RESOLUTION APPROVING AND AUTHORIZING AGREEMENT WITH LAMP RYNEARSON AND ASSOCIATES FOR PROFESSIONAL SERVICES FOR ENGINEERING STUDY AND DESIGN NEAR 192ND AND CORNHUSKER

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;

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

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, Sarpy County desires to enter into the attached agreement with the firm of LAMP RYNEARSON AND ASSOCIATES for professional engineering services for the engineering study and design for 192nd Street from Cornhusker Road South ½ mile and Cornhusker Road from 180th to 192nd Street, in Sarpy County; and

WHEREAS, said agreement is in the best interests of the citizens of Sarpy County and the traveling public.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT this Board hereby approves and authorizes the Chairman to sign the attached agreement with LAMP RYNEARSON AND ASSOCIATES for professional engineering services, and any other 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 _______ day of March, 2016.

Sarpy County Board Chairman

County Clerk
This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

AGC of America
The Associated General Contractors of America

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National Society of Professional Engineers
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AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS
This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User’s Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of March 8, 2016 ("Effective Date") between

Sarpy County, Nebraska

("Owner") and

Lamp, Ryneason & Associates, Inc.

("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

192nd Street, from Cornhusker Road South ½ mile and Cornhusker Road, 180th Street to 192nd Street ("Project").

Engineer's services under this Agreement are generally identified as follows:

Engineering study and design.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

B. Failure to Pay: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) computed from the thirtieth day after the date of Engineer’s invoice; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. Disputed Invoices: If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
D. Legislative Actions: If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer’s services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer’s opinions of probable Construction Cost are to be made on the basis of Engineer’s experience and qualifications and represent Engineer’s best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors’ methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer’s rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, “Construction Cost Limit,” to this Agreement.

5.03 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer’s services.

B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer’s services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Consultants: Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by
others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Compliance with Laws and Regulations, and Policies and Procedures:

1. Engineer and Owner shall comply with applicable Laws and regulations.

2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

G. The general conditions for any construction contract documents prepared hereunder are to be the “Standard General Conditions of the Construction Contract” as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition), with revisions by the Engineer, unless both parties mutually agree to use other general conditions by specific reference in Exhibit J. Copies of the Engineer revised document are available for review.

H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor’s furnishing and performing of its work.

I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents.

J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.
6.02 Design Without Construction Phase Services

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 Use of Documents

A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data’s creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents’ creator.

E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner’s sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys’ fees, arising out of or resulting from any use, reuse, or modification of the Documents.
Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

F. If Engineer at Owner’s request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, “Insurance.” Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G, “Insurance.” Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers’ compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner’s and Engineer’s interests in the Project, as per the requirements of paragraphs 5.04, 5.05 and 5.06 of the “Standard General Conditions of the Construction Contract” as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition, and the Supplementary Conditions prepared by the Engineer. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer’s services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer’s and its Consultants’ interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.

G. At any time, Owner may request that Engineer or its Consultants, at Owner’s sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension:

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. **Termination:** The obligation to provide further services under this Agreement may be terminated:

1. For cause,
   a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
   b. By Engineer:
      1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
      3) Engineer shall have no liability to Owner on account of such termination.
   c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,
   a. By Owner effective upon Engineer's receipt of notice from Owner.

C. **Effective Date of Termination:** The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. **Payments Upon Termination:**

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of
terminating contracts with Engineer’s Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 **Controlling Law**

A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 **Successors, Assigns, and Beneficiaries**

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or 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.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.


6.08 **Dispute Resolution**

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 **Environmental Condition of Site**

A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer’s services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer’s activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer’s officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, Limitations of Liability.

B. Indemnification by Owner: Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.

C. Environmental Indemnification: To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual’s or entity's own negligence or willful misconduct.

D. Percentage Share of Negligence: To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part
by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party’s negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. Mutual Waiver: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other’s employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 Miscellaneous Provisions

A. Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. Waiver: A party’s non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. Accrual of Claims: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:

1. Additional Services – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement. Any services required which are not specifically outlined in Exhibit A in this agreement shall be considered additional services.

2. Agreement – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

3. Asbestos – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

4. Basic Services – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
5. **Construction Contract** – The entire and integrated written agreement between Owner and Contractor concerning the Work.

6. **Construction Cost** – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner’s costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

7. **Constituent of Concern** – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8. **Consultants** – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.

9. **Contract Documents** – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Reviewed Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

10. **Contractor** – The entity or individual with which Owner has entered into a Construction Contract.

11. **Documents** – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

12. **Drawings** – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

13. **Effective Date** – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

14. **Engineer** – The individual or entity named as such in this Agreement.

15. **Hazardous Waste** – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. **Laws and Regulations; Laws or Regulations** – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

17. **Owner** – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

18. **PCBs** – Polychlorinated biphenyls.

19. **Petroleum** – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.

