

CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of **Sanitary and Improvement District Number 291 of Sarpy County, Nebraska**, (the "District") and hereby further certify as follows:

1. Annexed to this certificate is a true and correct transcript of the proceedings of the Board of Trustees of the District relating to a meeting of said District held on the date and at the time 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 the journal of proceedings of the District and the undersigned District Clerk has carefully compared the annexed and foregoing transcript with said journal and with the records and files of the District which are in such Clerk's official custody and said transcript is a full, true and complete copy of said journal, records and files which are set out therein.

2. Advance notice for the Meeting was given by publication as set forth in the affidavit of publication contained in the foregoing transcript and was mailed to the Clerk of the municipality or county within whose zoning jurisdiction the District is located at least seven days prior to the date of the 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 with advance 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 for public inspection at the address listed in 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 24 hours prior to the Meeting and each agenda item was sufficiently descriptive to give the public reasonable notice of the matters to be considered at the Meeting.

4. A current copy of the Nebraska Open Meetings Act was available 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 of the location of such copy in the room in which such Meeting was being held. At least one copy of all resolutions and other reproducible written materials, for which actions are shown in said proceedings, was made available for examination and copying by members of the public at the Meeting.

5. The minutes of the Meeting were in written form and available for public inspection within ten (10) 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 after the date of the Meeting, a copy of the minutes of the Meeting was sent to the Clerk of the municipality or county within whose zoning jurisdiction the District is located.

6. No litigation is now pending or threatened to restrain or enjoin the District from the issuance and delivery of any warrants or other obligations issued by the District or the levy and collection of tax or other revenues or relating to any of the improvements for which any such warrants or other obligations were or are issued nor in any manner questioning the 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 for the issuance of any warrants or other obligations by the District have been repealed, revoked 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 WHEREOF, we have hereunto affixed our official signatures this 27th day of March 2015.


Chairperson


Clerk

**MINUTES OF THE MEETING OF THE BOARD OF
TRUSTEES OF SANITARY AND IMPROVEMENT
DISTRICT NO. 291 OF SARPY COUNTY, NEBRASKA
HELD ON MARCH 27, 2015**

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 March 27, 2015 at 11440 West Center Road, Omaha, Nebraska.

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

Notice of the meeting was given in advance thereof by publication in The Bellevue Leader on March 25, 2015, a copy of the Proof of Publication being attached to these minutes. Notice of the meeting was simultaneously given to all members of the Board 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 for review and inspection and stated the location of said copy in the room in which such meeting was being held.

The Chairman next presented the Contract for Engineering Services between the District and Lamp Rynearson & Associates, for providing engineering services in connection with Whitetail Creek Phase 3 Lots 239-480, whereupon, a motion was duly made, seconded and upon a roll call vote of "aye" by the Trustees, the Chairman and Clerk were 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 fully executed Disclosure and Purchase Agreement between the District and First National Capital Markets and the Clerk was then directed to attach a copy to these minutes.

The Chairman then presented the following statements payable from the General Fund Account of the District and the Clerk was directed to attach a copy of said statement to these minutes:

a) Lamp Rynearson & Associates for engineering services. (#43)	\$1,146.13
b) Chastain Otis for reinstated Chairman and Clerk bonds. (#25964)	\$120.00
c) Todco Barricade Company for temporary stop signs on Cottonwood Street and Greenleaf Street at 192 nd Street. (#117673, 117845, 118792, 119064)	\$865.22
d) Hausman Enterprises for sanitary sewer maintenance. (#1704)	\$316.50
e) Kuehl Capital Corporation for advisory structuring fees for the General Fund warrants issued at this meeting. (2.5%)	\$61.19
f) First National Capital Markets for underwriting fees for the General Fund warrants issued at this meeting. (1.5%)	\$37.63
Total	\$2,509.04

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. 907 through 912, 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 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 March 27, 2018; to-wit:

- 1) Warrant No. 907 for \$1,146.13 payable to Lamp Rynearson & Associates for engineering services.
- 2) Warrant No. 908 for \$120.00 payable to Chastain-Otis for Chairman and Clerk bonds.
- 3) Warrant No. 909 for \$865.22 payable to Todco Barricade for temporary stop signs..
- 4) Warrant No. 910 for \$316.50 payable to Hausman Enterprises for sanitary sewer maintenance.
- 5) Warrant No. 911 for \$61.19 payable to Kuehl Capital Corporation for advisor fees for General Fund warrants issued at this meeting.
- 6) Warrant No. 912 for \$37.63 payable to First National Capital Markets for underwriting fees for General Fund warrants issued at this meeting.

Then 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 of Sarpy County, Nebraska the District hereby authorizes and directs the Chair or Clerk to file or cause to be filed, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), pertaining to the General Fund Warrants;

No opinion of nationally recognized counsel in the area of municipal finance has been delivered with respect to the treatment of interest on the General Fund Warrants. Purchasers of the General Fund Warrants are advised to consult their tax advisors as to the tax consequences of purchasing or holding the General Fund Warrants.

The Chairman then presented the engineer's estimate for the construction of Sanitary Sewer, Storm Sewer and Paving - Phase 3, together with an estimate of the total cost of said improvement 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 \$2,578,586.77.

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 Improvement District No. 291 of Sarpy County, Nebraska that the hearing on the proposed Resolution of Advisability and Necessity for the construction of Outfall Sewer and Sanitary Sewer - Section I shall be held at 13903 So. 47th Street, Bellevue, Nebraska at 9:00 a.m. on May 6, 2015 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.

BE IT FURTHER RESOLVED that the notice of said hearing shall be given by publication in the Bellevue Leader, a legal newspaper of Sarpy County, Nebraska for two consecutive weeks on April 22 and April 29, 2015, 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 to come before the meeting, the meeting was adjourned.



Loren Johnson, Chairman

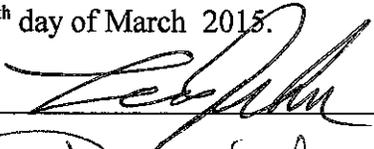


Jim Ermons, Clerk

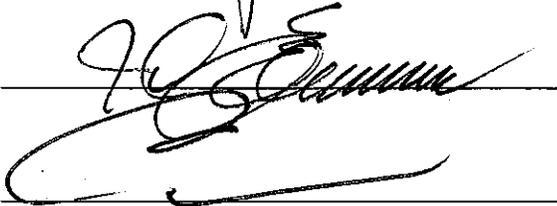
ACKNOWLEDGMENT OF RECEIPT OF
NOTICE OF MEETING

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 March 27, 2015 at 13903 So. 47th Street, Bellevue, Nebraska.

DATED this 27th day of March 2015.



Paul 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 Trustees of said District held on March 27, 2015 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 March 25, 2015 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.

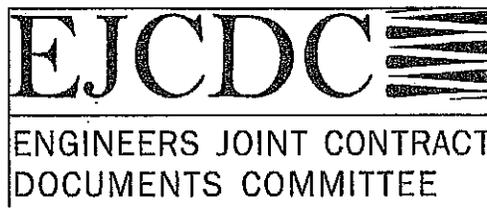

Clerk

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



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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This Agreement has been prepared for use with the Standard General Conditions of the Construction 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 Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

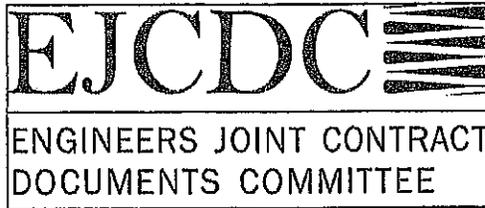
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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of April 6 , 2015 ("Effective Date") between
S.I.D. No. 291 of Sarpy County (Whitetail Creek) ("Owner") and
Lamp, Rynearson and Associates, Inc. ("Engineer").

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

Public Improvements for Whitetail Creek, Lots 239-480 and Outlots D-H ("Project").

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

Engineering study, design, and construction administration.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- 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 be 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.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time 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 be 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 are 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 of~~ upon receipt.

4.02 *Payments*

- A. *Application to Interest and 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:
 - 1. 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) computed 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.
- C. *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.

- 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 Performance*

- 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-furnished 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 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by

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 6.01.A, 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.

F. 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 (EJCDC 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. Copies of the Engineer revised document are available for review.

H. 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, Engineer's 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.

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 A1.05. 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 sealed 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 are 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 be 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 the 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: (1) 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 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 per 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 Supplementary Conditions prepared by the 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 not 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 up to 90 days upon seven days written notice to Engineer.

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 days 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:**
 - 1) 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 the 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 case 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 6.05.B 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.
- D. **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.1, 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 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.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, 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.C 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 H 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 H, 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.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) 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 be 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 (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify 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 (1) 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, 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 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 be 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 be performed for or furnished to Owner by Engineer in accordance with ~~Part 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 8.01 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 in accordance with ~~Part 1 of~~ Exhibit A of this Agreement.

5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
6. *Construction Cost* – The 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. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.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.; (f) 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. ~~Approved~~Reviewed Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – 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.

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 incurred 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 "RPR" 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 be 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.
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 H, 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 239-480 and Outlots D-H Final Plat.

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 Agreement 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:
S.I.D. No. 291 of Sarpy County (Whitetail Creek)

By: [Signature]

Title: Chairman

Date Signed: 3/27/15

Engineer:
Lamp, Rynearson & Associates, Inc.

By: [Signature]
Terry Atkins, P.E.

Title: Senior Vice President

Date Signed: _____

Engineer License or
Firm's Certificate No. CA0130E
State of: Nebraska

Address for giving notices:
Fullenkamp, Doyle & Jobeun
11440 West Center Road, Suite C
Omaha, NE 68144

Designated Representative (Paragraph 8.03.A):

Mr. Brian Doyle

Title: Attorney

Phone Number: 402-334-0700

Facsimile Number: 402-334-0815

E-Mail Address: brian@fdjlaw.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):

John E. Coolidge, Jr., P.E.

