

## LETTER AGREEMENT AMENDMENT #1

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated March 24, 2014 between City of Grand Island ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

### PROJECT DESCRIPTION AND LOCATION

Project is located at: Grand Island, NE

Project Description: Husker Highway Sanitary Sewer Tap District No. 531T

### SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

#### PHASE 500: UTILITY SURVEY

Olsson shall complete items associated with the existing utility survey for the project. Task to be completed include:

- Task 501: Locate Existing Utilities** - Olsson shall contact the Diggers Hotline of Nebraska to request the location and size of any existing underground conduits or cables along the proposed projects alignment. Olsson shall have the horizontal location of the known existing utilities located in the field and incorporate this information into the project drawings as required.
- Task 502: Establish Control, Survey** – Olsson shall establish control points with known vertical and horizontal coordinates. Olsson shall perform topographic survey along the proposed improvements within the project area. Olsson shall also locate section corners and property pins to layout R.O.W. lines.
- Task 503: Reduce Survey & Cleanup Drawing** – From the information collected in the survey the Olsson shall produce a topographic drawing of the project area in AutoCad format.

#### **PHASE 505: EASEMENT ACQUISITION**

Olsson shall complete items associated with the permanent and temporary easement acquisition for the tracts along the sanitary sewer route. It is anticipated that there are approximately nine (9) tracts with a total of approximately nine (9) individual landowners from which easements will be required.

This scope does not include condemnation proceedings (if necessary). Tasks to be completed include:

- Task 505: Easement Descriptions & Tract Drawings** – Olsson shall prepare legal descriptions and tract drawings for the permanent and temporary easements required from each of the impacted tracts.
- Task 506: Title Search & Appraisals** – Olsson shall perform a title search and have an appraisal completed for each of the impacted tracts for use in the acquisition of the temporary and/or permanent easement.
- Task 507: Easement Acquisitions** – Olsson shall assist the City in the negotiations for the acquisition of the temporary and/or permanent easements. Olsson will prepare the easement documents, present, explain offers, answer related questions, and secure signatures from interested parties. Olsson will attempt to meet with each property owner at least three times if necessary.

Olsson will perform the services in accordance with the City of Grand Island's procedures. The goal will be to acquire the necessary right of way through amicable negotiations. If condemnation is required, Olsson will deliver the parcel files to the City of Grand Island and be available for consultation or condemnation testimony.

Olsson will submit signed purchase agreements, deeds and temporary easements, along with a payment transmittal letter to the City. The City will approve all signed purchase agreements and easement documents and will make payments to each property owner and tenant, if necessary. The City will record the deeds at the County Courthouse, and provide copies of the recorded documents and payment vouchers or checks to Olsson in order to complete the acquisition file.

#### **PHASE 510: GEOTECHNICAL INVESTIGATION**

Olsson shall perform engineering services including exploratory work, laboratory and field testing, and professional guidance in tests to be made at test locations based on preliminary drawings and designs and including professional interpretations of exploratory and test data. The services will include:

- Task 511: Geotechnical Borings** – Olsson shall perform geotechnical exploratory work, such as soil borings, penetration tests, soundings, subsurface explorations, laboratory tests of soils, rock formations, and other geophysical phenomena which may be required to provide information for design, and field and laboratory tests and analyses which are required to provide design information. It is anticipated that nine (9) soil test borings will be made (six (6) borings at 35 feet deep each and three (3) borings at 30 feet deep each).
- Task 512: Geotechnical Report** – Olsson shall prepare a geotechnical report interpreting the data on the exploratory work. Included will be recommendations for testing and setting out the site conditions that can be anticipated from this initial exploratory work.

**PHASE 520 – SANITARY SEWER DESIGN**

Olsson shall prepare plans and specifications that can be used as bid and construction documents that will allow the project to be competitively bid and constructed. The tasks performed shall include:

- Task 521: Project Management** – Day to day coordination and correspondence with parties of interest to insure timely project advancement and progress updates.
- Task 522: Tap District Boundary and Legal Description** – Olsson shall work with the City to define the boundary for the Tap District and prepare a legal description and map for the Tap District.
- Task 523: Design of Sanitary Sewer Improvements** – Olsson shall provide the design for the sanitary sewer improvements (as outlined as section “A” in the June 2014 study titled “Husker Highway Sanitary Sewer Tap District No. 531T – Sewer Study”). These improvements will include sanitary sewer line sizing, existing lift station abandonment, manhole locations, and sewer stub-out locations.
- Task 524: Prepare Plans & Specifications** – Olsson shall prepare plan sheets, technical specifications, and front end documents for the proposed project. The complete plans and specifications will be submitted to the Nebraska Department of Environmental Quality for review. The City is responsible for any review fees.
- Task 525: Quality Control Review** – Olsson shall perform an in-house quality control review to evaluate the construction documents and provide review comments. Olsson will also prepare a final opinion of probable cost for the project based upon the information in the plans and specifications.
- Task 526: Meetings with Owner** – Olsson will meet with the Client to discuss the development of the plans and specifications. A total of four (4) meetings are anticipated.
- Task 527: Prepare Cost Opinion** - A final opinion of probable construction cost shall be prepared, based upon the information in the plans and specifications and presented to the Client.

**PHASE 530 – PROJECT PERMITTING**

Olsson shall work with the City on obtaining the necessary permits that will be required to construct the project. The tasks performed shall include:

- Task 531: Wetland Delineation & Corps of Engineers 404 Permit** – Olsson will complete a wetland delineation for the area along North Road. Olsson shall prepare a U.S. Corps of Engineers Nationwide 404 permit application and provide any additional information requested by the Corps of Engineers. This does not include additional site visits or any meetings with the Corps of Engineers.

An individual permit is not anticipated for this project and not included in the estimated fees.

**PHASE 600 – BID PHASE SERVICES**

Olsson shall assist the Client in bidding the project. The tasks shall include:

- Task 601: Prepare and Distribute Bid Documents** – Olsson shall arrange for preparation and distribution of bid documents to prospective bidders. Olsson shall maintain a list of current holders of bid documents.
- Task 602: Answer Bidder Inquiries** – Olsson shall answer bidder's inquiries & questions regarding the construction documents.
- Task 603: Prepare Addenda** – Olsson shall prepare and distribute addenda to the bidders that may be needed during the bid phase.
- Task 604: Attend Bid Opening** – Olsson shall attend bid opening to assist Client in opening bids.
- Task 605: Evaluate Bids & Recommend Award** – Olsson shall assist the City in evaluating the bids and qualifications of the bidders, and provide a Recommendation of Award to Client. Client to prepare bid tabulation.

**Exclusions to this amendment:**

1. Legal, boundary and ALTA surveys.
2. Review fees for local and state agencies having jurisdiction.
3. Permitting fees for local and state agencies having jurisdiction.
4. Groundwater modeling or groundwater discharge permitting.

**SCHEDULE FOR OLSSON'S SERVICES**

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date:	November 18, 2014
Anticipated Design Completion Date:	June 2015

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**

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services on an hourly cost basis times a factor of 3.085 for services rendered by our principals and employees engaged directly on the Project, and all actual reimbursable expenses in accordance with 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 \$147,122.00.

**TERMS AND CONDITIONS OF SERVICE**

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy 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 Joe Baxter By Dave Ziska  
Joe Baxter Dave Ziska

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

**City of Grand Island**

By [Signature]  
Signature  
Printed Name Jay Vavrick  
Title Mayor

Dated: 11/12/2014

Stacy R. Donhof  
Asst. City Attorney