RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN STANDARD AGREEMENT FOR PROFESSIONAL SERVICES TO PROVIDE CONCEPTUAL DESIGNS AND SUMMARY TECHNICAL MEMORANDUM FOR STREAM STABILIZATION ALONG THE SOUTH PAPILLION CREEK

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

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

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

WHEREAS, stream stabilization along the South Papillion Creek bed is in the best interest of the County; and,

WHEREAS, the County and CH2M HILL Engineers, Inc., wish to enter into a Standard Agreement for Professional Services to provide conceptual designs and summary technical memorandum for stream stabilization along the South Papillion Creek.

NOW THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that pursuant to the statutory authority set forth above, the Standard Agreement for Professional Services with CH2M HILL Engineers, Inc. to provide conceptual designs and summary technical memorandum for stream stabilization along the South Papillion Creek, 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 21st day of June, 2016.

Attest

[Signature]
Sarpy County Board Chairman

[Signature]
County Clerk

[Stamp]
Mr. Dennis Wilson, PE
Sarpy County Public Works
15100 South 84th Street
Papillion, NE 68046-4627

June 10, 2016

Subject: South Papillion Creek at 168th Street Conceptual Design Project

Dear Mr. Wilson,

We are pleased to provide this letter proposal as Attachment A to the Standard Agreement for Professional Services for the subject project. The following describes the scope of work to be provided by CH2M HILL Engineers, Inc., ("ENGINEER") to Sarpy County ("OWNER") for the South Papillion Creek at 168th Street Conceptual Design Project (Project). The ENGINEER’s understanding of the Project is based on discussions with OWNER staff. The general components of the Project are the following:

Review and use of existing information to:

- Provide conceptual designs for areas needing stabilization along the South Papillion Creek channel upstream of 168th Street for channel reach of approximately one mile, and ENGINEER will
- Prepare a summary technical memorandum (TM) describing stream stabilization alternatives, planning level cost estimates, and conceptual designs of recommended alternatives for OWNER to use for budgeting purposes. TM will also include recommendations and sealed design drawings for stabilization of the 168th Street embankment rill erosion for construction by OWNER.

Scope of Work

The ENGINEER will provide professional services to the OWNER for the Conceptual Design for channel stabilization improvements along the South Papillion Creek upstream of 168th Street for a channel reach of approximately one mile, to the southern boundary of the Cedar Ridge subdivision (about 500 feet south of Briar Street) in Sarpy County, Nebraska. Michael Kosa shall serve as the OWNER’s representative throughout the Project execution. Emily Holtzclaw will serve as the ENGINEER’s Project Manager.

Task 1 – Project Management

ENGINEER will develop and implement a Health and Safety Plan and a Quality Control (QC) Plan specific to the Project work. ENGINEER will perform contracting, invoicing, and management of Project team, budget, and schedule. ENGINEER will provide periodic progress reports and invoices in a format acceptable to the OWNER. QC efforts will be incorporated into the budget of individual tasks.

Task 2 – Site Assessment and Data Review

Task 2a. Site Visit - ENGINEER will conduct a field visit and site assessment of existing conditions in the study reach described above. Information collected as part of the site assessment will include, but is not
limited to, channel bank stability assessments, consideration of existing visible utilities, photos, and other field notes.

Task 2b. Data Review – ENGINEER will review existing available data to support the development of channel stabilization alternatives. ENGINEER will review the existing Federal Emergency Management Agency (FEMA) approved hydraulic model for the South Papillion Creek in the study area to evaluate if current infrastructure (bridges and culverts) and channel cross sectional dimensions are represented reasonably in the model. If gross discrepancies between the modeled conditions and actual field conditions appear to exist, ENGINEER will notify OWNER to evaluate the need to update the model in order to meet the goals of this Project. If minor updates (such as top of road and low chord elevations of a bridge) are required, ENGINEER will work with OWNER to have OWNER’s survey staff provide this information to ENGINEER. If major updates (such as the addition of a missing structure, such as bridge or if the channel has moved such that the modeled cross sections do not appear to adequately represent current field conditions) are needed, ENGINEER and OWNER will negotiate additional scope and fee to include these updates to the model.

