RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN THE AGREEMENT WITH HGM ASSOCIATES INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR BRIDGE 30, LOCATED AT 48TH AND CORNHUSKER OVER PAPIO CREEK (EASTBOUND) BRIDGE REDECK

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;

WHEREAS, Sarpy County desires to enter into an agreement ("Agreement") with the firm of HGM ASSOCIATES INC for construction engineering services in conjunction with Bridge #30 (Sarpy County Inventory Number), C007730630 (State Bridge Inventory Number) located at 48th and Cornhusker Road over the Papillion Creek (Eastbound) re-deck, in Sarpy County;

WHEREAS, the Agreement is for services that are unique, non-competitive, and professional; and

WHEREAS, entering into the Agreement with HGM ASSOCIATES INC is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT this Board hereby approves and adopts the Agreement for professional services with HGM ASSOCIATES INC, a copy of which is attached hereto, and any other related documents, the same being approved and adopted by the Board.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk are hereby authorized to execute on behalf of this Board, the Agreement.

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 22nd day of March, 2016.
MEMORANDUM

To: Sarpy County Board of Commissioners
From: Dennis L. Wilson, P.E., PhD, County Engineer
Subject: HGM Associates, Inc. for Construction Engineering Services
Date: March 17, 2016

I recommend approval of the Agreement with HGM Associates, Inc. for Construction Engineering Services for project C-77(13-3) Bridge #30 located at Cornhusker Road at 48th Street over the Papio Creek (eastbound) Bridge Re-Deck for a fee of $110,446.86.

DLW/bjh
March 15, 2016

Mr. Bill Herr
Project Administrator
Sarpy County Public Works Department
15100 South 84th Street
Papillion, Nebraska 68046

Subject: Sarpy County – Cornhusker Road over Papio Creek
(Eastbound) Bridge Redeck
Project No. C-77(13-3)
HGM Project No. 760115

Dear Mr. Herr;

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for construction engineering services for the referenced project. This agreement consists of this letter, the General Provisions labeled as Exhibit A, the Scope of Services labeled as Exhibit B, and the Manhours and Fee Estimate labeled Exhibit C.

HGM will provide Basic Services of Construction Administration, Staking, and Observation and Materials Sampling and Testing. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization.

HGM will provide these Basic Services on an hourly basis, on an hourly basis with our total estimated cost to be $110,446.86. HGM may alter the distribution of compensation between services 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. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date.
We anticipate that we will be able to begin work on this project within (30) working days of receiving your authorization to proceed in the form of your acceptance of this agreement. If at any time we are delayed in the performance of these services, we will notify you immediately. Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

Please indicate your acceptance of this agreement by signing where indicated below, and returning one original signed copy to this office. We sincerely appreciate the opportunity to work with you.

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT

Steve W. Moffitt, PE
Vice President

John F. Krager III, PE
Project Manager

Acceptance of Proposal:
Sarpy County

Authorized Signature
Don Kelly, Chairman

Printed Name & Title

Date of Acceptance
3-22-16

Approved as to Form:
Deputy County Attorney

Authorized Signature
Nicole O'Keefe, Deputy County Atty

Printed Name & Title

Date of Acceptance
3-16-16
This is an exhibit attached to and made part of the letter agreement dated March 15, 2016 between: SARPY COUNTY (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

**Entire Agreement:** This Agreement, comprising pages 1 through 2, and Exhibits A, B, and C, is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

**Ownership of Instruments of Service:** All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain these records for a period of ten (10) years, during which period they will be made available to the CLIENT at all reasonable times. CONSULTANT will provide CLIENT with a paper copy of the plans, the specifications, and laboratory test reports for information and reference in connection with the project; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse will be at CLIENT’S sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT’S subconsultants.

**CADD/Electronic Files:** In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

**Termination or Suspension:** If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT’S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days’ written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT’S services. The CONSULTANT’S fees for the remaining services and the time schedules shall be equitably adjusted.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT’S services. The CONSULTANT’S fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

The CLIENT’S rights to use the CONSULTANT’S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service clause above. If the CLIENT requests copies of the CONSULTANT’S Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

**Plan Revisions:** If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes. Fees for these changes will be computed on an hourly basis.