Title: Principal

Phone Number: 402-496-2498

Facsimile Number: 402-496-2730

E-Mail Address: john.coolidge@LRA-inc.com

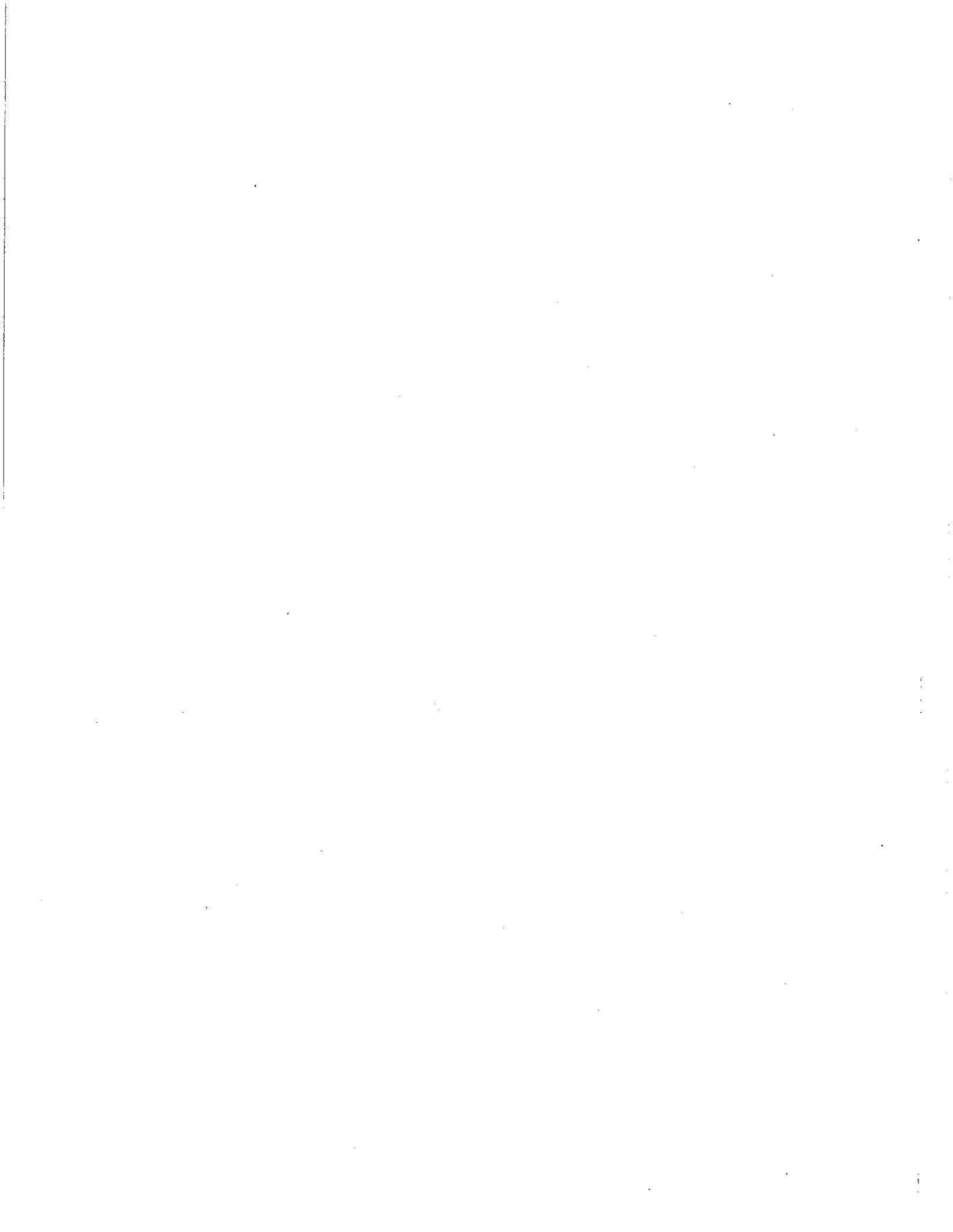


EXHIBIT A
Engineer's Services

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:

1. 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 are 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.

A1.02 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.

A1.03 *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:
1. 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, and 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 A1.03.A.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:
1. 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 with 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.

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 F 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 be to enable Engineer to better carry 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.
11. *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 be 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 A1.05.A.11. 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

A2.01 *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 under 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 A1.01.A.4.
 5. Services required as a result of Owner's providing incomplete or incorrect 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, rate 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.
10. 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 eurrent Laws and Regulations.
16. Preparing Reeord 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 conneection 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 proeedures 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.
1. 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 indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) 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.B.
 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 April 6, 2015.

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.

- 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.
- H. 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:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and 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 constructability 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.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. 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.
- 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.

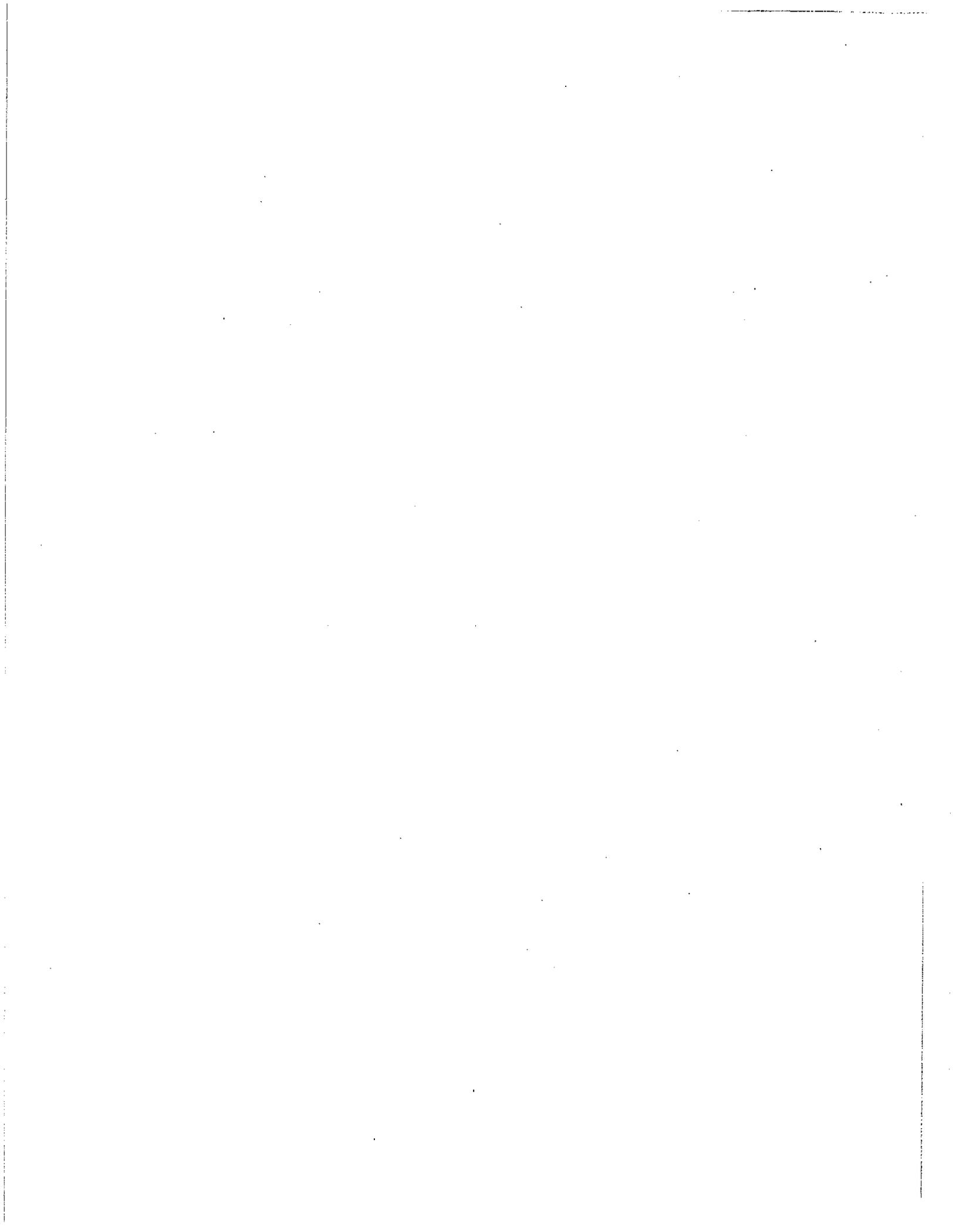


EXHIBIT C
Payments to Engineer for Services and Reimbursable Expenses

C1.01 *Compensation for Basic Services (including Resident Project Representative) – Lump Sum Method of Payment*

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

1. A Lump Sum amount of **\$596,026** based on the following estimated distribution of compensation:

a. Sanitary Sewer Design	\$58,719
b. Interceptor Sewer Fees (Non-Omaha)	\$2,091
e. Storm Sewer Design	\$36,606
d. Storm Sewer Land Acquisition	\$2,214
e. Paving Interior Design	\$136,659
f. Water Interior	\$80,884
g. Water Exterior	\$8,151
h. Power	\$38,718
i. Sanitary Sewer Interior C.A.	\$58,719
j. Storm Sewer C.A.	\$36,606
k. Paving C.A.	\$136,659

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 Lump Sum includes compensation for Engineer's 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 be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

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

C1.02 *Compensation for Additional Services*

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

1. 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 are 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 1) 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:
1. 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. *Factors:* 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.

C1.03 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:

LAMP, RYNEARSON & ASSOCIATES, INC.
MISCELLANEOUS CHARGES
MARCH 30, 2014 - MARCH 28, 2015

- A. SUBSISTENCE:
Subsistence for employees away from headquarters shall be chargeable in accordance with the per diem schedule of the U.S. General Services Administration available at www.gsa.gov.
- 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, Ryneerson & Associates, Inc., for commercial travel shall be chargeable at the actual cost incurred by Lamp, Ryneerson & Associates, Inc.
- C. MATERIALS:
All materials other than normal office supplies which are used by Lamp, Ryneerson & 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 AND PLOTS:
All reproduction and plotting work performed by Lamp, Ryneerson & 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, Ryneerson & 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, Ryneerson & Associates, Inc., shall be charged for at the following rates:
- | | | | |
|-----------------------------|---------------------------|--------------------------|-------------------------|
| Electronic Total Station | \$15 - \$25 /Hour | | |
| Robotic Total Station w/RCS | \$30 /Hour | | |
| GPS Rover | \$22 - \$33 /Hour | | |
| GPS Base & Rover | \$25 - \$62 /Hour | | |
| 4X4 ATV Polaris Ranger | \$20 /Hour | | |
| Plots (Color) | \$2.50/SF (bond) | \$6.00/SF (mylar) | \$6.00/SF (photo paper) |
| Plots (B&W) | \$0.15 - \$0.40/SF (bond) | \$1.10-\$2.00/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, Ryneerson & 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, Ryneerson & Associates, Inc., who reserves the right to substitute the new miscellaneous charges schedule upon 30 days' notice.

C1.04 Standard Hourly Rates Schedule

E. Standard Hourly Rates:

1. 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 1) to reflect equitable changes in the compensation payable to Engineer.
3. The Standard Hourly Rates apply only as specified in Exhibit C.

F. Schedule:

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

LAMP, RYNEARSON & ASSOCIATES, INC.
HOURLY RATE SCHEDULE
MARCH 30, 2014 - MARCH 28, 2015

PRINCIPALS	HOURLY RATE
Principal I	\$195.00
Principal II	\$218.00
Principal III	\$231.00
Principal IV	\$246.00
Principal V	\$272.00
GROUP LEADERS	HOURLY RATE
Group Leader I	\$139.00
Group Leader II	\$154.00
Group Leader III	\$170.00
Senior Group Leader I	\$192.00
Senior Group Leader II	\$200.00
Senior Group Leader III	\$216.00
Senior Group Leader IV	\$231.00
PROJECT MANAGERS	HOURLY RATE
Project Mgr I	\$117.00
Project Mgr II	\$124.00
Project Mgr III	\$133.00
Sr Project Mgr I	\$136.00
Sr Project Mgr II	\$143.00
Sr Project Mgr III	\$154.00
Sr Project Mgr IV	\$164.00
Sr Project Mgr V	\$176.00
Sr Project Mgr VI	\$182.00
PROJECT ENGINEERS	HOURLY RATE
Project Eng I	\$80.00
Project Eng II	\$86.00

Project Eng III	\$94.00
Project Eng IV	\$102.00
Project Eng V	\$111.00
Sr Project Eng I	\$104.00
Sr Project Eng II	\$115.00
Sr Project Eng III	\$133.00
Sr Project Eng IV	\$143.00
Sr Project Eng V	\$156.00
Sr Project Eng VI	\$176.00

ENGINEERING INTERNS	HOURLY RATE
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Engineering Intern I	\$52.00
Engineering Intern II	\$61.00

LAND PLANNERS	HOURLY RATE
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Land Planner I	\$68.00
Land Planner II	\$76.00
Land Planner III	\$84.00
Land Planner IV	\$92.00
Sr Landscape Architect I	\$97.00
Sr Landscape Architect II	\$110.00
Sr Landscape Architect III	\$123.00
Sr Landscape Architect IV	\$139.00
Sr Landscape Architect V	\$155.00

HYDROGEOLOGIST	HOURLY RATE
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Hydrogeologist IV	\$127.00
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GIS	HOURLY RATE
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GIS Intern I	\$45.00
GIS Intern II	\$53.00
GIS Technician	\$61.00
GIS Specialist I	\$69.00
GIS Specialist II	\$79.00
GIS Specialist III	\$86.00
Sr GIS Specialist I	\$85.00
Sr GIS Specialist II	\$92.00
Sr GIS Specialist III	\$100.00
GIS Manager	\$138.00

3D SERVICES	HOURLY RATE
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3D Application Specialist IV	\$86.00
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PROJECT DESIGNERS AND ADMINISTRATORS	HOURLY RATE
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Project Designer I	\$71.00
Project Designer II	\$82.00
Project Designer III	\$87.00
Project Designer IV	\$95.00
Sr Project Designer I	\$103.00
Sr Project Designer II	\$115.00

Sr Project Designer III	\$131.00
Project Administrator I	\$64.00
Project Administrator II	\$73.00
Project Administrator III	\$81.00
Project Administrator IV	\$90.00
ENGINEERING/CAD/TECHNICIANS	
HOURLY RATE	
Engineering Tech I	\$67.00
Engineering Tech II	\$71.00
Engineering Tech III	\$77.00
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	\$111.00
CONSTRUCTION ENGINEERS	
HOURLY RATE	
Construction Eng I	\$72.00
Construction Eng II	\$79.00
Construction Eng III	\$86.00
Construction Eng IV	\$94.00
Construction Eng V	\$101.00
Sr Construction Eng I	\$101.00
Sr Construction Eng II	\$115.00
Sr Construction Eng III	\$124.00
Sr Construction Eng IV	\$135.00
Sr Construction Eng V	\$145.00
Sr Construction Eng VI	\$158.00
CONSTRUCTION OBSERVERS	
HOURLY RATE	
Observer I	\$49.00
Observer II	\$58.00
Observer III	\$71.00
Observer IV	\$78.00
Observer V	\$87.00
CONSTRUCTION COORDINATORS	
HOURLY RATE	
Const Coord I	\$85.00
Const Coord II	\$93.00
Const Coord III	\$102.00
LAND SURVEYORS	
HOURLY RATE	
Land Surveyor I	\$87.00
Land Surveyor II	\$97.00
Land Surveyor III	\$109.00
Sr Land Surveyor I	\$123.00
Sr Land Surveyor II	\$139.00
Surv Proj Manager I	\$80.00

Surv Proj Manager II	\$99.00
Surv Proj Manager III	\$116.00
Sr Survey Project Manager I	\$126.00
Sr Survey Project Manager II	\$146.00
Sr Survey Project Manager III	\$154.00

SURVEY OFFICE/CAD TECHNICIANS	HOURLY RATE
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Survey Technician I	\$68.00
Survey Technician II	\$73.00
Sr Survey Tech I	\$76.00
Sr Survey Tech II	\$83.00

PARTY CHIEFS	HOURLY RATE
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Party Chief I	\$67.00
Party Chief II	\$76.00
Party Chief III	\$83.00

SURVEY FIELD CREW	HOURLY RATE
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Field Tech Apprentice	\$45.00
Field Tech I	\$54.00
Field Tech II	\$59.00
Field Tech III	\$66.00

OFFICE	HOURLY RATE
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Acct Assistant I	\$52.00
Acct Assistant II	\$61.00
Acct Assistant III	\$69.00
Administrative Intern	\$36.00
Administrative Asst I	\$51.00
Administrative Asst II	\$59.00
Administrative Asst Sr I	\$64.00
Administrative Asst Sr II	\$72.00
Administrative Coord	\$74.00
Client Development Manager I	\$97.00
Client Development Manager II	\$108.00
Client Development Manager III	\$125.00
Client Development Director	\$161.00
Controller	\$144.00
Graphic Designer I	\$71.00
HR Assistant I	\$49.00
HR Assistant II	\$57.00
HR Manager	\$113.00
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
Marketing Coord II	\$71.00
Offices Services Manager	\$101.00

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 April 6, 2015.

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:

D1.01 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 A1.05 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.

- 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.
 - e. 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 ~~approved~~ 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 Project 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 progress 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-ups:
 - 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 are 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 to 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,

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 of 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.
- e. 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 Engineer.

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 determination 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.
- c. 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 Completion ~~Notice of Acceptability of the Work (Exhibit E)~~.

D. Resident Project Representative shall not:

1. 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.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 6, 2015.

Insurance

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

G6.04 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: \$500,000
 - 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 \$1,000,000
- f. Professional Liability --
 - 1) Each Claim Made \$1,000,000
 - 2) Annual Aggregate \$1,000,000
- g. Other (specify): \$_____

2. By Owner:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Each Accident \$100,000
 - 2) Disease, Policy Limit \$500,000
 - 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 --
 - 1) Each Oeurrence: \$1,000,000
 - 2) General Aggregate: \$1,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
 - Each Accident: \$1,000,000
- 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:
 - a. 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.

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 6, 2015.

Dispute Resolution

Paragraph 6.08 of the Agreement is 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 approved by both Engineer and Owner and experienced in resolving disputes arising for the performance of engineering services. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) 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.

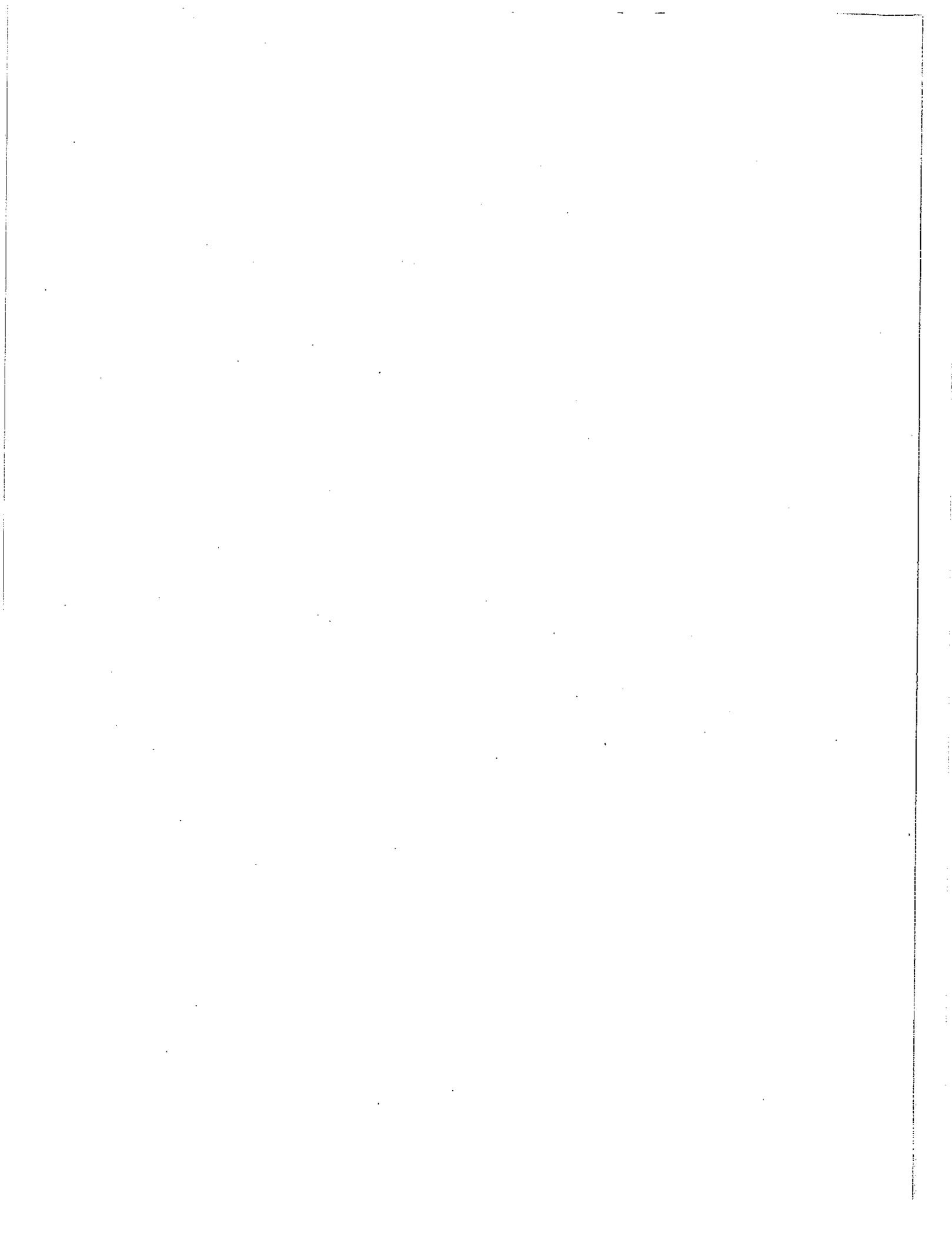
This is **EXHIBIT I**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 6, 2015.

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.



This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 6, 2015.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: _____
- c. Engineer: Lamp, Rynearson & 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 be performed by Engineer in accordance 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:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List 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.

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: _____

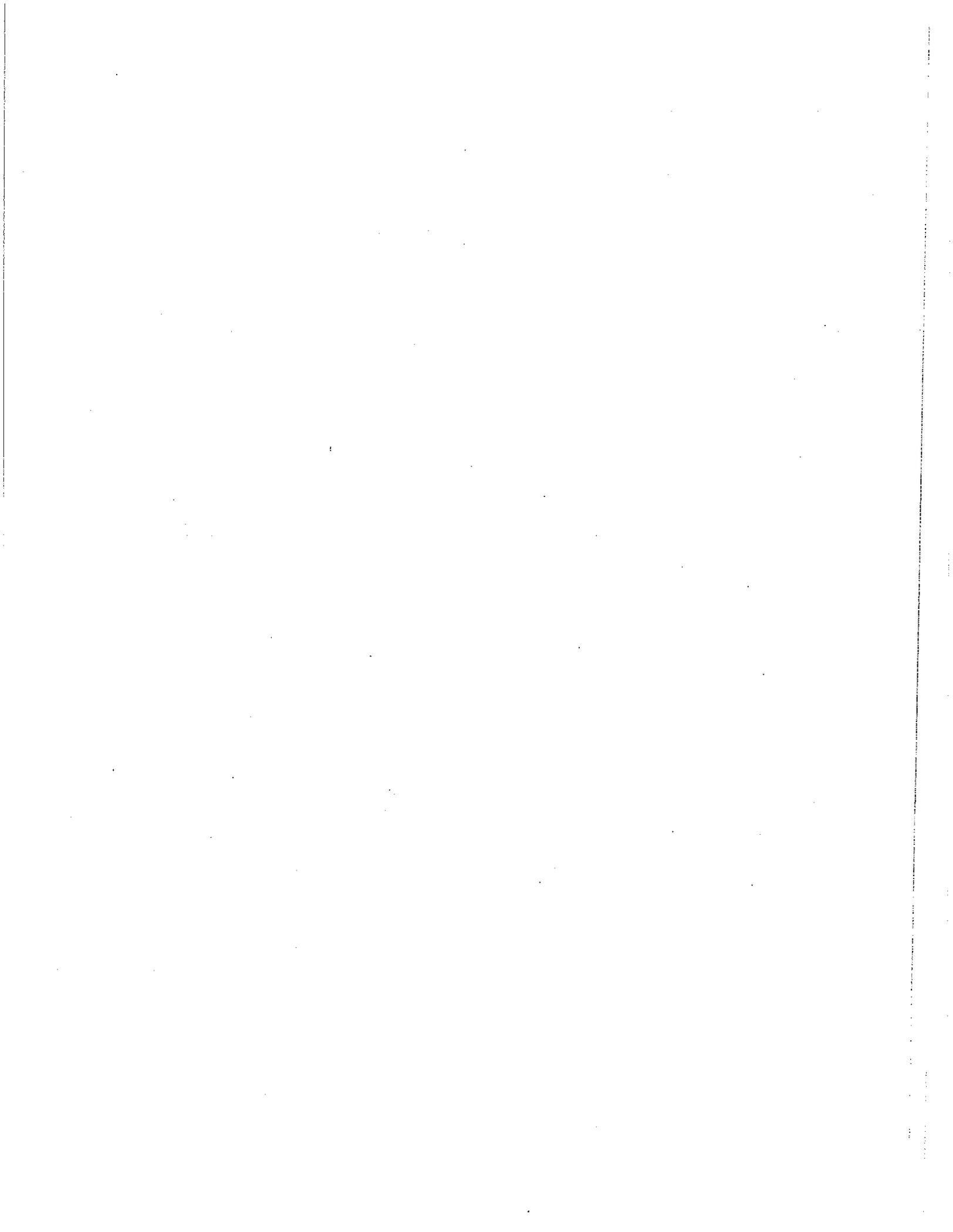
By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



February 23, 2015

Sanitary and Improvement District No. 291
Of Sarpy County, Nebraska
11440 West Center Rd
Omaha, NE 68144

Attn: Brian Doyle

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

Dear Chairperson:

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).

(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 transaction².

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.

²

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: David Cota

David Cota, President of First National Capital Markets

ACKNOWLEDGEMENT OF RECEIPT:

By: Loren Johnson
Name: LOREN JOHNSON
Title: CHAIRMAN

AGREEMENT TO PURCHASE OBLIGATIONS

THIS AGREEMENT TO PURCHASE OBLIGATIONS (the "Agreement") is entered into as of March 6, 2015 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, 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 1. 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 FNCMI 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:

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

(ii) 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 possible 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 FNCMI pertaining to the Bonds. FNCMI shall comply with all MSRB rules applicable to the particular series of Bonds, including G-14, 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 2.0% 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. 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 1) 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 be 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 David Goff
Its President

KUEHL CAPITAL CORPORATION

By [Signature]
Its MANAGING DIRECTOR

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

By [Signature]
Its CHAIRMAN

[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:

1. 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)(1), (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 1). 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: _____

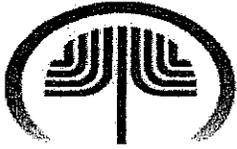
APPENDIX B
Estimated Costs of Improvements

See Attached

Specials					
G.O. Reimbursable	\$	3,609,019		58.86%	
General Obligation	\$	585,346		9.55%	
	\$	1,936,747		31.59%	
TOTAL	\$	6,131,112		100%	
168 SF Homes @ \$200,000	\$	33,600,000			
71 SF Homes @ \$250,000	\$	17,750,000			
239 Total	\$	51,350,000			
Special Assessments per lot	\$	15,100			
Est. of Value at 100% Development	\$	51,350,000	G.O. DN		3.77%
Est. of Value at 90% Development	\$	46,215,000	G.O. DN		4.19%
Warrant Total to be Issued	\$	6,131,112 *			
Warrants to be Issued for Storm Sewer Land Acquisition	\$	90,756			

<u>ITEM</u>	<u>TOTAL</u>	<u>Specials</u>	<u>Reimb</u>	<u>G.O.</u>
Sanitary Sewer	788,513	772,743	-	15,770
Paving - Minor	1,835,135	1,520,651	-	314,484
Paving - Major	645,151	-	-	645,151
Sidewalks	-	-	-	-
Water - Interior	889,727	889,727	-	-
Water - Exterior	334,192	-	167,096	167,096
Water - Pioneer Main Fee	180,750	-	-	180,750
Underground Electrical	425,898	425,898	-	-
Lift Station	-	-	-	-
Sewer Fees	503,991	-	418,250	85,741
Storm Sewer	491,563	-	-	491,563
Administrative Fee - (1% to City)	36,192	-	-	36,192
Park Fees	-	-	-	-
TOTAL	6,131,112	3,609,019	585,346	1,936,747

* Storm Sewer Land Acquisition Is Paid to Developer when it is feasible for the District



**LAMP RYNEARSON
& ASSOCIATES**
ENGINEERS | SURVEYORS | PLANNERS

14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-inc.com

April 02, 2015

Invoice No: 0109067.90 - 0000043

Brian Doyle
S.I.D. No. 291 of Sarpy County, NE
Fullenkamp, Doyle & Jobeun
11440 West Center Road, Suite C
Omaha, NE 68144

Project 0109067.90 WHITETAIL CREEK - S.I.D. 291 G.F.
Professional Services through March 14, 2015

Task	375	CONSULTATION		103.20
			Total this Task	\$103.20
Task	381	SANITARY SEWER MAINTENANCE		203.56
			Total this Task	\$203.56
Task	386	EROSION CONTROL MAINTENANCE		114.09
			Total this Task	\$114.09
Task	392	UTILITY LOCATES		496.91
			Total this Task	\$496.91
Task	393	SIGN MAINTENANCE		228.37
			Total this Task	\$228.37
			TOTAL INVOICE AMOUNT	\$1,146.13

Outstanding Invoices

Number	Date	Balance
0000041	2/17/2015	1,621.92
0000042	3/10/2015	369.58
Total		1,991.50

Terms: Due Upon Receipt

Chastain-Otis

9394 West Dodge Road Suite 150
Omaha, NE 68114-3319
Phone: 402-397-2500 Fax: 402-397-2467

INVOICE NO. 25964		Page 1
ACCOUNT NO.	CSR	DATE
SID29-1	SC	02/26/2015
PRODUCER		
David R. Chastain, CLU,CPCU		

SID #291

Fullenkamp, Doyle & Jobeun
11440 W Center Road
Omaha, NE 68114

itm #	Due Date	Trn	Type	Policy #	Description	Amount
530430	02/26/15	REN	BOND	112104	reinstatement of chairman bond	\$50.00
530432	02/26/15	REN	BOND	112105	Policy clerk bond reinstated	\$70.00
Invoice Balance:						\$120.00



**LAMP RYNEARSON
& ASSOCIATES**
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[F] 402.496.2730
www.LRA-Inc.com

March 16, 2015

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
Omaha, NE 68144

REFERENCE: S.I.D. No. 291 (Whitetail Creek)
Street Signs
LRA Job No. 0109067 90-393

Dear Members of the Board:

Enclosed are the following invoices, from Todco Barricade Company, for temporary stop signs on Cottonwood Street and Greenleaf Street at 192nd Street within the referenced District.