ENGINEER will review and utilize other available existing data such as Geographic Information System (GIS) based data for existing utilities, infrastructure, and topography. ENGINEER will place a One-Call request for location of existing utilities along the study area in order to obtain information from various utilities, and in particular from Metropolitan Utilities District (MUD) for the location of gas and water infrastructure.

Task 3 – Conceptual Design

Task 3a. Alternatives Development and Hydraulic Evaluations

Based on the Site Assessment and Data Review efforts, ENGINEER will develop conceptual level design alternatives for the following sub-areas within the study area (Figure 1);

1. 168th Street west embankment rill erosion approximately 720 feet south of the South Papillion Creek crossing under 168th Street. This is the primary area of concern to the OWNER due to the current erosion of the roadway embankment.

2. South Papillion Creek channel from 168th Street south to where Burlington Northern Santa Fe (BNSF) Railroad Bridge crosses 168th Street and creek turns west to parallel railroad. This is an area of concern to the OWNER due to the proximity to the 168th Street roadway embankment along the east bank of the channel.

3. Harrison Woods subdivision - South Papillion Creek channel from where BNSF Railroad Bridge crosses 168th Street and creek turns west to parallel railroad to where BNSF Railroad bridge crosses channel.

4. Cedar Ridge subdivision — South Papillion Creek channel south of BNSF Railroad bridge to about 500 feet south of Briar Street. Note that south of this point the property is owned by or associated with Scary Acres, not the Cedar Ridge subdivision.

ENGINEER will make adjustments and edits within the hydraulic model to represent channel modifications based on the proposed alternatives for the Project in order to evaluate the hydraulic implications and feasibility of those alternatives.
Figure 1 – South Papillion Creek at 168th Street Study Area and Sub-Areas

Task 3b. Alternative Recommendations

ENGINEER’s work includes preparing channel refinement sketches for the four sub-areas along the study reach. The conceptual designs will included the following items:

- ENGINEER will prepare draft documents including draft plan views and section sketches (not CAD drawings) of conceptual channel designs for each of the sub-areas described above and a corresponding planning level construction cost estimate for budgeting purposes. Cost estimates shall be based on estimated materials quantities and unit prices from recent bid tabs for similar projects in the Omaha metropolitan area.

- ENGINEER will facilitate up to a 3-hour meeting (including site visit if requested) at the OWNER’s office attended by the OWNER, ENGINEER’s Project Manager and Design Engineer, and OWNER’s representative(s). The purpose of this meeting will be for the ENGINEER to present
information about the draft conceptual designs and solicit feedback from the OWNER. It is assumed that the OWNER will consolidate review comments from OWNER’s staff and provide in written form to ENGINEER. ENGINEER will prepare summary minutes of the workshop documenting key decisions and action items. ENGINEER will provide draft minutes to OWNER for review and comment prior to finalization.

- Based on input from the OWNER, ENGINEER will prepare final conceptual design documents and a construction cost estimates for up to eight total alternatives within the sub-areas requested by OWNER.

Task 3c. Permitting Overview

Based on the recommended alternatives, ENGINEER will provide a summary of the anticipated permits that the OWNER would likely be required to obtain in order to implement the various alternatives.

Task 4 – 168th Street Embankment Repair Design

Task 4a. Due to the active erosion occurring at sub-area 1 (168th Street west embankment rill erosion approximately 720 feet south of the South Papillion Creek crossing under 168th Street), an embankment repair design will also be prepared by ENGINEER. Depending on the findings during the Conceptual Design, and in consideration of the OWNER’s intent to widen 168th Street in the future, the embankment repair design may be considered a short term resolution to the erosion issue. ENGINEER will prepare CAD drawings and technical specifications sealed by a PE, which in conjunction with the OWNER’s standard front end contract documents will be suitable for OWNER to bid for construction work. ENGINEER shall use City of Omaha Standard Specifications where applicable, and supplement these with technical specifications provided by ENGINEER as needed to support the design. ENGINEER shall provide an Opinion of Probable Cost based on recent bid tabs from similar local stream bank stabilization projects.

