CERTIFICATE

I he undersigned hereby certify that re the (Mail person and Clerk of Sanitary and Improvement District Number 291 of Sarpy County, Nebraska. (the Thistri nd herelis lint her ecn i fy as lb lions.

I. Annexed to this certificate is a True and correct transcript of the proceedings of the Retard of Trustees of the District relating to a meeting of said District held on the date and at the dram reflected in the meeting minutes contained in said foregoing transcript (the "Meeting"). All of the proceedings of the District and of the Board of Trustees thereof which are set out in the annexed and foregoing transcript have been fully recorded in file journal of proceedings of the District and the undersigned District Clerk has carefully compared the annexed and foregoing transcript with said journal and ss ith the records and files rat the District sshich are in such Clerk's official custody and said transcript is a full, true and complete copy of said journal. records and tiles sshich are set out therein.

2. Advance notice lisr the Meeting was given by publication as set lbrth in the ,d11das it of publication contained in the foregoing transcript and was mailed to the Clerk °I'M,: municipality or enmity w ithin whose zoning jurisdicl ion the District is located at as seven days prior to the date of Me Meeting. Advance notice for the Meeting. including notice of agenda subjects. was given to all members of the Board of Trustees. All news media requesting notification of meetings of said body were provided ss ith ads ance notice of the times and places of such meetings and the subjects to be discussed.

3 All of the subjects addressed at the Meeting were contained in the agenda for the Meeting. which agenda was kept continually current and readily available Ibr public inspection at the address listed ill the meeting notice for the Meeting and a copy of which is attached to this Certificate, such subjects were contained in said agenda for at least 2-1 hours prior to the Meeting and each agenda item svas sufficiently descriptive to give the public reasonable notice of the /natters to be considered at the Meeting.

4. A current copy of the Nebraska Open Meetings Act was :wail:ile and accessible to members of the public, posted during the Meeting in the room in which such Meeting was held and all in attendance at the Meeting were informed that such copy of the Nebraska Open Meetings Act was available for review and were informed oldie location of such copy in the room in which such Meeting was being held. Al least one copy of all resolutions and other reproducible written materials. for which actions are shown in said proceedings. was nude available for examination and cops ing by members of the public at the Meeting

5. The minutes of the Meeting were in written form and assailable for public inspection within ten (101 working days after the Meeting or prior to the next convened meeting, whichever occurred earlier. at the office of the District within thirty {30) days alter the date of the Meeting. a copy of the minutes °law Meeting was sent In the Clerk of the municipality or county within whose zoning jurisdiction the District is located.

6 No litigation isnow pending or threatened to restrain or ordain suance and delivery of any warrants or other obligations issued by the District or the levy and colleciun altos or' other rovmres Or relating to any of the improsements for w hick am such warrants or other obligations were or are issued nu r in s ty mminer questioning Me proceedings and authority under which any such warrants or other obligations were or are issued or affecting the validity thereof: neither the corporate existence or boundaries of the District nor the title of its present officers to their respective offices is being contested: no authority or proceedings Su the issuance of any warrants or other obligations Iis the District have been repealed. yes eked or rescinded as of the date hereof All actions taken by the Board of Trustees referred to in said transcript were taken at a public meeting while open to the attendance of the public.

IN WITNESS W1111121101 [1]. we have het illmscd our oflieial trig Ittires this 6th day of May 2013.

Chairperson

Clerk

MINUTES OF THE MEETING OF TIIE BOARD OF TRUSTEES OF SANITARY AND IMPROVEMENT DISTRICT NO. 291 OF SARPY COUNTY, NEBRASKA HELD ON MAY 6, 2013

The meeting of the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska was convened in open and public session at 9:00 A.M. on May 6, 2013 at 13903 So. 47'[illegible] Street, Bellevue, Nebraska.

Present at the meeting were Trustees Loren Johnson. Jim Emmons, Ryan Larsen, Chad Larsen and Paula Johnson.

Notice of the meeting was given in advance thereof by publication in The Bellevue Leader on May 1, 2013, a copy of the Proof of Publication being attached to these minutes. Notice of the meeting was simultaneously given to all members of the I3oard of Trustees and a copy of their Acknowledgment of Receipt of Notice is attached to these minutes. Availability of the agenda was communicated in the published notice and in the notice to the Trustees of this meeting. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public.

The Clerk then certified that notice of this meeting had been given to the Sarpy County Clerk, Papillion, Nebraska at least seven days prior to the time set by the Board of Trustees for this meeting and filed his Certificate to that effect, said Certificate being attached to these minutes and made a part hereof by this reference.

The Chairman then stated that a copy of the Nebraska Open Meeting Laws was available Mr review and inspection and stated the location of said copy in the room in which such meeting was being held.

The Chairman then presented the Cully executed Dissemination Agent Agreement and the Clerk was directed to attach a copy to these minutes.

The Chairman next presented the Contract for Engineering Services between the District and Lamp Rynearson & Associates in connection with Whitetail Creek, Phase 2. for

providing engineering services whereupon, a motion was duly made. seconded and upon a roll call vote of "aye" by the Trustees. the Chairman was authorized and directed to execute said Contract on behalf of the District and the Clerk was directed to attach a copy to these minutes.

The Chairman then presented the Contract for Financial Advisor/Fiscal Agent Services between the District and Kuehl Capital Corporation as the Financial Advisory to provide services as outlined in said Contract. Following review and discussion, a motion was duly made, seconded and unanimously adopted authorizing the Chairman to execute said Contract and the Clerk was directed to attach a copy to these minutes.

The Chairman then presented the Disclosures by Underwriter from First National Capital Markets and Agreement to Purchase Obligations, wherein First National Capital Markets services as underwriter in connection with the purchase of the District's debt obligations. Following review and discussion, a motion was duly made, seconded and unanimously adopted authorized the Chairman to execute said Disclosure and Agreement on behalf of the District and the Clerk was directed to attach a copy to these minutes.

The Chairman then presented the following statements payable from the General Fund Account of the District:

a) Omaha Public Power District for electrical services.	52,788.40
b) Lamp Rynearson & Associates for engineering services. (417. 18. 19)	52,248.12
c) Todco Barricade Company for barricades. (#112585, 112757)	$816.03
d) Bankers Trust for administration fee for General Fund Warrants. (49309)	$500.00
e) Utilities Service Group or sewer maintenance. (#9834)	$4,050.00

The Chairman then advised that Kuehl Capital Corporation is now due and owing advisory structuring fees for the $10,402.55 of General Fund warrants issued at this meeting and that the agreed upon charge for said advisory structuring fees for said warrants is two and one-half percent or 5260.07.

The Chairman then advised that First National Capital Markets is now due and owing underwriting fees for the $10,662.62 of General Fund warrants issued at this meeting and that the agreed upon charge for said underwriting fees for said warrants is one and one-half percent or SI59.94.

The Chairman then presented the statement of Bankers Trust for administration fee for processing Construction Fund warrants in the sum of $500.00 and the Clerk was directed to attach a copy to these minutes.

The Chairman then advised that Kuehl Capital Corporation is now due and owing advisory structuring fees for the 5500.00 of Construction Fund warrants issued at this meeting and that the agreed upon charge for said advisory structuring fees for said warrants is two and one-half percent or $12.50.

The Chairman then advised that First National Capital Markets is now due and owing underwriting fees for the $512.50 of Construction Fund warrants issued at this meeting and that the agreed upon charge for said underwriting fees for said warrants is one and one-half percent or $7.69.

Then, upon motion duly made, seconded and upon a roll call vote of aye" by the Trustees. the following resolution was adopted:

> RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska that the Chairman and Clerk be and hereby are authorized and directed to execute and deliver Warrant Nos. 398 through 408. inclusive, of the District. dated the date of this meeting, to the following payees for the following services and in the following

amounts, said warrants to draw interest at the rate *of* 7% per annum, Warrant Nos. 398 through 405, inclusive, to be made payable from the General Fund Account of the District and to be redeemed no later than three years from the date hereof being May 6, 2016; and Warrant No. 406 through 408, inclusive, to be made payable from the Construction Fund Account of the District (interest to be payable on February 1 of each year) and to be redeemed no later than five years from the date hereof being May 6, 2018, subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska after notice is given as required by law: to-wit:

I) Warrant No. 398 for $2,788.40 payable to Omaha Public Power District fir electrical services.

2) Warrant No. 399 for $2,248.12 payable to Lamp Rynearson & Associates for engineering services.

3) Warrant No. 400 for $816.03 payable to 'rodeo Barricade Company for barricades.

4) Warrant No. 401 for $500.00 payable to Bankers Trust for administration fees for processing General Fund warrants.

5) Warrant No. 402 for $3,000.00 and Warrant No. 403 for $1,050.00 all payable to Utilities Service Group for sewer maintenance.

6) Warrant No. 404 for $260.07 payable to Kuehl Capital Corporation for advisor fees for General Fund warrants issued at this meeting.

7) Warrant No. 405 for $159.94 payable to First National Capital Markets for underwriting fees for General Fund warrants issued at this meeting.

8) Warrant No. 406 for $500.00 payable to Bankers Trust for administration fee for processing Construction Fund warrants.

9) Warrant No. 407 for $12.50 payable to Kuehl Capital Corporation for advisor fees for Construction Fund warrants issued a this meeting.

10) Warrant No. 408 for $7.69 payable to First National Capital Markets for underwriting fees for Construction Fund warrants issued at this meeting.

"[hen upon motion duly made, seconded and upon a unanimous roll call vote of "aye" by the Trustees, the following resolution was adopted:

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 291 M· Sarpy County. Nebraska, that both they and the District hereby find and determine and covenant. warrant and agree that (a) the facilities for which the above Warrants arc issued are for essential governmental functions and arc designed to serve members of the general public on an equal basis; (b) that there are no persons with rights to use said Facilities other than as members of the general public; (c) ownership and operation of said facilities is with the District or another political subdivision; (d) none of the proceeds of the Warrants will be loaned to any persons and to the extent that special assessments have been or are to be levied for any said facilities, such special assessments have been or are to he levied under Nebraska law as a matter of general application to all property specially benefitted by such facilities in the District; (c) the development of the land in the District is for residential or commercial use; (1) the development of the land in the District for sale and occupation by the general public is proceeding with all reasonable speed and (g) the District hereby authorizes and directs the Chairperson or Clerk to tile, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code of I 986 pertaining to the above Warrants.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County,

Nebraska that the District hereby covenants. warrants and agrees as follows: (a) to take all actions necessary under current federal law to maintain the tax exempt status (as to taxpayers generally) of interest on the above Warrants: and (b) to the extent that it may lawfully do so, the District hereby designates the above Warrants as its "qualified tax exempt obligations" under Section 265(b)(3)(13)00 of the Internal Revenue Code as amended and covenants and warrants that the District does not reasonably expect to issue warrants or bonds or other obligations aggregating in the principal amount of more than 55,000,000 during the calendar year in which the above Warrants are to be issued.

BE IT FURTHER RESOLVED BY II IF. Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska that this and the preceding Resolutions are hereby adopted as the Certificate with Respect to Arbitrage of the District pertaining to the above Warrants and the District and the Chairperson and Clerk of the District hereby further certify, as of the date of the registration of the above Warrants with the County Treasurer of Sarpy County, Nebraska, as Follows:

| . No separate reserve or replacement fund has been or will be established with respect to the above Warrants. The District reasonably anticipates that monies in its Bond Fund reasonably attributable to the above Warrants in excess of the less of: (a) 10% of the net principal proceeds of the above Warrants, (b) the maximum annual debt service due on the above Warrants, or (c) 125% of average annual debt service due on the above Warrants will he expended for payment of principal of and interest on the above Warrants within 13 months after receipt of such monies. That amount which is currently held in the District's Bond Fund which exceeds the amount which is to be expended for payment of principal and interest on the above Warrants within 13 months after receipt of such monies, plus the amount arrived at pursuant to the immediately preceding sentence, will not be invested in any securities or any other investment obligations which bear a yield, as computed in accordance with the actuarial method, in excess of the yield on the above Warrants.

2. To the best of their knowledge, information and belief, the above expectations are reasonable.

3. The District has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its bonds.

4. This Certificate is being passed, executed and delivered pursuant to Sections 1.148-2 (b) (2) of the Income Tax Regulations under the Internal Revenue Code of 1986, as amended, and under the Internal Revenue Code of 1986.

The Chairman then presented the engineer's estimate for the construction of ¦ Sanitary Sewer, Storm Sewer and Paving - Section II, together with an estimate of the total cost o [said ¡mprovement prepared by Lamp Rynearson & Associates, engineers for the District, which cost estimate, including engineering fees, legal fees, fiscal fees. administration costs and other miscellaneous costs is in the sum of $2,311,936.88.

After discussion, the Resolution contained in Exhibit "A ¯, attached hereto and by this reference incorporated herein was duly introduced, seconded and upon a roll call vote of "aye" by the Trustees, was unanimously adopted: the Trustees then passed the following resolution:

RESOLVED by the Board of Trustees of Sanitary and ¦mprovement District No. 291 of Sarpy County, Nebraska that the hearing on the proposed Resolution of Advisability and Necessity for the construction ol ¦ Sanitary Sewer, Storm Sewer and Paving - Section II shall be held at 13903 So. 4T ¦h Street, Bellevue, Nebraska at 9:00 a.m. on May 29. 2013 at which time owners of property within the District who might become subject to assessment for the improvements contemplated by the proposed Resolution of Necessity may appear and make objections to the proposed improvements and if a petition opposing the proposed Resolution of Advisability and Necessity, signed by the property owners representing a majority of the front footage which might become subject to assessments for the cost of said improvements, as set out in the Resolution, is filed with the Clerk of the District within three days before the date

set for hearing on such Resolution, such Resolution shall not be passed.

HE IT FURTHER RESOLVED that the notice of said hearing shall he given by publication in the Bellevue Leader, a legal newspaper of Sarpy County, Nebraska For two consecutive weeks on May 15 and May 22, 2013, which publication shall contain the entire wording of the proposed Resolution and that notice shall be given by posting same in three consecutive places within the boundaries of the District as required by Section 31-745 R.R.S. and further, that the Clerk of the District shall give notice not less than seven days prior to said hearing to the Sarpy County Clerk of Papillion. Nebraska as required by Section 31-727.02 R.R.S.

There being no further business o conic before the meeting, the meeting was adjourned.

Loren Johnson hairman

Jim Emmons, Clerk

AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA

1 SS.

County of Sarpy

Being duly sworn, upon oath, Shon Barenklau deposes and says that he is the Publisher or Kirk Iloffinan deposes and says that he is the Business Manager of the Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor, legal newspapers of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached. was printed in the said newspaper once each week, the first insertion having been on:

Wednesday, May 1, 2013 Bellevue Leader

And that said ne .spaper is a legal newspaper under the statutes of the State of Nebraska. The above facts e Within my personal knowledge.

[redacted]

Shon Barenklau OR Kirk Hoffman
Publisher Business Manager

Today's Date 04-30-2013
Signed in m presence and sworn to before me:

Notary Public

Printer's Fee $ 9.84
Customer Number 40972
Order Number; 0001630727

ULLtNKAMP, DUYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144

NOTICE OF MEETING

SANITARY AND IMPROVEMENT
DISTRICT NO. 291
OF SARPY COUNTY, NEBRASKA

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County. Nebraska will be held at 9 00 a. on May 6, 2013 at 13903 So 47th Street Bellevue. Nebrasks which meeting will *be* open to the public. An agenda for such meeting, kept continuous-n current is available for Public insPeerien 11440 West Center Road. Omaha. Ne a and includes the payment of Ni bills of the District

wren Johnson Chairman

16:10721 511

ACKNOWLEDGMENT OF RECEIPT OF
NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska do hereby acknowledge receipt of advance notice of a meeting Board of Trustees of said District and the agenda for such meeting held at 9:00 A.M. on May 6, 2013 at 13903 So. 47th Street, Bellevue, Nebraska.

