2010-144

10/007225

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING LETTER AGREEMENT FOR PROFESSIONAL SERVICES WITH OLSSON & ASSOCIATES FOR 126th STREET AND HIGHWAY 370 CDBG INTERSECTION IMPROVEMENTS

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat.§23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County of Sarpy desires to enter into a letter agreement for professional services with Olsson and Associates for CDBG intersection improvements at 126th Street and Highway 370, a copy of which is attached hereto as Exhibit A; and,

WHEREAS, said attached agreement and letter agreement are for unique, non-competitive and professional services and are in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the letter agreement for professional services with Olsson and Associates for CDBG intersection improvements at 126th Street and Highway 370, a copy of which is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the letter agreement with Olsson and Associates, a copy of which is attached, and any other related documents, the same being approved by the Board.

DATED this 18th day of May, 2010.

Moved by Rich Jansen, seconded by Rusty Hike, that the above Resolution be adopted. Carried.

YEAS:	NAYS:	ABSENT:
Rusty Hike	X Tom Jones	none
Rich Jansen		
Patrick J. Thomas		ABSTAIN:
Thomas J. Richard		none

Debra Houghtaling
County Clerk

SEAL
DEBRA J. HOUGHTALING, COUNTY CLERK
SARPY COUNTY, NEBRASKA

Approved as to form

Deputy County Attorney

OLSSON
ASSOCIATES

LETTER AGREEMENT FOR
PROFESSIONAL SERVICES

May 14, 2010

Ms. Joni Jones
Sarpy County Board of Commissioners
1210 Golden Gate Drive
Papillion, NE 68046

Re: **AGREEMENT FOR PROFESSIONAL SERVICES**
126th & HWY 370 CDBG Intersection Improvements "Project"
Sarpy County, Nebraska

Dear Ms. Jones:

It is our understanding that Sarpy County ("Client") requests Olsson Associates ("Olsson") to perform the following services pursuant to the terms of this Letter Agreement for Professional Services, any signed Master Agreement, Olsson's General Provisions and any exhibits attached thereto (hereinafter "the Agreement") for the Project.

1. Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions (and any exhibits attached thereto), which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, any Master Agreement and/or the General Provisions regarding the services to be performed by Olsson, the requirements of this Letter Agreement shall take precedence.

   Additional General Provisions for compliance with Sarpy County and Community Development Block Grant (CDBG) awards are also attached as Exhibit C to this contract by reference. In the event that the General Provisions of this contract conflict with those in Exhibit C, the provisions in Exhibit C shall take precedence.

2. Olsson shall provide Client all Basic Services for the Project as more specifically described in Exhibit A hereto. Should Client request work not described and included in the above Description of Basic Services, such as Additional Services, Olsson shall invoice Client for such services on the basis of Salary Costs times a factor of 2.5 for services rendered by our principals and employees engaged directly on the Project plus Reimbursable Expenses, unless otherwise agreed to by both parties. Olsson shall not commence work on Additional Services without Client's prior approval in writing.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

3. Unless otherwise agreed, Olsson would expect to begin performing its services under the Agreement promptly upon your signing.

   Anticipated Start Date: May 10, 2010 Anticipated Completion Date: October 15, 2010

   Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date and any milestone dates are approximate only, and Olsson reserves the right to readjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

4. Client shall pay to Olsson for the performance of the Basic Services the actual time of personnel performing such Services on the basis of Salary Costs times a factor of 2.5 for services rendered by our principals and employees engaged directly on the Project plus Reimbursable Expenses, unless otherwise agreed to by both parties. Reimbursable expenses will be invoiced in accordance with the Schedule contained in the General Provisions attached to this Letter Agreement. Olsson's Basic Services will be provided on a time and expense basis not to exceed as indicated in Exhibit B attached. Olsson shall submit invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

   REIMBURSABLE EXPENSE: Olsson's reimbursable expenses for this Project are included in Paragraph 4 above.

TERMS AND CONDITIONS OF SERVICE

5. We have discussed with you the risks, rewards and benefits of the Project and our fees for services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

6. If this proposal satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated Project representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

7. By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement.

OLSSON ASSOCIATES

By _____
Michael C. Piernicky, PE, PTOE
Vice President

By _____
Louis E. Lamberty, PE
Omaha Regional Leader

If you accept the preceding proposal and the Agreement, please sign:

Sarpy County "Client"

By _____

Title Chairman

Dated: 5/18/2010

If different from above,

_____
Client's Designated Project Representative

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GENERAL PROVISIONS

These General Provisions are attached to and made a part of a LETTER AGREEMENT, dated May 14, 2010 between Sarpy County ("Client") and Olsson Associates ("Olsson") for professional services in connection with 126th & HWY 370 CDBG Intersection Improvements, (hereinafter called the "Project").

SECTION 1—OLSSON's BASIC SERVICES

See Exhibit "A", attached.