20. **Project** – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

21. **Radioactive Material** – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

22. **Record Drawings** – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

23. **Reimbursable Expenses** – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

24. **Resident Project Representative** – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

25. **Samples** – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

26. **Shop Drawings** – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

27. **Site** – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

28. **Specifications** – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

29. **Subcontractor** – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. **Substantial Completion** – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

31. **Supplier** – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

32. **Total Project Costs** – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

33. **Work** – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

**ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

8.01 **Exhibits Included:**

A. Exhibit A, Engineer’s Services.

B. Exhibit B, Owner’s Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. **NOT INCLUDED**

E. Exhibit E, Notice of Acceptability of Work. **NOT INCLUDED**

F. Exhibit F, Construction Cost Limit. **NOT INCLUDED**

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution. **NOT INCLUDED**

I. Exhibit I, Limitations of Liability. **NOT INCLUDED**

J. Exhibit J, Special Provisions. **NOT INCLUDED**

K. Exhibit K, Amendment to Owner-Engineer Agreement. **NOT INCLUDED**

Exhibits D, E, F, H, I, J and K are intentionally left out of this document and any reference to them should be ignored.
8.02 Total Agreement:

A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 Designated Representatives:

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 Engineer’s Certifications:

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

ARTICLE 9 - RESIDENCY VERIFICATION CLAUSE

9.01 The Consultant agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Consultant is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

9.02 If the Consultant is an individual or sole proprietorship, the following applies:

A. The Consultant must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

B. If the Consultant indicates on such attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
C. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: 
By: 
Title: Don Kelly, Chairman
Date Signed: 3-29-16

Engineer: Lamp, Rynearson & Associates, Inc.
By: Brett J. Wawers, P.E.
Title: Senior Vice President
Date Signed: 3-21-16

Address for giving notices:
Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

Designated Representative (Paragraph 8.03.A):
Denny Wilson
Title: County Engineer
Phone Number: (402) 537-6900
Facsimile Number: (402) 537-6955
E-Mail Address: d.wilson@sarpy.com

Address for giving notices:
Lamp, Rynearson & Associates, Inc.
14710 West Dodge Road, Ste. 100
Omaha, NE 68154-2027

Designated Representative (Paragraph 8.03.A):
Matthew L. Kruse, P.E., PTOE
Title: Senior Project Manager
Phone Number: 402-496-2498
Facsimile Number: 402-496-2730
E-Mail Address: Matt.Kruse@lra-inc.com

Approved as to form: 
County Attorney
Exhibit "A"
Scope of Services
Sarpy County Project
C-77(17-3) 192nd Street, From Cornhusker Road South ½ Mile
And
C-77(17-4)A Cornhusker Road, 180th Street to 192nd Street
Engineering Design and Construction Services
January 20, 2016

Engineering Design Services

- The scope of the project consists of the design of 5,300 linear feet of Cornhusker Road from 180th Street to 192nd Street and 2,700 linear feet of 192nd Street South of Cornhusker Road.
- The design speed will be 50 mph.
- The proposed ROW width for 192nd Street is 120-feet and for Cornhusker Road is 100-feet. The current ROW width for Cornhusker Road and 192nd Street is 66-feet.
- Along 192nd Street 27 feet of new right-of-way will be acquired from each side of the roadway. Along Cornhusker Road 17 feet of new right-of-way will be acquired with the exception of the area adjacent to the cemetery will stay at 33 feet.
- The roadway section for 192nd Street is planned to be a 3-lane curbed urban section and Cornhusker Road is planned as a 3-lane rural section.
- The roadway will be set up so the centerline of the future 3-lane section of 192nd Street is in the center of the 120-foot ROW and the future 3-lane section of Cornhusker Road is in the center of the 100-foot ROW.
- Both roads will be paved with 9-inch concrete.
- The scope of services includes the design of the intersection of 192nd and Cornhusker Road.
- The design will include the layout and details for detour routing to maintain access to existing homes and businesses along the length of the project.
- All storm water facilities will be designed and constructed to adequately drain the roadway.
- Communication will occurring with those utility companies that may have services in the construction area. Those utilities that are affected by the construction will be designed by those companies.
- The required professional services will include geotechnical analysis, wetland delineation, topographic survey, roadway and drainage design, right-of-way design and project management.
- Drainage analysis and design includes at least two box culverts along Cornhusker Road.
- At this time it is not anticipated that a traffic study to review signal warrants at the intersection of 192nd and Cornhusker Road will be required as part of the design effort. If it becomes necessary to complete a study, the hours and costs associated with this effort will be negotiated as an amendment to the contract.

Lamp, Rynearson & Associates shall serve as the agent for Sarpy County representing the County in all matters related to preliminary and final design engineering services and right-of-way services for this project. The County will have the option to hire LRA for the Construction Phase Services of this project. If the County exercises this option a supplemental agreement will be negotiated at a later date.

I. Project Management

A. Meeting attendance
   - Pre-design meeting
   - Progress meetings (6)
   - Plan-in-Hand meeting (1)
   - Public meetings (2)

B. Coordinate with Sub-consultants
   - Thiele, and
   - Midwest Right-of-Way Services
   - Wetland Delineation – By Others

C. General Contract Administration/Scheduling
   - Monthly billings
   - Maintain project schedule
II. Data Collection and Preliminary Survey

A. Data collection
   • Prepare plans and send to all the utilities with a letter asking for their facilities in the area
   • Mark up plans based on information received from utility companies
   • Send plans back to utility companies for review and comment

B. Sarpy County information
   • Obtain information from the County on their requirements for the project and other project details:
     o Permits required
     o Road closures
     o Schedule
     o Construction phasing