DATED this 6th day of May 2013.

Paula Johnson

CERTIFICATE

The undersigned being Clerk of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska hereby certifies that Notice of a Meeting of the Board of frustees of said District held on May 6, 2013 was mailed to the Sarpy County Clerk, Papillion, Nebraska at least seven days prior to the date of said meeting.

The undersigned further certifies that the agenda for the meeting of the Board of Trustees of said District was prepared and available for public inspection at the address designed in the notice of meeting published in the Bellevue Leader on May 1, 2013 and that no items were added to the agenda after the commencement of the meeting; and further, that the minutes for the meeting were available for public inspection within ten (10) days of the date of said meeting and that a copy of the minutes of this meeting were sent to the Sarpy County Clerk of Papillion. Nebraska within thirty days from the date of this meeting.

Clerk

DISSEMINATION AGENT AGREEMENT

This Dissemination Agent Agreement (the "Agreement") is executed and delivered by Sanitary and Improvement District No. 291 of Sarpy County, Nebraska (the "Issuer") and Batters Trust Company, as dissemination agent (the "Dissemination Agent"), in connection with the outstanding debt obligations as listed in Exhibit A(the "Indebtedness").

Section 1, Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer and the Dissemination Agent for the benefit of the Bondholders/Warrantholders (including any beneficial owners thereof when the bonds are held in a book-entry system) of the Indebtedness.

Section 2. Duties, Immunities and Liabilities of the Dissemination Agent. The Dissemination Agent shall, on behalf of the Issuer, make the filings with the Municipal Securities Rulemaking Board ("MSRB"), through the Electronic Municipal Market Access ("EMMA") centralized online system, necessary to comply with the Issuer's undertakings in relation to the Indebtedness adopted by the resolutions of the Issuer (collectively, the "Undertakings"). The Undertakings are hereby incorporated by reference into this Agreement as if set forth herein. The Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it inay incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall not he responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Agreement.

Section 3. Termination of Reporting Obli vjt i4 ·1s. The Issuer's obligations under this Agreement shall terminate immediately once all of the Indebtedness is no longer outstanding by reason of legal defeasance, redemption. or payment at maturity thereof. This Agreement, or any provision hereof, shall be null and void in the event that the Issuer obtains an opinion of nationally recognized bond counsel to the effect that those portions of the Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 C.F.R. § 240.15c2 12) (the "Rule") which require the Undertakings, are invalid, have been repealed retroactively or otherwise do not apply to the Indebtedness; provided that the Issuer shall have provided notice of such delivery and the cancellation of the Undertakings to the MSRB.

Section 4. Beneficiaries. This Agreement shall inure solely to the benefit of the Issuer, Dissemination Agent, and the BondholderstWarrantholders (including any beneficial owners thereof when the Bonds are held in a book-entry system) from time to time of the Indebtedness, and shall create no rights in any other person or entity.

Section 5. Compensation. The Issuer hereby agrees to compensate the Dissemination Agent for the services provided and the expenses inclined pursuant to this Agreement. in the amount of S250 annually (see Fee Schedule attached as Exhibit B).

Section 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

Section 7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

BANKERS TRUST COMPANY, as Dissemination Agent

By: _____

Authorized Officer

ISSUER ___ ‡7v D isact I

By: _____

Authorized Signer

Dated: _____ O &D13

4838-3321-5241.2

EXIIII3IT A

OUTSTANDING DEBT OBLIGATIONS

EXHIBIT B

FEE SCHEDULE — DISSEMINATION AGENT

T

72S1

DISSEMINATION AGENT FEE

$250 (annual fee)

As Dissemination Agent, Bankers 'Dust (the ¯Agent") will disclose the required documentation under the Rule to the MSRR via the Electronic Municipal Market Access (EMMA) system. The Issuer will provide the information required in the Undertakings to the Agent. through the Fiscal Agent as appropriate. The Dissemination Agent will not be responsible for compiling any of the information required under the Rule.

Fees arc subject to terms and conditions of the Agreement between Bankers Trust Company and Issuer as described herein.

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

3JCDC

ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

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A Practice Division of the
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This Agreement has been prepared for use with the Standard General Conditions of the Constmetion 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 Guido to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TI IIS IS AN AGREEMENT effective as of March 19 , 2013 ("Effective Date) between

STD. No. 291 of Sarpy County (Whitetail Creek) ("Owner") and

Lamp, Rynearson and Associates. Ine. ("Engineer¯).

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

Public Impmvemems for Whitetail Creek. Lots I08-238 ("Project").

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

Engineering study. design, and construction administration.

Owner and Engineer further agree as 11)11 mvs:

ARTICLE I – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.0 I *Genera!*

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 he 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.

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ARTICLE 3— SCHEDULE FOR RENDERING SERVICES

3.01 *Connnencement*

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

3.02 *Tune 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 he 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 arc 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 &upon receipt.

4.02 *Payments*

A. Application *to Interest old 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 60 days after receipt of Engineer's invoice, then:

I. 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) conpu from said 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.

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.

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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 Pet forrmance*

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-Ern ished 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 6.0IA, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by

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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 6.01A, 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.

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 (EICDC 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. (lanes of tlieEngineer revised document arc available for review.

11. 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, Engineeds 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.

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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 A l .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 scaled 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 arc 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 he 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 (he 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: (I) 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

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modification of the 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 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 Supplementmy Conditions pre aced bathe 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 there under.

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 that-renewal-will nut 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 ip to 90 days upon seven days written notice to Engineer.

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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 (lays 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:

I) 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 (he 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 ease 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 6.0513 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.

13 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. I, 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

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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 6.07.13 the assigns of Owner and Engineer) are hereby bound to the ether party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other patty, 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.

3. Owner agrees that the substance of the provisions of this Paragraph 6.07.0 shall appear in the Contract Documents.

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 14 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 1-1, 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.

13. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other han those disclosed in writing to Engineer, exist at the Site.

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C. If Engineer encounters or learns of an undisclosed Constituent of Concerti at the Site, then Engineer shall notify (I) 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 he 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 (i f any) required in Exhibit I, Limitations of Liability.

C. Environmental Indemnification: To the fullest extent permitted by law, Owner shall indemnity 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 (I) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to Minty 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

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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 he 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 he performed for or furnished to Owner by Engineer in accordance with Pmt 2 of Exhibit A of this Agreement.

2. *Agreement*— This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph R.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 n accordance with Part 1 of Exhibit A of this Agreement.

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5. *Construction Contract* — The entire and integrated written agreement between Owner and Contractor concerning the Work.

6. *Construction Cost*— lire 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. §§960I et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (e) the Resource Conservation and Recovery Act, 42 H.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.; (0 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. ApprowdReviewed Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

10. *Connector*— 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.

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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 inclined 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 "12PR" 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 he 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.

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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.

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

F. Exhibit F, Construction Cost Limit. NOT INCLUDED

G. Exhibit G, Insurance.

H. Exhibit 11, Dispute Resolution.

I. Exhibit I, Limitations of Liability.

J. Exhibit J, Special Provisions. NOT INCLUDED

K. Exhibit K, Amendment to Owner-Engineer Agreement.

L. Exhibit L, Whitetail Creek lots 108-206 Final Plat.

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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 /Up cement 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 anything 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.

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

Owner:
S.I.U. No. 291% Sarpy Cou tetail Creek

By. _____

Title: _____ Arefi1/44[1]-1 _____

Date Signed: 5-6-13

Engineer:
Lamp, Rynearson & Associates, Inc.

By: _____ Ts /(7 7Ve241.[4]. _____
Loren M. Steens%

Title; Senior Vice President _____

Date Signed: _____

Engineer License or
FiltdS Certificate No. CA0130B _____
State of: Nebraska _____

Address for giving notices:

Fullenkamp, Doyle & Jobeun

11440 West Center Road, Suite C

Omaha, NE 68144

Designated Represen ve (Paragraph 8.03.A):

Mr. Brian Doyle

Title: Attorney

Phone Number: 402-334-0700

Facsimile Number: 402-334-0815

E-Mail Address: brianafdilaw.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):

Mr. Tory Atkins

Title: Principal

Phone Number: 402-496-24%

Facsimile Number: 402-496-2730

E-Mail Address: Terry.AtkinsALRA-inc.com

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EXHIBIT A
Engineer's Services

Engineer shall provide Basic and Additional Services as set forth below and in accordance with the schedule included at the end of this Exhibit A.

BASIC SERVICES

A1.01 *Study Phase*

A. Engineer shall

I. Consult with Owner to define and clarify Owner's requirements for the Project and available data.

2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which arc not part of Engineer's Basic Services.

3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.

4. Identify and evaluate alternate solutions available to Owner and after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.

A 1.02 *Preliminary Design Phase*

A. Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of preliminary drawings of the Project.

2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.

3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

4. Based on the information contained in the Preliminary Design Phase documents, prepare an opinion of probable Construction Cost and assist Owner in collating the various cost categories which comprise Total Project Costs.

5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: None.

6. Furnish review copies of the Preliminary Design Phase documents and any other deliverables to Owner and review them with Owner. Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.

7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and any other deliverables.

B, Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit I' is a part of this Agreement).

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from • Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on. behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.

4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will he to enable Engineer to better cany out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.

10. *Requests for Information::* The Engineer shall provide, with reasonable promptness, written responses to "Requests for Information" from the Contractor for clarification and interpretation of the requirements of the Contract Documents. Such services shall be provided as part of the Engineer's basic services. However, if the Contractor's requests for information, clarification or interpretation are, in the Engineer's professional opinion, for information readily apparent from reasonable observation of field conditions or a review of the Contract Documents, or are reasonably inferable therefrom, the Engineer shall be entitled to compensation for Additional Services in accordance with Exhibit C, for the Engineer's time spent responding to such requests.

I I. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.

12. *Shop Drawings and Samples:* Review or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted, Unless Engineer specifically requests that Shop Drawings be submitted for review, Engineer will not accept, review or transmit any Shop Drawing submittals not specifically requested.

13, *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

14. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

15. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

16. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

    b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should he paid.

17. *Contractor's Completion Documents.'* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record

documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph Al .05A.I I. Unless Engineer specifically requests that Shop Drawings be submitted for review, Engineer will not accept, review or transmit any Shop Drawing submittals not specifically requested.

18. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a Statement of Completion to Owner.

19. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables; None.

20. *Final Payment to Contractor:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors.

C. *Limitation of Responsibilities?* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

ADDITIONAL SERVICES

A2.0I *Additional Services Requiring Owner 's Written Authorization*

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished tinder Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study Phase alternative solutions beyond those identified in Paragraph A1.01AA.

5. Services required as a result of Owner's providing incomplete or ncorrect Project information to Engineer.

6. Providing renderings or models for Owner's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, :Me schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.

tn. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

11. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

12. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

13. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

14. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.

15. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

16. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.

17. Preparation of operation and maintenance manuals.

18. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

19. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

20. Assistance in connection with the adjusting of Project equipment and systems.

21. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

22. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.

23. Overtime work requiring higher than regular rates.

24. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

I. Services in connection with work change directives and change orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or ndireet result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (I) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.8.

8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.

9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

This is EXHIBIT B, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 26, 2013.

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. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

4. 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. 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.

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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.

IL 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:

I. Accounting, bond and financial advisory, independent cost estimating, nd 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 constructahility 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.

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

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.

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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.

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EXHIBIT C

Payments to Engineer for Services and Reimbursable Expenses

CI.0 I *CompolSollon far Basic Services (including Resident Project Representative)* *Lump Sum* *Attalla" of Payment*

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

I. **A hump** Sum amount of **$388 884 00** based on **the** following estimated distribution of compensation:

Sanitary Sewer Design	541112
b. Interceptor Sewer Fees (Non-Omaha)	S1,114
c. Storm Sewer Design	$45.066
d. Storm Sewer Land Acquisition	$4,428
e. Paving Interior Design	$70,018
C Water Interior	$53,53 2
g. Water Exterior	$2.982
h. Power	$13.836
i. Sanitary Sewer Interior C.A.	541.412
j. Storm Sewer C.A.	545.066
k, Paving C.A.	$70,0 I 8

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 hump Stun includes compensation for Engineers 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 he based upon Engineer's estimate or the percentage of the total services actually completed during the billing period.

B. Period of Service: **The** compensation amount stipulated in this Exhibit Cis conditioned on a period of service not exceeding 18 months. If such period of service is extended. the compensation amount for Itngincer's services shall he appropriately adjusted.

C1.02 Compensation far Additional Services

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

I 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.

B. Compensation For Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C1.01 and arc directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Paragraph C1,03.

2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15,

4. The Reimbursable Expenses Schedule will be adjusted annually (as of April I) to reflect equitable changes in the compensation payable to Engineer.

C. Compensation For Standard Hourly Rate Payments:

1. For Additional Services, Owner shall pay Engineer 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 services performed on the Project at the rates set forth in Paragraph C1.04,

D. Other Provisions Concerning Payment For Additional Services:

I. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.

2. *P'acion:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

CI.03 Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

Schedule #2

04101/12 — 03/30/13

LAMP, RYNEARSON & ASSOCIATES, INC.
MISCELLANEOUS CHARGES — OMAHA, NEBRASKA

A. SUBSISTENCE:
Subsistence for employees away from headquarters shall be chargeable in accordance with the per diem schedule published by the Corps of Engineers (Travel Bulletin No. 91-01). (A copy will be provided upon request.)

B. TRANSPORTATION:
Automobile transportation shall be charged for at the maximum IRS employee reimbursable rate per mile plus 15% for travel in connection with work on the project. Costs to Lamp, Rynearson & Associates, Inc., for commercial travel shall be chargeable at the actual cost incurred by Lamp, Rynearson & Associates, Inc.

C. MATERIALS:
All materials other than normal office supplies which are used by Lamp, Rynearson & Associates, Inc., in connection with the rendering of services shall be chargeable at actual cost plus 15 percent to cover general overhead and administration.

D. REPRODUCTIONS:
All direct process reproduction work performed by Lamp, Rynearson & Associates, Inc., shall be charged at the locally accepted commercial rate for such work. All outside photographic and direct-process reproduction costs advanced by Lamp, Rynearson & Associates, Inc., in connection with the rendering of services shall be charged at actual cost plus 15 percent to cover general overhead and administration.

E. SPECIAL EQUIPMENT:
The following items of special equipment, when used by Lamp, Rynearson & Associates, Inc., shall be charged for at the following rates:

Leica TCRP1201 Total Station	20.00/Hr.	
Leica TCM Total Station	15.00/Hr.	
Leica TCA Total Station w/RCS	30,00/Hr.	
Leica GPS Base & Rover		
Geodetic	62.00/H r.	
Construction Staking/Topographic	33.00/Hr.	
4X4 ATV Polaris Ranger	20.00/Hr.	
Plots (Color)	2.50/SF (bond)	6.00/SF (mylar) 6.00/SF (photo paper)
Plots (B&W)	0.15/SF (bond)	1.10/SF (mylar)

All of the above rates are exclusive of operator.

Specialty material exclusive of above Plotter Rates.

F. FILING FEES AND OTHER COSTS ADVANCED:

All filing or permit fees and other similar outside costs which are advanced or paid by Lamp, Rynearson & Associates, Inc., shall be chargeable at actual cost plus 15 percent to cover general overhead and administration.

Periodically, this schedule may be revised and updated by Lamp, Rynearson & Associates, Inc., who reserves the right to substitute the new miscellaneous charges schedule upon 30 days' notice.

C1.04 Standard Hourly Rates Schedule

A. Standard Hourly Rates:

I. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hour Rates will be adjusted annually (as of April I) to reflect equitable changes In the compensation payable to Engineer.

3. The Standard Hourly Rates apply only as specified in Exhibit C.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Lamp, Rynearson & Associates, Inc.
HOURLY RATE SCHEDULE - OMAHA, NEBRASKA
April 1, 2012 - March 30, 2013

	t11 ;Oa,.
Principal I	$183.00
Principal II	$202.00
Principal Ill	$216.00
Principal IV	$255.00
Princi•al V	$271.00
1:1 r(e11012	
Engineering Intern I	$52.00
En•ineerin• Intern II	$51.00
Project Eng I	$80.00
Project Eng II	$86.00
Project Eng III	$94.00
Project Eng IV	$102.00
Sr Project Eng I	$101.00
Sr Project Eng II	$113.00
Sr Project Eng III	$126.00
Sr Pro ect Eng IV	141.00
,1 +01 1.4?41	
Project Mgr I	$117.00

Project Mgr II	$123.00
Project Mgr III	$133.00
Sr Project Mgr I	$136.00
Sr Project Mgr II	8143.00
Sr Project Mgr III	$153.00
Sr Project Mgr IV	$164.00
Sr Pro•ect Msr V	$176.00
i4tord1a147118' 11111 ¯vmilil von=	
Engineering Tech I	$67.00
Engineering Tech II	$70.00
Engineering Tech HI	$75.00
Engineering Tech IV	$83.00
Sr Engineering Tech I	$81.00
Sr Engineering Tech II	$88.00
Sr Engineering Tech III	$92.00
Sr Engineering Tech IV	$94.00
CAD Manager	110.00
Ir1;13/1 1433 ID1 1.1 0'11/ NIE11fr	
Project Designer I	$71.00
Project Designer II	$82.00
Project Designer III	$87.00
Project Designer IV	$95.00
Project Administrator I	$64.00
Project Administrator II	$73.00
Project Administrator III	$80.00
Pro•ect Administrator IV	$89.00
	431.1 1,11-1'1 ¯e;■
Acct Assistant I	$51.00
Acct Assistant II	$60.00
Acct Assistant III	$69.00
Administrative Asst I	$51.00
Administrative Asst II	$59.00
Administrative Asst Sr I	$69.00
Administrative Coord	$74.00
Client Development	$82.00
Client Development MGR	$155.00
Controller	$138.00
Graphic Designer I	$71.00
HR Manager	$106.00
IT Applications Manager	$109.00
IT Department Manager	$150 00
IT Intern I	$44.00
IT Tech I	$53.00
IT Tech II	$64.00

Marketing Asst I	$44.00
Marketing Asst II	$53.00
Marketing Coord I	$62.00
Marketin•Coord II	$71.00
Si.01 i;tLira'	
Field Tech Apprentice	$45.00
Field Tech I	$52.00
Field Tech II	$59.00
Field Tech III	$66.00
'MI Iit.	Lv.,svle
Party Chief I	$67.00
Party Chief II	$76.00
Part Chief III	$83.00
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Land Surveyor I	87.00
Land Surveyor U	$97.00
Land Surveyor III	$109.00
Sr Land Surveyor I	$123.00
Sr Land Surveyor II	$139.00
Sury Proj Manager I	$80.00
Sury Proj Manager II	$99.00
Sury Proj Manager III	$116.00
Sr Sury P Man I	$126.00
Sr Sury P Man II	$146.00
Survey Technician I	$68.00
Survey Technician II	$73.00
Sr Survey Tech I	$76.00
Sr Surve Tech II	$83.00
Observer I	$49.00
Observer II	$58.00
Observer III	$71.00
Observer IV	$77.00
Observer V	$87.00
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Const Coord I	$85 00
Const Coord II	$93 00
Const Coord III	$102 00
gr6011.1	
Construction Eng I	$71.00
Con truction Eng II	$79.00
Con truction Eng III	$86.00
Con truction Eng IV	$94.00

Construction Eng V	$101.00
Sr Construction Eng I	5113.00
Sr Construction Eng II	$124.00
Sr Construction Eng III	$134.00
Sr Construction Eng IV	$145.00
Sr Construction En. V	$155.00

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GIS Intern I	$44.00
GIS Intern II	$51.00
GIS Technician	$59.00
GIS Specialist I	$67.00
GIS Specialist II	$79.00
Sr GIS Specialist I	$83.00
Sr GIS Specialist II	$91.00
Sr GIS Specialist III	$98.00
GIS Manager	$138.00
3D A. slication Specialist IV	$66.00

'fit,(01D' 18±Cillia* 1p',1}'

Land Planner I	$68.00
Land Planner II	$76.00
Land Planner III	$84.00
Sr Land Planner I	$97.00
Sr Land Planner II	$110.00
Sr Land Planner III	$123.00
Sr Land Planner IV	$139.00
Sr Landscape Architect V	$155.00

These charges include full compensation for payroll costs, general overhead, administration and anticipated profit on labor. Charges for items other than labor which are applicable to the project are listed on Schedule #2.

Personnel usually perform duties related to their classification; however, in the interest of efficiency, personnel with diversified experience may perform several types of work; in all cases, charges will be made according to payroll classification and not according to the type of work performed.

This is EXHIBIT D, consisting of 4 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 26, 2013.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative.

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

DI.01 *Resident Project Representative*

A. *Engineer* shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work, The RPR may provide full time representation or may provide representation to a lesser degree.

B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph-A1,04-of Exhibit A of the Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

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c. Assist in obtaining from Owner additional details or information , when required for proper execution of the Work.

5. *Interpretation of Contract Documents.'* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. Shop Drawings and Samples:

a. Record date of receipt of Samples and approved reviewed Shop Drawings.

b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been—appsowd reviewed by Engineer.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. Review of Work and Rejection of Defective Work:

a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Prqject that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in process that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

9. Inspections, Tests, and System Start-tips:

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b, Verify that tests, equipment, and systems start-ups and operating and maintenance training arc conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative o the test procedures and systems start-ups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. Records:

a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives,

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addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions or change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

d. Maintain records for use in preparing Project documentation.

e. Upon completion of the Work, furnish original set of all RPR Project documentation to Eng

11. Reports:

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by ContractOr are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

a. Participate in visits to the Project to determine Substantial Completion, assist in the determinatio: of Substantial Completion and the preparation of lists of items to be completed or corrected.

b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.

e. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Statement of Completi f Acceptability f th W rk (Lxhibit-E).

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D. Resident Project Representative shall not:

I. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept shop drawing or sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

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This is EXHIBIT G, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 26, 2013.

Insurance

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

06.04 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: Statutory

b. Employer's Liability --

1) Each Accident: $100 000
2) Disease, Policy Limit: $600,0,00
3) Disease, Each Employee: $100 000

c. General Liability --

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

d. Excess or 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 %mom

f. Profession& Liability —

1) Each Claim Made $000 000
2) Annual Aggregate $ L000 000

g. Other (specify): $ —

2. By Owner:

a. Workers' Compensation: Statutory

b. Employer's Liability --

I) Each Accident $ 100 000
2) Disease, Policy Limit $500 000

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3) Disease, Each Employee $100 000

c. General Liability --

1) General Aggregate: $2 000 000
2) Each Occurrence (Bodily injury and Property Damage): $1 000.000

d. Excess Umbrella Liability --

I) Each Occurrence: $ 1,000,000
2) General Aggregate: $1 000 (100

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

Each Accident: $1,990,Q0c).

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:

Lamp, Rynearson & Associates, Inc. _____
Engineer

b. _____
Engineer's Consultant

c. _____
Engineer's Consultant

2. 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. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

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This is EXHIBIT H, consisting of I pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 26, 2013.

Dispute Resolution

Paragraph 6.08 of the Agreement s amended and supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

A Mediation: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mediator by both Engineer and Owner and experienced in resolving arising for the performance of services. Owner and Engineer agree to participate in the mediation process in good faith. The process shall he conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (I) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction,

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AI,03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

I. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

4. Perform or provide the following additional Final Design Phase tasks or deliverables; None.

5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, mid assist Owner in the preparation of other related documents. Following receipt, Owner shall submit to Engineer any comments or instructions for revisions.

6 Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.0323.6 have been delivered to Owner.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

I. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.

2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.

3. Provide information or assistance needed by Owner in the course of any negotiations h prospective contractors.

4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.

5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.

This is EXHIBIT I, consisting of I pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 26, 2013

Limitations of Liability

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to the Amount of $300,000.* Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total amount of $300,000.

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Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____

OWNER:	ENGINEER. Lamp, Rynearson & Associates, Inc.
By: _____	By: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

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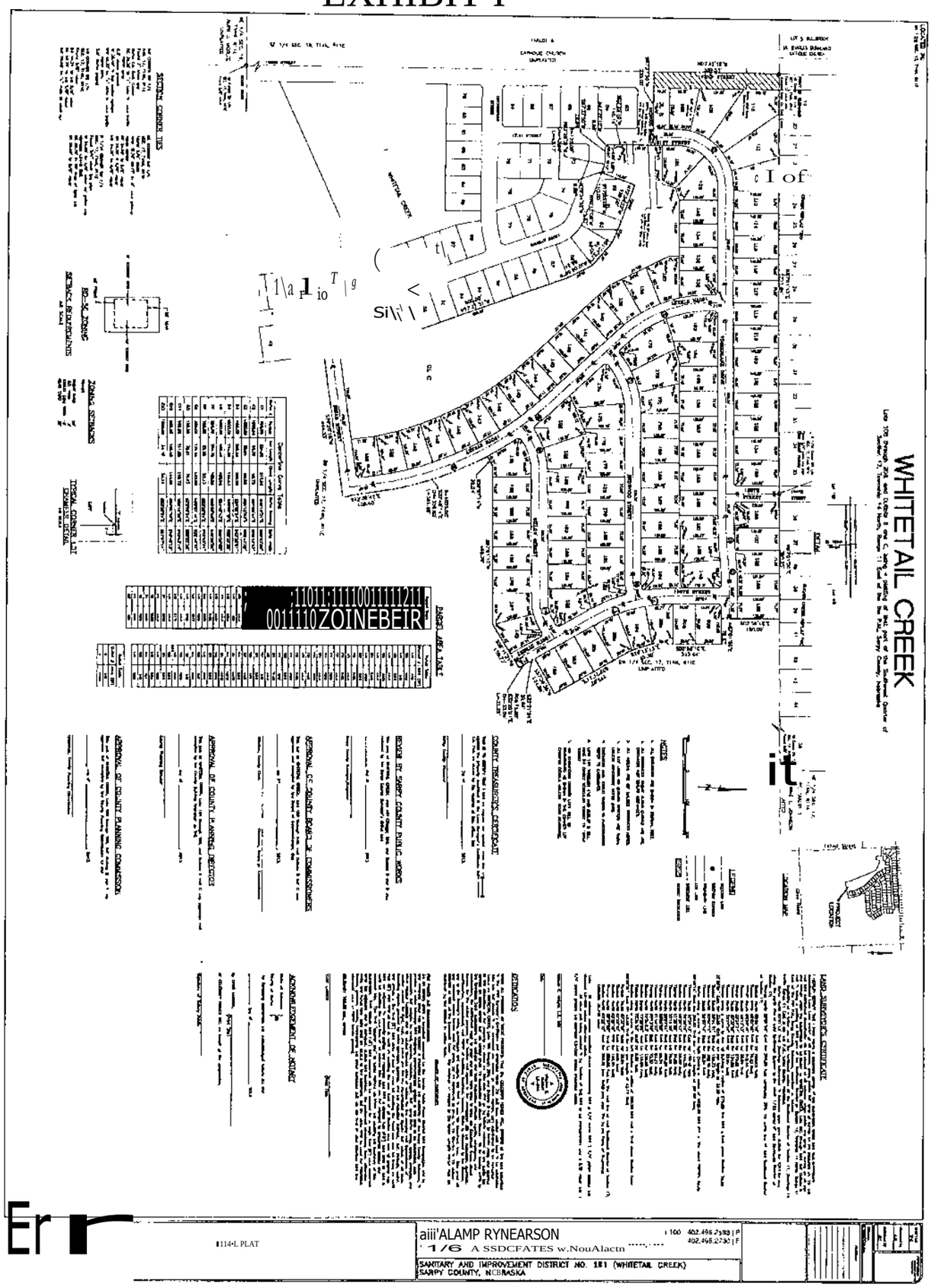
EXHIBIT I



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SANITARY AND IMPROVEMENT DISTRICT NO. 181 (WHITETAIL CREEK)
SARPY COUNTY, NEBRASKA

CONTRACT FOR FINANCIAL ADVISOR/FISCAL AGENT SERVICES

THIS CONTRACT FOR FINANCIAL ADVISOR/FISCAL AGENT SERVICES (together with the attached Exhibits, this "Contract") is entered into and is effective as of _____ 2013 (the "Effective Date") by and between **SANITARY AND IMPROVEMENT DISTRICT NO. 291 OF SARPY COUNTY IN THE STATE OF NEBRASKA** (the "District"), as its sole beneficiary, and **KUEHL CAPITAL CORPORATION** (the "Financial Advisor").

l. **Definitions.** All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with federal and state law, except where the context clearly indicates a different meaning.

2. Term of Engagement. This Contract shall be for an initial term beginning on the Effective Date and ending on June 30. 2015, subject to earlier termination pursuant to the provisions of Paragraph 9 and 10 hereof Effective at the end of each fiscal year, beginning June 30, 2014, the term of this Agreement shall extend for an additional year beyond the then end of the term unless one party gives the other party notice, not less than ninety (90) days prior to the end of a fiscal year, that such party does not agree to such extension of the term.

3. Basic Services. The Financial Advisor is hereby engaged by the District as an independent contractor to perform, in accordance with industry best practices and in the best interest of the District, such portions of the work which may include but is not limited to those items outlined in Exhibit A (which is attached hereto and incorporated as a part of this Contract) (the "Financial Advisor Services"). The Financial Advisor shall be compensated for performing such Financial Advisor Services as provided in Exhibit B. which is attached hereto and incorporated as a part of this Contract.

4. Records and Accounts. The Financial Advisor shall maintain all records and accounts in connection with the Financial Advisor Services performed pursuant to this Contract in the manner and for at least the length of time prescribed by federal and state rules, regulations and industry standard guidelines governing financial advisors.

5. No Underwriting. The Financial Advisor covenants and agrees that neither it nor any person who serves as an officer or employee of the Financial Advisor will directly or indirectly act as or on behalf of an underwriter for any bonds, warrants or other obligations issued by the District.

6. No Conflict of Interest; Termination of Prior Agreements. The Financial Advisor shall advise the District of any business relationship (formal or otherwise) which may in any way be (or be construed to be) a conflict of interest. Prior to the expiration of the existing agreement between the District and the Financial Advisor, the District shall enter into a new agreement with a with a recognized municipal bond underwriting firm to underwrite the issuance of the District's indebtedness upon substantially the same terms and conditions set forth in the existing agreement between the District and the Financial Advisor dated March 29, 2011 (the "Existing Agreement¯) or such other terms and conditions that are acceptable to the District in the District's sole discretion. Upon the execution and delivery of the new agreement between the District and the new municipal bond underwriting firm, the Existing Agreement shall terminate; provided, however, the termination of the Existing Agreement shall in no way release or discharge the Financial Advisor from any liabilities. costs, penalties, fines or damages resulting from or

arising from any act or omission by the Financial Advisor prior to the termination of the Existing Agreement. The Financial Advisor hereby acknowledges that it previously conducted business with the District under the Existing Agreement, including arms-length commercial transactions, and that at the time of such transactions the Financial Advisor had financial and other interests that differed from those of the District in regards to the issuance and sale of the District's obligations.

