



City of Grand Island

Tuesday, September 27, 2011

Council Session

Item G29

#2011-282 - Approving Agreement with Olsson Associates for an Update to the Groundwater Study

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: September 27, 2011

Subject: Approving Agreement with Olsson Associates for an Update to the Groundwater Study

Item #'s: G-29

Presenter(s): John Collins, Public Works Director

Background

On December 21, 1998 the City entered into an agreement with the Central Platte Natural Resources District (CPNRD), which provided for the installation of test and monitoring wells to study lowering groundwater levels.

The study concluded September 2000 with a recommendation to implement a dewatering program.

On July 26, 2011 City Council approved an Interlocal Agreement with the Central Platte Natural Resources District (CPNRD) to update the September 2000 Groundwater Study. The cost will be shared equally between the City and the CPNRD, with the study also being shared with both entities.

Discussion

Three (3) proposers responded to the Request for Qualifications (RFQ), which was advertised in the Grand Island Independent on August 9, 2011. The RFQ was sent directly to eleven (11) consultant firms.

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

The anticipated start date of the study update is October 3, 2011, with an anticipated completion date of February 23, 2012. Results of the study will be presented to both the City and the CPNRD once the report is available.

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 and pass a Resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve the resolution.



LETTER AGREEMENT FOR
PROFESSIONAL SERVICES

August 25, 2011

Mayor and City Council
City of Grand Island
P.O. Box 1968
Grand Island, NE 68802-1968

Re: **AGREEMENT FOR PROFESSIONAL SERVICES
GROUNDWATER STUDY UPDATE "Project"
GRAND ISLAND, NEBRASKA**

Dear Mayor and City Council:

It is our understanding that the City of Grand Island ("Client") requests Olsson Associates ("Olsson") to perform the following services pursuant to the terms of this Letter Agreement for Professional Services, any signed Master Agreement, Olsson's General Provisions and any exhibits attached thereto (hereinafter "the Agreement") for the Project.

1. 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 thereto), 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, any Master Agreement and/or the General Provisions regarding the services to be performed by Olsson, the requirements of this Letter Agreement shall take precedence.
2. Olsson shall provide Client all Basic Services for the Project 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, Olsson 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. Olsson shall not commence work on Additional Services without Client's prior approval in writing.

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

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

Anticipated Start Date: October 3, 2011

Anticipated Completion Date: February 23, 2012

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 readjust 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

4. Compensation for Olsson's services shall be a fixed fee of Ninety Thousand Dollars (\$90,000.00). Olsson shall submit invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

REIMBURSABLE EXPENSE: Olsson's reimbursable expenses for this Project are included in the fixed fee set forth in Paragraph 4 above.

TERMS AND CONDITIONS OF SERVICE

5. We have discussed with you the risks, rewards and benefits of the Project and our fees for 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.
6. If this proposal satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated Project representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 90 days from the date set forth above, unless changed by us in writing.

7. By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement.

OLSSON ASSOCIATES

By Kevin L. Prior
Kevin L. Prior, Vice President, Proj. Manager

By Karen O'Connor
Karen Griffin O'Conner, Project Geologist

If you accept the preceding proposal and the Agreement, please sign:

CITY OF GRAND ISLAND "Client"

By _____
Jay Vavricek

Title _____
Mayor

Dated: _____

If different from above,

Attest:

RaNae Edwards, City Clerk

Approved as to Form:

City Attorney

GENERAL PROVISIONS

These General Provisions are attached to and made a part of a LETTER AGREEMENT, dated August 25, 2011, between the City of Grand Island, Grand Island, Nebraska (CLIENT) and OLSSON Associates (OLSSON) for professional services in connection with the development of the Groundwater Study Update, Grand Island, Nebraska (hereinafter called the "Project").

SECTION 1—OLSSON'S BASIC SERVICES

See Exhibit A attached.

SECTION 2—ADDITIONAL SERVICES OF OLSSON

2.1 Unless otherwise expressly included, OLSSON'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 OLSSON mutually agree to perform any of the following Additional Services, CLIENT will provide written approval of the agreed upon scope of services, and OLSSON shall perform or obtain from others such services and will be paid therefore as provided in the LETTER AGREEMENT. EITHER CLIENT or OLSSON 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 OLSSON'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 OLSSON'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 OLSSON's control, OLSSON 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 OLSSON 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 OLSSON's submissions; and give prompt

written notice to OLSSON whenever CLIENT observes or otherwise becomes aware of any defect in the work.

3.2 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 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.

3.3 Payments to OLSSON 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 OLSSON's compensation for any reason unless 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 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 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.

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 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 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 OLSSON'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 OLSSON or OLSSON'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	\$0.555/mile*
Suburbans and Pick-Ups	\$0.68/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 OLSSON's opinion, based on its observation of conditions, to the best of OLSSON's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that OLSSON'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 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 will not vary from the CLIENT's budget or from any opinion of probable cost prepared by OLSSON.

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 OLSSON, 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, OLSSON 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. 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 the Work by the Contractor.

4.9 "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 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 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 OLSSON'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 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.

5.3 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 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 OLSSON'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 OLSSON (and OLSSON's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project and OLSSON 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 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 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 drawing, report or 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, 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 Opinions of Cost

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 opinions of probable Total Project Costs and Construction Cost provided for herein are to be 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; but OLSSON 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 OLSSON. 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. OLSSON'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 OLSSON 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.)*

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. *WTI is the only approved subconsultant for this project.*

7.6 Assignment

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

7.6.2 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.