C. Topographic Survey
   • Establish control points
   • Topographic survey
     o Verify/establish horizontal and vertical control for the survey
     o Spot Elevations shall be measured at a minimum every 50’ for all roadways at the following roadway locations as applicable
       • Centerline
       • Edge of pavement/gutter line
       • Base of curb/top of curb
       • Back of sidewalk
       • Right-of-way/property line boundary
       • Striping
       • Medians
     o Existing items shall be located and measured independently of the regular 50’ spot elevations:
       • Trees (note type and caliper)
       • Structures within 100’ of roadway centerlines. State number of stories, type of construction, and use
       • Fences (not type and height)
       • Signs, locate and note sign type and height. This includes road signs and private signs within 100 feet of roadway centerlines
       • Existing parking lot edges and striping layout
       • Driveway edge of pavement
       • Any structures such as retaining walls, bollards, planters, etc.
       • Landscaping features such as shrubs, bushes, etc.
       • All at-grade utility structures (poles, vaults, junction boxes, cabinets, manholes, valves, etc.). Provide appropriate information about each structure
       • All sanitary and storm sewer pipe sizes and inlet/grate elevation and invert elevations within the project limits and one manhole upstream and downstream of the project limits where they exist. Include any culverts with headwalls and/or flared end sections.
       • All marked and known underground utilities, including irrigation systems
       • All above-grade utilities and span wires
       • All streetlight and signal poles, signal heads and related equipment
       • Floodplain limits (100-year FEMA floodplain elevation)
       • Edge of Water
       • Curb/pavement return (record at 5’ intervals)
     o The following distances shall be included on the plans
       • Distance from roadway centerline to existing right-of-way boundary
       • All lane and shoulder widths
     o Contours shall be 3D contours
     o All lines except for breaklines shall be clearly labeled so that the linework can be easily identifiable
     o All linework and symbols shall conform to Sarpy County Draft CADD standards
     o All text, symbols, and linework, shall be located on separate layers. Breaklines shall also be on a separate layer.
   • ROW and easement acquisition survey
   • Complete a boundary survey for the extent of the project
III. Preliminary Design (30%)

A. Site Meeting
   • Meet to review planned alignment
   • Discuss detour plan for residents, etc.
   • Discuss drainage improvements
   • Discuss impacts to the utilities in the area
   • Discuss sustainability options ("Envision" rating system)
   • Discuss any need for sidewalks or trails

B. Horizontal Alignment
   • Prepare horizontal alignments of the roadways to meet minimum AASHTO standards including PI, PC, PT, tangent lengths, super-elevation, etc.

C. Vertical Alignment
   • Prepare vertical alignments of the roadways to meet minimum AASHTO including VPI elevations and stations, curve lengths, K-values, etc.

D. Geometrics
   • Prepare geometrics for the roadways

E. Typical Sections
   • Prepare typical sections for each roadway section including surface thickness, surface type, cross-slope, subgrade preparation, shoulder widths, ditches and slopes at cut and fill sections, sidewalk and/or trail locations

F. Cross Sections
   • Run cross-sections of all new roadway alignments
   • Plot and review cross sections and compare with plans
   • Revise cross-sections as needed to fit existing terrain
   • Revise cross-sections as needed for retaining wall adjacent to cemetery.
   • Determine limits-of-construction and adjust sections as needed
   • Show limits-of-construction and existing and new right-of-way on the cross-sections

G. Drainage
   • Based on the horizontal and vertical alignment of the proposed roadways, determine the locations of culverts and drainage structures
   • Determine the drainage areas contributing to each culvert
   • Complete a hydrologic and hydraulic evaluation for all culverts and drainage structures
   • Size the culverts and culvert extensions
   • Evaluation of potential water quality enhancements
   • Determine the need for entrance or exit treatments
   • Determine the need for exit erosion control structures
   • Determine pipe lengths
   • Calculate excavation quantities
   • Prepare drainage memo/study summarizing calculations
   • Coordinate with Sarpy County and others about wetland delineation

H. Limits of Construction
   • Based on the design, the cross-sections and the drainage structures, prepare the limits-of-construction for the project

I. Prepare Large Scale Plan sheets
   • Removals
   • Construction
   • Drainage structures
   • Pavement
• Retaining wall
• Utilities
• Preliminary right-of-way acquisition areas

J. Estimates
• Prepare quantity and cost estimates for all construction items

K. Prepare preliminary documents
• Plan and profiles
• Title sheet
• Typical sections
• Earthwork cross-sections
• Drainage structure plans and details
• Sustainability memorandum

L. Submit Preliminary Plans
• Print and bind the adequate number of sets for distribution:
  o 1 Half size set of plans
  o 1 PDF copy of plans

M. Attend Design Review Meeting - Meet with Sarpy County to discuss the design and answer questions and comments. Prepare meeting minutes to distribute to Sarpy County.

IV. Public Involvement

A. Prepare for a Public Meeting (at 30% Design Completion-Invite all property owners along the length of the project)

B. Prepare Aerial Exhibits and other exhibits needed

V. Geotechnical Engineering (By Thiele)

VI. 60% Design

A. Revise Plans
• Address comments received during the 30% Design Review meeting
  o Plan and profile sheets
  o Title sheet
  o Large Scale Plan sheets
    ▪ Removals
    ▪ Construction
    ▪ Drainage structures
    ▪ Utilities
    ▪ Jointing plans
    ▪ Spot elevations
  o Typical sections
  o Earthwork cross-sections
  o Geometrics
  o LOC's
  o Horizontal alignment
  o Vertical alignment
  o Fencing
  o Retaining walls
  o Signing and striping
  o Right-of-way plans (station and offset information)
  o Tract map and legal descriptions

B. Prepare erosion control plans
C. Meet with landowners as needed.

D. Show property lines and ownerships

E. Show designated work areas and staging areas for the contractor

F. Prepare plans and details of the detour routes
   • Route location
   • Route duration
   • Phasing requirements
   • Lane closures
   • Critical detour route requirements
   • Maintenance of traffic to local residences and businesses

G. Special Provisions
   • Prepare special provisions to supplement the standard specifications including:
     o Utility revisions
     o Erosion control measures
     o Fencing
     o Seeding
     o Landscape items
     o Construction phasing
     o Rip rap
     o Geotextile fabric
     o Erosion control matting
     o Removals of existing materials
     o End treatments
     o Retaining walls
     o Signing and striping

H. Estimates
   • Prepare quantity and cost estimates for all construction items

I. Submit 60% Plans
   • Print and bind the adequate number of sets for distribution:
     o 1 Half size set of plans
     o 1 PDF copy of plans
     o 1 Final Geotechnical Report
     o 30% comment responses
     o Drainage Study
     o Opinion of probable costs

J. Attend a 60% Design Review Meeting
   • Meeting attendance
   • Prepare meeting minutes

K. Post Construction Stormwater Management Plan (PCSMP) Design
   • Review the County’s (PCSMP) requirements.
   • Complete preliminary calculations, investigate alternatives, and review costs
   • Attend a coordination meeting with the County
   • Complete the PCSMP drainage study
   • Complete the final design of the plan (PCSMP)
   • Coordinate with the County and prepare final application materials for the PCSMP and maintenance agreement

L. Drainage study with hydraulic grade lines and energy grade lines
M. Attend utility meeting/site walk plan in hand meeting

VII. Right-of-Way Design

A. Prepare easement and taking exhibits
B. Write legal descriptions
C. Prepare the ROW strip map
D. Revise the exhibits and legal descriptions after negotiations
E. Revise the strip map

VIII. 90% Design

A. Revise Plans
   • Address comments received during the functional design review
     o Plan and profile sheets
     o Title sheet
     o Large Scale Plan sheets
       • Removals
       • Construction
       • Drainage structures
       • Utilities
       • Retaining Walls
       • Jointing plans
       • Spot elevations
     o Typical sections
     o Earthwork cross-sections
     o Geometrics
     o LOC’s
     o Horizontal alignment
     o Vertical alignment
     o Fencing
     o Erosion control plans
     o Landscaping plans and details
     o Staging areas
     o Detour routes and details
     o Seeding
     o Retaining walls
     o Signing and striping
B. NPDES Permit
   • Prepare SWPPP with erosion control plans
   • Prepare NPDES permit and file with appropriate agencies
C. Prepare the survey control sheets
D. Prepare the final sustainability memorandum
E. Special Provisions
F. Estimates
   • Prepare final quantity and cost estimates for all construction items
G. Submit final plans to the County for review
   • Plot and print all plan sets half size
   • Print spec books – 1 copy

Exhibit A – Engineer’s Services
• Updated drainage study
• Opinion of probable costs
• 60% comment responses

H. Attend a Final Design Review Meeting
• Meeting attendance
• Prepare meeting minutes

IX. Final Quantities and Special Provisions
A. Signed and stamped plan sets – X hard copies in 11” X 17” format, X copies in 22” X 34” format
B. Consultant responses to County 90% design review comments
C. Signed and stamped drainage report
D. Signed and stamped special provisions and bid documents
E. Review PERMIX/PCSMP web site and revise/add any new documentation
F. Cost estimate – Provide in .pdf and spreadsheet (.xls) formats
G. Electronic files – provide X CD’s
  • Signed and stamped electronic PDF plan set
  • Prepare final quantities for the proposal forms
  • Signed and stamped special provisions and bid documents
  • All electronic working files associated with the project
  • Alignment XML files for each project alignment
  • Staking report (TXT file) with cross-sections of proposed design staked at 25’ intervals along the alignments. All features should be incorporated into the staking report, including special ditches, driveways, and other features such as bikeways or sidewalks.
H. Hard copy consultants responses to County 90% design review comments
I. Acceptance from Sarpy County – Sarpy County staff will review the 100% plans for revisions to address 90% comments. The County reserves the right to request further revisions if a 90% review comment was not correctly addressed. However, it is the intention that the 100% submittal is final and that no changes will be necessary after it is complete.

X. Bidding Phase
A. Answer questions during bidding
B. Attend the pre-bid meeting
C. Prepare addendum as needed
D. Attend bid opening
Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner’s requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner’s standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following Engineer’s assessment of initially-available Project information and data and upon Engineer’s request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Any previously completed property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Any previously completed explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Any previously completed environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer’s services, or any defect or nonconformance in Engineer’s services, the Work, or in the performance of any Contractor.

E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other
documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other
advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing
timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all
phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from
others as may be necessary for completion of each phase of the Project.

I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services,
provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or
Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the
moneys paid.

J. Place and pay for advertisement for Bids in appropriate publications.

K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to
perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer
review, value engineering, and constructability review.

L. Furnish to Engineer data as to Owner’s anticipated costs for services to be provided by others (including, but
not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal
advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise
Total Project Costs.

M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer
to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties,
responsibilities, and limitations of authority of such other party and the relation thereof to the duties,
responsibilities, and authority of Engineer.

N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate
a person or entity to have authority and responsibility for coordinating the activities among the various prime
Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such
individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an
attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before
such services begin.

O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other
job related meetings, and Substantial Completion and final payment visits to the Project.

P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of
samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of
materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate
professional interpretation thereof.

Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant
to this paragraph.
R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

S. Perform or provide the following additional services: NONE
EXHIBIT C  
Payments to Engineer for Services and Reimbursable Expenses

C1.01  Compensation for Basic Services (including Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, including for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of $431,487.11 based on the following estimated distribution of compensation:
   a. Paving (Arterial Street Improvements) – 30% Preliminary Plans $156,718.64
   b. Paving (Arterial Street Improvements) – 60% Design Development $102,394.80
   c. Paving (Arterial Street Improvements) – 100% Final Plans $96,480.07
   d. Paving (Arterial Street Improvements) – Bidding $10,893.60
   e. Paving (Arterial Street Improvements) – Geotechnical Investigation $13,000.00
   f. Paving (Arterial Street Improvements) – Right-of-Way Services $52,000

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.

B. Period of Service: The compensation amount stipulated in this Exhibit C is conditioned on a period of service not exceeding 3 months. If such period of service is extended, the compensation amount for Engineer’s services shall be appropriately adjusted.

C1.02  Compensation for Additional Services

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. General: For services of Engineer’s personnel engaged directly on the Project pursuant to Exhibit A, except for services as a consultant or witness under Exhibit A, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer’s Consultant’s charges, if any.
Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04  Insurance

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

   a. Workers’ Compensation: Coverage A

   b. Workers Compensation Coverage B Employer’s Liability --

      1) Each Accident: $500,000
      2) Disease, Policy Limit: $500,000
      3) Disease, Each Employee: $500,000

   c. General Liability --

      1) Each Occurrence (Bodily Injury and Property Damage): $1,000,000
      2) General Aggregate: $2,000,000
      3) Products/completed operations limit shall be not less than $2,000,000 (this can be removed if they have the Excess/Umbrella Liability coverage of the same amount)

   d. Excess or Umbrella Liability (see above) --

      1) Each Occurrence: $1,000,000
      2) General Aggregate: $1,000,000

   e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

      Each Accident $1,000,000

   f. Professional Liability --

      1) Each Claim Made $1,000,000
      2) Annual Aggregate $2,000,000

   g. Other (specify): $

2. By Owner:

   a. Workers’ Compensation: Statutory

   b. Employer’s Liability --

      1) Each Accident $100,000
2) Disease, Policy Limit: $500,000
3) Disease, Each Employee: $100,000

e. General Liability –

1) General Aggregate: $2,000,000
2) Each Occurrence (Bodily Injury and Property Damage): $1,000,000

d. Excess Umbrella Liability –

1) Each Occurrence: $1,000,000
2) General Aggregate: $1,000,000

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

Each Accident: $1,000,000

f. Other (specify): $ 

B. Additional Insureds:

1. The following persons or entities are to be listed on Owner’s general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:

   Engineer

b. —
   Engineer’s Consultant

c. —
   Engineer’s Consultant

2.1. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner’s general liability and property policies of insurance.

3.2. The Owner shall be listed on Engineer’s general liability policy as provided in Paragraph 6.04.A.
**TASKS**

<table>
<thead>
<tr>
<th>Project Management</th>
<th>Personnel Classifications**</th>
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I. Project Management

A. Meeting attendance
- Pre-design meeting: 4 4 4 4 16
- Progress meetings (2): 20 10 10 30
- Plan-in-Hand meeting (1): 4 4 4 4 16
- Public meetings (2): 8 8 8 32

B. Coordinate with Sub-contractors
- Thiele: 4 4 22
- Midwest Right-of-Way Services: 4 24 2 30

C. General Contract Administration/Scheduling
- Monthly billings: 8
- Maintain project schedule: 4

II. Data Collection and Preliminary Survey

A. Data collection
- Prepare plans and send to all the utilities with a letter: 2 2 4
- Mark up plans based on information received from utilities: 2 2 4
- Send plans back to utility companies for review and comment: 2 2 4

B. Sarpy County information
- Permits required: 2
- Road closures: 2
- Schedule: 2
- Construction phasing: 2

C. Survey
- Establish control points: 4
- Topographic Survey: 8
- ROW and easement acquisition survey: 4
- Complete a boundary survey for the extent of the project: 4

III. Preliminary Design (20%)

A. Site Meeting
- Review planned alignment: 4
- Discuss detour plan for residents, etc.: 4
- Discuss drainage improvements: 4
- Discuss impacts to the utilities in the area: 4
- Discuss sustainability options: 4
- Discuss any need for sidewalks or trails: 4

C. Horizontal Alignment
- Prepare horizontal alignments of the roadways: 4 6 8 16

E. Geometrics
- Prepare geometrics for the roadways: 2 4 8 16

F. Typical Sections
- Prepare typical sections for each roadway section: 2

G. Cross Sections
- Run cross-sections of all new roadway alignments: 3 12 24
- Plot and review cross sections and compare with plans: 3 8 8
- Revise cross-sections as needed to fit existing terrain: 3 8 8
- Revise sections as needed for retaining walls: 3
- Determine limits-of-construction and adjust sections as needed: 3
- Show limits-of-construction and right-of-way on the cross-sections: 3

H. Drainage
- Determine the locations of culverts and drainage structures: 4 16
- Determine the drainage areas contributing to each culvert: 4 16
- Complete a hydrologic/hydraulic eval. for all drainage structures: 17 12 12
- Size the culverts and culvert extensions: 17 24 20
- Evaluation of potential water quality enhancement: 12 6 6
- Determine the need for entrance or exit treatments: 12 6 6
- Design of exit erosion control structures: 12 6 6
- Determine pipe lengths: 12
- Calculate excavation quantities: 6 6 6

I. Limits of Construction
- Prepare the limits-of-construction for the project: 3 3 3

J. Prepare large scale plan sheets
- Removals: 3 3 8 16
- Construction: 3 3 8 16
- Drainage structures: 12 4 8 16
- Retaining Walls: 8 3 6 9
- Utilities: 3 4 8 15

K. Estimates
- Prepare quantity and cost estimates for all construction items: 4 4 8 10

L. Prepare plans sheets
- Plan and profiles: 2 4 23 27
**TASKS**

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<td>Earthwork cross-sections</td>
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<td>Drainage structure plans and details</td>
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<td>Sustainability memorandum</td>
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<td>A. Prepare for Public Meeting</td>
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<td>C. Preparation of Aerial Exhibits and other exhibits needed</td>
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<td>V. Geotechnical Engineering (by Thiele)</td>
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<td>VI. 60% Design</td>
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<td>B. Prepare erosion control plans</td>
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<tr>
<td>C. Meet with landowners as needed</td>
<td>6</td>
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<tr>
<td>D. Show property lines and ownerships</td>
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<tr>
<td>E. Show designated work areas and staging areas for the contractor</td>
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<tr>
<td>F. Prepare plans and details of the detour routes</td>
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<td>Route location</td>
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<td>Phasing requirements</td>
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<td>Lane closures</td>
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<td>Critical detour route requirements</td>
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<td>Maintenance of traffic to local residences and businesses</td>
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<tr>
<td>G. Special Provisions</td>
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<td>Utility revisions</td>
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<td>Erosion control measures</td>
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<td>Seeding</td>
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<td>Construction phasing</td>
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<td>Rip rap</td>
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<td>Geotextile fabric</td>
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<td>Erosion control matting</td>
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<td>Removals of existing materials</td>
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<td>End treatments</td>
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<tr>
<td>H. Estimates</td>
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<tr>
<td>Prepare quantity and cost estimates for all construction items</td>
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<tr>
<td>I. Submit 60% Plans</td>
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<td>Print and bind the adequate number of sets for distribution:</td>
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<tr>
<td>J. Attend a 60% Design Review Meeting</td>
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<tr>
<td>Prepare meeting minutes</td>
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<tr>
<td>K. Post Construction Stormwater Management Plan (PCSMP) Design Review the County’s (PCSMP) requirements</td>
<td>4</td>
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<tr>
<td>Complete prelim. calc., invest. alternatives, and review costs</td>
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<tr>
<td>Attend a coordination meeting with the County</td>
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<tr>
<td>Complete the PCSMP drainage study</td>
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<tr>
<td>Complete the final design of the plan (PCSMP)</td>
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<tr>
<td>Coordinate with the County and prepare final application materials</td>
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<td>SUB-TOTAL</td>
<td>70</td>
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</table>
### Fee Proposal

**Hours**

**Project Name:** C77(17-3) & C77(17-4)A 192nd, Cornhusker Road to 1/2 Mile South & Cornhusker Road, 180th Street to 192nd Street

**Location (City, County):** Gretna, Nebraska, Sarpy County

**Project Manager:** Scott Austin

**Phone/Email:** (402) 496-2498/scott.austin@irra-inc.com

**Responsible Charge:** Pat Dowse

**Date:** January 5, 2019

#### Tasks

**VIII. 90% Design**

- **A. Prepare Plans and Estimate Exhibits**
  - Address comments received during the functional design review
  - Plan and profile sheets
  - Title sheet
  - Large scale plan sheets
    - Removals
    - Construction
    - Drainage structures
    - Utilities
    - Jointing plans
    - Spot elevations
    - Typical sections
  - Earthwork cross-sections
  - Geometrics
  - LOC’s
  - Horizontal alignment
  - Vertical alignment
  - Fencing
  - Erosion control plans
  - Staging areas
  - Detour routes and details
  - Seeding
  - Retaining walls
  - Signing and striping

- **B. NPOES Permit**
  - Prepare SWPPP with erosion control plans
  - Prepare NPOES permit and file with appropriate agencies
  - Prepare the survey control sheet
  - Show begin and end stations for the project
  - Prepare final sustainability memorandum
  - Special Provisions