7. Fiduciary Relationship. The Financial Advisor acknowledges pursuant to this Contract that it has a fiduciary duty to the District under the federal securities laws and is required to act in the best interests of the District without regard to its own financial or other interests.

8. No Other Compensation. The Financial Advisor covenants and agrees that neither it nor any person who serves as an officer or employee of the Financial Advisor will receive or accept any compensation or other benefit or tangible thing of material value from any person or entity in connection with the issuance of any obligations or the incurrence of any indebtedness by the District or related to the Financial Advisor Services provided herein other than compensation pursuant to this Contract.

9. Termination for Default. Either party may terminate this Contract for failure of the other party to fulfill or promptly fulfill its covenants or obligations under this Contract.

(a) Upon a breach by one party of any covenant or obligation under this Contract, the non-breaching party shall send written notice of such breach to the other party. If the party in breach does not cure or remedy such breach within 30 business days of receiving such written notice, the non-breaching party may terminate this Contract immediately.

(b) If this Contract is terminated by reason of a default of the Financial Advisor prior to the completion of Financial Advisor Services under this Contract, the Financial Advisor shall immediately assign to the District, at the District's discretion, any contracts and/or agreements relative to this Contract entered into between the Financial Advisor and its subcontractors and consultants. The Financial Advisor also shall (i) immediately discontinue all work and services affected (unless the notice directs otherwise), and (ii) upon payment for work performed, promptly deliver to the District all studies, reports, documents, specifications, calculations, plans, estimates, summaries and other information and materials accumulated in performing this Contract.

10. Termination upon Annexation. This Contract will automatically terminate upon annexation of the District according to applicable Nebraska state law by a city with the authority to complete such annexation; provided all fees of the Financial Advisor hereunder have been paid in full.

11. Ownership of Documents. All studies, reports, documents, estimates, summaries and any other written materials produced, created or accumulated in performing this Contract and delivered to the District are and shall remain the property of the District and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Financial Advisor.

12. Liability. The District agrees that the Financial Advisor's total liability under this Contract, for any reason, including but not limited to any negligence by or of the Financial Advisor, shall not exceed the actual damages of the District. Neither the District nor the Financial Advisor shall he liable for any special, incidental, punitive or consequential damages to the other resulting from the breach of this Contract.

13. Assignment. This Contract is a professional service agreement which relies upon the personal and professional integrity and expertise of the Financial Advisor to provide professional services to the District, the Financial Advisor may only assign its obligations, rights, duties or interest in this Contract to an affiliate of the Financial Advisor or any corporation, firm or other entity into which the Financial Advisor may merge or consolidate or to which the Financial Advisor may sell all or substantially all of its assets, provided the assignee accepts all the rights and obligations hereunder.

14. Consultants and Subcontractors. Prior to the engagement of any consultants or subcontractors, the Financial Advisor shall submit for approval by the District a list of any consultants or subcontractors the Financial Advisor intends to engage to perform work and/or services related to this Contract; provided however, that the Financial Advisor does not anticipate the need to engage any consultants or subcontractors in the performance of Financial Advisor Services covered under this Contract.

15. Notices. All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid or e-mailed (with hard-copy follow-up by mail or delivery) and addressed as follows:

To the District: Fullenkamp, Doyle and Jobeun
11440 West Center Road, Ste. C
Omaha, Nebraska 68144
Attention: Mr. Brian Doyle

To the Financial Advisor: Kuehl Capital Corporation
14747 California Street, Suite 1
Omaha, Nebraska 68154
Attention: Mr. Robert A. Wood
Email: rwood(041suehIcapital.com

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when delivered.

16. Independent Contractor. The Financial Advisor is engaged as an independent contractor, and the Financial Advisor shall accomplish all of the Financial Advisor Services provided for herein in such capacity. The District, the Chairman or other agents of the District will have no control or supervisory powers as to the detailed manner or method of the Financial Advisor's performance of the subject matter of this Contract.

17. Time Is of the Essence. Both the District and the Financial Advisor expressly agree that time is of the essence with respect to this Contract, and any schedule for completion of tasks pursuant to this Contract shall be observed accordingly; provided, however, that the District

and the Financial Advisor understand and agree that delays in the performance of Financial Advisor Services pursuant to this Contract due to circumstances or events outside the control of the parties shall result in a reasonable revision of the schedule and shall not constitute a default under this Contract.

18. Amendment. This Contract may be modified only by a written amendment of subsequent date hereto, approved by the District and the Financial Advisor. In the event the Financial Advisor's scope of work is increased or changed so as to materially increase the scope of Financial Advisor Services, the Financial Advisor may seek to amend this Contract.

19. Nonwaiver. Failure by either party to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law, or failure by either party to notify the other party properly in the event of default, or the acceptance of or payment for service or review or approval of any document shall not release either party from any of the obligations of this Contract and shall not be deemed a waiver of any right of either party to insist upon strict performance hereof or any of its rights or remedies to a prior or subsequent default hereunder.

20. Remedies Cumulative. The rights and remedies contained in this Contract shall not be exclusive but shall be in addition to all rights and remedies now or hereafter existing whether by statute, at law or in equity; provided, however, neither party may terminate its duties under this Contract except in accordance with the provisions hereof

21. Headings. The section headings of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.

22. Severability. In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.

23. Entire Agreement. This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the District and the Financial Advisor concerning this Contract. Neither the District nor the Financial Advisor has made or shall be bound by any agreement or any representation to the other concerning this Contract, which is not expressly set forth or incorporated by reference herein.

24. Construction and Enforcement. This Contract shall be construed and enforced in accordance with the laws of the State of Nebraska.

25. Authority of the Parties. Each of the parties to this Contract, and each person signing this Contract on behalf of such party, represents and warrants to the other party to this Contract as follows: (a) that such party has full power and authority to execute, deliver and carry out the terms and provisions of this Contract; (b) that such party has taken all necessary action to authorize the execution, delivery and performance of this Contract; (c) that the individual(s) and/or entities executing this Contract on such party's behalf have the authority to bind it to the terms and conditions of this Contract; and (d) that this Contract has been duly executed and delivered by such party.

26. Parties Bound. This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.

27. Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Contract was approved and duly executed by the Chairman of Sanitary and improvement District No. 291 of SARPY County this _____ day of _____, 2013.

SANITARY AND IMPROVEMENT DISTRICT NO. 291 OF SARPY COUNTY IN THE STATE OF NEBRASKA

By _____
(Signature)

Byr„Z;
(Printed name)

Title: Chairman

9827 5661-7714

IN WITNESS WHEREOF, this Contract was duly executed by the Financial Advisor this day of _____ , 2013.

KUEIIL CAPITAL CORPORATION

By _____
Name: Robert A. Wood
Title: Managing Director

EXHIBIT A

SCOPE OF SERVICES
FINANCIAL ADVISOR/FISCAL AGENT CON TRACT

The Financial Advisor will provide Financial Advisor Services, which may include, but are not limited to:

A. Strategic Services

1 Project financial feasibility analysis

(a) Evaluate assumptions for feasibility analysis as provided by developer and engineer and conduct qualitative analysis of subjective inputs to feasibility/debt structure discussion.

(b) At request of developer, attorney or engineer, meet with city/county planning officials to assist in negotiation on behalf of the District to determine scope and timing of infrastructure improvements to be installed.

(c) Conduct build-out analysis to analyze impact of scope and timing of improvements, quality and timing of reimbursables and to project timing and volume of bond issuance.

(d) Conduct cash flow analysis based on proposed cost of public improvements taking into account anticipated special assessments to be levied and projected general obligation costs to determine the Bond Fund levy necessary to cash flow the debt of the District given reasonable assumptions.

(e) Advise District, engineer and attorney as to the aggregate principal amount of construction fund warrants to be issued and timing of issuance based on build-out of the District.

(1) Advise District as to optimal financing structure regarding installation of public improvements.

2. Identify funding options (public sale vs. private placement, institutional vs. retail, negotiated vs. competitive) and recommend best choice given current market conditions.

3. Negotiate initial warrant and bond fiscal commitment with underwriter and secure financing commitment on behalf of the District.

4. Provide the District with an impact analysis on public improvement cost changes which are in excess of original estimates; including the impact such overruns will have on cash flow, debt issuance, budget and Bond and General Fund levies.

5. Annual budget analysis and recommendations

   (a) Conduct annual budget cash flow analysis and, upon consultation with attorney, accountant, engineer, developer and District, recommend Bond Fund and General Fund tax levies.

   (b) Make recommendations for cash management, and adjustment to financing plan / debt structure to best suit pace of development and current market conditions.

Assist the District in determining the most appropriate method for receiving underwriting proposals and evaluating such proposals.

   (a) Assist the District in the selection of an underwriter, paying agent and other finance team members as needed. Assist District in determining the best firms to meet the needs of the District, and assist in negotiating final terms, conditions and fees.

   (b) Contact underwriters to generate interest in submitting a proposal for a debt issuance, including underwriters located in Nebraska and active in the sanitary and improvement district debt industry.

   (e) Assist in the selection and designation of Bond Counsel and Disclosure Counsel on behalf of the District. The fees of the professionals shall be paid by the District in the form of fee warrants or cash.

7. Conduct ongoing analysis of the outstanding debt of the District and identify opportunities to optimize structure and rates.

   (a) Meet with the District to establish timing parameters for a particular financing and identify financing needs and issues.

   (b) Notify the District of potential refunding opportunities, identifying specific full or partial issues that may qualify to be refunded based on current or forecasted market conditions.

   (c) Attend meetings of the District, as requested and respond to the District's general or specific inquiries regarding its debt.

B. Transaction-Related Services

1. Assist District and attorney in addressing resident concerns related to proposed project and related financing.

   (a) Develop a detailed strategy to highlight key credit strengths and address areas of concern. Assist in the preparation of a thorough credit presentation.

   (b) Attend District Court hearings for new money issuance of bonds and provide expert testimony, as required.

2. Advising District regarding the method of sale for particular transactions, taking into account market conditions and other factors.

   (a) Discuss potential financing structures with the District and determine the best approach given the District's goals.

   (b) Conduct analysis and size bond transaction appropriately for tax-exempt issuance compliance.

   (c) Advise on the general timing of the sale of bonds and/or warrants, taking into consideration major economic indicators, competing large bond sales that may impact the District's pricing, changing economic conditions, length of approval processes, and District scheduling concerns.

   (d) Negotiation of various deal documents with underwriter, Bond Counsel, Disclosure Counsel, and other professionals with respect to debt instruments.

3. Initial Disclosure

   (a) Work with Disclosure Counsel in the preparation of warrant Offering Circular, including coordinating updates from District, and deliver to underwriter in appropriate format.

   (b) Prepare an "Addendum" to the Warrant Offering Circular and deliver to the underwriter in appropriate format when new debt is issued.

   (c) Assist in the preparation of Bond Preliminary Official Statement and Final Official Statements and deliver to underwriter in appropriate format.

4. Warrant Issuance

(a) Review meeting minutes and resolutions specific to warrants issued.

(b) Prepare IRS Form 8038-G and 8038-GC for registered warrants.

(c) Package warrants and meeting minutes for review by Bond Counsel and act as point of contact between District and Bond Counsel to address any deficiencies that need to be addressed to acquire tax-exempt legal opinion.

(d) Coordinate the registration of warrants with County Treasurer.

(e) Coordinate endorsement of warrants by payees.

(0 Coordinate purchase of warrants by underwriter and payment to contractors.

5. I3ond structuring and issuance

(a) Prepare plan of finance and related transaction timetable.

(b) Model the debt using assumptions specific to the District and the current market environment, advising on appropriate terms and conditions, including structure, maturity schedule and redemption provisions.

(c) Review the final Official Statement and all legal documents to ensure accuracy and completeness. Work with Bond Counsel to ensure all regulatory documentation is filed and assist in the closing process as needed.

(d) Coordinate with Bond Counsel to prepare the authorizing resolution and other documents. Review all draft financing documents. Work with the District and Disclosure Counsel in preparation of the Official Statement.

(e) File "Blanket Letter of Representations" (BLUR) with the Depository Trust Company (DTC) on behalf of the District.

Structure debt issuances in manner complying with applicable Nebraska State statutory requirements, Internal Revenue Service (IRS) code, United States Securities Exchange Commission (SEC)

regulations and Municipal Securities Rulemaking Board (MSRB) rules.

(g) On refunding issues, independently verify payoff amounts on bonds to be redeemed. On advanced refunding issues, provide calculation of net escrow funding requirement, coordinate selection of escrow agent and recommend appropriate investments for escrowed proceeds.

(h) Prepare and present final analysis packet specific to transaction to the District.

(i) Prepare and coordinate with Bond Counsel the filing requirements of the District regarding tax-exempt debt, including filing 8083-G with the Internal Revenue Service.

(j) Coordinate closing activities between District, underwriter and other involved parties (Registrar and Paying Agent, Bond Counsel, Disclosure Counsel, Depository Trust Company, etc.) and address any unforeseen issues that come up prior to settlement to ensure timely closing.

6. Negotiated sales

(a) Identify qualified underwriters in marketplace and advise District as to which underwriter is the best fit for the specific needs of the transaction.

(b) Consult with underwriter to determine the marketability of various alternatives and structures given current market conditions.

(c) Negotiate costs, interest rates, underwriter discount and specific terms on behalf of the District.

(d) Explain to the District the risks associated with transaction as disclosed in the G-23 & (3-17 letters from the underwriter and acknowledge receipt and understanding on behalf of the District.

(c, Assist District with understanding bond pricing and marketing approaches, including advice regarding retail and institutional sales, public vs. private placement and analysis of comparable deals in the marketplace.

(t) Conduct a pre-pricing discussion to update the District on market conditions leading into the pricing period. Hold a pricing call with

the underwriter and the District, present comparable issue pricing to the underwriter as a basis for negotiation, and react and respond to last-minute pricing issues.

Competitive Sales

(a) Identify active SID underwriters in the marketplace and advise District as to what firms are be approached with a request for a bid.

(b) Develop bid request with terms and conditions specific to District's needs and distribute request of proposal to selected bidder(s).

(c) Receive bids from underwriters on pricing date and evaluate bids to verify lowest cost and that the lowest cost bid meets the specified terms and conditions.

(d) Recommend the lowest cost, qualified and best bidder and award bonds to selected bidder.

C. Post-Issuance Services

I. Assist District in preparing and submitting continuing disclosures as they relate to updated financial information, including compiling updated data and assisting Dissemination Agent with ongoing disclosure obligations of the District pursuant to SEC Rule I5 c2-12 under the Securities Exchange Act of 1934, as amended, as applicable. Such information shall include annual operating data, annual audit and material event filings.

2. Research and advise the District concerning aspects of tax exemption and arbitrage on existing debt in cooperation with Bond Counsel, District Accountant and District Attorney, including helping coordinate post issuance compliance ohligations of the District.

3. Manage SID fund balances.

(a) Track Bond Fund and General Fund balances.

(b) Provide investment direction to County Treasurer concerning Bond Fund and General Fund balances.

(c) Coordinate redemption of general fund and construction fund warrants with cash from the Bond Fund or General Fund, as necessary.

Review minutes of District meetings.

5. Coordinate annual interest payment of construction fund warrants

6. Scan all District minutes received from District into electronic format and maintain archive.

7. Scan all warrant legal opinions from Bond Counsel into electronic format and maintain archive. Deliver the same to underwriter.

8. Maintain database of outstanding warrant debt to generate reports by payee, registration dates, maturity date and have the ability to calculate principal and interest payments.

9. Coordinate the periodic reconciliation of District warrant debt with Registrar and Paying Agent and County Treasurer.

10. Track District development by performing periodic site visits and keeping a journalized entry system containing house counts and other significant development events.

11. Track outstanding bond debt to identify and present refunding opportunities to the District.

12. Restructuring and Bankruptcy Services (Chapter 9).

    (a) Restructure debt with complex credit structures.

    (b) Conduct credit analysis.

    (c) Negotiate with creditors/creditor representatives on behalf of the District.

    (d) Work with District and bankruptcy and attorneys to assist in drafting of documents (plan of adjustment, disclosure statement, etc.)

    (e) Execute Plan of Adjustment and confirmed by the Bankruptcy Court.

D. Private Placement/Nontraditional Financing Services

1. Assist the District in identifying prospective investors

2. Provide all of the services listed in Section B and C above, as applicable.

3. Prepare credit package to solicit initial feedback from prospective investors.

4. Present feedback to the District; determine next steps and likely timeline.

5. Assist District with preparation of Purchase Agreement.

6. Assist District and Disclosure Counsel with preparation of Private Placement Memorandum.

7. Assist District with preparation of Investor Letter.

EXHIBIT B

FEES
FINANCIAL ADVISOR CONTRACT

Under the terms of this Contract, the Financial Advisor agrees to perform the Financial Advisor Services described in this Contract. The District agrees, in accordance with the limitations and conditions set forth in the Contract, to compensate the Financial Advisor as follows

1. Exhibit A, Section A. and C. (Strategic Services and Post-Issuance Services). For providing Strategic Services and Post-Issuance Services, the Financial Advisor shall receive a fixed annual fee equal to:

(a) Eight one hundredths of one percent (0.08%) of the taxable valuation of the District as set by the County Assessor as of January I of each year, not to exceed $ 50,000 /per annum. Once the District is completely bonded out but prior to the General Fund operating on a cash basis, the annual fee shall drop to six one hundredths of one percent (0.06%) of the taxable valuation of the District as set by the County Assessor as of January I of each year. After the District's construction debt is completely bonded and the General Fund is on a cash basis, the annual fee structure shall convert to a flat fee of $ 6,000 / per annum.

At the District's election, such fees shall be payable at the beginning of the District's fiscal year or in equal quarterly installments on September 30, December 31, March 31, June 30. The minimum fixed annual fee will be $ 6,000 / per annum.

2. Exhibit A, Section B. and D. (Transaction-Related Services and/or Private Placement Services). For providing Transaction-Related Services and/or Private Placement Services related to the issuance, refinancing or restructuring of any bonds, warrants or other obligations of the District, the Financial Advisor shall receive a consultant fee for structuring as follows:

(a) Warrants. In connection with the issuance of general fund warrants and/or construction fund warrants, a fee payable in warrants at the time of such issuance equal to 2.50 % of the principal amount of the warrants issued.

(b) General Obligation Bonds. In connection with the issuance of general obligation bonds, a fee equal to 4.00% of the principal amount of such bonds. Such fee shall be paid in warrants at the time of the closing of the bonds.

(c) General Obligation Refunding Bonds. In connection with the issuance of general obligation refunding bonds, a fee equal to 3.00% of the principal amount of such bonds.

(d) Other Obligations. In connection with the District's incurrence of other indebtedness, the District and the Financial Advisor shall negotiate a reasonable fee upon terms acceptable to both parties.

First National
Capital Markets
Member FINRA & SIPC

Sanitary and Improvement District No. 291
of Sarpy County. Nebraska

Attn: Bob Doyle

Re: Disclosures by Underwriter
Pursuant to MSRB Rule G-17 & G-23
Debt Obligations of District

Dear Sir/Madam:

We are writing to provide you as the Chairman of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska (the "District") with certain disclosures relating to the debt obligations of the District (`the "Obligations") referenced in the Agreement to Purchase Obligations dated the date hereof (the "Purchase Agreement"), as required by the Municipal Securities Rulemaking Board ("MSRB") Rule G-17 ("Rule G-17") as set forth in MSRB Notice 2012-25 (May 7, 2012)[1] and MSRB Rule G-23 (together with Rule G-17, the "Rules").

You have engaged First National Capital Markets, Inc. (•FNCMI") to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the purchase of the Obligations. As part of our services as underwriter, FNCMI may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Obligations.

Section 1. Disclosures Concerning the Underwriter's Role. In serving as underwriter for the Obligations, these are some important disclosures that clarify FNCMI's role and responsibilities in connection with the Rules:

(a) FNCMI is an underwriter and not a financial advisor;

(b) Rule G-17 requires FNCMI to deal fairly at all times with both municipal issuers, such as the District, and investors;

(c) FNCMI's primary role is to purchase or arrange for the purchase of the Obligations with a view to distribution in an arm's-length commercial transaction with the District. FNCMI has financial and other interests that differ from those of the District. FNCMI will not engage in a course of conduct that is inconsistent with an arm's length relationship with the District in connection with the issuance and sale of the Obligations;

(d) Unlike a municipal advisor, FNCMI does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests;

[1] Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective August 2, 2012),

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(e) FNCMI has a duty to purchase or arrange for the purchase of the Obligations from the District at a fair and reasonable price, but must balance that duty with its duty to sell or arrange for the sale of the Obligations to investors at prices that are fair and reasonable; and

(f) FNCMI will review the offering document for the Obligations in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

Section 2. Disclosures Concerning the Underwriter's Compensation. FNCMI will be compensated by a fee and/or an underwriting discount as set forth in the Purchase Agreement. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transactions and the amount of the fee may be based, in whole or in part, on a percentage of the principal amount of the Obligations. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since FNCMI may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Section 3. Additional Conflicts Disclosures. FNCMI has not identified any additional potential or actual material conflicts that require disclosure.

Section 4. Disclosures Concerning Complex Municipal Securities Financing. In accordance with the requirements of MSRB Rule G-17, if FNCMI recommends a financing structure that may be a "complex municipal securities financing" for the District for MSRB Rule G-17 purposes, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at that time. Furthermore, we will provide additional disclosure in connection with MSRB Rule G-17 at the time of issuance of the Obligations which will address with more specificity the issuance of a particular series or amount of the Obligations.

If you or any other District officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the District's own financial advisor, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

It is our understanding that you have the authority to bind the District by contract with FNCMI, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

We are required to seek your acknowledgement that you have received this letter. Accordingly, please send an email to that effect or sign and return the enclosed copy of this letter to FNCMI at the address set forth above. As mentioned above in regards to the issuance of a particular series or set amount of the Obligations, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transactions and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the offering document by the underwriter is solely for purposes of satisfying its obligations under the federal securities laws and such review should not be construed by the District as a guarantee of the accuracy or completeness of the information in the offering document.

We look forward to working with you and the District in connection with the issuance of the Obligations. Thank you.

Sincerely,

FIRST NATIONAL CAPITAL MARKETS, INC.

By: ThLvt-*

David E. Cota
President

ACKNOWLEDGEMENT OF RECEIPT:

By: _____

Title: _____

AGREEMENT TO PURCHASE OBLIGATIONS

THIS AGREEMENT TO PURCHASE OBLIGATIONS (the '**Agreement¯)** is entered into as of , 2013 by and among **FIRST NATIONAL CAPITAL MARKETS, INC., ("FNCMI"), SANITARY AND IMPROVEMENT DISTRICT NO. 291 OF SARPY COUNTY, NEBRASKA** (the **"District")** and **KUEHL CAPITAL CORPORATION,** a Nebraska corporation **("KCC").**

WHEREAS, the District is a sanitary and improvement district duly organized and validly existing under Section 31-727 et seq., Reissue Revised Statutes of Nebraska, as amended (the **"Act") and** is a body corporate and politic and a political subdivision of the State of Nebraska (the **"State");** and

WHEREAS, the District is organized for the purposes, among other things, of constructing and installing streets, utilities and other infrastructure improvements and operating and maintaining the District as a political subdivision of the State (collectively, the **"Improvements");** and

WHEREAS, the District is authorized under the Act to issue and sell its warrants and general obligation bonds to finance the Improvements, and the District desires the services of an underwriter to purchase such warrants or bonds or to assist the District with the placement of such warrants and bonds; and

WHEREAS, the District and KCC were previously parties to an agreement pursuant to which KCC agreed to purchase or place the District's warrants and general obligation bonds, but such agreement has been terminated by the District and KCC in lieu of a Contract for Financial Advisor/Fiscal Agent Services (the **"Financial Advisor Contract")** by and between the District and KCC, pursuant to which KCC has agreed to serve as financial advisor to the District; and

WHEREAS, FNCMI is willing and hereby agrees to purchase (i) the District's general fund warrants (the **"General Fund Warrants"),** (ii) the District's construction fund warrants (the **"Construction Fund Warrants"** and together with the General Fund Warrants, the **"Warrants")** and the District's general obligation bonds (the **"Bonds")** and to hold for its own account or to sell, as it determines in **its** sole discretion; and

WHEREAS, from time to time First National Bank of Omaha **("FNBO")** shall purchase certain Warrants and Bonds of the District, either directly or from FNCMI, upon notice to the District, all in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

Section I. Third Party Beneficiary. Upon execution of the investor letter in the form attached hereto as Appendix A (the "Bank Investor Letter"), the parties hereto agree and acknowledge that FNBO will become a third party beneficiary to this Agreement as to Warrants and Bonds acquired by FNBO (the "Bank Acquired Obligations"). To the extent permitted by law applicable to the sale of Warrants and Bonds, all obligations, representations and warranties of KCC and the District to FNCMI under this Agreement shall be obligations, representations

and warranties of KCC and the District to FNBO, and all rights of FNCMI shall be rights of FNBO in each case, in connection with the Bank Acquired Obligations; provided, FNBO shall have no obligations as to such Bank Acquired Obligations except to the extent set forth in the Bank Investor Letter .

Section 2. Warrants. Subject to the limitations set forth in Section 5 below, FNCMI agrees to purchase or place the fully registered Warrants issued by the District (except annual interest Construction Fund Warrants relating to the District's outstanding Construction Fund Warrants that are deemed by FNCMI, in good faith, to be unmarketable) from the payees thereof at the principal amount shown on each Warrant. All Warrants shall bear interest at the rate of 7.00%, unless the District and FNCMI mutually agree that Warrants shall be issued bearing interest at a different rate or rates. FNCMI shall comply with all Municipal Securities Rulemaking Board ("MSRB") rules applicable to the Warrants, including G-14, G-32 and G-34. If the District and FNCMI determine to offer the Warrants for sale to the public, the District shall provide an official statement, offering circular or other offering document acceptable to FNMCI pertaining to the Warrants. If the District and FNCMI determine to place the Warrants pursuant to a private placement, including to FNCMI or an affiliate thereof, FNCMI will deliver to the District an investor letter in connection with each purchase of Warrants in the form attached hereto as Appendix A executed by the purchaser(s) of such Warrants.

Section 3. Terms Particular to Warrants. In order to facilitate the purchase of the Warrants by FNCMI (or FNBO, as applicable), the District and FNCMI (or FNBO, as applicable) hereby agree to the procedures set forth below:

(a) KCC will present checks payable to the order of the various payees in an amount equal to the par amount of each Warrant to be drawn from an account established by FNCMI (or FNBO, as applicable);

(b) KCC, on behalf of the District, shall deliver each of such Warrants to the registrar with instructions to register the ownership of all such Warrants to FNCMI (or FNBO, as applicable);

(c) On the same day KCC presents such checks to the payees, KCC will provide electronic copies of executed checks to FNCMI (or FNBO, as applicable). Such electronic copies shall constitute a representation and warranty by the District to FNCMI (or FNBO, as applicable) that:

each Warrant bears interest at a rate consistent with the rate previously agreed to between FNCMI and the District;

each Warrant has been duly endorsed by the payee;

(iii) each Construction Fund Warrant is accompanied by an approving legal opinion of nationally recognized bond counsel acceptable to the District and FNCMI, addressed to the District and FNCMI (or FNBO, as applicable), that such Construction Fund Warrant has been legally issued by and is a valid obligation of the District and the interest thereon is exempt from federal and State income taxes; and

(iv) each Warrant has been registered in the office of the Sarpy County Treasurer; and

(d) Annual interest Construction Fund Warrants may be purchased by FNCMI (or FNBO, as applicable) prior to meeting the requirements of Section 3(c) provided such requirements shall be met as soon as practically possibly and no later than 60 days after the purchase of such Construction Fund Warrants.

Section 4. Bonds. FNCMI agrees to purchase or place, subject to the restriction set forth below, at a price to be mutually agreed to by the District and FNCMI (such purchase price may reflect a discount representing the compensation of FNCMI as further discussed in Section 6 hereof) plus accrued interest (if any), the District's registered Bonds in an aggregate principal amount as determined by the District. The Bonds shall be issued from time to time as and when the District determines, and such determination will be evidenced by notice (telephonic, written or electronic) to FNCMI recommending the principal amount, maturities, interest rates, and other terms and conditions of the Bonds. Each issue of Bonds shall bear interest at the approximate nationally recognized yield curve scale (MMD, Delphis Hanover, Bloomberg Fair Market Value Curve, etc.) for similar obligations in the current market as well as actual pricing data of local and regional issues of comparable obligations. The interest rates may further be adjusted to reflect changes due to a variety of market conditions that may exist at the time of issuance. If the District and FNCMI fail to reach agreement as to the interest rate(s) on any series of Bonds on a date determined by both parties to be the pricing date for such Bonds, the District has the right to sell said Bonds to another party; provided, however that such action will in no way terminate the District's obligation to place any additional Bonds of the District with FNCMI.

In connection with each issuance of the Bonds, FNCMI shall serve as the underwriter (including purchasing for its own account or that of an affiliate) or the placement agent. If the District and FNCMI determine to offer the Bonds for sale to the public, the District shall provide an official statement, offering circular or other offering document acceptable to FNMCI pertaining to the Bonds. FNCMI shall comply with all MSRB rules applicable to the particular series of Bonds, including G-I4, G-32 and G-34, and shall be responsible for all of the underwriting risk related to the purchase and reoffering of such Bonds. If the District and FNCMI determine to place the Bonds pursuant to a private placement, including to FNCMI or an affiliate thereof, FNCMI will deliver to the District an investor letter in connection with each purchase of Bonds in the form attached hereto as Appendix A executed by the purchaser(s) of such Bonds.

The District shall be responsible for structuring each issuance of the Bonds, providing FNCMI, if requested, an offering document and hiring disclosure counsel for the drafting and review of the offering document. In connection with each issuance of the Bonds, the District will arrange for the Bonds to be accompanied by an approving legal opinion of nationally recognized bond counsel acceptable to the District and FNCMI, addressed to the District and FNCMI, that such Bonds have been legally issued by and are valid obligations of the District and the interest thereon is exempt from federal and State income taxes.

As used in this Agreement, "Bonds" refers to obligations issued to finance the acquisition, construction and equipping of capital improvements by the redemption of

Construction Fund Warrants. "Bonds" does not refer to obligations issued to refund any Bonds. The District, in its sole discretion, may request FNCMI to underwrite or place its general obligation refunding bonds, and if FNCMI so agrees, then "Bonds" shall refer to such refunding bonds.

Section 5. Limitations to Obligation to Purchase. Notwithstanding the provisions in Sections 2 and 4 above, FNCMI (and FNBO, as applicable) shall have no obligation to purchase any Warrants or Bonds pursuant to this Agreement if at any time hereafter any of the following shall occur:

(a) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(b) the New York Stock Exchange, or other national securities exchange, or any governmental authority, shall impose, as to the Warrants or the Bonds or obligations of the general character of the Warrants or the Bonds, any material restrictions not now in force. or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of FNCMI;

(c) a general banking moratorium shall have been established by federal, New York or Nebraska authorities; or

(d) any action, suit, proceedings, inquiry or investigation at law or in equity or before or by any court, public board or body shall be pending or threatened against the District, which is not now pending or threatened, and which, in FNCMI's reasonable opinion, could adversely affect either the District or the marketing, sale and delivery of the Warrants or the Bonds.

Section 6. Compensation. As compensation for purchasing the District's Warrants, FNCMI will receive a fee payable in warrants at the time of such issuance equal to 1.5% of the aggregate principal amount of the Warrants it so purchases (excluding the principal amount of fee warrants issued by the District to pay FNCMI, as underwriter). As compensation in connection with its purchase or placement of the Bonds, FNCMI will receive a fee equal to 2.0% of the aggregate principal amount of the Bonds it purchases or places. Such fee shall be paid from the proceeds of the Bonds and may be taken as a discount from the purchase price of such Bonds, as set forth in Section 4 hereof. If FNCMI agrees to purchase the District's general obligation refunding bonds it will be compensated a percentage mutually agreed to by FNCMI and the District of the aggregate principal amount of such refunding issue.

Section 7. Termination. KCC, FNBO and FNCMI acknowledge that they have terminated the Letter Agreement (the "Letter Agreement") dated March 29, 201 I by and among KCC, FNBO and FNCMI. KCC hereby acknowledges that it previously conducted business with FNCMI and FNBO under the Letter Agreement and that at the time of such transactions KCC had financial and other interests that differed from those of the District in regards to the issuance and sale of the District's obligations. KCC acknowledges pursuant to the Financial Advisor Contract that it has a fiduciary duty to the District under the federal securities laws and

is, therefore, required to act in the best interests of the District without regard to its own financial or other interests, including those of KCC. The District, FNCMI, FNBO and KCC hereby waive any past, present or future conflict of interest that may arise pursuant to services which were provided under the Letter Agreement.

Section 8. Miscellaneous. This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the parties hereto (and FNBO to the extent of its third party beneficiary rights under Section I) and their respective successors and assigns, but this Agreement shall not be assignable without the prior written consent of each party hereto, except that, FNCMI (and FNBO to the extent of its third party beneficiary rights under Section 1) may, without consent, assign this Agreement to any affiliate of FNCMI (and FNBO, as applicable) or any corporation, firm or other entity into which FNCMI (and FNBO, as applicable) may merge or consolidate or to which FNCMI (and FNBO, to the extent of its third party beneficiary rights under Section 1) may sell all or substantially all of its assets. This Agreement shall be construed, performed and enforced in accordance with, and governed by the laws of the State, without giving effect to the principles of conflicts of law thereof. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed to he a waiver of any subsequent breach or default of the same or similar nature. This Agreement may not be modified or amended except by a written agreement signed by the parties hereto. This Agreement constitutes the entire contract between the parties relative to the subject matter hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FIRST NATIONAL CAPITAL MARKETS, INC.

By -1-')-0,,,vitlia'f's

Its Dtvs- evrvi

KUEHL CAPITAL CORPORATION

By

Its ..77.6-21/.,r/Sm S. 1 4rceiP72

SANITARY AND IMPROVEMENT DISTRICT NO. *291* OF SARPY COUNTY, NEBRASKA

By

Its

[Signature Page to Agreement]

APPENDIX A

FORM OF INVESTOR LETTER

[Date]

Sanitary and Improvement District
No. of [Douglas] [Sarpy] County, Nebraska

Re: $ [General Obligation Bonds. Series 20] [General Fund Warrants]
[Construction Fund Warrants], Dated _____

Ladies and Gentlemen:

The undersigned is the purchaser (the "Purchaser") of $_____ in aggregate principal amount of [General Obligation Bonds, Series 20_ (the "Bonds")] [Construction Fund Warrants] [General Fund Warrants] (collectively, the "Warrants")] issued by Sanitary and Improvement District No. of [Douglas] [Sarpy] County, Nebraska (the "District') and is making the representations, agreements and statements set forth in this investor letter (this "Letter") as an inducement to the District to issue and sell the [Bonds] [Warrants] to the Purchaser. In connection with the purchase of the [Bonds] [Warrants], the Purchaser acknowledges, agrees and represents as follows:

I. The Purchaser has been advised that: (a) the [Bonds] [Warrants] are not registered under the Securities Act of 1933, as amended (the "Securities Act'), or with any state securities agency or commission; (b) the District is not presently required to register under Section 12 of the Securities and Exchange Act of 1934, as amended (the "Exchange Act"); and (c) the [Bonds] [Warrants] are not being issued as part of a transaction which is subject to the provisions of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Exchange Act ("Rule 15c2-12"). The Purchaser therefore understands that, if and when it wishes to resell the [Bonds] [Warrants], there may not be available current business and financial information about the District. In addition, the Purchaser will not offer, sell or otherwise dispose of the [Bonds] [Warrants], except (i) in material compliance with all applicable state and federal securities laws, including Rule 15c2-12, (ii) with full and accurate disclosure of all material facts, to the extent required by law, to the prospective purchaser(s) or transferee(s) (iii) either under effective federal and state registration statements (which the District shall in no way be obligated to provide) or pursuant to exemptions from such registrations and (iv) upon the delivery by the prospective purchaser(s) or transferee(s) of an investor letter identical in form and substance of this Letter. In addition, the Purchaser will not offer, sell or otherwise dispose of the [Bonds] [Warrants] or any maturity thereof in principal amounts of less than $100,000. Accordingly, the Purchaser understands that it may need to bear the risks of this investment for an indefinite time since any sale or transfer prior to the maturity of the [Bonds] [Warrants] may not be possible or permitted or may be at a price below that which the Purchaser is paying for the [Bonds] [Warrants].

2. The Purchaser is (a) a bank, registered investment company, insurance company or other institutional "accredited investor" as defined in Rule 501(a)(l), (2), (3) or (7) of Regulation D promulgated by the Securities and Exchange Commission pursuant to the Securities Act, (b) a "qualified institutional buyer" as defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Exchange Act and under various state securities laws and is not an individual or (c) described in Paragraph 4.

3. The Purchaser is duly and validly organized under the laws of its jurisdiction of incorporation or organization, is duly and legally authorized to purchase obligations such as the

[Bonds] [Warrants] and has satisfied itself that the [Bonds] [Warrants] are a lawful investment for this organization under all applicable laws. The Purchaser can bear the economic risk of the purchase of the [Bonds] [Warrants] and has such knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, as to be capable of evaluating the merits and risks of an investment in the [Bonds] [Warrants] and are aware of the use of the proceeds and the risks involved therein.

4. If not described in Paragraph 2, the Purchaser is a registered investment advisor purchasing the [Bonds] [Warrants] for inclusion in the portfolio of a registered investment company advised by the Purchaser and over whose transactions it has discretionary power. If described in this Paragraph 4, it has such knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, as to be capable of evaluating the merits and risks of an investment in the [Bonds] [Warrants], and the investment company for which the Purchaser is purchasing the [Bonds] [Warrants] is duly and validly organized under the laws of its jurisdiction of incorporation or organization and can bear the economic risk of the purchase of the [Bonds] [Warrants].

5. The [Bonds] [Warrants] have been purchased for the account of the Purchaser (except as described in Paragraph 4, in which instance it has been purchased for the account of one registered investment company managed by the Purchaser) for investment and not with a view to the distribution, transfer or resale of all or any portion thereof, provided that the Purchaser may transfer the [Bonds] [Warrants] to an affiliate at any time, and provide further that the disposition of the [Bonds] [Warrants] shall at all times be within the sole control of the Purchaser (subject to the provisions of Paragraph I). The Purchaser agrees to indemnify and hold harmless the addressees of this Letter with respect to any and all claims arising from or related to its sale or transfer of the [Bonds] [Warrants].

6. The Purchaser has been offered a sufficient opportunity to conduct an investigation concerning the terms and conditions of the offering of the [Bonds] [Warrants] and to obtain any information on the status the District. The Purchaser is familiar with the condition, financial or otherwise, of the District and has been furnished all operational and financial information about the District deemed necessary to the Purchaser to evaluate the merits and risks of an investment in the [Bonds] [Warrants].

7. The Purchaser has received and reviewed a copy of the resolution adopted by the Board of Trustees of the District approving the transactions related to the [Bonds] [Warrants], including the issuance thereof, each of the documents approved thereby and any other documents it deemed necessary in connection therewith.

8. The Purchaser has not relied and does not rely on any party other than the District or its agents for furnishing or verifying information requested by the Purchaser relating to the District or information relating to the terms of [Bonds] [Warrants] and terms of the underlying transactions related to the [Bonds] [Warrants].

All statements and representations of the Purchaser in this Letter are made solely and exclusively in connection with its purchase of the [Bonds] [Warrants] and are made solely for the benefit of the addressees hereto and no other party shall or may be a third party beneficiary hereof The foregoing statements and representations shall survive the execution and delivery to the Purchaser of the [Bonds] [Warrants] and the instruments and documents contemplated thereby.

Very truly yours,

FIRST NATIONAL CAPITAL, MARKETS, INC.

By:_____
Name:_____
Title:_____

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UPPER

Omaha Public Power Oisfric I

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0429

Account Nunter	Due D e	Total Amount Due
0720231732	May 20, 2013	$65,690R

Customer Name. SID 291 SARPY
Staten ent Date apt I 2D 2913

For bill inquiries call the Omaha Office
(402) 536-4131 See back for loll free number.

Billing Information for service address: 19200 GILES RD, SILT Omaha NE

Billing Period From 03-28-2013 To 04-29-2013 @32 Days

Rate	Summary Usage			Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate		Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	$656 64	$412	$697 10				

Sales Tax	36 34
Total Charges	$697 10
Previous Balance	762,79CR
Total Amount Due	$65.69CR

k c2

Please return this portion with payment

Are you planning any spring projects? Remember to call the Digger's Hotline of Nebraska at 811 or 800-331-5666 before you dig.

g.15% R^C

statement Dale Apre 29, 2013

Account	Due Date 4	Total Amount Due
0720231732	May 20, 2013	$5519CR

No Payment Due

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number:

--- Check Here *to indicate name, address or phone changes on back of this statement*

4 11 - 141 111-181 8111" 01011 11 w 8 11i
SID 291 SARPY - WHITETAIL CREEK
%FULLENKAMP, DOYLE & JOBEUN
11440 W CENTER RD
OMAHA NE 68144-4421

PO BOX 3995
OMAHA NE 68103.0995

MOM

Omaha PbJicPwer arstrra

0107202317325000000065690000000935 7201305206

your energy partner...

UMW

Omaha !the rowerOgIntl

13 GC

Account Number.	Due Date	Total Amount Due
L 0720231732	May 20 2013	$65 69CR

Customer Name: SID 291 SARPY
885 5501 ⅊ze. PPra 29 2215

Billing Information for service address: 19200 GILES RD, STLT Omaha NE

Billing Period From 03-28-2013 To 04-29-2013 @ 32 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	Sub-Total Amount per Rate
9L61	61211	38	51728	.S05 . 64			
5L61					4 12	65564	569710

LAMP RYNEARSON
& ASSOCIATES
ENGINEERS I SURVEYORS PLANNERS

1 .1 110 W 1)8..188 Rd SIC. 100
4/1118181 NS 921184
[PI 402.496.2498
IF] 402496.2130
$•.-A-nn1 RAM1C.COM

February 11, 2013
Invoice No 0109067 90 - 0000017

S I D NO. 291 OF SARPY COUNTY, NE
FULLENKAMP, DOYLE & JOBEUN
ATTN MR. BRIAN DOYLE
11440 WEST CENTER ROAD, SUITE C
OMAHA, NE 68144

Project 0109067 90 WHITETAIL CREEK - SIP 291 G F
Professional Services through January 19, 2013

Task	375	CONSULTATION	$225.84
Task	384	STORM SEWER MAINTENANCE	$24.90
Task	386	EROSION CONTROL MAINTENANCE	$651.49
Task	387	PAVING MAINTENANCE	$57.65

TOTAL INVOICE AMOUNT Ditl 88

Outstanding Invoices

Number	Date	Balance
0000014	11/12/2012	3,411 52
0000015	12/4/2012	1,844 07
0000016	1/7/2013	936.56
Total		6192.15

Terms˙ Due Upon Receipt

LAMP RYNEARSON14/10 W [nrdno Rd Ste:
& ASSOCIATES Omnond 681 dr4 IOU
ENGINEERS SURVEYORS PLANNERS [1'] 107 -)67$98
(DI 402 496 2/30
www LRAdric corn

March 01, 2013
Invoice No 0109067 90 - 0000018

S I D NO. 291 OF SARPY COUNTY, NE
FULLENKAMP, DOYLE B JOBEUN
ATTN. MR. BRIAN DOYLE
11440 WEST CENTER ROAD, SUITE C
OMAHA, NE 68144

Project 0109067 90 WHITETAIL CREEK - S I. D. 291 G F

Professional Services through February 16 2013

Task	375	CONSULTATION	$71 50
Task	386	EROSION CONTROL MAINTENANCE	$483 82
Task	387	PAVING MAINTENANCE	$40 74

TOTAL INVOICE AMOUNT segfi 06

Outstanding Invoices

Number	Date	Balance
0000014	11/12/2012	3411.52
0000015	12/4/2012	1 844 07
0000016	1/7/2013	936.56
0000017	2/14/2013	959.88
Total		7,152.03

Terms Due Upon Receipt

LAMP RYNEARSON & ASSOCIATES

ENGINEERS SURVEYORS PLANNERS

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11 I 9r, :)4)s
fl 402 19<., /.0)
t TA Ic,

April 05, 2013
Invoice No: 0109067 90 - 0000019

S I D NO. 291 OF SARPY COUNTY, NE
FULLENKAMP, DOYLE B JOBEUN
ATTN. MR. BRIAN DOYLE
11440 WEST CENTER ROAD. SUITE C
OMAHA, NE 68144

Project 0109067 90 WHITETAIL CREEK - 5.1. D 291 G F

Professional Services through March 16, 2013

Task 386 EROSION CONTROL MAINTENANCE	$60382
Task 393 SIGN MAINTENANCE	$88.36
TOTAL INVOICE AMOUNT	$692 18

Outstanding Invoices

Number	Date	Balance
0000017	2/14/2013	959.88
0000018	3/6/2013	596.06
Total		1,555.94

Terms. Due Upon Receipt

This is EXHIBIT IC, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated Februaly 26, 2013.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

I. Background Data:

a. Effective Date of Owner-Engineer Agreement: _____ _____

b. Owner: _____ _____ ____ _____

c. Engineer: Lamp, Ryncarson & Associates, Inc. ____ _____ ____ ___

d. Project: _____ _____ _____

2. Description of Modifications:

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

a. Engineer shall perform or furnish the following Additional Services:

b. The Scope of Services currently authorized to he performed by Engineer in ccordance with the Agreement and previous amendments, if any, is modified as follows:

c. The responsibilities of Owner are modified as follows:

d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

e. The schedule for rendering services is modified as follows:

Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[Lis(other Attachments, if any]

3. Agreement Summary (Reference only)

a. Original Agreement amount: $
b. Net change for prior amendments:
c. This amendment amount:
d. Adjusted Agreement amount:

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Copyright © 2008 NalionsISocletv of Professional Engineers for EJCDC. All rights reserved.

TODCO BARRICADE COMPANY
4660 "G" STREET
OMAHA NE 68117
PH (402) 733-3150

02/14/2013

CUST : SID #291, WHITETAIL CRK
%LAMP, RYNEARSON & ASSOC
14710 W DODGE, STE #100
OMAHA NE 68154-2029

STATEMENT OF ACCOUNT

CUST NO. 848

	JOB ADDRESS	INV NO	DATE	AMOUNT	DESC	JOB TOTAL
146	192ND & GREENLEAF	112585	09/30/11	278.41	INVOICE	278.41
		112757	10/31/11	259.21	INVOICE	537.62
245	192nd g GILES	115111	11/30/12	2225.00	INVOICE	

TOTAL DUE

TODCO BARRICADE COMPANY
4660 "G" STREET
OMAHA NE 68117
PH (402) 733-3150

INVOICE

COST : SID #291, WHITETAIL CAK
tLAMP, RYNEARSON & ASSOC
14710 W DODGE, STE #100
OMAHA NE 68154-2029

JOB 192ND & GREENLEAF

ORDERED BY DAVE MCIVOR

CUST NO.	CUST P.O.	INV NO	INV DATE	MINIUM
848-1460	9/2/11	112585	09/30/2011	98.00

DESCRIPTION	DEL	PU	BAL	FROM-DTE	TO-DTE	QTY	DAYS	PRICE	TOTAL
HIGH INTENSITY DRUMS	14	0	14	09/02/2011	09/30/2011	14	29	0.650	263.90

RENTAL	DEL/SERV	FUEL/LAB	STATE TAX	CITY-TAX	TOTAL DUE
263.90	0.00	0.00	14.51	0.00	276.41

TODCO BARRICADE COMPANY
4660 "G" STREET
OMAHA NE 68117
PH (402) 733-3150

INVOICE

CUST : SID #291, WHITETAIL CRK
%LAMP, RYNEARSON & ASSOC
14710 W DODGE, STE #100
OMAHA NE 68154-2029

JOB 192ND & GREENLEAF

ORDERED BY DAVE MCIVOR

CUST NO.	CUST P.O.	INV NO	INV DATE	MINIUM
848-1460	9/2/11	112757	10/31/2011	0.00

DESCRIPTION	DEL	PU	BAL	FROM-DTE	TO-DTE	QTY	DAYS	PRICE	TOTAL
HIGH INTENSITY DRUMS	0	0	14	10/01/2011	10/27/2011	14	27	0.650	245.70
	0	14	0	10/27/2011					

RENTAL	DEL/SERV	FUEL/LAB	STATE TAX	CITY-TAX	TOTAL DUE
245.70	0.00	0.00	13.51	0.00	259.21

Bankers Trust

Bankers Twst Company
43;:. 711". Street
Des Moines, IA 50309

Invoice

SARPY 291 GENERAL
FULLENKAMP. DOYLE & JOBEUN
ATTN DEBBIE LEACH
11440 WEST CENTER ROAD. SUITE C
OMAHA NE 681444482

Invoice No: 9309
Invoice Dale 06101/2013

CATEGORY	QUANTITY	RATE	AMOUNT
BARANCE CARRIED FORWARD:			00-0
PREVIOUS AMOUNT BILLED:	$50 D. D 0		
AMOUNT RECEIVED:	SSG'S. OS		
FLAT FEE ADNIN FEE ANNUAL,			:500.0
TOTAI, DUE			0500.0

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DOE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
500.00	0.00	OOO	0 00	0 00	500 DO

PLEASE DETACH AND RETURN WITH PAYMENT

SARPY 291 GENERAL
=ULLENKAMP DOYLE & JOBEUN
ATTN DEBBIE LEACH
11440 WEST CENTER ROAD. SUITE C
OMAHA NE 681444482

Invoice R: 9309
Invoice Date: 06/01;2013
Bill Code 0184000677

Total Due: 50.00

Amount Enclosed

Remit to
Bankers Trust Company
Attn: Corporate Trust Department
PO Box 897
Des Moines, IA 50304

UTILITIES SERVICE GROUP

SEWER CLEANING • SEWER TELEVISING I
Vacuum Trucks • Jet Trucks • Municipal & Industrial)
2623 Center Street Omaha, NE 68105
OFFICE PHONE: (402) 342-3626
FAX: (402) 342-7328

RE (CETV Er)
10 4 2 b 2013
BY:

Invoice

Date	Invoice #
1422 2013	983

Bill To

SII) 294 Douglas t. °was
In V((insulting (lump
330 N 1171h Street
Omaha. NI. 68154-2509
\ on Patrick Pierce

P.O. No	Terms	Project
	Net 10	SID 294 Dowklis

Quantity	Description	Rate	Amount
	Refernencc Biooklko en - I & A Job No 76 086 Location. Douglas Counts. Nebraska		
	2-28-13 Begin cleaning sewer lines is di it		
8	CAME.' (per	225.00	1,800.00
	1- I -13 Conrinne cleaning scuer lines		
4	CANIEL. per hour)	22:400	900.011
	13 wish cleaning sesser lines		
6	\ {per how I	225.00	1.330 00

by E & F CLeik„.i;LigGR.)c.,),
5 4.7 7) 3
.1:17

No.
ect No.

Subtotal	$ 1030 00
Sales Tax (0.0%)	$0 00
Total	$4.050 00

Bankers!

Banners Trust Company
43 Sw t
Des Moines. IA NMIN

Invoice

SARPY 291 CONSTRUCTION
FULLENHAMP. DOYLE & JOBEUN
ATTN DEBBIE LEACH
11440 WEST CENTER ROAD, SUITE C
OMAHA NE 6B1444482

Invoice No 9308

Invoice Date 06/01/2013

CATEGORY	QUANTITY	RATE	AMOUNT
BALANCE CABE7FD FORWARD			

PREVIOUS AMOUNT RD .	DC		
AMOUNT RECEIVED:	2500.00		
FLAT FEE			
ADM:N FEE ANNUAL			$50C.:
TOTAL DUE			

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS FAST DUE	Si 90 DAYS PAST DUE	OVER gC DAYS PAST DUE	AMOUNT DUE
500.00	0 DO	0.00	0.00	0.00	500.00

PLEASE DETACH AND RETURN WITH PAYMENT

SARPY 291 CONSTRUCTION
FULLENKAMP. DOYLE & JOBEUN
ATTN. DEBBIE LEACH
11440 WEST CENTER ROAD. SUITE C
OMAHA NE 6814-4482

Invoice #: 9308
Invoice Date: 06!0112013
Bill Code: 0184000663

Total Due 500 00

Amount Enclosed

Remit to
Bankers Trust Company
Attn: Corporate Trust Department
PO Box 897
Des Moines, IA 50304

INN=WA S II

LAMP RYNEARSON
& ASSOCIATES
ENGINEERS I SURVEYORS PLANNERS

1 4710 W Dodge Rd., Ste. 100
Omaha, Nebraska 68154
[P] 402.496.2498
[Ft 402.496.2730
wwvALRA-Inc.com

May 3, 2013

Chairman and Board of Trustees
Sanitary and Improvement District No. 291
of Sarpy County, Nebraska
do Mr. Brian Doyle, Attorney
Fullenkamp, Doyle & Jobeun
11440 West Center Road, Suite C
Omaha, NE 68144

REFERENCE: S.I.D. No. 291 (Whitetail Creek)
Sanitary Sewer, Storm Sewer, and Paving, Section II
LRA Job No. 0109067.03-030/040/050

Dear Members of the Board:

Enclosed please find the following documents relating to the above-referenced project.

1. Vicinity Maps; and

2. Engineer's estimate and general description of the work to be performed for your convenience in preparing the Resolution of Necessity.

We would like to have the time of the bid opening set at 4:30 P.M. at our office. Please send us a copy of the Notice to Contractors when it is published, showing the exact date. Cost of the plans will be $38.00 (prepaid) if picked up, and $48.00 (prepaid) if mailed, which is not refundable.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

Aaron Grote, P.E.
Senior Project Engineer

Enclosures

c: Loren Johnson

moth thogineeringt0109037hkDAIINSarb Storm Pavno IhADV 130503 coax

JIL

LAMP RYNEARSON
& ASSOCIATES
ENGINEERS SURVEYORS PLANNERS

1 4710 W Dodge Rd , Ste 100
Omaha, Nebraska 68154
118 402 496.2498
IF] 402 496,2730
www. LRA-Inc cam

May 3, 2013

Chairman and Board of Trustees
Sanitary and Improvement District No. 291
of Sarpy County, Nebraska
do Mr. Brian Doyle, Attorney
Fullenkamp, Doyle & Jobeun
11440 West Center Road, Suite C
Omaha, NE 68144

REFERENCE: S.I.D. No. 291 (Whitetail Creek)
Sanitary Sewer, Storm Sewer, and Paving, Section II
LRA Job No. 0109067.03-030/040/050

Dear Members of the Board:

The following is our Engineers estimate of the quantities and our opinion of probable total project cost for the above-referenced project.

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
	SANITARY				
1	CONSTRUCT 6" SANITARY SEWER PIPE	5,800	LF	$14.00	$81,200.00
2	CONSTRUCT 8" SANITARY SEWER PIPE	9,200	LF	$15.00	$138,000.00
3	CONSTRUCT 54" I.D. SANITARY MANHOLE (36 EA)	545	VF	$230.00	$125,350.00
4	CONSTRUCT SANITARY MANHOLE DROP CONNECTION	18	VF	$100.00	$1,800.00
5	CONSTRUCT 6" MANHOLE STUB OUT	22	EA	$80.00	$1,760.00
6	CONSTRUCT 8" X 6" WYE	150	EA	$80.00	$12,000.00
7	CONSTRUCT 6" SERVICE RISER (3 EA)	25	VF	$50.00	$1,250.00
8	EXCAVATION FOR EXTRA DEEP SEWER	685	VF-LF	$10.00	$6,850.00
9	CONSTRUCT 6" PIPE BEDDING	5,800	LF	$2.50	$14,500.00
10	CONSTRUCT 8" PIPE BEDDING	9,200	LF	$3.00	$27,600.00
11	CONSTRUCT 8" PIPE PLUG	1	EA	$150.00	$150.00
12	CONSTRUCT MANHOLE RING COLLAR	2	EA	$200.00	$400.00
13	EXTERNAL FRAME SEAL	5	EA	$250.00	$1,250.00
14	REMOVE EXISTING PIPE PLUG	1	EA	$100.00	$100.00
15	STABILIZATION TRENCH W/ CRUSHED LIMESTONE	200	TN	$22.00	$4,400.00
16	CONSTRUCT 8" CONNECTION TO EXISTING STRUCTURE	2	EA	$350.00	$700.00

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
17	CONSTRUCT SILT FENCE	1,200	LF	$3,00	$3,600.00
18	CLEANOUT SILT FENCE	1,200	LF	$2.00	$2,400.00
	SUBTOTAL SANITARY				$423,310.00
	STORM				
	GENERAL GRADING AND SHAPING	1	LS	$15,000.00	$15,000.00
2	REMOVE BOX CULVERT SURCHARGE	1,800	CY	$5.00	$9,000.00
3	REMOVE 24' STORM SEWER PIPE	40	LF	$15.00	$600.00
4	REMOVE 48" STORM SEWER PIPE	120	LF	$40.00	$4,800.00
5	REMOVE 24' FLARED END SECTION	1	EA	$500.00	$500.00
6	CONSTRUCT 18" R.C.P., CLASS III	1,240	LF	$25.00	$31,000.00
7	CONSTRUCT 24" R.C.P., CLASS III	1,090	LF	$32.00	$34,880.00
8	CONSTRUCT 30" R.C.P., CLASS III	480	LF	$45.00	$21,600.00
9	CONSTRUCT 36" R.C.P., D(0.01) = 1,350	780	LF	$65.00	$50,700.00
10	CONSTRUCT 42" R.C.P., D(0.01) = 1,350	960	LF	$75.00	$72,000.00
11	CONSTRUCT 36" x 58,5" CONCRETE ARCH PIPE	230	LF	$180.00	$41,400.00
12	CONSTRUCT 54" I.D. MANHOLE (9 EA)	75	VF	$425.00	$31,875.00
13	CONSTRUCT 96" I.D. MANHOLE (2 EA)	20	VF	$900.00	$18,000.00
14	CONSTRUCT 54" I.D. TYPE II AREA INLET (2 EA)	15	VF	$425.00	$6,375.00
15	CONSTRUCT 84" I.D. TYPE II AREA INLET (1 EA)	15	VF	$775.00	$11,625.00
16	CONSTRUCT RING COLLAR	3	EA	$250.00	$750.00
17	CONSTRUCT 18" PIPE BEDDING	1,240	LF	$4.50	$5,580.00
18	CONSTRUCT 24" PIPE BEDDING	1,090	LF	$5.50	$5,995.00
19	CONSTRUCT 30" PIPE BEDDING	480	LF	$6.50	$3,120.00
20	CONSTRUCT 36" PIPE BEDDING	780	LF	$9.50	$7,410.00
21	CONSTRUCT 42" PIPE BEDDING	1,060	LF	$11.00	$11,660.00
22	CONSTRUCT 48" PIPE BEDDING	230	LF	$12.00	$2,760.00
23	CONSTRUCT 6' x 8' REINFORCED CONCRETE BOX CULVERT	125	LF	$745.00	$93,125.00
24	CONSTRUCT 42' R.C. FLARED END SECTION W/BAR GRATE	i	EA	$1,200.00	$1,200.00
25	CONSTRUCT ARCH PIPE 36" x 58 1/2" R.C. FLARED END SECTION VV/BAR GRATE	1	EA	$1,800.00	$1,800.00
26	CONSTRUCT TEMPORARY INLET BASE	4	EA	$500.00	$2,000.00
27	CONSTRUCT GABION BASKET AND REVET MATTRESS	45	CY	$200.00	$9,000.00
28	CONSTRUCT ROCK RIP-RAP	40	TON	$30.00	$1,200.00
29	CONSTRUCT EXTENDED TERM EROSION CONTROL BLANKET	2,000	SY	$3.00	$6,000.00

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
30	CONSTRUCT SHORT TERM EROSION CONTROL BLANKET	1 200	SY	$2.50	$3,000.00
31	SEEDING - TYPE "TEMPORARY SEED MIX"	5	AC	$750.00	$3,750.00
32	MULCHING	5	AC	$500.00	$2,500.00
33	STABILIZE TRENCH W/ CRUSHED LIMESTONE	200	TN	$20.00	$4,000.00
	SUBTOTAL STORM				$514,205.00
	PAVING				
1	REMOVE END OF STREET DRAIN	1	EA	$2,000.00	$2,000.00
2	REMOVE 18" STORM SEWER PIPE	40	LF	$20.00	$800.00
3	7" CONCRETE PAVEMENT - TYPE L65	24,580	SY	$22.25	$546,905.00
4	4" CONCRETE SIDEWALK	5,600	SF	$3.00	$16,800.00
5	SUBGRADE PREPARATION	8,200	CY	$1.75	$14,350.00
6	CONSTRUCT PCC PAVEMENT SPEED TABLE	4	EA	$3,000.00	$12,000.00
7	CONSTRUCT BARRICADE	3	EA	$500.00	$1,500.00
8	CONCRETE HEADER	150	LF	$5.00	$750.00
9	ADJUST MANHOLE TO GRADE (10 STM / 30 SAN)	40	EA	$200.00	$8,000.00
10	EXTERNAL FRAME SEAL (10 STM / 30 SAN)	40	EA	$250.00	$10,000.00
11	CONSTRUCT REINFORCED CURB INLET	20	EA	$2,800.00	$56,000.00
12	REMOVE TEMPORARY 15" HDPE DIVERSION	4	EA	$750.00	$3,000.00
13	REMOVE END OF STREET BARRICADE	2	EA	$500.00	$1,000.00
14	CONSTRUCT SILT FENCE	1,200	LF	$3.00	$3,600.00
15	CLEANOUT SILT BASIN	1,200	CY	$4.00	$4,800.00
16	SEEDING - TYPE "TEMPORARY SEED MIX"	8	AC	$750.00	$6,000.00
17	JET EXISTING SANITARY SEWER	9,200	LF	$0.75	$6,900.00
	SUBTOTAL PAVING				$694,405.00
	TOTAL ESTIMATED CONSTRUCTION COST				$1,631,920.00
	ESTIMATED ENGINEERING, TESTING, LEGAL, FINANCING, PUBLICATION AND MISCELLANEOUS COSTS				$680,016.88
	TOTAL ESTIMATED PROJECT COST				$2,311,936.88

The area subject to special assessments for the subject improvements shall be the same as the outer boundaries of the District.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

Aaron Grote, P.E.
Senior Project Engineer

LAMP RYNEARSON
& ASSOCIATES
ENGINEERS I SURVEYORS I PLANNERS

1 4710 W. Dodge Rd., Ste. 100
Omaha, Nebraska 68154
V3 407.496.2498
IF] 402.496 2730
www.ERA-Inc.corn

May 3, 2013

Chairman and Board of Trustees
Sanitary and Improvement District No. 291
of Sarpy County, Nebraska
c/o Mr. Brian Doyle, Attorney
Fullenkamp, Doyle & Jobeun
11440 West Center Road, Suite C
Omaha, NE 68144

REFERENCE: S.I.D. No. 291 (Whitetail Creek)
Sanitary Sewer, Storm Sewer, and Paving, Section II
LRA Job No. 0109067.03-030/040/050

Dear Members of the Board:

The following is a general description of the work to be performed for the above-referenced project.