**Information Furnished by CLIENT:** CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

**Information Furnished by Utility Companies:** The utility locations shown on the CONSULTANT’S instruments of service are from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that the utilities shown on the CONSULTANT’S instruments of service comprise all such utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

**Successors and Assigns:** Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.
**Limitation of Liability:** The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT’S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or $100,000 whichever is greater.

**Waiver of Consequential Damages:** Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

**Opinion of Probable Construction Cost:** Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT’s opinion of probable construction cost.

**Construction Phase Services:** (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**Jobsite Safety:** That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the CLIENT’S contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor’s policies of general liability insurance.

**Construction Staking:** That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the CONSULTANT’S compensation received for the particular service, or $5,000.00, whichever is greater.

**Hazardous Materials:** The CLIENT agrees that the CONSULTANT’s scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys’ fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.
**Indemnification:** The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

**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.

**Insurance:** During the course of services provided for by this Agreement, the Consultant shall maintain Worker's Compensation Insurance in accordance with the Worker's Compensation laws of the State of Nebraska; Professional Liability Insurance with a minimum coverage of $1,000,000 per occurrence, $2,000,000 aggregate; Automobile Liability Insurance with a combined single limit coverage of $1,000,000 for each accident; and Commercial General Liability of $1,000,000 per occurrence, $2,000,000 aggregate. For the Commercial General Liability and Automobile Liability Insurance, the Client is to be named as an additional insured on the insurance coverage identified in this section. In addition, the insurance coverage identified in this section shall be kept in force during the life of the Agreement and if there is any event of cancellation or, or material change in any of the insurance coverage, the Consultant shall notify the Client within thirty (30) days. The Consultant shall furnish proof of insurance coverage, if requested by the Client.

**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.

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Rev 150118
EXHIBIT B
SCOPE OF SERVICES

CONSTRUCTION ADMINISTRATION, STAKING, AND OBSERVATION AND
MATERIALS SAMPLING AND TESTING SERVICES FOR SARPY COUNTY -
PROJECT NO. C-77(13-3)
HGM PROJECT NO. 760115

HGM Associates, Inc (HGM) will furnish Construction Administration and full time Observation Services during the construction phase of the project based on 75 working days (based upon Construction Start = July 15, 2016 and anticipated Construction End = October 31, 2016, 17-anticipated rain days and 1-holiday (Labor Day)). We have assumed 100 percent average on-site Observation based on 75-working days on an 8.5-hour work day, starting at the date of the Contractors Notice to Proceed. The length of the construction administration contract will be 169 calendar days which allows 30 calendar days to be spent prior to construction preparing and 30 days after the completion date to complete project close out and record drawings.

In the performance of these services, HGM shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. HGM shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes or orders applicable to the Contractor furnishing and performing the work. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. These services shall in no way relieve the Contractor of complete supervision of the work or the Contractor's obligation for complete compliance with the drawings and specifications. Specific services performed by the HGM are as follows:

1. Pre-construction Conference - At the date and time selected by Sarpy County (Owner) and at facilities provided by the Owner, conduct a pre-construction conference. HGM will prepare an agenda for the conference, record and distribute meeting minutes to those in attendance. The pre-construction conference will include:
   a. Discussion of the following:
      i. Contractor's tentative schedule;
      ii. Procedures for transmittal and review of the Contractor's submittals;
      iii. Processing payment applications, frequency of payment, and deadline for submittal of pay request;
      iv. Critical work sequencing;
      v. Field Orders and Change orders;
      vi. Record documents;
      vii. Contractor's responsibilities for safety and first aid; and
      viii. Procedures for dealing with unforeseen problems will be developed and discussed.
   b. Discussion of utilities point of contact, utility locations and conflicts, critical work sequencing and scheduling, and procedures for dealing with unforeseen problems.
   c. Discussion of weekly Progress Meeting time and location.

2. Progress Meetings – Weekly progress meetings shall be conducted on site during the project construction time frame. HGM project manager will prepare meeting attendance
sheets and agendas, conduct the meetings, record and distribute meeting minutes for a maximum of 16 meetings over the course of the contract.