- **G. Estimates**
  - Prepare final quantity and cost estimates for all construction items
  - Submit final plans to the County for review
  - Plot and print plan sets
  - Print spec books
  - Attend a Final Design Review Meeting
  - Meeting attendance
  - Prepare meeting minutes

**IX. Final Quantities and Special Provisions**

- **A. Prepare final quantities for the proposal form**
  - Submit final plans to the County for review
  - Special Provisions to the County

**SUB-TOTAL**

- **X. Bidding Phase**
  - Answer questions during bidding
  - Attend a pre-bid meeting
  - Prepare addendum as needed
  - Attend bid opening

**SUB-TOTAL**

**Total Hours**

37 251 142 458 786 1,207 163 110 118

**Total Days (8 hrs)**

4.6 31.4 17.8 57.3 98.3 150.9 20.4 13.8 14.6

#### Classification**

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**Title**

- **VIII. Right-of-Way Design (Coord. With Midwest Right-of-Way Services)**
  - **A.** Prepare plans and estimate exhibits
  - **B.** Prepare legal descriptions
  - **C.** Prepare the ROW strip map
  - **D.** Revise exhibits and legal descriptions after negotiations
  - **E.** Revise strip map

**C. Prepare Final Sustainabiliiy Memorandum**

**D. Revise Plan with final quantities for the proposal form**

**E. Prepare Final Sustainabiliiy Memorandum**

**F. Prepare Final Sustainabiliiy Memorandum**

**G. Prepare Final Sustainabiliiy Memorandum**

**H. Prepare Final Sustainabiliiy Memorandum**

**I. Prepare Final Sustainabiliiy Memorandum**

**J. Prepare Final Sustainabiliiy Memorandum**

**K. Prepare Final Sustainabiliiy Memorandum**

**L. Prepare Final Sustainabiliiy Memorandum**

**M. Prepare Final Sustainabiliiy Memorandum**

**N. Prepare Final Sustainabiliiy Memorandum**

**O. Prepare Final Sustainabiliiy Memorandum**

**P. Prepare Final Sustainabiliiy Memorandum**

**Q. Prepare Final Sustainabiliiy Memorandum**

**R. Prepare Final Sustainabiliiy Memorandum**

**S. Prepare Final Sustainabiliiy Memorandum**

**T. Prepare Final Sustainabiliiy Memorandum**

**U. Prepare Final Sustainabiliiy Memorandum**

**V. Prepare Final Sustainabiliiy Memorandum**

**W. Prepare Final Sustainabiliiy Memorandum**

**X. Prepare Final Sustainabiliiy Memorandum**

**Y. Prepare Final Sustainabiliiy Memorandum**

**Z. Prepare Final Sustainabiliiy Memorandum**

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**CLASSIFICATIONS:**

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**PROJECT**

- **PR = Principal**
  - **PM = Project Manager**
  - **SE = Structural Engineer**
  - **SPE = Sr. Professional Engineer**

**FE = Professional Engineer**

**LSA = Landscape Architect**

**TECH = Technician**

**SURV = Surveyor**

**CLER = Clerical**

**SSURV = Senior Surveyor**

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# Fee Proposal

## Labor Rates

**Project Name:** C77(17-3) & C77(17-4) A 192nd, Cornhusker Road to 1/2 Mile South & Cornhusker Road, 180th Street to 192nd Street

**Project Number:**

**Control Number:**

**Location (City, County):** Gretna, Nebraska, Sarpy County

**Consultant Project Manager:** Scott Austin

**Phone/Email:** (402) 496-2498/scott.austin@lra-inc.com

**LPA Responsible Charge:** Pat Dowse

**Phone/Email:** (402) 537-6900/pdowse@sarpy.com

**Date:** January 5, 2016

### Labor Costs:

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**TOTALS:** 3272 $104,454.01

**Overhead Rate**: 197.00%

**Fixed Fee**: 13.00%

### CLASSIFICATIONS:

- PR = Principal
- PM = Project Manager
- SE = Structural Engineer
- SPE = Senior Professional Engineer
- PE = Senior Engineer
- LSA = Landscape Arch.
- TECH = Technician
- SSURV = Sr. Surveyor
- SURV = Surveyor
- CLER = Clerical
# Fee Proposal

## Direct Expenses

**Project Name:** C77(17-3) & C77(17-4)A 192nd, Cornhusker Road to 1/2 Mile South & Cornhusker Road, 180th Street to 192nd Street

### Location (City, County):
Gretna, Nebraska, Sarpy County

### Consultant Project Manager:
Scott Austin

- **Phone/Email:** (402) 496-2498/scott.austin@lra-inc.com

### LPA Responsible Charge:
Pat Dowse

- **Phone/Email:** (402) 537-6900/pdowse@sarpy.com

### Date:
January 5, 2016

### Subconsultants:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thiele</td>
<td>1</td>
<td>$13,000.00</td>
</tr>
<tr>
<td>Right-of-Way Services</td>
<td>1</td>
<td>$52,000.00</td>
</tr>
</tbody>
</table>

