RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN THE AGREEMENT WITH FELSBURG HOLT & ULLEVIG FOR CONSTRUCTION ENGINEERING SERVICES FOR BRIDGE C007710510P

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104, the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, general supervision and control of the public roads of each county is vested in the County Board by virtue of Neb. Rev. Stat. § 39-1402;

WHEREAS, Sarpy County and Felsburg Holt & Ullevig wish to enter into the attached agreement for engineering and construction services for design of the repair and repair rating for bridge C007710510P located in Sarpy County on 234th Street, 7.5 miles West of Springfield; and,

WHEREAS, approving said Agreement will promote the general welfare of the citizens of Sarpy County, Nebraska and the traveling public; and,

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT pursuant to the statutory authority set forth above, the Agreement between Sarpy County and Felsburg Holt & Ullevig for design of the repair and repair rating for bridge C007710510P, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk are hereby authorized to execute said Agreement on behalf of Sarpy County, Nebraska, and any other related documents, the same being approved by the Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 30th day of January, 2018.

Attest

SEAL

Sarpy County Board Chairman

County Clerk
28 December 2017

Mr. Patrick M. Dowse, P.E.
Chief Deputy Engineer
Sarpy County Public Works
15100 South 84th Street
Papillion, NE 68046

RE: Proposal for design of the repair and repair rating for bridge C007710510P

Dear Pat:

Felsburg Holt and Ullevig (FHU) is pleased to submit this proposal for structural design of the repair and repair rating for bridge C007710510P located in Sarpy County, 7.5 miles west of Springfield carrying 234th street over an unnamed stream:

- Repair - U1 cracked gusset/pin plate design drawings
- Rating - gusset repair calculation package supporting original load posting
- LRSS documentation - submit necessary documentation for bridge opening

Understanding
Bridge C007710510P (county bridge number 198) is a 60’ long x 15’ clear width single span, 3-panel pinned pony truss. The bridge was inspected August 17, 2017 with the final report submitted to Sarpy County September 16, 2017. Bridge superstructure has a condition rating of a 4 to 5 mainly due to a crack in the U1 right gusset/pin plate. The bridge was subsequently closed due to this cracked gusset plate. This proposal includes gusset U1 repair drawings and provision of the appropriate gusset repair design calculations that support the rating prior to closing.

Based on this understanding, FHU recommends the following Scope of Services:

Scope of Services
Task 1: U1 Gusset Repair Design (12 hours). Structural calculations sizing a repair that bridges the existing gusset plate and ties into the existing hangar members will be provided. Existing gusset plates will remain in place and in-tact. The provided calculation package will be signed and sealed by a professional engineer in the state of Nebraska.

Task 2: Gusset Repair Design Drawings (37 hours). Design drawings will consist of a repair location plan/schematic with the appropriate sections and details required for installation (two sheets). Steel details defining fabrication and material quantities will also be included (one sheet). Anticipated total number of design drawings is three to four sheets. Design drawings will be signed and sealed by a professional engineer in the state of Nebraska. Deliverables include both Microstation converted to AutoCAD/Civil 3D and pdf files of the drawing package.
Task 3: **Site Inspection and Measurements (8 hours)**. Two field visits are required by both an engineer and technician. Bridge gusset connection and member measurements as well as verification of the gusset plate and bridge condition will be performed on the first visit. The second visit is for engineer attendance of the repair installation and verification prior to opening the bridge to traffic.

Task 4: **Project Management (14 hours)**. This task covers activities such as coordination with the county and fabricators (primarily shop drawing review); QA/QC of deliverables; and preparation of progress reports and invoicing.

**Subcontracted Work (36.5 hours)**: This task covers certified bridge inspection, load rating and LRSS documentation by InfraStructure LLC.
Fee Proposal
FHU proposes to conduct the described tasks on a time and materials basis with a not to exceed maximum fee of $10,555.00 based on the hours and labor rates shown in Attachment A. Under such an agreement, we are compensated on an hourly basis for all labor.

Other direct expenses are estimated at $4,197 as shown in Attachment A. These would be billed at cost without markup.

