BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN MASTER AGREEMENT WORK ORDER #3 WITH OLSSON ASSOCIATES-TRAVELER'S OUTFALL SEWER PIPE DEFLECTION

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

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

WHEREAS, Sarpy County operates a sanitary sewer system pursuant to County Industrial Sewer Act, found at Neb. Rev. Stat. §23-3601; and,

WHEREAS, Sarpy County is need of professional engineering services in order to evaluate excessive pipe deflection in the outfall sewer serving the Traveler's Data Center; and,

WHEREAS, the County of Sarpy had previously entered into a Master Agreement with Olsson Associates for professional services, said Agreement approved by Resolution 2015-284, and Work Order #3 of said Master Agreement has been proposed to provide the necessary services for the above-described outfall sewer.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves Master Agreement Work Order #3 with Olsson Associates, a copy of which is attached hereto, and the Chairman and Clerk are hereby authorized to sign the same.

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 3rd day of May, 2016.
MASTER AGREEMENT WORK ORDER #3

This exhibit is hereby attached to and made a part of the Master Agreement for Professional Services dated July 14, 2015 between Sarpy County, NE ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Sarpy County, Nebraska

Project Description: Travelers Data Center Sanitary Outfall Sewer – Evaluation of Pipe Deflection Exceedance

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

PHASE 1 - PROJECT MANAGEMENT AND DATA COLLECTION

- Project Management is responsible for coordination of the various disciplines that have involvement in the project, tracking of work completion, maintenance of project schedule, and project management updates. Specific activities include coordination and attendance of meetings with the Client, billings, collections, and project wrap-up documentation.

- Data Collection – Collect data from Sarpy County that documents sewer main design, installation, testing and inspection. Data to be collected includes maps, plans, specifications, mandrel report, CCTV inspection videos and reports, geotechnical report, and project bid tabulations.

- Review Plans, Specs, and Data – Provide a review of all of the data collected to formulate an opinion of cause for excessive pipe deflection.

- Geotechnical Consultation – Provide review of geotechnical report and site conditions present during construction to formulate opinion of proper embedment design and
installation techniques such that a comparison can be made to actual design and construction of the utility.

➢ Evaluate Options – Based upon findings of data review, evaluate options for correction of installed pipe to meet the requirements of the specifications and regulatory compliance.

➢ Opinion of Costs - Prepare an opinion of costs for each corrective action considered.

➢ Prepare Draft Report – Prepare a letter report to document the findings and recommendations of the evaluation. Provide the draft report to Sarpy County for review and comments.

➢ QA/QC – Perform an in house quality control review of the report.

➢ Prepare Final Report – Incorporate comments from County review and QA/QC review into the report and prepare final report to be delivered to the County.

ADDITIONAL SERVICES
The services listed below are services that may be necessary, but are not included with this proposal. They are listed as possible additional services should they become necessary at a later date. The County may choose to add the following possible additional services by amendment.

SURVEY

DESIGN PHASE SERVICES

BIDDING PHASE SERVICES

CONSTRUCTION ADMINISTRATION

FIELD SERVICES – CONSTRUCTION OBSERVATION

CONSTRUCTION STAKING

SPECIAL INSPECTION AND CONSTRUCTION MATERIAL TESTING

EXCLUSIONS
• Any service not listed in the Scope of Services section above.
• Any analysis, design, or deliverable production beyond that expressly included in the Scope of Services above.
• CCTV inspection.
• Field excavation to observe as built conditions.
• Expert witness services.
SCHEDULE FOR OLSSON’S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: May 1, 2016
Anticipated Completion Date: July 1, 2016

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services for Phases 1 a fixed fee of Eight Thousand Five Hundred Dollars ($8,500) as shown below. Olsson’s reimbursable expenses for this Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Project Management &amp; Data Collection/Evaluation Services</th>
<th>$8,500</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td></td>
<td>$8,500</td>
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TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client’s designated Project Representative shall be Mark Wayne.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.
OLSSON ASSOCIATES, INC.

By [Signature] By [Signature]

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

SARPY COUNTY, NEBRASKA

By [Signature]

Print Name: Don Kelly
Title: Chairman

Dated: 5/3/16

Approved as to form:

Deputy County Attorney