Assumptions

The following are assumptions made during the development of this Scope of Work.

- Papio-Missouri River Natural Resources District or OWNER will provide at no cost to ENGINEER the electronic HEC-HMS and HEC-RAS hydrologic and hydraulic files that are the basis for the FEMA Effective floodplain maps.
- OWNER will provide additional basic survey information if needed by ENGINEER to complete the Scope of Work described above, such as top of road and low chord elevations, and dimensions of bridges or other specific features of the channel that cannot be determined from available GIS data provided by the OWNER.
- Measurements used for development of alternatives will be based on those measured in the field by the ENGINEER during the Site Assessment, and estimates from GIS data provided by the OWNER. ENGINEER will not perform site survey as part of this scope of work.
- The location and existence of existing sanitary sewer utilities and transportation infrastructure will be determined from GIS data provided by OWNER, and utilities and infrastructure that are visible above ground will be field verified by ENGINEER during Site Assessment. Information regarding gas and water utilities will be provided by MUD as part of the One-Call process, will be assumed by ENGINEER to be accurate, and will not be field verified.
- Final Design of the entire study reach and Construction oversight by ENGINEER is not included in this Scope of Work.
- No permit applications will be developed as part of this Scope of Work.

Deliverables

The following deliverables will be provided as part of this Scope of Work.
• Periodic progress reports accompanying invoices; one (1) digital (PDF format) and one (1) hard copy
• Draft and final meeting minutes from draft conceptual design meeting; one (1) digital (PDF format) and one (1) hard copy.
• Draft conceptual design documents including; one (1) digital (PDF format) and one (1) hard copies of TM and 11" x 17" sketches;
  o Draft TM describing Site Assessment, Data Review, and
  o Plan view of proposed channel stabilization for each of the locations described above
  o Typical section details of proposed channel stabilization for each of the locations described above
  o Preliminary construction cost estimate
• Final conceptual design documents including; one (1) digital (PDF format) and one (1) hard copy of 11” x 17” sketches;
  o Plan view of proposed channel stabilization for each of the locations described above
  o Typical section details of proposed channel stabilization for each of the locations described above
  o Final construction cost estimate
• 168th Street Embankment Repair Design Documents; one (1) digital (PDF format) and one (1) hard copy set of Technical Specifications and 11” x 17" CAD sheets;
  o Cover Sheet, General Notes Sheet, Plan View, Detail Sheet

Schedule

Work will be completed within 100 calendar days after Notice to Proceed from the OWNER. Responses to reviews of deliverables provided to the OWNER will be critical to maintaining the project schedule. Delays in receipt of this information may result in delays of subsequent ENGINEER deliverables.

Compensation

Compensation by OWNER to ENGINEER for the proposed services described above will be as follows:

A. COST REIMBURSABLE-MULTIPLIER (TIME AND EXPENSE)

For services enumerated in the Scope of Work above, ENGINEER’s Salary Costs multiplied by a factor of 2.1 Salary Cost Multiplier, plus Direct Expenses, plus a service charge of 10 percent on Direct Expenses and 10 percent of subcontracts and outside services, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes.

B. BUDGET

The maximum cost for this Project, as defined by services described in the Scope of Work section above, is forty-six thousand, four hundred forty-three dollars ($46,443.00 USD), which will be billed on a time and materials basis. The cost breakdown per task is shown in the Compensation Summary Table below. ENGINEER may alter the distribution of compensation between individual subtasks to be consistent with services actually rendered, but shall not exceed the maximum amount of $46,443.00 unless approved in writing by the OWNER through a contract amendment to this agreement.
ENGINEER is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is OWNER obligated to pay ENGINEER beyond these limits. When budget has been increased, ENGINEER’s excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

C. DIRECT EXPENSES

Direct Expenses are those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation and equipment and supplies; (2) ENGINEER’s current standard rate charges for direct use of ENGINEER’s vehicles, laboratory test and analysis, and certain field equipment; and (3) ENGINEER’s standard project charges for computing systems, and special health and safety requirements of OSHA.
A breakdown of the estimated level of effort to complete this scope of services is provided in the Compensation Summary table below.