SANITARY SEWER

Construct sanitary sewer pipes together with manholes and service stubs, and perform all *work necessary or incidental thereto in the following locations:*

Redwood Street/190th Street – Commencing at a point 1 foot south and 24 feet west of the northwest corner of Lot 236; thence northerly a 8" pipe 175 feet to a point 31 feet south of the southwest corner of Lot 130; thence westerly an 8" pipe 912 feet to a point 32 feet south and 2 feet east of the southwest corner of Lot 118; thence southerly an 8" pipe 2,902 feet to a point 1,295 feet south and 5 feet east of the southwest corner of lot 217.

Redwood Street – Commencing at a point 24 feet south and 8 feet east of the southwest corner of Lot 112; thence easterly an 8" pipe 406 feet to a point 32 feet south and 2 feet east of the southwest corner of Lot 118.

191e Street – Commencing at a point 8 feet south and 13 feet east of the southern corner of Lot 110; thence southerly an 8" pipe 150 feet to a point 19 feet north and 25 feet east of the southeast corner of Outlot B.

Willow Street – Commencing at a point 25 feet north and 1 foot west of the northwest corner of Lot 181; thence westerly an 8" pipe 634 feet to a point 2 feet south and 38 feet east of the northern corner of Lot 141.

Cottonwood Street – Commencing at a point 25 feet north and 1 foot west of the northwest corner of lot 197; thence westerly an 8" pipe 535 feet to a point 3 feet north and 30 feet east of the northern corner of lot 146.

Blackwalnut Street – Commencing at a point 25 feet south and 4 feet east of the southeast corner of Lot 200; thence westerly an 8" pipe 561 feet to a point 19 feet north and 19 feet east of the northeast corner of Lot 150.

188th Street/Briar Street – Commencing at a point 11 feet south and 26 feet west of the southwest corner of Lot 235; thence southerly an 8" pipe 853 feet to a point 1 foot south and 107 feet east of the southwest corner of Lot 216; thence westerly an 8" pipe 724 feet to a point 38 feet south and 101 feet west of the southeast corner of Lot 224.

STORM SEWER

Construct storm sewer pipes together with manholes area inlets and discharge structures, and perform all work necessary or incidental thereto in the following locations:

189th Street/Redwood Street/19e Street/Briar Street - Commencing at a point 6 feet east of the northeast corner of Lot 125; thence southwesterly a 24" pipe 633 feet to a point 9 feet north of the northeast corner of Lot 153; thence southerly a 30" pipe 470 feet to a point 19 feet north and 6 feet west of the northern corner of Lot 141; thence southerly a 36" pipe 640 feet to a point 20 feet south and 19 feet east of the northeast corner of Lot 149; thence southerly a 42" pipe 303 feet to a point 25 feet south and 115 feet west of the southeast corner of Lot 224; thence northwesterly a 48" equivalent pipe 270 feet to a point 35 feet south and 45 feet west of the northwest corner of Lot 152.

Redwood Street – Commencing at a point 11 feet south of the southwest corner of Lot 120; thence southerly an 18" pipe 35 feet to a point 9 feet north of the northeast corner of Lot 153.

Redwood Street – Commencing at a point 10 feet south and 13 east of the southeast corner of Lot 117; thence southerly an 18" pipe 31 feet to a point 41 feet south and 15 feet west of the southeast corner of Lot 117.

19e Street (North) – Commencing at a point 40 feet north and 15 feet east of the northern corner of Lot 141; thence southwesterly an 18" pipe 30 feet to a point 19 feet north and 6 feet west of the northern corner of Lot 141.

Willow Street – Commencing at a point 38 feet south and 35 feet west of the southwest corner of Lot 172; thence southerly an 18" pipe 28 feet to a point 58 feet south and 16 feet west of the southwest corner of Lot 172; thence southwesterly a 24" pipe 55 feet to a point 31 feet north and 11 feet west of the northern corner of Lot 142.

Cottonwood Street – Commencing at a point 35 feet south and 41 feet west of the southwest corner of Lot 189; thence southerly an 18" pipe 28 feet to a point 58 feet south and 25 feet west of the southwest corner of Lot 189; thence southwesterly a 24" pipe 50 feet to a point 15 feet south and 32 feet east of the northern corner of Lot 146.

190th Street – Commencing at a point 8 feet south and 47 feet east of the northeast corner of Lot 149; thence westerly an 18" pipe 30 feet to a point 20 feet south and 19 feet east of the northeast corner of Lot 149.

190th Street (South) – Commencing at a point 6 feet north and 39 feet east of the northeast corner of Lot 152; thence southerly an 18" pipe 68 feet to a point 60 feet south and 20 feet east of the northeast corner of Lot 152.

188th Street/Briar Street – Commencing at a point 64 feet south and 1 foot east of the northwest corner of Lot 225; thence westerly an 18" pipe 711 feet to a point 15 feet south and 57 feet west of the southeast corner of Lot 224; thence westerly a 24" pipe 59 feet to a point 25 feet south and 115 feet west of the southeast corner of Lot 224.

Briar Street (East) – Commencing at a point 45 feet south and 52 feet west of the southeast corner of Lot 224; thence northerly an 18" pipe 30 feet to a point 15 feet south and 57 feet west of the southeast corner of Lot 224,

Briar Street (West) – Commencing at a point 52 feet south and 67 feet west of the southwest corner of Lot 152; thence northerly an 18" pipe 31 feet to a point 22 feet south and 72 feet west of the southwest corner of Lot 157.

Outlot C — Commencing at a point 48 feet south and 26 feet east of the southeast corner of Lot 131; thence northeasterly a 24" pipe 27 feet to a point 24 feet south and 37 feet east of the southeast corner of Lot 131; thence southeasterly a 42" pipe 503 feet to a point 45 feet south and 42 feet west of the west corner of Lot 142.

PAVING

Construct 25 feet wide 7 inch thick P.C.C. pavement with integral curb, together with inlets and appurtenances and perform all other work necessary or incidental thereto in the following locations.

188th Street - Commencing at the intersection of the centerlines of Redwood Street and 188th Street; thence southerly a 25' wide P.C.C. pavement 1,219 feet to the intersection of the centerlines of 188th Street and Briar Street.

189th Street - Commencing on the centerline of me Street at a point 25 feet east and 1 foot north of the northeast corner of Lot 125; thence southerly a 25' wide P.C.C. pavement 165 feet to the intersection of the centerlines of 189th Street and Redwood Street.

190th Street - Commencing at the intersection of the centerlines of Redwood Street and 190 th Street; thence southerly a 25' wide P.C.C. pavement 1,341 feet to the intersection of the centerlines of 190th Street and Briar Street.

191 5t Street/Redwood Street - Commencing on the centerline of 191 st Street at a point 1 foot north and 25 feet east of the southeast corner of Outlot B; thence westerly a 25' wide P.C.C. pavement 1,663 feet to a point on the centerline of Redwood Street 25 feet south and 1 foot east of the southeast corner of Lot 130.

Willow Street - Commencing at the intersection of the centerlines of 190th Street and Willow Street; thence westerly a 25' wide P.C.C. pavement 798 feet to the intersection of the centerlines of Willow Street and 188th Street.

Cottonwood Street - Commencing at the intersection of the centerlines of 190th Street and Cottonwood Street; thence westerly a 25' wide P.C.C. pavement 686 feet to the intersection of the centerlines of Cottonwood Street and 188th Street.

Blackwalnut Street - Commencing at the intersection of the centerlines of 190 th Street and Blackwalnut Street; thence westerly a 25' wide P.C.C. pavement 859 feet to a point on the centerline of Blackwalnut Street 20 feet north and 16 feet west of the northern corner of Lot 228.

Briar Street - Commencing on the centerline of Briar Street at a point 263 feet west and 75 feet south of Lot 152; thence westerly a 25' wide P.C.C. pavement 1,303 feet to a point on the centerline of Briar Street 23 feet south and 33 feet east of the southeast corner of Lot 225.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

Aaron Grote, P.E.
Senior Project Engineer

FULia,KAMP, & JOBEUM
71410 WEST CENTER ROAM
OMAUm NEBRASKA 68144

f °rY ANC li"PPO
OF ShRPY JKA

NOTICE LS HEREBY C;77 Cil than a mecijnq of the Board of Trim a Sanitary and Improvem.c,ne Dii!.riii 29 Sazyy flun.ty, Nebrska w,le held at 9:00 A.M. on May 29, 2013 at 13903 So. 47th Street, Bellevue, Nebraska, which meeting be open to tie public. The upends Fflh such meeting, kept continuously CGrrt3Nfl, es available for pubic inspection at 1144D Center Piaci, Omaha, Nemiiii.ka and Lnci'.]iies the pay r` of Milli: ct the Disiiicu and the consideration and *pass.Hq* or ar.eneMng and pass,ng the following Reser:Lion, to-wit:

3F II 1ESOINED that the Nuare of Trustees of : a • _Cary ihA improieimerm 1-1 S r-cL No. 291 or SarTi Cmcniy, Nebraska find and determine thai in is advisahie and necessary for ihe District_ Lc construct on impcovermamt. the boundaries cf the District, said Miprove:ment to be desim,naied as Sanleary Sewer, Storm Sewer and Paving - Secri_en IC and shall be constructed as of lows:

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E ehubtk

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?he outer boundaries of lc areas which, may be sub Joe: t. sec.:As'. a eseesmonA s for said imorovemee: are pr opeed to be rAre same es the outer boundaries of Sant. a ry and ThAprovemenl DI et ri es No . >A1 of Sve, rpy Cc ure. Nebraska.

Said plans and spec i f i ca'll or s wave been rev i ete1 by I !attc ityt.e a rsar: Pie soda ..es, Inc., engineers for the Dist rice and =aid ongi nec.r s have filed wlth the Clerk of Aho Di st riot, prior to he first publi.ca t:i on of this Resolution, an es Aiwa te of tne total cos rs on said i morevemene, inc IAA:env; engineering fees, lega l fees, f: sca I fees, I merest and other min ee I I enecus cos ts, wh ich estimate i s i n A he vevi of $2, 311, 936. H8.

·Y Cost of sa id mp rovement the Heard of TAele A ecv shall 'c the power to issue negotiable bonds of the .istxict after such inq, have hue:: cceripic!:cd and acceptcd; .aid bevves to be cal I ed "San i nary and improvement Di se r v.,. Bonds" a hd she: L: be payed:, ...and hear inAerese as provided by the Gr.a A Ltes of she State of Nebreeka

The Hoard of TA us reel sn 1av Lies v tv, the extent: of spec I vi Aho cost of *such* improvements upon p rope rt. i Cs spec l. y he. All special as sessevee rs wh i ch ray be I eA Led ulyi the p roper t special eene f At ed by such Ott rtvoincs SCIS ii.tiet I et ittd a:tit cons Aie ue e a sinking fund for lhe Es yvvenA o tCerittti :1flt. p r nH pa o A said bonds. The i_strlci a1 e i *so* cause to he Levi ed eneua ly a Lax uphn the

assessed vante of aMI of tte taxable pronermy in rho DisSrimsexcept intangible property, which together with said sink'-.q fund derive' trot special assessments shall be soflicient to meet paymenJ of the inheremL and prfbcipal of said bonds as the same beret: clue; said tax shall be known as the Sanitary and Improvement pis riot Ten and shall be payat:e annua.ly in

tf a met.tlen h:mos:rig this Resmution, signed by propett, owners representing a majority of tike front fueSage which may become subject to assessment for the cost of the impravenenfs as set forth herein, jfa with the Ctcrk of the Mishrich within Three fh) days before the date of the hearing on this Resolution, this Resells:ton shall no be passed.

S[NI 1"23 AND IMPROVSMENi
NO. ?H11 OF SA9PY COMNIi,

.eren Jonhsch, Cha:
Yr. Mminems, Clerk

Publication Dates. May 15 and May 22, 2013

AGENDA

SANITARY AND IMPROVEMENT DISTRICT NO. 291 OF DOUGLAS COUNTY, NEBRASKA HELD AT 9:00 A.M. ON MAY 6, 2013

1. Present Open Meeting Laws.

2. Present executed Dissemination Agent Agreement.

3. Present engineering contract between the District and I Tmp Rynearson & Associates in connection with Whitetail Creek, Phase 2.

4. Present Contract for Financial Advisor/Fiscal Agent Services.

5. Present Disclosures by Underwriter from First National Capital Markets.

6. Present Agreement to Purchase Obligations.

7. Present statements, vote on and approve payment from the General Fund Account olthc District for the following:

a) Omaha Public Power District for electrical services.	$2,788.40
b) Lamp Ryncarson & Associates for engineering services. (#17, 18, 19)	$2,248.12
c) 'rodeo Barricade Company for barricades. (#112585, 112757)	$816.03
cl) Bankers Trust for administration fee for General Fund Warrants. (#9309)	$500.00
e) Utilities Service Group for sewer maintenance. (#9834)	$4,050.00
1) Kuehl Capital Corporation for advisory structuring fees for the General Fund warrants issued at this meeting. (2.50%)	$260.07
g) First National Capital Markets for underwriting fees for the General Fund warrants issued at this meeting. (1.50%)	$159.94

8. Present statements, vote on and approve payment from the Construction Fund Account of the District for the following:

a) Bankers "[rust for administration lee for Construction Fund warrants. (#9308)	$500,00

b) Kuehl Capital Corporation for advisory structuring Res for
the Construction Fund warrants issued at this meeting. (2.50 %) $12.50

c) First National Capital Markets for underwriting fees for the
Construction Fund warrants issued at this meeting. (1.50%) $7.69

9. Present proposed Resolution of Necessity for the construction of Sanitary Sewer, Storm Sewer and Paving - Section II; order hearing to be held and necessary publications for same.