3. **Review Contractor's Submittals** – HGM will coordinate Contractor submittals, for equipment, materials, and construction. All requests for variations from the contract documents will be reviewed with the Owner before issuing an approval to the contractor. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

4. **Construction Observation** - HGM will furnish Construction Administration and full time Observation Services during the construction phase of the project based on 75-Working days. The scope is for full time inspection 8.5-hours a day during the 75-Working day period. Perform Construction Observation of the general progress of the work to assist in determining if the work is proceeding in accordance with the plans and specifications. All discrepancies will be reported to the Owner, and Contractor. The Owner's Project Manager shall approve corrective measures prior to correcting work.
   
   a. We have assumed on site visits by the HGM project manager as issues needing attention arise as well as periodic site visits.

5. **Construction Reporting** – HGM will provide a Daily Work Report and Diary (collection of authorized Daily Work Reports) for each day of construction activity on the project. In addition, a field diary will also be kept as a record of the daily construction activities.

6. **Project Documentation** - Compile documentation to support the basis of all Requests for Information (RFI), Field Orders, Work Change Directives, and Change Orders.

7. **Pay Requests** – Pay requests will be generated by HGM. HGM is responsible for verifying the quantities of work, which are the basis of the payment request.

8. **Process Field Orders and Change Orders** - HGM will review field orders and coordinate the preparation of change orders that are agreed to by the contract parties. Documentation to support the basis for the claim will be developed, as well as justification for change to the contract price. HGM will review field order requests and they will be discussed with the Owner before they are developed into change orders.

9. **Drawing Interpretation** – HGM will provide any contractor questions to the Owner. HGM has assumed only enough staff time to process information from the Contractor to the County and to document decisions resulting from interpretations provided by the County.

10. **Substantial Completion** - Upon receipt of written notification from the Contractor of substantial completion, HGM will schedule a walk through with the Owner and Contractor. HGM will conduct the substantial completion walk through to identify items to be completed or corrected prior to accepting substantial completion. HGM will prepare substantial completion punch list and distribute to the Owner and Contractor.

11. **Final Inspection** – HGM will schedule a final walk through with the Owner and Contractor. HGM will conduct the final completion walk through to identify items requiring completion or correction prior to final payment. Prepare final completion punch list and distribute to the Owner and Contractor.

12. **Record Drawings** – HGM will maintain record drawings and specifications at the job site based on site observation and the Contractor's record drawings. This information will be combined and one set of hand record drawings will be provided to the Owner at the completion of the project.

13. **Construction Staking** – HGM shall perform construction staking for the project and the scope of the services are estimated as follows.
a. Establish Control-Maintain, verify and establish horizontal and vertical control points as needed.
b. Limits of Construction-Stake the limits of construction at a minimum of 100 foot intervals including any major angle points.
c. Removals-Stake removal lines as needed per phase.
d. Grading-Stake points along the edge of pavement with offsets and along centerline as needed for subgrade preparation.
e. Paving-Stake the top edge of concrete on an offset at 50 foot intervals on tangent lines, points of curvature, points of reverse curves, points of compound curves, points of tangent with a minimum of three points on each curve, at twenty-five foot intervals on horizontal and vertical curves, and curb cuts on an offset line.
f. Shim Shots—Locate and determine elevations along each girder line at an interval specified by the engineer for the purpose of determining the shim thicknesses required when forming the bridge deck.

14. Construction Testing

HGM shall provide construction monitoring and testing services through a sub-consultant agreement with Thiele Geotech, Inc (TG). These services have been requested prior to and during pavement subgrades, structural backfill, pipe bedding and backfill, embankment, and concrete pavements. TG proposes to provide testing services in the following manner:

a. Review soil materials proposed for use as structural fill as needed, and run laboratory tests to determine the soil description and compaction characteristics of fill materials found on and off site as required by the geotechnical report’s recommendations, or project related information.
b. TG shall provide an engineering technician to observe the placement of embankment fill on an as requested basis. The TG technician would run field density tests to document the quality of the fill and help us evaluate compliance with the project specifications.
c. TG shall provide an engineering technician to run field density tests to document the quality of trench backfill and help us evaluate compliance with the project specifications. Field samples will be obtained for laboratory gradation testing. The project manager will report the test results and any related opinions regarding compliance of the work with the project specifications to your designated representative as the work progresses.
d. TG shall provide a technician to observe the final prepared pavement subgrade prior to installation of the concrete pavement sections. The TG technician would run field density tests to document the quality of the fill and help us evaluate compliance with the project specifications. The project manager will report the test results and any related opinions regarding compliance of the work with the project specifications to your designated representative as the work progresses.
e. TG shall provide an inspector/technician on an as-required basis during the construction of the PCC construction and concrete pavements for field inspections. TG will sample and test aggregate materials of batched concrete. We will sample and test the concrete for slump, air entrainment and temperature, and will cast sets of 4 compressive strength specimens for the reinforced and sets of 4 for pavement concrete placed on-site. In addition, concrete cores samples will be obtained for thickness testing per the City of Omaha requirements.
f. TG shall transmit test data electronically through a web-based reporting system, or distribution at the client’s preference. Field copies will be provided as testing is performed to your designated field representative if requested. Reports will be reviewed by our project manager and transmitted within 48 hours to the
designated personnel. Field testing results will be e-mailed in a PDF format upon completion of laboratory testing.
g. Sets of 6 for pavement concrete placed on-site. In addition, concrete cores samples will be obtained for thickness testing per the City of Omaha requirements.
h. TG shall transmit test data electronically through a web-based reporting system, or distribution at the client’s preference. Field copies will be provided as testing is performed to your designated field representative if requested. Reports will be reviewed by our project manager and transmitted within 48 hours to the designated personnel. Field testing results will be e-mailed in a PDF format upon completion of laboratory testing.

15. Storm Water Pollution Prevention Plan (SWPPP) - SWPPP observation and reporting services are not required during construction due to the area of ground disturbance being less than 1.0 acres.

16. Project Management – Project management services will be provided including:
   a. HGM will distribute construction notices which will be door hangers only. The Owner shall provide HGM with a GIS map of the distribution area and a sample letter to be edited by HGM.
   b. Contact utilities, distribute a project map, and schedule a utility meeting (if required),
   c. Contract management and invoicing,
   d. Preparation of meeting agendas and minutes,
   e. Other general project management tasks as required for the project based on the current scope and construction completion schedule of 75 working days.
## EXHIBIT C
### MANHOURS AND FEE ESTIMATE

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**Total Hours:** 58

**Hourly Rate:**
- Principal: $0.00
- Project Mgr: $60.19
- PE (Civil): $34.80
- Constr Obser: $32.00
- PE (Structural): $43.41
- Admin: $20.50
- RLS: $54.49
- CADD Tech: $20.50
- Crew Chief: $54.49
- Instr Person: $34.20
- Total: $24.75

**Amount per Discipline:**
- Principal: $0.00
- Project Mgr: $3,491.21
- PE (Civil): $3,832.97
- Constr Obser: $21,008.00
- PE (Structural): $2,344.14
- Admin: $2,255.30
- RLS: $217.96
- CADD Tech: $478.80
- Crew Chief: $828.00
- Instr Person: $594.00
- Total: $956

**TOTAL DIRECT LABOR:** $33,020.58

**OVERHEAD:** 155.00% $51,181.91

**TOTAL DIRECT LABOR PLUS OVERHEAD:** $84,202.49

**FIXED FEE:** 15.0% $12,630.37

**SUBCONSULTANTS (Thiele Geotech):** $13,634.00

**TOTAL FEE:** $110,466.86
EXHIBIT C
MANHOURS AND FEE ESTIMATE

Cornhusker Rd over Big Papio Creek (Eastbound) Bridge Re-Deck
C-77 (13-3)
Sarpy County, Nebraska
HGM Project No: 760115

Date: 2/19/2016
Revised date: 2/26/2016

Proposed Project Start Date: 7/15/2016
Proposed Completion Date: 10/31/2016

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TOTAL MANHOURS 0 55 110 657 54 11 4 14 24 24

On-site Observation @ 8.5 hrs/day 638

TOTAL ANTICIPATED OBSERVATION HOURS 638