If additional services are required outside the Scope of Services Work, these would be handled as a contract amendment on a time and materials basis. Additional work would not be performed without written authorization from the client.

Schedule

• Field Measurement – February 2, 2018.
• Complete Set of Design Drawings – April 2, 2018.
• LRSS Submittals – Within two weeks after final inspection.

Terms and Conditions

Attached is a copy of FHU’s Standard Provisions (Attachment B). If the terms of this contract are acceptable, please sign on the last page of the Standard Provisions and in the space provided below, and return a copy for our files.

We appreciate you contacting FHU for this work. If you have any questions or require additional information, please feel free to contact me at (402) 680-1325 or Mike Bruckner at (402) 810-6264, michael.bruckner@fhueng.com.

Sincerely,

FELSBURG HOLT & ULLEVIG

Kyle A. Anderson, PE, PTOE
Executive Vice-President

Accepted By

FELSBURG HOLT & ULLEVIG

Sarpy County Board Chairman
Title

January 30, 2018
Date

Attachments
Scope of Services and Proposed Fee

Date: December 27, 2017
Submitted to: FHU
By: InfraStructure, LLC, Engineering Consulting Group (IS)

Project Name: Sarpy County Truss Repair (Structure No.C007710510P).
Project No.: NE010:18PXX
Project Location: Carries 234th Street over an unnamed stream 7.5 miles West of Springfield, Nebraska

Project Description
This 3-bay thru truss is currently closed due to a cracked U1 Rt. gusset plate discovered at the 2017 inspection. IS will provide the necessary bridge inspection and load rating services to FHU in order to re-open the bridge once the repairs designed by FHU are completed.

Scope of Services
1. Certified bridge inspector will accompany the FHU designer to the bridge for a visual inspection to be used in the repairs of the bridge. Inspection will gather any additional information needed for load rating beyond the 8/28/2007 measurement sheets found on the NDOT FTP site. Inspection will utilize the August 17, 2017, Fracture Critical Report during the inspection. The NDOT Bridge Inspection Program Manual will be used.
2. Prepare a new Load Rating Summary Sheet based on the repairs and current condition of the bridge. The load rating will be completed using the AASHTOWare BrR software to remain consistent with other NDOT fracture critical load ratings. The load rating will include the new special hauling vehicles (SHV) and will follow the AASHTO Manual for Bridge Evaluation.
3. After repairs are completed and before the bridge is re-opened, a certified bridge inspector will accompany the FHU designer to the bridge to complete a visual inspection to note the repairs. Part 4 of the critical findings report will be completed. The NDOT BrM will be filled out and all documentation submitted to the County and NDOT.

Services not included
1. Advanced non-destructive or destructive testing techniques during the inspection beyond visual, electronic thickness meter, and dye-penetrant techniques.
2. Design services beyond structural inspection including: structural design for repair, survey, geotechnical investigation, utility coordination, public participation/involvement, or environmental/permitting.
3. Repair plan preparation or review.
4. Bid letting support services including any specifications or construction estimates.
5. Construction phase services.
6. Any other items not directly included in the scope of services.

Assumptions
1. FHU will provide transportation to IS from IS’s office to the bridge for each inspection.
2. The Owner will provide access to all past inspection files and any other documentation on the bridge that is not found on the NDOT FTP site.
3. The bridge will be clean for each inspection.
4. The bridge will be closed for each inspection and no traffic control is needed.
5. No other access equipment, other than a small ladder, will be needed to complete the inspection.
6. Sarpy County is following NDOT guidelines for inspection and load rating and do not have their own.
7. All work associated with repair design, detailing, and construction phase services will be completed by FHU and that FHU is following appropriate AASHTO, NDOT, and Nebraska rules and regulations in repair design.
8. Per an email on 12/27/17 from the NDOT Fracture Critical Project Manager:
   If the FC report was completed at the time of inspection and then it was decided to close the bridge, you would need to complete the inspection of the affected areas, the termination of CFR and if necessary the revision of the DR7.
   Based on this response a full inspection and fracture critical report are not needed. Only an inspection of the repaired areas and areas the repairs affected, NDOT BrM input (photos and notes as a special inspection), and completion of the critical findings report.
9. Upper connection gusset plates in this truss configuration will not run in the current version of the AASHTOWare BrR software required to be used by NDOT. Per NDOT Fracture Critical Project Manager email on 12/18/17 for a separate project:
   BrR would not load rate the gusset plates if the angles between the members are less than 30 degrees. We suggest that you fill out all gusset plate tables and run BrR without those specific troublesome gussets. When BrR developer fixes this issue we can run it with all gusset plates and revise the outcome as necessary. Please make a note of this issue in your comment portion of the LRSS.
   For this project it is assumed this note is acceptable and no additional hand calculations are required.

Fee
Services will be conducted on a time and expense basis. Fees for the scope defined above are estimated at $3,880 based on hourly rates. We will contact you when our fee approaches this estimate.

In addition, direct expenses for mileage (reimbursed at the federal rate), copies, and postage are not expected to exceed $100.

Additional services that are required outside the Scope of Work (such as additional meetings, structural design review, or construction phase services) would be performed on a time and materials basis using InfraStructure’s hourly rates. Additional work would not be performed without written authorization from the client.

Schedule
Notice to proceed is anticipated mid-January, 2018, and the first field inspection will take place on or after February 1, 2018. First field inspection notes and photos will be prepared and submitted within 7 days of the inspection. Load rating of the structure will be completed within 30 days of the first field inspection. The final inspection will be completed after repairs are made and all required documentation will be submitted within 45 days of the inspection.
A. SERVICES BY THE CONSULTANT
The CONSULTANT agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. CONSULTANT agrees to keep the CLIENT informed on its progress through periodic reports, and to maintain accurate records relating to its services in connection with this project.

The CONSULTANT agrees to provide, directly or by association with such other Consultants or Contractors as it may deem necessary to further the interest of the CLIENT, the basic services as described in Scope of Work in the letter proposal or Letter Agreement.

B. RESPONSIBILITIES OF THE CLIENT
The CLIENT shall provide and make available to the CONSULTANT, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the CONSULTANT shall remain the property of the CLIENT and will be returned upon completion of its services.

The CLIENT shall make provisions for the CONSULTANT to enter upon public and private properties as required for the work, or by any act or neglect of the CONSULTANT or its agents, or in connection with this project.

C. EXTRA WORK
The CLIENT may desire to have the CONSULTANT perform work or render services other than those provided in Scope of Work. This will be Extra Work. Work shall not proceed until so authorized by the CLIENT. Payment for all work under this Agreement shall be on an hourly basis plus expenses in accordance with the attached rate schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

D. TIME OF BEGINNING AND COMPLETION
Signing this form is authorization by the CLIENT for the CONSULTANT to proceed with the work. Completion is as noted in the letter agreement.

E. PAYMENT
Unless otherwise provided herein, CONSULTANT shall submit monthly invoices for Basic, Additional or Special Services and for Reimbursable Expenses each month for work actually performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month which is an annual interest rate of 12%. In the event any portion of or all of an account remains unpaid 90 days after billing, the CLIENT shall pay all costs of collection, including reasonable attorney’s fees.

F. DELAYS
If the CONSULTANT is delayed at any time in the progress of work by any act or neglect of the CLIENT or its agents, employees or contractors, or by changes in the work, or by extended reviews by the CLIENT, fire, unavoidable casualties, or by any causes beyond the CONSULTANT’s control, the time schedule shall be extended for a reasonable length of time, and CONSULTANT’s compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, relocation of other expenses incidental to such delays.

G. OWNERSHIP OF DOCUMENTS
All drawings, specifications, reports, records, and other work products developed by the CONSULTANT in connection with this project are instruments of service for this project only and shall remain the property of the CONSULTANT whether the project is completed or not. The CONSULTANT shall furnish originals or copies of such work product to the CLIENT in accordance with the services required hereunder. Reuse of any of the work product of the CONSULTANT by the CLIENT on an extension of this project or on any other project without the written permission of the CONSULTANT shall be at the CLIENT’S risk and the CLIENT agrees to defend, indemnify and hold harmless the CONSULTANT from all claims, damages, and expenses including attorneys fees arising out of such unauthorized reuse by the CLIENT or by others acting through the CONSULTANT. Any reuse or adaptation of the CONSULTANT’S work product shall entitle the CONSULTANT to equitable compensation.

H. INSURANCE
During the course of the services, the CONSULTANT shall maintain Workmen’s Compensation Insurance in accordance with the Workmen’s Compensation laws of the State of Nebraska, Professional Liability Insurance in the amount sufficient to cover CONSULTANT’S liability under paragraph O. below, Automobile Liability of $150,000 per person, $600,000 per occurrence, and Comprehensive General Liability of $150,000 per person, $600,000 per occurrence. The CONSULTANT shall provide certificates of insurance to the CLIENT indicating compliance with this paragraph, if requested.

I. TERMINATION
Either the CLIENT or the CONSULTANT may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. The CLIENT shall within sixty (60) calendar days of termination pay the CONSULTANT for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

J. DISPUTES
In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the CONSULTANT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.
K. GOVERNING LAW
Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law of the State of Nebraska.

L. SUCCESSORS AND ASSIGNS
The CLIENT and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

M. EXTENT OF AGREEMENT
This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the CONSULTANT and any other CONTRACTOR or contractor or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

N. NOTICES
All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address shown below. The date of service of a notice sent by mail shall be the day following the date on which said notice is so deposited. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

O. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY
The CONSULTANT shall use reasonable professional skill and judgment in connection with services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the CONSULTANT, an error or omission is discovered within a reasonable time, the CONSULTANT shall be responsible for correction of any work which must be removed or altered to meet the project requirements, provided the CONSULTANT is given a reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The CONSULTANT will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided.

In providing opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over costs or the price of labor, equipment or materials, or over the Contractor’s method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the CONSULTANT’s qualifications, and experience. The CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorneys’ fees and costs of defense) to the extent caused by the CONSULTANT’S negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the CONSULTANT is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any damage, liability or cost (including reasonable attorneys’ fees and costs of defense) to the extent caused by the CLIENT’S negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT and the CONSULTANT’S officers, directors, partners, employees, agents and subconsultants, and any of them, to the CLIENT and anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the CONSULTANT or the CONSULTANT’S officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by the Design Professional under this Agreement, or the total amount of $50,000, whichever is less.

IN WITNESS WHEREOF, the CLIENT agrees to the terms of these Special Provisions in conjunction with the attached Letter Agreement:

[Signature]

By: Don Kelly

Title: Sarpy County Board Chairman

Date: January 30, 2018
## "Attachment A"
**Bridge C007710510P Hangar Repair**

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**Task 1: U1 Gusset Repair Design**

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**Task 2: Gusset Repair Design Drawings**

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**Task 3: Site Inspection and Measurements**

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**Task 7: Project Management**

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**Total Hours:**

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**Total "Time and Materials" Costs**

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**Other Direct Costs**

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**Total:**

|                     | $4,197    |

**Maximum Limit Amount:**

|                     | $14,752   |
MEMORANDUM

To: Sarpy County Board of Commissioners
From: Patrick M. Dowse, PE, Chief Deputy Engineer
Date: January 26, 2018
Subject: Resolution Approving and Authorizing Chairman to Sign Agreement with Felsburg Holt & Ullevig for Construction Engineering Services for Bridge C007710510P

Public Works wishes to enter into a professional services agreement with Felsburg Holt & Ullevig (FHU) for the inspection, analysis, production of design drawings and rating of Bridge C007710510P, generally located on 234th Street north of Pflug Road. The bridge was closed to traffic due to a damaged gusset plate, and the scope of this agreement would be to provide an “in-situ” solution for the gusset plate, with the intent of putting the asset back into service. The not-to-exceed total cost of this agreement is $14,752.00.

The Sarpy County Public Works Department recommends this agreement be signed with FHU. Feel free to contact me if you have any questions.