**Subtotal:** $65,000.00

### Printing and Reproduction:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Size plan sheets</td>
<td>4000</td>
<td>$1.50</td>
</tr>
<tr>
<td>Final mylar plots</td>
<td>160</td>
<td>$5.60</td>
</tr>
<tr>
<td>Half size progress plots</td>
<td>5300</td>
<td>$1.00</td>
</tr>
<tr>
<td>8.1/2 X 11 copies (memos, minutes, specifications, etc.)</td>
<td>7900</td>
<td>$0.25</td>
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</table>

**Subtotal:** $14,171.00

### Mileage/Travel:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage</td>
<td>600</td>
<td>$0.52</td>
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</tbody>
</table>

**Subtotal:** $312.00

### Lodging/Meals:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Amount</th>
</tr>
</thead>
</table>

**Subtotal:**

### Other Miscellaneous Costs:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Postage (Lump Sum)</td>
<td>1</td>
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</tr>
<tr>
<td>GPS topo equipment (Hour)</td>
<td>32</td>
<td>$33.00</td>
</tr>
<tr>
<td>Ranger</td>
<td>12</td>
<td>$20.00</td>
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</table>

**Subtotal:** $1,446.00

**TOTAL DIRECT EXPENSES:** $80,929.00
# Fee Proposal

## Project Cost

**Project Name:** C77(17-3) & C77(17-4)A 192nd, Cornhusker Road to 1/2 Mile South & Cornhusker Road, 180th Street to 192nd Street

**Control Number:**

**Location (City, County):** Gretna, Nebraska, Sarpy County

**Consultant Project Manager:** Scott Austin  
Phone/Email: (402) 496-2498/scott.austin@lra-inc.com

**LPA Responsible Charge:** Pat Dowse  
Phone/Email: (402) 537-6900/pdowse@sarpy.com

**Date:** January 5, 2016

---

### Labor Costs:

<table>
<thead>
<tr>
<th>Personnel Classification</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>37</td>
<td>$69.02</td>
<td>$2,553.74</td>
</tr>
<tr>
<td>Project Manager</td>
<td>251</td>
<td>$44.63</td>
<td>$11,202.13</td>
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<tr>
<td>Structural Engineer</td>
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<td>$43.89</td>
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<tr>
<td>Senior Professional Engineer</td>
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<td>$38.65</td>
<td>$17,701.70</td>
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<tr>
<td>Professional Engineer</td>
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<tr>
<td>Technician</td>
<td>1207</td>
<td>$27.41</td>
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<tr>
<td>Senior Surveyor</td>
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<tr>
<td>Surveyor</td>
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<tr>
<td>Clerical</td>
<td>118</td>
<td>$22.44</td>
<td>$2,647.92</td>
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</table>

**TOTAL**  
3272  
$104,454.01

### Direct Expenses:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subconsultants</td>
<td>$65,000.00</td>
</tr>
<tr>
<td>Printing and Reproduction Costs</td>
<td>$14,171.00</td>
</tr>
<tr>
<td>Mileage/Travel</td>
<td>$312.00</td>
</tr>
<tr>
<td>Lodging/Meals</td>
<td>$1,446.00</td>
</tr>
<tr>
<td>Other Miscellaneous Costs</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**  
$80,929.00

### Total Project Costs:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Labor Costs</td>
<td>$104,454.01</td>
</tr>
<tr>
<td>Overhead @197.00%</td>
<td>$205,774.40</td>
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<tr>
<td>Total Labor Costs</td>
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<tr>
<td>Fixed Fee @13.00%</td>
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<tr>
<td>Direct Expenses</td>
<td>$90,929.00</td>
</tr>
</tbody>
</table>

**PROJECT COST**  
$431,487.10
# Fee Proposal

## Cost by Task

**Project Name:** C77(17-3) & C77(17-4) A 192nd, Cornhusker Road to 1/2 Mile South & Cornhusker Road, 180th Street to 192nd Street  

**Location (City, County):** Gretna, Nebraska, Sarpy County  

**Consultant Project Manager:** Scott Austin  
**Phone/Email:** (402) 496-2498/scott.austin@irainc.com  

**LPA Responsible Charge:** Pat Dowse  
**Phone/Email:** (402) 537-6900/pdowse@sarpy.com  

**Date:** January 5, 2016

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Total Hours</th>
<th>Direct Labor Cost</th>
<th>Overhead 197.00%</th>
<th>Fixed Fee 13.00%</th>
<th>Direct Costs</th>
<th>Total Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Engineering Services:</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Task 100- Preliminary Design</td>
<td>1,371</td>
<td>$45,114.56</td>
<td>$68,875.68</td>
<td>$17,418.73</td>
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<td>Task 101- Design Development</td>
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<td>$102,394.60</td>
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<tr>
<td>Task 105- Final Design</td>
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<td>$53,516.19</td>
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<td>$5,309.67</td>
<td>$96,480.07</td>
</tr>
<tr>
<td>Task 115- Bidding</td>
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<td>$3,245.91</td>
<td>$6,394.44</td>
<td>$1,253.25</td>
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<td>$10,893.60</td>
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<tr>
<td>Task 111- Thiele</td>
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<td></td>
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<td></td>
<td></td>
<td>$13,000.00</td>
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<td>Task 112- Right-of-Way Services</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>$52,000.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>3,272</td>
<td><strong>$104,454.01</strong></td>
<td><strong>$205,774.39</strong></td>
<td><strong>$40,329.70</strong></td>
<td></td>
<td><strong>$431,487.11</strong></td>
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