RESOLUTION AUTHORIZING CHAIRMAN TO SIGN AMENDMENT #2 TO MASTER AGREEMENT WORK ORDER #8 (2017-233) WITH OLSSON ASSOCIATES FOR SARPY COUNTY PROJECT C-77(17-9) CAPEHART ROAD FROM 144TH STREET TO 150TH STREET AND SARPY COUNTY PROJECT C-77(19-9) CAPEHART ROAD FROM 144TH STREET TO 134TH STREET

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (6), 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; and,

WHEREAS, the County and OLSSON AND ASSOCIATES previously executed a Master Agreement Work Order #8 via Resolution 2017-233 and Amendment #1 via Resolution 2018-080, said project is for the improvements to Capehart Road from 144th Street to 150th Street and Capehart Road from 144th Street to 134th Street; and,

WHEREAS, the County and OLSSON AND ASSOCIATES, wish to enter into Amendment #2 which outlines modifications and/or additional duties for the project.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT pursuant to the statutory authority set forth above, the Amendment #2 with OLSSON ASSOCIATES for professional services for the improvements to Capehart from 144th Street to 150th Street and Capehart from 144th Street to 134th Street in Sarpy County, Nebraska, as copy of which is attached hereto, is hereby approved.

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 __________ day of July, 2018.

Attest:

SEAL

Sarpy County Board Chairman (Acting)

County Clerk Chief Deputy
Date: June 1, 2018

This AMENDMENT ("Amendment") hereby amends Work Order #8 which was executed July 11, 2017 in conjunction with the Master Agreement for Professional Services dated July 21, 2015 between Sarpy County, NE ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project will be located at:  
- C-77 (17-9) Capehart Road From 144th St. to 150th St.  
- C-77 (19-9) Capehart Road From 144th St. to 134th St.

Project Description: Sarpy County, NE

Work Order #8 is amended as follows:

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:

Task 1 – Project Management

- Project Management - This task includes time for overall management and coordination of the project team, coordination with Client staff, coordination with key stakeholders, and preparation of progress reports and invoices in accordance with Client requirements.

Task 6 – Roadway Design

In general, the original design scope was based on a rural roadway section. Upon coordination with the City of Papillion, the roadway section for the Capehart roadways is now an urban section. All sections will follow an Urban Minor Arterial standard based on a 50-mph design speed. The segments of two-lane will have curb on both sides to minimize or eliminate roadside ditches. The Capehart West segment design revision occurs following the release of the bid plans and requires an expedited effort to keep the construction schedule. Capehart East segment occurs prior to the 60% submittal and will require the schedule be modified.

Efforts to urbanize the Capehart West segment include the following:

- Plan Production & Note Reduction - Olsson will revise the necessary plan sheets for inclusion into the construction plan set, including nearly all plan sheets to be modified.
• **Typical Sections** - Olsson will revise the typical sections to the Urban Minor Arterial standard roadway segments.

• **Geometrics** - Olsson will revise the roadway features to incorporate the curb sections and provide geometric sheets that show the alignments and corner radii information for the various roadway segments, intersections, and major driveway relocations on the project.

• **Drainage Plans** - Olsson will design a new storm sewer system that ties into the previously designed cross culvert structures. This includes accounting for future widening and interim flume structures. Drainage profiles will be prepared for the storm sewer within the project area.

• **Roadway Cross Sections** - Olsson will revise cross-sections to match the urban section to analyze drainage impacts, compute earthwork quantities, and confirm footprint constraints are satisfied.

• **Earthwork** - Olsson will recalculate the roadway earthwork for the new urban roadway segment and revised the appropriate plan sheet information.

• **Limits of Construction** - Olsson will revise and redraft the final limits of construction on the plan sheets. These limits will be used to verify limits stay within right-of-way or easements.

• **Guardrail Design** – Olsson will design guardrail along the critical locations to protect the steep foreslopes, directly resulting from the revised urban roadway section.

• **Structural Engineering** – Olsson will revise the proposed wingwall design of the box culvert to account for taller headwalls, minimizing impacts to wetlands and right-of-way.

• **Summary of Quantities/Opinion of Probable Costs** - Olsson will revise quantities for the plan revisions, using NDOR/City of Omaha standard bid items and unit prices.

• **QA/QC** - Olsson shall conduct internal quality reviews of the design and plan sets during the design of the project.

Efforts to urbanize the Capehart East segment include modifications from the 30% design plan and will require similar tasks as discussed above. However, this change is early enough in the design process that changes can be incorporated easier and portions of design from the Capehart West project can be reused. The significant change is in developing new storm sewer for the east segment. Development of drainage profiles as well as analyzing the sewer will be required.
**SCHEDULE**
Upon receiving Notice to Proceed, the Consultant will begin work on the roadway design with estimated milestone dates below:

- Capehart West Urbanization Revisions: 04/30/2018
- Capehart East 60% submittal: 06/15/2018
- Capehart East 90% submittal (NDOR Permit): 09/12/2018
- Capehart East Final Bid Documents: 10/09/2018

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*Optional Services available upon request.

**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:

Olsson's Scope of Services will be provided on fixed fee basis not to exceed **$42,000.00**.
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 _________________________________  By _________________________________
Brian Chaffin, P.E.  Tony Egelhoff, P.E.
Regional Leader  Technical Leader

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:

SARPY COUNTY, NE

By _________________________________  Approved as to form: _________________________________
Signature  Deputy County Attorney

Print Name  Brian Zuger

Title  Acting Chairman  Dated: 7/24/18

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MEMORANDUM

TO: Sarpy County Board of Commissioners

FROM: Patrick M. Dowse, PE, Chief Deputy Engineer

DATE: July 20, 2018

SUBJECT: Resolution Authorizing Chairman to Sign Amendment #2 to Master Agreement Work Order #8 (2017-233) With Olsson Associates for Sarpy County Project C-77(17-9) Capehart Road from 144th Street to 150th Street and Sarpy County Project C-77(19-9) Capehart Road from 144th Street to 134th Street

Public Works, in conjunction with the City of Papillion, have requested that the cross section of the roadway projects mentioned above be modified from a rural drainage section to an urban drainage section as to allow for future pedestrian improvements near the back of curb. In order to accomplish this, the design the above mentioned projects requires additional design services not within the scope of the original Work Order.

The overall amendment is not to exceed $42,000, bringing the total contract to $366,600. Public Works and the City of Papillion are working to cost share the above referenced design amendment, and will present the cost breakout to the Board in a future resolution.

The Public Works Department hereby recommends that the pending resolution be approved by the County Board.

If you have any questions, please contact me at 402-537-6917.