7.6.3 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.

7.7 Indemnity

OLSSON 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 OLSSON, 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 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 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 OLSSON.

EXHIBIT "A" to GENERAL PROVISIONS ATTACHED TO
LETTER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND OLSSON, DATED August 25, 2011

DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS

This is an exhibit attached to and made a part of the General Provisions attached to the Proposed Letter Agreement for Professional Services dated August 25, 2011, between the City of Grand Island (Client) and Olsson Associates (Olsson) providing for professional services. The Basic Services of Olsson are as indicated below.

GENERAL

Olsson 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 services incidental thereto.

Phase 1 Site Hydrogeology Data Update and Review

Olsson will obtain, compile, and review the latest regional and site-specific hydrogeologic information available through the United States Geological Survey (USGS), University of Nebraska-Lincoln Conservation and Survey Division and High Plains Climate Center, Nebraska Department of Water Resources, the City of Grand Island and Central Platte NRD. In addition, current information pertaining to the configuration and concentration of the major groundwater contamination plumes identified in Grand Island will be collected from Nebraska Department of Environmental Quality, US Environmental Protection Agency and the City.

With the hydrogeologic data, Olsson will update the conceptual model of the Grand Island area by compiling spatial, hydrogeologic, water level, and contaminant plume data sets. The conceptual model will be based on the COHYST groundwater model for hydrogeologic framework and initial hydrogeologic parameter estimations. The conceptual model will include the area in and around Grand Island including significant land use and hydrologic features within 5 miles of the City.

Phase 2 Groundwater Model Optimization and Analysis

Using an integration of both field-obtained data and published information from state and federal agencies, Olsson will update the previous computer model (Olsson 2000) of the local aquifer to optimize a dewatering well network for the City of Grand Island. Olsson will use a four-step strategy to update the model and optimize the dewatering system configuration:

1. The first step will involve updating and calibrating a groundwater model that simulates long-term, average (steady-state) conditions of the groundwater flow system.
2. The second phase of model analysis will involve simulating a transient period from 1985 to 2010 to ensure the model's capability to replicate changing water level conditions in the aquifer. The transient model will be based on inputs from COHYST and therefore may be modified based on dataset availability.
3. With the calibrated transient model, the third phase of the process will involve assessing the areas of influence or "capture zones" of the proposed dewatering wells to assess optimization of the dewatering well network.

4. The fourth and final step in the model analysis will include a contaminant transport model coupled with the calibrated transient groundwater model to evaluate the fate of significant groundwater contaminant plumes currently mapped in the City of Grand Island. This aspect of the modeling analysis will be performed to assess the impact of the proposed dewatering system on existing contaminant plumes.

The groundwater model will be based on MODFLOW_2000 (MF2K), the industry standard for groundwater modeling applications. MF2K simulates groundwater flow by dividing the flow regime into a grid where water levels and flows are computed for each individual block within the grid. Groundwater Vistas (version 5) will be used as a graphical interface platform to construct the model grid, enter and modify data inputs, execute and evaluate calibration, and run predictive analyses in the flow system in and around Grand Island. Steady state model calibration will be performed using the inverse parameter estimation code PEST (Doherty, 1994). Calibration of the transient model will be done by trial and error adjustment of the specific yield term and estimated pumping rates for the irrigation, municipal, and industrial wells in the model area. The capture zone analysis will be completed using the particle tracking code MODPATH (Pollock, 1989), and the three-dimensional solute transport code MT3DS (Zheng and Wang, 1999).

Phase 3 Conveyance and Discharge Cost

Olsson will evaluate the collection and conveyance methods available to dispose of the water drawn from the two de-watered areas. Routing options utilizing existing right-of-ways, easements or roadway corridors will be evaluated and revised from the original study as necessary, to determine an efficient discharge routing option for the de-watering schemes.

Olsson will provide primary layouts of the de-watering schemes, with selected routing options for the discharge waters and will present information as Exhibits within the final report. A preliminary engineer's opinion of construction costs along with the expected operation and maintenance costs will be summarized.

Phase 4 Presentations of Project Status and Results

Olsson will meet with Staff to present initial issues and findings with the models and upon completion of the groundwater model. In addition, meetings will be conducted to discuss preliminary findings for dewatering techniques and upon final evaluation of the techniques. A key objective at the final evaluation meeting will be ensuring that Olsson has provided the necessary information to Staff, such that a practical and cost-effective method of dewatering the two areas can be presented to the stakeholders. A memo summarizing key points will be submitted to Staff for review and concurrence.

Olsson will present the results of the study at one meeting. The presentation will be made at a City of Grand Island City Council Study Session. Any necessary refinements on project issues would be completed after these meetings.

Phase 5 Summary Report-of-Findings

Olsson will complete a report-of-findings that summarizes model simulations, outlines the proposed dewatering well network and operations, identifies impacts to existing contaminant plumes, summarizes system costs including operations and maintenance and evaluates funding mechanisms for the project. The report will be submitted to the City of Grand Island and the Central Platte NRD for final acceptance.

RESOLUTION 2011-282

WHEREAS, by Resolution 2011-182 Grand Island City Council approved entering into an agreement with the Central Platte Natural Resources District (CPNRD) for the update to the September 2000 Groundwater Study; and

WHEREAS, the City of Grand Island solicited proposals for engineering consulting services for such project; 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 consulting services for such project.

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, Central Platte Natural Resources District and Olsson Associates of Grand Island, Nebraska for engineering consulting services related to the September 2000 Groundwater Study Update 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, September 27, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk