RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN SUPPLEMENTAL AGREEMENT #2 TO ENGINEERING AGREEMENT FOR PROFESSIONAL SERVICES FOR SARPY COUNTY PROJECT C-77(03-3) BRIDGE #207 AT 234TH AND FAIRVIEW ROAD AND C-77(03-3) BRIDGE #210 AT 234TH AND CAPEHART ROAD

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

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

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

WHEREAS, the County and THE WELLS RESOURCE LLC have previously executed an Engineering Agreement via Resolution 2015-112 and Supplemental Agreement #1 via Resolution 2015-423 for professional engineering services in conjunction with the design and development of Construction documents for project C-77(03-2) Bridge #207 located at 234th St and Fairview Road and C-77(03-3) Bridge #210 located at 234th St and Capehart Road in Sarpy County, and,

WHEREAS, County and THE WELLS RESOURCE LLC wish to enter into Supplemental Agreement #1 which outlines modifications and/or additional duties for the project.

NOW THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that pursuant to the statutory authority set forth above, the Supplemental Agreement #2 with The Wells Resource for engineering services in conjunction with the design and development of Construction documents for project C-77(03-2) Bridge #207 located at 234th St and Fairview Road and C-77(03-3) Bridge #210 located at 234th St and Capehart Road Sarpy County, Nebraska, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED that the Chair and the Clerk are hereby authorized to execute said agreement on behalf of Sarpy County, Nebraska.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with the applicable law on the 24th day of June, 2016.

Attest

Sarpy County Board Chairman

County Clerk
MEMORANDUM

To: Sarpy County Board of Commissioners
From: Dennis L. Wilson, P.E., PhD, County Engineer
Subject: Wells Resource, L.L.C. for Professional Services
Date: June 3, 2016

I recommend approval of the Resolution for Supplement #2 Authorizing of the Agreement with The Wells Resource, L.L.C. for Professional Engineering Services in conjunction with the design and development of Construction Documents for Bridge #207 located at 234th and Fairview Road and Bridge #210 located at 234th and Fairview Road.

DLW/bjh
SUPPLEMENTAL AGREEMENT NO. 2
TO
ENGINEERING AGREEMENT
FOR
FOR ENGINEERING SERVICES-BRIDGE REPLACEMENT NO 207 & 210-234th St
SARPY COUNTY, NEBRASKA

THIS SUPPLEMENTAL AGREEMENT made and entered into this 31st day of May 2016 by and between Sarpy County, Nebraska and The Wells Resource LLC.

WITNESSETH:

1. WHEREAS, Sarpy County, and The Wells Resource LLC are parties to an agreement dated the thirty-first day of March, two thousand fifteen, and to a Supplemental Agreement dated the thirteenth day of August two thousand fifteen, for the Engineering Services for replacement of Bridges No. 207 & 210-2234th St and WHEREAS, the parties require additional engineering services for roadway design was not included as part of the original and previous supplemental scope of services.

3. WHEREAS, The Wells Resource LLC (Consultant) is willing to provide these additional engineering services in accordance with the terms hereinafter provided.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

1. GENERAL TERMS OF AGREEMENT
Supplemental Agreement Number Two is supplemental to the Original Agreement dated March 31, 2015, and to Supplemental Agreement Number One dated August 13, 2015 and nothing herein shall be construed as amending or modifying the Original Agreement except as herein specifically provided. If there is a conflict of terms and conditions between this Supplemental Agreement and the Original Agreement or previous Supplemental Agreement, the terms and conditions of this Supplemental Agreement shall govern.

2. GENERAL DESCRIPTION OF SUPPLEMENTAL SCOPE AND CONTROL OF THE WORK
The Consultant, upon receipt of Notice to Proceed, shall provide all services as described in this Supplemental Agreement: obtaining the additional required topographical survey and designing the roadway to modify the existing offset alignment to a standard intersection, and completing the construction documents.

3. FEES AND PAYMENTS
Compensation of work as described herein shall be made to the Consultant for standard hourly rates and direct costs as outlined in the attached Exhibit “B”, not to exceed a total of $25,990.00.

NONDISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare promise and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorizes as of the dates below indicated.

EXECUTED by Consultants this 31st day of May, 2016

ATTEST:

[Signature]
Paula B Wells PE
Managing Partner

EXECUTED by Sarpy County this [ ]th day of June, 2016

ATTEST:

[Signature]
Sarpy County, Nebraska
County Board Chairman
Authorized Representative

Approved As To Form:

[Signature]
Deputy Sarpy County Attorney