Invoice No.	Invoice Date	Amount
117673	03/31/2014	\$112.04
117845	04/30/2014	\$186.74
118792	08/31/2014	\$192.96
119064	09/30/2014	\$186.74
Total		\$678.48

Additionally, enclosed is Invoice No. 117926, dated May 20, 2014, from Todco Barricade Company, for temporary stop signs within the District prior to permanent sign installation, in the amount of \$186.74.

Payment directly to Todco Barricade Company in the amount of \$865.22 is recommended.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

David T. McIvor, P.E.
Senior Construction Engineer

Enclosure

c w/enc: Loren Johnson
c: Todco Barricade Company

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Leaving a Legacy of Enduring Improvements to Our Communities - PURPOSE STATEMENT

TODCO BARRICADE COMPANY

I N V O I C E

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

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

JOB : 192ND, COTTONWOOD & GREEN
LEAF
ORDERED BY STEPHEN

CUST NO.	CUST P.O.	INV NO	INV DATE	MINIUM
845-3235	3/14/14	117673	03/31/2014	98.00

DESCRIPTION	DEL	PU	BAL	FROM-DTE	TO-DTE	QTY	DAYS	PRICE	TOTAL
STOP SIGNS & STANDS	2	0	2	03/14/2014	03/31/2014	2	18	2.950	106.20

RENTAL	DEL/SERV	FUEL/LAB	STATE TAX	CITY-TAX	TOTAL DUE
106.20	0.00	0.00	5.84	0.00	112.04

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

I N V O I C E

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

JOB : 192ND, COTTONWOOD & GREEN
LEAF
ORDERED BY STEPHEN

CUST NO. CUST P.O. INV NO INV DATE MINIMUM

845-3235 3/14/14 117845 04/30/2014 0.00

DESCRIPTION	DEL	PU	BAL	FROM-DTE	TO-DTE	QTY	DAYS	PRICE	TOTAL
STOP SIGNS & STANDS	0	0	2	04/01/2014	04/30/2014	2	30	2.950	177.00

RENTAL	DEL/SERV	FUEL/LAB	STATE TAX	CITY-TAX	TOTAL DUE
177.00	0.00	0.00	9.74	0.00	186.74

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

I N V O I C E

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

JOB : 192ND, COTTONWOOD & GREEN
LEAF
ORDERED BY STEPHEN

CUST NO. CUST P.O. INV NO INV DATE MINIMUM

845-3235 3/14/14 118792 08/31/2014 0.00

DESCRIPTION	DEL	PU	BAL	FROM-DTE	TO-DTE	QTY	DAYS	PRICE	TOTAL
STOP SIGNS & STANDS	0	0	2	08/01/2014	08/31/2014	2	31	2.950	182.90

RENTAL	DEL/SERV	FUEL/LAB	STATE TAX	CITY-TAX	TOTAL DUE
182.90	0.00	0.00	10.06	0.00	192.96

TODCO BARRICADE COMPANY

I N V O I C E

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

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

JOB : 192ND, COTTONWOOD & GREEN
LEAF
ORDERED BY STEPHEN

CUST NO.	CUST P.O.	INV NO	INV DATE	MINIUM
845-3235	3/14/14	119064	09/30/2014	0.00

DESCRIPTION	DEL	PU	BAL	FROM-DTE	TO-DTE	QTY	DAYS	PRICE	TOTAL
STOP SIGNS & STANDS	0	0	2	09/01/2014	09/30/2014	2	30	2.950	177.00

RENTAL	DEL/SERV	FUEL/LAB	STATE TAX	CITY-TAX	TOTAL DUE
177.00	0.00	0.00	9.74	0.00	186.74

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

I N V O I C E

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

JOB : 192ND-189TH, REDWOOD-BRIAR
ORDRED BY DAVE MCIVOR

CUST NO.	CUST P.O.	INV NO	INV DATE	MINIUM
845-3368	5/5/14	117926	05/20/2014	98.00

DESCRIPTION	DEL	PU	BAL	FROM-DTE	TO-DTE	QTY	DAYS	PRICE	TOTAL
STOP SIGNS & STANDS	5	0	5	05/05/2014	05/16/2014	5	12	2.950	177.00
	0	5	0	05/16/2014					

RENTAL	DEL/SERV	FUEL/LAB	STATE TAX	CITY-TAX	TOTAL DUE
177.00	0.00	0.00	9.74	0.00	186.74



**LAMP RYNEARSON
& ASSOCIATES**
ENGINEERS | SURVEYORS | PLANNERS

14710 W. Dodge Rd., Ste. 100
Omaha, Nebraska 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-Inc.com

March 16, 2015

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 Maintenance
LRA Job No. 0109067.90-381

Dear Members of the Board:

Enclosed is Invoice No. 1704, dated February 26, 2015, from Hausman Enterprises, for uncovering sanitary manholes within the referenced District.

We recommend payment directly to Hausman Enterprises in the amount of \$316.50.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

David T. McIvor, P.E.
Senior Construction Engineer

Enclosure

c w/enc: Loren Johnson
c: Hausman Enterprises

mm\Engineering\0109067.90\ADMIN\SaniSewer2015\INV Hausman 150316.docx

Leaving a Legacy of Enduring Improvements to Our Communities - PURPOSE STATEMENT

ENGINEERS SURVEYORS PLANNERS

HAUSMAN ENTERPRISES

4438 SO. 139TH ST.
 OMAHA, NE 68137
 402-681-9588

Invoice

DATE	INVOICE NO.
2/26/2015	1704

Bill To
SID 291 WHITETAIL CREEK DAVE MCIVOR LAMP RYNEARSON 14710 WEST DODGE RD. #100 OMAHA, NE 68154

REC'D MAR 02 2015

DESCRIPTION	RATE	QUANTITY	P.O. NO.	DUE DATE
				Net 30
			AMOUNT	
WHITETAIL CREEK - DIG OUT MANHOLE COVERS IN PHASE III				
RUBBER TIRE BACKHOE LOADER / PRICE PER HOUR	105.00	2.5		262.50
LABOR PER HOUR	36.00	1.5		54.00
Nebraska Sales Tax	5.50%			0.00
TERMS NET 30 DAYS. INTEREST WILL BE CHARGED AT 1.5% PER MONTH ON ALL PAST DUE INVOICES			Total	\$316.50

Phone #	Fax #	E-mail
402-681-9588	866-404-3020	tim.hoffman@hausmanenterprises.com



LAMP RYNEARSON
& ASSOCIATES
ENGINEERS | SURVEYORS | PLANNERS

14710 W. Dodge Rd., Ste. 100
Omaha, Nebraska 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-inc.com

March 26, 2015

VIA EMAIL

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
brian@fdjlaw.com

REFERENCE: S.I.D. No. 291 (Whitetail Creek)
Sanitary Sewer, Storm Sewer, and Paving, Phase 3
LRA Job No. 0109067.33-030/040/050

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., on April 29, 2015, at our office. Please send us a copy of the notice to contractors when it is published. Cost of the plans will be \$41.00 (prepaid) if picked up, and \$51.00 (prepaid) if mailed, which is not refundable.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

Aaron J. Grote, P.E.
Senior Project Engineer

Enclosures

c: Loren Johnson

g:\L:\Engineering\0109067\ADMIN\Sanitary Storm Paving 3\ADV 150325.docx

Leaving a Legacy of Enduring Improvements to Our Communities - PURPOSE STATEMENT

ENGINEERS SURVEYORS PLANNERS



**LAMP RYNEARSON
& ASSOCIATES**
ENGINEERS | SURVEYORS | PLANNERS

March 26, 2015

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

14710 W. Dodge Rd., Ste. 100
Omaha, Nebraska 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-Inc.com

REFERENCE: S.I.D. No. 291 (Whitetail Creek)
Sanitary Sewer, Storm Sewer, and Paving, Phase 3
LRA Job No. 0109067 33-030/040/050

Dear Members of the Board:

The following is our Engineer's 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	5,885	LF	\$16.50	\$97,102.50
2	CONSTRUCT 8" SANITARY SEWER PIPE	8,400	LF	\$17.00	\$142,800.00
3	CONSTRUCT 54" I.D. SANITARY MANHOLE	480	VF	\$290.00	\$139,200.00
4	ADJUST EXISTING MANHOLE UP TO GRADE	25	VF	\$350.00	\$8,750.00
5	CONSTRUCT 8" DIAMETER DROP CONNECTION	5	VF	\$50.00	\$250.00
6	CONSTRUCT 8" X 6" WYE	169	EA	\$50.00	\$8,450.00
7	CONSTRUCT 6" SANITARY SERVICE RISER	125	VF	\$25.00	\$3,125.00
8	CONSTRUCT 8" PIPE PLUG	1	EA	\$100.00	\$100.00
9	CONSTRUCT 6" MANHOLE STUBOUT	24	EA	\$75.00	\$1,800.00
10	CONSTRUCT 8" CONNECTION TO 54" MANHOLE	5	EA	\$400.00	\$2,000.00
11	CONSTRUCT 6" PIPE BEDDING	5,885	LF	\$3.00	\$17,655.00
12	CONSTRUCT 8" PIPE BEDDING	8,400	LF	\$3.50	\$29,400.00
13	STABILIZATION TRENCH W/ CRUSHED LIMESTONE	50	TN	\$25.00	\$1,250.00
14	JET EXISTING SANITARY SEWER	8,400	LF	\$0.75	\$6,300.00
STORM					
15	GENERAL GRADING AND SHAPING	1	LS	\$10,000.00	\$10,000.00
16	CONSTRUCT 18" R.C.P., CLASS III	1,340	LF	\$22.00	\$29,480.00

Leaving a Legacy of Enduring Improvements to Our Communities - PURPOSE STATEMENT

ENGINEERS SURVEYORS PLANNERS

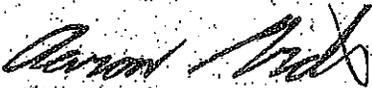
ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
17	CONSTRUCT 24" R.C.P., CLASS III	1,740	LF	\$28.00	\$48,720.00
18	CONSTRUCT 30" R.C.P., CLASS III	540	LF	\$35.00	\$18,900.00
19	CONSTRUCT 36" R.C.P., D(0.01) = 1,350	40	LF	\$42.00	\$1,680.00
20	CONSTRUCT 42" R.C.P., D(0.01) = 1,350	55	LF	\$52.00	\$2,860.00
21	CONSTRUCT 54" I.D. MANHOLE (5 EA)	26	VF	\$280.00	\$7,280.00
22	CONSTRUCT 84" I.D. MANHOLE (1 EA)	7	VF	\$750.00	\$5,250.00
23	EXTERNAL FRAME SEAL	2	EA	\$310.00	\$620.00
24	CONSTRUCT MANHOLE RING COLLAR	2	EA	\$350.00	\$700.00
25	CONSTRUCT 18" PIPE BEDDING	1,340	LF	\$2.50	\$3,350.00
26	CONSTRUCT 24" PIPE BEDDING	1,740	LF	\$3.00	\$5,220.00
27	CONSTRUCT 30" PIPE BEDDING	540	LF	\$4.00	\$2,160.00
28	CONSTRUCT 36" PIPE BEDDING	40	LF	\$4.50	\$180.00
29	CONSTRUCT 42" PIPE BEDDING	55	LF	\$5.00	\$275.00
30	CONSTRUCT 30" R.C. FLARED END SECTION	1	EA	\$1,000.00	\$1,000.00
31	CONSTRUCT 36" FLARED END SECTION	1	EA	\$1,200.00	\$1,200.00
32	CONSTRUCT 42" FLARED END SECTION	1	EA	\$1,600.00	\$1,600.00
33	CONSTRUCT ROCK RIP-RAP - TYPE "B" (3 EA)	60	TON	\$28.00	\$1,680.00
34	ROLLED EROSION CONTROL MATTING TYPE II	1,000	SY	\$8.00	\$8,000.00
35	STABILIZE TRENCH WITH CRUSHED LIMESTONE	80	TN	\$20.00	\$1,600.00
PAVING					
36	REMOVE END OF STREET BARRICADE	3	LF	\$500.00	\$1,500.00
37	REMOVE PAVEMENT	30	SY	\$8.00	\$240.00
38	SAW CUT PAVEMENT	160	LF	\$4.00	\$640.00
39	7" CONCRETE PAVEMENT - TYPE L65	33,100	SY	\$29.00	\$959,900.00
40	CONSTRUCT 5" PC CONCRETE SIDEWALK	10,450	SF	\$5.50	\$57,475.00
41	COMMON EARTH EXCAVATION	11,050	CY	\$3.00	\$33,150.00
42	ADJUST MANHOLE TO GRADE (44 SANITARY, 3 STORM)	47	EA	\$250.00	\$11,750.00
43	EXTERNAL FRAME SEAL (44 SANITARY, 3 STORM)	47	EA	\$400.00	\$18,800.00
44	CONSTRUCT END OF STREET BARRICADE	2	EA	\$900.00	\$1,800.00

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
45	CONSTRUCT CURB INLET	29	EA	\$3,000.00	\$87,000.00
46	SEEDING - TYPE "TEMPORARY SEED MIX"	2	AC	\$500.00	\$1,000.00
47	STRAW MULCH	2	AC	\$450.00	\$900.00
48	CONSTRUCT SILT FENCE	3,000	LF	\$3.00	\$9,000.00
49	CLEANOUT SILT FENCE	1,500	LF	\$1.50	\$2,250.00
50	REMOVE SILT FENCE	3,000	LF	\$1.50	\$4,500.00
51	CLEANOUT WATER QUALITY POND	2,000	CY	\$4.50	\$9,000.00
52	JET EXISTING SANITARY SEWER	8,400	LF	\$0.75	\$6,300.00
TOTAL ESTIMATED CONSTRUCTION COST					\$1,815,142.50
ESTIMATED ENGINEERING, TESTING, LEGAL, FINANCING, PUBLICATION AND MISCELLANEOUS COSTS					\$763,444.27
TOTAL ESTIMATED PROJECT COST					\$2,578,586.77

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 J. Grote, P.E.
 Senior Project Engineer



LAMP RYNEARSON
& ASSOCIATES
ENGINEERS | SURVEYORS | PLANNERS

14710 W. Dodge Rd., Ste. 100
Omaha, Nebraska 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-Inc.com

March 26, 2015

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

REFERENCE: S.I.D. No. 291 (Whitetail Creek)
Sanitary Sewer, Storm Sewer, and Paving, Phase 3
LRA Job No. 0109067.33-030/040/050

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 – Commencing at a point 1 foot east and 25 feet south of the southeast corner of Lot 336; thence easterly a 8" pipe 658 feet to a point 27 feet north and 18 feet east of the northeast corner of Lot 392.

Willow Street – Commencing at a point 25 feet south and 10 feet east of the southeast corner of Lot 384; thence easterly an 8" pipe 356 feet to a point 35 feet north and 23 feet east of the northeast corner of Lot 378.

Blackwalnut Street – Commencing at a point 25 feet south and 3 feet east of the southeast corner of Lot 371; thence easterly an 8" pipe 165 feet to a point 35 feet north and 24 feet east of the northeast corner of Lot 368.

South 187th Street – Commencing at a point 1 foot north and 27 feet east of the northeast corner of Lot 357; thence northerly an 8" pipe 837 feet to a point 35 feet north and 23 feet east of the northeast corner of Lot 346.

South 186th Street (North Section) – Commencing at a point 1 foot north and 25 feet west of the northwest corner of lot 404; thence northerly an 8" pipe 1039 feet to a point 5 feet north and 25 feet east of the northeast corner of lot 345.

South 187th Street/Briar Street – Commencing at a point 5 feet south and 25 feet west of the southwest corner of Lot 364; thence southerly an 8" pipe 210 feet to a point 42 feet north and 14 feet east of the northeast corner of Lot 441; thence easterly an 8" pipe 193 feet to a point 35 feet north and 24 feet east of the northeast corner of Lot 444.

South 186th Street (South Section) – Commencing at a point 25 feet west and 1 foot south of the southwest corner of Lot 405; thence southerly an 8" pipe 1,289 feet to a point 25 feet north and 13 feet west of the northwest corner of Lot 423.

Leaving a Legacy of Enduring Improvements to Our Communities - PURPOSE STATEMENT

ENGINEERS SURVEYORS PLANNERS

Rosewood Street (East Section) – Commencing at a point 25 feet south and 1 foot east of the southeast corner of Lot 447; thence easterly an 8" pipe 155 feet to a point 34 feet north and 24 feet east of the northeast corner of Lot 440.

Rosewood Street (West Section) – Commencing at a point 25 feet north and 3 feet west of the northwest corner of Lot 297; thence westerly an 8" pipe 735 feet to a point 22 feet north and 6 feet east of the northeast corner of Lot 245.

Birch Avenue – Commencing at a point 17 feet north and 40 feet west of the northeast corner of Lot 274; thence westerly an 8" pipe 608 feet to a point 5 feet north and 24 feet east of the northeast corner of Lot 250.

South 188th Street/Greenleaf Street – Commencing at a point 3 feet north and 32 feet east of the northeast corner of Lot 299; thence southerly an 8" pipe 742 feet to a point 11 feet south and 25 feet west of the southwest corner of Lot 335; thence westerly an 8" pipe 515 feet to a point 2 feet south and 37 feet east of the eastern most corner of Lot 255.

South 188th Street – Commencing at a point 1 foot north and 25 feet west of the northwest corner of Lot 450; thence southerly an 8" pipe 159 feet to a point 35 feet north and 39 feet east of the northeast corner of Lot 458.

Robin Drive – Commencing at a point 25 feet north and 1 foot west of the northeast corner of Lot 422; thence westerly an 8" pipe 838 feet to a point 22 feet north and 1 foot east of the northern most corner of Lot 463.

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:

South 187th Street/Redwood Street – Commencing at a point 1 foot north and 11 feet east of the northeast corner of Lot 347; thence northerly an 18" pipe 111 feet to a point 15 feet south and 37 feet east of the southeast corner of Lot 338; thence easterly an 18" pipe 440 feet; thence easterly a 24" pipe 62 feet; thence easterly a 36" pipe 47 feet to a point 79 feet north and 22 feet east of the northwest corner of Lot 393.

South 186th Street (North) – Commencing at a point 38 feet south and 10 feet east of the northeast corner of Lot 345; thence southerly an 18" pipe 126 feet to a point 78 feet north and 26 feet west of the northwest corner of Lot 393.

South 186th Street (Middle) – Commencing at a point 8 feet south and 12 feet east of the northeast corner of Lot 378; thence northerly an 18" pipe 379 feet to a point 78 feet north and 26 feet west of the northwest corner of Lot 393.

Briar Street / South 186th Street – Commencing at a point 10 feet south and 19 feet east of the southwest corner of Lot 406; thence southerly a 24" pipe 677 feet to a point 88 feet north and 12 feet west of the northwest corner of Lot 415; thence easterly a 36" pipe 35 feet to a point 87 feet north and 23 feet east of the northwest corner of Lot 415.

Rosewood Street / South 190th Street – Commencing at a point 5 feet south and 14 feet east of the southwest corner of Lot 310; thence southeasterly a 24" pipe 403 feet to a point 7 feet south and 28 feet east of the southeast corner of Lot 249; thence southeasterly a 30" pipe 508 feet to a point 27 feet north and 20 feet west of the northern corner of Lot 463; thence southwesterly a 42" pipe 63 feet to a point 3 feet south and 75 feet west of the northern corner of Lot 463.

Birch Avenue – Commencing at a point 2 feet south and 19 feet east of the southwest corner of Lot 286; thence southwesterly a 24" pipe 82 feet to a point 7 feet south and 28 feet east of the southeast corner of Lot 249.

South 188th Street / Robin Drive – Commencing at a point 9 feet north and 11 feet west of the southwest corner of Lot 451; thence southerly an 18" pipe 58 feet to a point 18 feet north and 31 feet west of the northwest corner of Lot 427; thence northwesterly 436 feet to a point 27 feet north and 20 feet west of the northwest corner of Lot 463.

PAVING

Construct 25 feet wide 7" 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:

Redwood Street – Commencing at a point 229 feet west of the intersection of the centerlines of Redwood Street and South 187th Street; thence easterly a 25' wide P.C.C. pavement 729 feet to the intersection of the centerlines of South 186th Street and Redwood Street.

Willow Street – Commencing at the intersection of the centerlines of Willow Street and South 187th Street; thence easterly a 25' wide P.C.C. pavement 645 feet to a point 146 feet east of the intersection of the centerlines of South 186th Street and Willow Street.

Blackwalnut Street – Commencing at the intersection of the centerlines of South 188th Street and Blackwalnut Street; thence easterly a 25' wide P.C.C. pavement 596 feet to the intersection of the centerlines of South 186th Street and Blackwalnut Street.

Briar Street – Commencing at a point 135 feet east of the intersection of the centerlines of South 188th Street and Briar Street; thence easterly a 25' wide P.C.C. pavement 475 feet to a point 148 feet east of the intersection of the centerlines of Briar Street and South 186th Street.

South 187th Street – Commencing at the intersection of the centerlines of South 187th Street and Briar Street; thence northerly a 25' wide P.C.C. pavement 1,199 feet to the intersection of the centerlines of Redwood Street and South 187th Street.

South 186th Street – Commencing at a point 32 feet north and 24 feet east of the northeast corner of Lot 345; thence southerly a 25' wide P.C.C. pavement 2,490 feet to the intersection of the centerlines of Robin Drive and South 186th Street.

South 190th Street / Robin Drive – Commencing at the intersection of the centerlines of South 190th Street and Briar Street; thence southeasterly a 25' wide P.C.C. pavement 2,041 feet to a point on the centerline of Robin Drive 146 feet east of the intersection of the centerlines of South 186th Street and Robin Drive.

South 188th Street – Commencing at the intersection of the centerlines of South 188th Street and Briar Street; thence southerly a 25' wide P.C.C. pavement 1,224 feet to a point on the centerline of South 188th Street 38 feet south of the intersection of the centerlines of South 188th Street and Robin Drive.

Rosewood Street – Commencing at the intersection of the centerlines of South 190th Street and Rosewood Street; thence easterly a 25' wide P.C.C. pavement 1,212 feet to the intersection of the centerlines of Rosewood Street and South 186th Street.

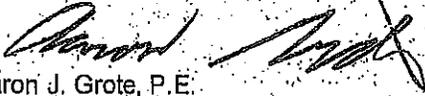
Birch Avenue – Commencing at the intersection of the centerlines of South 190th Street and Birch Avenue; thence easterly a 25' wide P.C.C. pavement 760 feet to the intersection of the centerlines of Birch Avenue and South 188th Street.

S.I.D. No. 291 (Whitetail Creek)
Sanitary Sewer, Storm Sewer and Paving, Phase 3
March 25, 2015
Page 4

Greenleaf Street – Commencing at the intersection of the centerlines of South 190th Street and Greenleaf Street; thence easterly a 25' wide P.C.C. pavement 517 feet to the intersection of the centerlines of Greenleaf Street and South 188th Street.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.



Aaron J. Grote, P.E.
Senior Project Engineer

NOTICE TO CONTRACTORS

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

Sealed proposals will be received in the office of Lamp, Rynearson & Associates, Inc., 14710 West Dodge Road, Suite 100, Omaha, Nebraska, 68154, until 4:30 P.M., on the day of Month 2015, for the furnishing all labor, materials, use of Contractor's equipment and all else necessary to construct properly all the improvements for the project designated as Sanitary Sewer, Storm Sewer, and Paving, Section 3, Sanitary and Improvement District No. 291 of Sarpy County, Nebraska.

At such hour, or as soon as practicable thereafter, the proposals will be publicly opened, read aloud and tabulated. Proposals received will be considered for the furnishing of such labor, materials, and equipment necessary for the proper construction of such improvements.

The extent of the work consists of the construction or other effectuation of the items listed below and other related preparatory and subsidiary work from issuance of the Notice to Proceed:

APPROXIMATE QUANTITIES

Sanitary		
1	Construct 6" Sanitary Sewer Pipe	5,885 LF
2	Construct 8" Sanitary Sewer Pipe	8,400 LF
3	Construct 54" I.D. Sanitary Manhole	480 VF
4	Adjust Existing Manhole Up To Grade	25 VF
5	Construct 8" Diameter Drop Connection	5 VF
6	Construct 8" X 6" Wye	169 EA
7	Construct 6" Sanitary Service Riser	125 VF
8	Construct 8" Pipe Plug	1 EA
9	Construct 6" Manhole Stubout	24 EA
10	Construct 8" Connection to 54" Manhole	5 EA
11	Construct 6" Pipe Bedding	5,885 LF
12	Construct 8" Pipe Bedding	8,400 LF
13	Stabilization Trench W/ Crushed Limestone	50 TN
14	Jet Existing Sanitary Sewer	8,400 LF
Storm		
15	General Grading And Shaping	1 LS
16	Construct 18" R.C.P., Class III	1,340 LF
17	Construct 24" R.C.P., Class III	1,740 LF
18	Construct 30" R.C.P., Class III	540 LF
19	Construct 36" R.C.P., D(0.01) = 1,350	40 LF
20	Construct 42" R.C.P., D(0.01) = 1,350	55 LF
21	Construct 54" I.D. Manhole (5 Ea)	26 VF
22	Construct 84" I.D. Manhole (1 Ea)	7 VF
23	External Frame Seal	2 EA
24	Construct Manhole Ring Collar	2 EA
25	Construct 18" Pipe Bedding	1,340 LF
26	Construct 24" Pipe Bedding	1,740 LF
27	Construct 30" Pipe Bedding	540 LF
28	Construct 36" Pipe Bedding	40 LF
29	Construct 42" Pipe Bedding	55 LF
30	Construct 30" R.C. Flared End Section	1 EA
31	Construct 36" Flared End Section	1 EA
32	Construct 42" Flared End Section	1 EA
33	Construct Rock Rip-Rap – Type "B" (3 Ea)	60 TON
34	Rolled Erosion Control Matting, Type II	1,000 SY

35	Stabilize Trench W/ Crushed Limestone Paving	80	TN
36	Remove End Of Street Barricade	3	EA
37	Remove Pavement	30	SY
38	Saw Cut Pavement	160	LF
39	7" Concrete Pavement - Type L65	33,100	SY
40	Construct 5" PC Concrete Sidewalk	10,450	SF
41	Common Earth Excavation	11,050	CY
42	Adjust Manhole To Grade (44 SAN / 3 STM)	47	EA
43	External Frame Seal (44 SAN / 3 STM)	47	EA
44	Construct End of Street Barricade	2	EA
45	Construct Curb Inlet	29	EA
46	Seeding - Type "Temporary Seed Mix"	2	AC
47	Straw Mulch	2	AC
48	Construct Silt Fence	3,000	LF
49	Cleanout Silt Fence	1,500	LF
50	Remove Silt Fence	3,000	LF
51	Cleanout Water Quality Pond	2,000	CY
52	Jet Existing Sanitary Sewer	8,400	LF

The Engineer's estimate of the construction or other effectuation of all of such improvements is \$1,815,142.50.

All proposals must be submitted on bid forms furnished by Lamp, Ryneerson & Associates, Inc., and must be accompanied by a bid bond executed by a duly licensed corporate surety or a certified check or bank check drawn on a bank whose deposits are insured by the F.D.I.C., in the amount not less than Ninety Thousand, Eight Hundred and 00/100 Dollars (\$90,800), payable without condition to Sanitary and Improvement District No. 291, as security that the bidder to whom the contract may be awarded will enter into a contract to build the improvements in accordance with this Notice to Contractor and will give a contract and maintenance bond in the amount of 100% of the total contract price, all as provided in the specifications. Checks accompanying proposals not accepted shall be returned to the bidders.

All proposals must be enclosed in an envelope, sealed and addressed to Sanitary and Improvement District No. 291 and shall be marked "PROPOSAL FOR SANITARY SEWER, STORM SEWER, AND PAVING, SECTION 3" with the bidder's name and address on said envelope. The Bid Security shall be in a separate sealed envelope attached to the Proposal envelope and shall be marked "BID SECURITY" with the project identified thereon. Proposals received after the above time shall be returned unopened to the bidder submitting the proposal.

No bidder may withdraw his proposal for a period of thirty (30) days after the date set for the opening of bids.

The work herein provided shall be done under written contract with the responsible bidder submitting the lowest acceptable bid in strict accordance with the requirements of the plans and specifications and as provided by law.

Plans, specifications and contract documents governing the above-referenced project, as prepared by Lamp, Ryneerson & Associates, Inc., are hereby made a part of this Notice. The proposed contract shall be executed in compliance therewith. Copies of said plans and specifications must be purchased by interested bidders at the office of Lamp, Ryneerson & Associates, Inc., 14710 West Dodge Road, Omaha, Nebraska 68154, upon the payment of \$41.00 (prepaid) if picked up, and \$51.00 (prepaid) if mailed, which no part will be refunded.

Sanitary and Improvement District No. 291 of Sarpy County, Nebraska, reserves the right to waive informalities and to reject all or any bids.

SANITARY & IMPROVEMENT DISTRICT NO. 291
OF SARPY COUNTY, NEBRASKA
By: JIM EMMONS, CLERK

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144

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

NOTICE

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.M. on May 6, 2015 at 13903 So. 47th Street, Bellevue, Nebraska, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 11440 West Center Road, Omaha, Nebraska and includes the payment of bills of the District and the consideration and passing or amending and passing the following Resolution, to-wit:

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to construct an improvement within the boundaries of the District, said improvement to be designated as Sanitary Sewer, Storm Sewer and Paving - Phase 3 and shall be constructed as follows:

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 - Commencing at a point 1 foot east and 25 feet south of the southeast corner of Lot 336; thence easterly a 8" pipe 658 feet to a point 27 feet north and 18 feet east of the northeast corner of Lot 392.

Willow Street - Commencing at a point 25 feet south and 10 feet east of the southeast corner of Lot 384; thence easterly an 8" pipe 356 feet to a point 35 feet north and 23 feet east of the northeast corner of Lot 378.

Blackwalnut Street - Commencing at a point 25 feet south and 3 feet east of the southeast corner of Lot 371; thence easterly an 8" pipe 165 feet to a point 35 feet north and 24 feet east of the northeast corner of Lot 368.

South 187th Street - Commencing at a point 1 foot north and 27 feet east of the northeast corner of Lot 357; thence northerly an 8" pipe 837 feet to a point 35 feet north and 23 feet east of the northeast corner of Lot 346.

Exhibit "A"

South 186th Street (North Section) – Commencing at a point 1 foot north and 25 feet west of the northwest corner of lot 404; thence northerly an 8" pipe 1039 feet to a point 5 feet north and 25 feet east of the northeast corner of lot 345.

South 187th Street/Briar Street – Commencing at a point 5 feet south and 25 feet west of the southwest corner of Lot 364; thence southerly an 8" pipe 210 feet to a point 42 feet north and 14 feet east of the northeast corner of Lot 441; thence easterly an 8" pipe 193 feet to a point 35 feet north and 24 feet east of the northeast corner of Lot 444.

South 186th Street (South Section) – Commencing at a point 25 feet west and 1 foot south of the southwest corner of Lot 405; thence southerly an 8" pipe 1,289 feet to a point 25 feet north and 13 feet west of the northwest corner of Lot 423.

Rosewood Street (East Section) – Commencing at a point 25 feet south and 1 foot east of the southeast corner of Lot 447; thence easterly an 8" pipe 155 feet to a point 34 feet north and 24 feet east of the northeast corner of Lot 440.

Rosewood Street (West Section) – Commencing at a point 25 feet north and 3 feet west of the northwest corner of Lot 297; thence westerly an 8" pipe 735 feet to a point 22 feet north and 6 feet east of the northeast corner of Lot 245.

Birch Avenue – Commencing at a point 17 feet north and 40 feet west of the northeast corner of Lot 274; thence westerly an 8" pipe 608 feet to a point 5 feet north and 24 feet east of the northeast corner of Lot 250.

South 188th Street/Greenleaf Street – Commencing at a point 3 feet north and 32 feet east of the northeast corner of Lot 299; thence southerly an 8" pipe 742 feet to a point 11 feet south and 25 feet west of the southwest corner of Lot 335; thence westerly an 8" pipe 515 feet to a point 2 feet south and 37 feet east of the eastern most corner of Lot 255.

South 188th Street – Commencing at a point 1 foot north and 25 feet west of the northwest corner of Lot 450; thence southerly an 8" pipe 159 feet to a point 35 feet north and 39 feet east of the northeast corner of Lot 458.

Robin Drive – Commencing at a point 25 feet north and 1 foot west of the northeast corner of Lot 422; thence westerly an 8" pipe 838 feet to a point 22 feet north and 1 foot east of the northern most corner of Lot 463.

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:

South 187th Street/Redwood Street – Commencing at a point 1 foot north and 11 feet east of the northeast corner of Lot 347; thence northerly an 18" pipe 111 feet to a point 15 feet south and 37 feet east of the southeast corner of Lot 338; thence easterly an 18" pipe 440 feet; thence easterly a 24" pipe 62 feet; thence easterly a 36" pipe 47 feet to a point 79 feet north and 22 feet east of the northwest corner of Lot 393.

South 186th Street (North) – Commencing at a point 38 feet south and 10 feet east of the northeast corner of Lot 345; thence southerly an 18” pipe 126 feet to a point 78 feet north and 26 feet west of the northwest corner of Lot 393.

South 186th Street (Middle) – Commencing at a point 8 feet south and 12 east of the northeast corner of Lot 378; thence northerly an 18” pipe 379 feet to a point 78 feet north and 26 feet west of the northwest corner of Lot 393.

Briar Street / South 186th Street – Commencing at a point 10 feet south and 19 feet east of the southwest corner of Lot 406; thence southerly a 24” pipe 677 feet to a point 88 feet north and 12 feet west of the northwest corner of Lot 415; thence easterly a 36” pipe 35 feet to a point 87 feet north and 23 feet east of the northwest corner of Lot 415.

Rosewood Street / South 190th Street – Commencing at a point 5 feet south and 14 feet east of the southwest corner of Lot 310; thence southeasterly a 24” pipe 403 feet to a point 7 feet south and 28 feet east of the southeast corner of Lot 249; thence southeasterly a 30” pipe 508 feet to a point 27 feet north and 20 feet west of the northern corner of Lot 463; thence southwesterly a 42” pipe 63 feet to a point 3 feet south and 75 feet west of the northern corner of Lot 463.

Birch Avenue – Commencing at a point 2 feet south and 19 feet east of the southwest corner of Lot 286; thence southwesterly a 24” pipe 82 feet to a point 7 feet south and 28 feet east of the southeast corner of Lot 249.

South 188th Street / Robin Drive – Commencing at a point 9 feet north and 11 feet west of the southwest corner of Lot 451; thence southerly an 18” pipe 58 feet to a point 18 feet north and 31 feet west of the northwest corner of Lot 427; thence northwesterly 436 feet to a point 27 feet north and 20 feet west of the northwest corner of Lot 463.

PAVING

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

Redwood Street – Commencing at a point 229 feet west of the intersection of the centerlines of Redwood Street and South 187th Street; thence easterly a 25’ wide P.C.C. pavement 729 feet to the intersection of the centerlines of South 186th Street and Redwood Street.

Willow Street – Commencing at the intersection of the centerlines of Willow Street and South 187th Street; thence easterly a 25’ wide P.C.C. pavement 645 feet to a point 146 feet east of the intersection of the centerlines of South 186th Street and Willow Street.

Blackwalnut Street – Commencing at the intersection of the centerlines of South 188th Street and Blackwalnut Street; thence easterly a 25’ wide P.C.C. pavement 596 feet to the intersection of the centerlines of South 186th Street and Blackwalnut Street.

Briar Street – Commencing at a point 135 feet east of the intersection of the centerlines of South 188th Street and Briar Street; thence easterly a 25’ wide P.C.C. pavement 475 feet to a point 148 feet east of the intersection of the centerlines of Briar Street and South 186th Street.

South 187th Street – Commencing at the intersection of the centerlines of South 187th Street and Briar Street; thence northerly a 25' wide P.C.C. pavement 1,199 feet to the intersection of the centerlines of Redwood Street and South 187th Street.

South 186th Street – Commencing at a point 32 feet north and 24 feet east of the northeast corner of Lot 345; thence southerly a 25' wide P.C.C. pavement 2,490 feet to the intersection of the centerlines of Robin Drive and South 186th Street.

South 190th Street / Robin Drive – Commencing at the intersection of the centerlines of South 190th Street and Briar Street; thence southeasterly a 25' wide P.C.C. pavement 2,041 feet to a point on the centerline of Robin Drive 146 feet east of the intersection of the centerlines of South 186th Street and Robin Drive.

South 188th Street – Commencing at the intersection of the centerlines of South 188th Street and Briar Street; thence southerly a 25' wide P.C.C. pavement 1,224 feet to a point on the centerline of South 188th Street 38 feet south of the intersection of the centerlines of South 188th Street and Robin Drive.

Rosewood Street – Commencing at the intersection of the centerlines of South 190th Street and Rosewood Street; thence easterly a 25' wide P.C.C. pavement 1,212 feet to the intersection of the centerlines of Rosewood Street and South 186th Street.

Birch Avenue – Commencing at the intersection of the centerlines of South 190th Street and Birch Avenue; thence easterly a 25' wide P.C.C. pavement 760 feet to the intersection of the centerlines of Birch Avenue and South 188th Street.

Greenleaf Street – Commencing at the intersection of the centerlines of South 190th Street and Greenleaf Street; thence easterly a 25' wide P.C.C. pavement 517 feet to the intersection of the centerlines of Greenleaf Street and South 188th Street.

The outer boundaries of the areas which may be subject to special assessments for said improvement are proposed to be the same as the outer boundaries of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska.

Said plans and specifications have been reviewed by Lamp Rynearson & Associates, Inc., engineers for the District and said engineers have filed with the Clerk of the District, prior to the first publication of this Resolution, an estimate of the total costs of said improvement, including engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of \$2,578,586.77.

To pay the cost of said improvement the Board of Trustees shall have the power to issue negotiable bonds of the District

after such improvements have been completed and accepted; said bonds to be called "Sanitary and Improvement District Bonds" and shall be payable and bear interest as provided by the Statutes of the State of Nebraska.

The Board of Trustees shall assess to the extent of special benefits, the cost of such improvements upon properties specially benefitted thereby. All special assessments which may be levied upon the properties specially benefitted by such improvements shall, when collected, be set aside and constitute a sinking fund for the payment of interest and principal of said bonds. The District shall also cause to be levied annually a tax upon the assessed value of all of the taxable property in the District except intangible property, which together with said sinking fund derived from special assessments shall be sufficient to meet payment of the interest and principal of said bonds as the same become due; said tax shall be known as the Sanitary and Improvement District Tax and shall be payable annually in money.

If a petition opposing this Resolution, signed by property owners representing a majority of the front footage which may become subject to assessment for the cost of the improvements as set forth herein, is filed with the Clerk of the District within three (3) days before the date of the hearing on this Resolution, this Resolution shall not be passed.

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

By: Loren Johnson, Chairman
Jim Emmons, Clerk

Publication Dates: April 22 and April 29, 2015

AGENDA

**SANITARY AND IMPROVEMENT DISTRICT NO. 291 OF DOUGLAS COUNTY,
NEBRASKA HELD ON MARCH 27, 2015**

1. Present Open Meeting Laws.
2. Present Contract for engineering services between District and Lamp Rynearson & Associates in connection with Lots 239-480, Phase 3.
3. Present fully executed Disclosure and Purchase Agreement to Purchase Obligations between the District, First National Capital Markets, Inc. and Kuehl Capital Corporation.
4. Present statements, vote on and approve payment from the General Fund Account of the District for the following:

a) Lamp Rynearson & Associates for engineering services. (#43)	\$1,146.13
b) Chastain Otis for reinstated Chairman and Clerk bonds. (#25964)	\$120.00
c) Todco Barricade Company for temporary stop signs on Cottonwood Street and Greenleaf Street at 192 nd Street. (#117673, 117845, 118792, 119064)	\$865.22
d) Hausman Enterprises for sanitary sewer maintenance. (#1704)	\$316.50
e) Kuehl Capital Corporation for advisory structuring fees for the General Fund warrants issued at this meeting. (2.5%)	\$61.19
f) First National Capital Markets for underwriting fees for the General Fund warrants issued at this meeting. (1.5%)	\$37.63

5. Present proposed Resolution of Necessity for the construction of Sanitary Sewer, Storm Sewer and Paving - Phase 3; order hearing to be held and necessary publications for same.