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 – Project Management</td>
<td>$4,788.59</td>
</tr>
<tr>
<td>Task 2 – Site Assessment and Data Review</td>
<td>$10,883.76</td>
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<tr>
<td>Task 3 – Conceptual Design</td>
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<tr>
<td>Task 4 – 168th Street Embankment Repair Design</td>
<td>$11,682.72</td>
</tr>
<tr>
<td><strong>Total Labor</strong></td>
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<tr>
<td><strong>Total Expenses</strong></td>
<td><strong>$662.06</strong></td>
</tr>
<tr>
<td><strong>Total Labor and Expenses</strong></td>
<td><strong>$46,915.00</strong></td>
</tr>
</tbody>
</table>

A breakdown of the hourly rates for staff involved with the completion of this scope of services is provided in the Staff 2016 Hourly Rate Schedule table below.

<table>
<thead>
<tr>
<th>Staff/Position</th>
<th>Hourly Rate *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>$ 203.24</td>
</tr>
<tr>
<td>Project Engineer 5</td>
<td>$ 156.74</td>
</tr>
<tr>
<td>Project Engineer 2</td>
<td>$ 112.55</td>
</tr>
<tr>
<td>Geotechnical Engineer</td>
<td>$ 177.94</td>
</tr>
<tr>
<td>Senior QC Engineer</td>
<td>$183.64</td>
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<tr>
<td>CAD Technician</td>
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<tr>
<td>Project Delivery Assistant</td>
<td>$ 93.56</td>
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<tr>
<td>Accountant</td>
<td>$ 74.47</td>
</tr>
<tr>
<td>Health and Safety Coordinator</td>
<td>$180.81</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$ 82.34</td>
</tr>
</tbody>
</table>

* Includes 2.1 salary cost multiplier.

If the conditions of this proposal are acceptable please review and sign the Standard Agreement for Professional Services enclosed with this letter. If you have any questions or concerns, please contact Emily Holtzclaw at 402-609-7510 or by email at Emily.Holtzclaw@ch2m.com. Thank you for the opportunity to work with Sarpy County on this Project, we look forward to supporting Sarpy County on this and future projects.

Regards,

CH2M HILL Engineers, Inc.

Douglas E. Simon, PE
Vice President

Emily Holtzclaw, PE
Project Manager

Endorsement:
STANDARD AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is between CH2M HILL Engineers, Inc. ("ENGINEER"), and

Sarpy County, Nebraska

(“OWNER”)

for a PROJECT generally described as: South Papillion Creek at 168th Street Project

ARTICLE 1. SCOPE OF SERVICES
ENGINEER will perform the Scope of Services set forth in Attachment A, letter proposal dated June 10, 2016.

ARTICLE 2. COMPENSATION
OWNER will compensate ENGINEER as set forth in Attachment A, letter proposal dated June 10, 2016. Work performed under this AGREEMENT may be performed using labor from affiliated companies of ENGINEER. Such labor will be billed to OWNER under the same billing terms applicable to ENGINEER’s employees.

ARTICLE 3. TERMS OF PAYMENT
OWNER will pay ENGINEER as follows:
3.1 Invoices and Time of Payment
ENGINEER will issue monthly invoices. Invoices are due and payable within 30 days of receipt.

3.2 Disputed Billing
3.2.1 In the event of a disputed billing, only the disputed portion will be withheld from payment, and OWNER shall pay the undisputed portion. OWNER will exercise reasonable in disputing any bill or portion thereof.
3.2.2 If OWNER fails to make payment in full within 30 days of the date due for any undisputed billing, ENGINEER may, after giving 7 days’ written notice to OWNER, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, ENGINEER will have no liability to OWNER for delays or damages caused by OWNER because of such suspension.

