached to  
LETTER AGREEMENT BETWEEN OA AND CLIENT  
FOR PROFESSIONAL SERVICES, dated February 23, 2006  
DESCRIPTION OF BASIC PROFESSIONAL SERVICES

This is an exhibit attached to and made a part of the General Provisions attached to the Proposed Letter Agreement dated February 23, 2006 between the City of Grand Island, Nebraska ("Client") and Olsson Associates ("OA") providing for professional services. The Basic Services of OA are as indicated below.

**GENERAL**

OA shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice, and furnishing customary engineering services incidental thereto.

**TRAFFIC NOISE STUDY - CAPITAL AVENUE, GRAND ISLAND, NEBRASKA**

OA will complete a Traffic Noise Study in accordance with 23 CFR Part 772 Standards and the Nebraska Department of Roads Noise Analysis and Abatement Policy (May 1998) for the project. The noise analysis will be completed using the most recent version of the Traffic Noise Model (TNM).

**A. NOISE STUDY REPORT**

The Noise Study report will be prepared to include, but not limited to the following:

1. General information regarding the nature of noise and measurement of sound, noise abatement criteria and noise prediction method used.
2. Project description.
3. Table showing existing and future traffic counts (ADT or DHY) as well as medium and heavy truck percentages, all to be used in conjunction with TNM.
4. Field noise measurements will be taken. These measurements will be included in a table with location, distance from project centerline, and noise levels.
5. Information about land use adjacent to project.
6. Table showing the following:
  - a. Receptor ID (home address or business name if possible)
  - b. Distance from project centerline
  - c. Modeled existing noise level (TNM results)
  - d. Predicted future no-build noise level (TNM results)
  - e. Predicted future build noise level (TNM results)
  - f. Leq noise abatement criteria (66 or 71 dBA)

- g. Specify if build situation approaches or exceeds Leq criteria (yes or no)
- 7. Analysis, including a table showing scoring results of each site using NDOR Policy, and discussion of noise abatement for those impacted receivers or areas (address feasibility and reasonability criteria).
- 8. Detour information (lane closures, how many will remain open)
- 9. Conclusion stating findings (how many impacted receptors in existing, no-build and build situations, noise abatement results).
- 10. List of references.
- 11. Diagrams using aerials or topography maps identifying:
  - a. Receivers adjacent to project
  - b. Areas for possible noise abatement
  - c. 66 and 71 dBA noise contour lines

**B. PUBLIC MEETING**

OA will conduct a public information meeting to present the findings of the noise study and give the public an update on the project. At the meeting, the plans and mosaic boards will be displayed for the public to view and the public will be provided the opportunity to express their concerns to the design team. This phase will include an update to the project web site.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
CONSULTING SERVICES FOR  
NOISE STUDY ALONG CAPITAL AVENUE**

**RFP DUE DATE:** February 21, 2006 at 11:00 a.m.

**DEPARTMENT:** Public Works

**PUBLICATION DATE:** February 4, 2006

**NO. POTENTIAL BIDDERS:** 4

**SUMMARY OF PROPOSALS RECEIVED**

**Olsson Associates**  
Grand Island, NE

cc: Steve Riehle, Public Works Director  
Gary Greer, City Administrator  
Dale Shotkoski, Purchasing Agent

Danelle Collins, Admin. Assist. PW  
David Springer, Finance Director  
Laura Berthelsen, Legal Assistant

**P1068**

RESOLUTION 2006-58

WHEREAS, the City of Grand Island invited proposals for Consulting Engineering Services for a Noise Study Along Capital Avenue in accordance with a Request for Proposal on file with the Public Works Department; and

WHEREAS, one proposal was received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, Olsson Associates of Grand Island, Nebraska, submitted a proposal in accordance with the terms of the request for proposals and all statutory requirements contained therein and the City Procurement Code, such proposal being for actual costs with a maximum dollar amount of \$24,975.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Olsson Associates of Grand Island, Nebraska, for consulting engineering services for a Noise Study along Capital Avenue for actual costs with a maximum dollar amount of \$24,975 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2006.

---

Margaret Hornady  
City Council President / Interim Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 23, 2006	☐ City Attorney