ARTICLE 4. OBLIGATIONS OF ENGINEER
4.1 Standard of Care
The standard of care applicable to ENGINEER’s Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed. ENGINEER will reperform any services not meeting this standard without additional compensation.

4.2 Subsurface Investigations
In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER.

4.3 ENGINEER’s Personnel at Construction Site
4.3.1 The presence or duties of ENGINEER’s personnel at a construction site, whether as onsite representatives or otherwise, do not make ENGINEER or ENGINEER’s personnel in any way responsible for those duties that belong to OWNER and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

4.3.2 ENGINEER and ENGINEER’s personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER’s own personnel.

4.3.3 The presence of ENGINEER’s personnel at a construction site is for the purpose of providing to OWNER a greater degree of confidence that the completed construction work will conorm generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor’s failure to perform work in accordance with the construction documents.

For this AGREEMENT only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

4.4 Opinions of Cost, Financial Considerations, and Schedules
In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, ENGINEER makes no warranty that OWNER’s actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER’s opinions, analyses, projections, or estimates.
If OWNER wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, OWNER will employ an independent cost estimator, contractor, or other appropriate advisor.

4.5 Construction Progress Payments
Recommendations by ENGINEER to OWNER for periodic construction progress payments to the construction contractor(s) will be based on ENGINEER's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to OWNER free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between OWNER and the construction contractors that affect the amount that should be paid.

4.6 Record Drawings
Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

4.7 Access to ENGINEER's Accounting Records
ENGINEER will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to OWNER during ENGINEER's normal business hours for a period of 1 year after ENGINEER's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. OWNER may only audit accounting records applicable to a cost-reimbursable type compensation.

4.8 ENGINEER's Insurance
ENGINEER will maintain throughout this AGREEMENT the following insurance:

(a) Worker's compensation and employer's liability insurance as required by the state where the work is performed.
(b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with $1,000,000 combined single limits.
(c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of ENGINEER or of any of its employees, agents, or subcontractors, with $1,000,000 per occurrence and $2,000,000 in the aggregate.
(d) Professional liability insurance of $1,000,000 per occurrence and in the aggregate.
(e) OWNER will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverages identified in items (b) and (c) and ENGINEER waives subrogation against OWNER as to said policies.
(f) ENGINEER shall furnish proof of insurance coverage to OWNER.

ARTICLE 5. OBLIGATIONS OF OWNER

5.1 OWNER-Furnished Data
OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER's services on the PROJECT. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER.

5.2 Access to Facilities and Property
OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. OWNER will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of OWNER's facilities as may be required in connection with ENGINEER's services.

5.3 Advertisements, Permits, and Access
Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's services or PROJECT construction.

5.4 Timely Review
OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counsel/or, accountant, auditor, bond and financial advisors, and other consultants as OWNER deems appropriate; and render in writing decisions required by OWNER in a timely manner.

5.5 Prompt Notice
OWNER will give prompt written notice to ENGINEER whenever OWNER observes or becomes aware of any development that affects the scope or timing of ENGINEER's Services, or of any defect in the work of ENGINEER or construction contractors.

5.6 Asbestos or Hazardous Substances
5.6.1 If asbestos or hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.
5.6.2 If asbestos is suspected, ENGINEER will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.
5.6.3 If hazardous substances other than asbestos are suspected, ENGINEER will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.
5.6.4 Client recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

5.7 Contractor Indemnification and Claims
5.7.1 OWNER agrees to include in all construction contracts the provisions of Article 4.3. ENGINEER's Personnel at Construction Site, and provisions providing contractor indemnification of OWNER and ENGINEER for contractor's negligence.
5.7.2 OWNER shall require construction contractor(s) to name OWNER and ENGINEER as additional insureds on the contractor's general liability insurance policy.

5.7.3 OWNER agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers:

"Contractors, subcontractors, and equipment and material suppliers on the PROJECT, or their sureties, shall maintain no direct action against ENGINEER, ENGINEER's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the engineering services performed. OWNER will be the only beneficiary of any undertaking by ENGINEER."

5.8 OWNER's insurance
5.8.1 OWNER will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

5.8.2 OWNER will provide for a waiver of subrogation as to all OWNER-carried property damage insurance, during construction and thereafter, in favor of ENGINEER, ENGINEER's officers, employees, affiliates, and subcontractors.

5.9 Litigation Assistance
The Scope of Services does not include costs of ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by OWNER. All such Services required or requested of ENGINEER by OWNER, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed.

5.10 Changes
OWNER may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

ARTICLE 6. GENERAL LEGAL PROVISIONS
6.1 Authorization to Proceed
Execution of this AGREEMENT by OWNER will be authorization for ENGINEER to proceed with the work, unless otherwise provided for in this AGREEMENT.

6.2 Reuse of PROJECT Documents
All reports, drawings, specifications, documents, and other deliverables of ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT. Whether the PROJECT is completed or not, OWNER agrees to indemnify ENGINEER and ENGINEER's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these PROJECT documents.

6.3 Force Majeure
ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of ENGINEER. In any such event, ENGINEER'S contract price and schedule shall be equitably adjusted.

6.4 Termination
6.4.1 This AGREEMENT may be terminated for convenience on 30 days' written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter.

6.4.2 On termination, ENGINEER will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

6.5 Suspension, Delay, or Interruption of Work
OWNER may suspend, delay, or interrupt the Services of ENGINEER for the convenience of OWNER. In such event, ENGINEER'S contract price and schedule shall be equitably adjusted.

6.6 No Third-Party Beneficiaries
This AGREEMENT gives no rights or benefits to anyone other than OWNER and ENGINEER and has no third-party beneficiaries.

6.7 Indemnification
6.7.1 ENGINEER agrees to indemnify OWNER for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of ENGINEER, ENGINEER's employees, affiliated corporations, and subcontractors in connection with the PROJECT.

6.7.2 OWNER agrees to indemnify ENGINEER from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of OWNER, or its employees or contractors in connection with the PROJECT.

6.8 Assignment
This is a bilateral personal Services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

6.9 Consequential Damages
To the maximum extent permitted by law, ENGINEER and ENGINEER's affiliates, corporations, officers, employees, and subcontractors shall not be liable for OWNER's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect ENGINEER against indirect liability or third-party proceedings, OWNER will indemnify ENGINEER for any such damages.

6.10 Jurisdiction
The substantive law of the state of the PROJECT site shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

6.11 Severability and Survival
6.11.1 If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

6.11.2 Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

6.12 Materials and Samples
Any items, substances, materials, or samples removed from the PROJECT site for testing, analysis, or other evaluation will be returned to the PROJECT site within 60 days of PROJECT closeout unless agreed to otherwise. OWNER recognizes and agrees that ENGINEER is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.

6.13 Engineer’s Deliverables
Engineer’s deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by ENGINEER are for OWNER or others’ convenience. Any conclusions or information derived or obtained from these files will be at user’s sole risk.

6.14 Ownership of Work Product and Inventions
All of the work product of the ENGINEER in executing this PROJECT shall remain the property of ENGINEER. OWNER shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the PROJECT shall remain the property of the ENGINEER.

6.15 Residency Verification Clause
Pursuant to Neb. Rev. Stat. § 4-114 et seq., each party shall 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.

6.16 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.

ARTICLE 7. ATTACHMENTS, SCHEDULES, AND SIGNATURES
This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:
Attachment A—Letter Proposal South Papillion Creek at 168th Street Conceptual Design Project, dated June 10, 2016
IN WITNESS WHEREOF, the parties execute below:

For OWNER, dated this 21st day of June, 2016

Signature  Don Kelly
Name (printed)  Don Kelly
Title  Chairman

For ENGINEER, CH2M HILL Engineers, Inc., dated this 10th day of June, 2016

Signature  Douglas E. Simon
Name (printed)  Douglas E. Simon, PE
Title  Vice President

Approved as to Form:

Deputy Sarpy County Attorney