SECTION 2—ADDITIONAL SERVICES OF OLSSON

2.1 Unless otherwise expressly included, Olsson's normal and customary engineering services described here or in the LETTER AGREEMENT do not include the following categories of work which shall be referred to as Additional Services.

2.2. If Client and Olsson mutually agree to perform any of the following Additional Services, Client will provide written approval of the agreed upon scope of services, and Olsson shall perform or obtain from others such services and will be paid therefore as provided in the LETTER AGREEMENT. EITHER CLIENT or Olsson may elect not to perform all or any of the following Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project in addition to those required under Basic Services; preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from significant changes in the general scope, extent or character of the Project or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Providing renderings or models.

2.2.5 Preparing documents for alternate bids requested by Client for work which is not executed or for out-of-sequence work.

2.2.6 Detailed consideration of operations, maintenance and overhead expenses; value engineering and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals and valuations.

2.2.7 Furnishing the services of independent professional associates or consultants for work other than Basic Services.

2.2.8 If Olsson's compensation for Basic Services is not on the basis of Direct Labor or Salary Costs, Additional Services shall include services necessary due to the Client's award of more than one prime contract for the Project, services necessary due to the construction contract containing cost plus or incentive-savings provisions, services necessary in order to arrange for performance by persons other than the prime contractor and those services necessary to administer Client's contract(s).

2.2.9 Services in connection with staking out the work of Contractor(s).

2.2.10 Services during out-of-town travel other than visits to the site.

2.2.11 Preparation of operating and maintenance manuals to supplement Basic Services.

2.2.12 Services to redesign some or all of the Project.

2.2.13 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.

2.3 When required by the Agreement or Contract Documents in circumstances beyond Olsson's control, Olsson shall perform or obtain from others any of the following Additional Services as circumstances require during construction and without waiting for specific instructions from Client, and Olsson will be paid therefore as provided in the Letter Agreement:

2.3.1 Services in connection with work directive changes and change orders to reflect the changes requested by Client if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.3.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor; and evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damage by fire or other causes during construction, (2) a significant amount of defective, inefficient or neglected work by any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project; designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project; examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's service.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Master Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven days' written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property.

3.4.3 Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of Contractor(s)' applications for payment, and any inspection services to determine if Contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from Contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project.

3.7 Contemporaneously with the execution of the LETTER AGREEMENT, Client shall designate in writing an individual to act as its duly authorized Project representative.

SECTION 4—MEANING OF TERMS

4.1 As used herein, the term "this Agreement" refers to these General Provisions, the LETTER AGREEMENT to which these General Provisions refer, and any other exhibits or attachments made a part thereof as if they were part of one and the same document.

4.2 The "construction cost" of the entire Project (herein referred to as "Construction Cost") means the total cost to Client of those portions of the entire Project designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to Client pursuant to Section 3.

4.3 The "Salary Costs": Used as a basis for payment mean salaries and wages (basic and incentive) paid to all Olsson's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.4 "Reimbursable Expenses: The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project, and shall be included in periodic billing as applicable as follows:

Classification	Costs
Automobiles	$0.50/mile*
Suburbans and Pick-Ups	$0.68/mile*
Duplication	
In-house	Actual Cost
Outside	Actual Cost+10%

Classification	Costs
Meals	Actual Cost
Postage & Shipping Charges for Project Related Materials	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable only to this Project	Actual Cost+10%
Subconsultants	Actual Cost+10%

* IRS Standard Mileage Rate (Subject to Change)

4.5 "Certify" or "a Certification": A statement of Olsson's opinion, based on its observation of conditions, to the best of Olsson's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that Olsson's certification shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.6 "Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the work on the project will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.7 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.8 "Inspect" or "Inspection": The visual observation of the Contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the inspected work, generally conforms to the Contract Documents. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. In making such visual observations, Olsson makes no guarantees for, and shall have no authority or control over, the Contractor's performance or the Contractor's failure to perform any work in accordance with the Contract Documents. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the Contractor.

4.9 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the project made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the drawings.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice of default for any of the following reasons provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

5.1.4 Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days' written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Basic or Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of not less than 10% of Olsson's actual costs incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes, arising out of this Agreement or related to the services provided under this Agreement shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project, provided that if arbitration or litigation is commenced prior to the completion of the Project, the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in the County and State of the project location, or in the State of Olsson's home office, Nebraska.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including Drawings and Specifications prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project and Olsson shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any drawing, report or data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinions of Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Olsson cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost

prepared by Olsson. If prior to the Bidding or Negotiating Phase Client wishes greater assurance as to Total Project or Construction Costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. Olsson's services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services and paid for as such by Client.

7.4 Controlling Law and Venue

7.4.1 The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska or the State of the project locale. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska or the project State locale.

7.5 Subconsultants

Olsson may utilize as necessary in its discretion Subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.6 Assignment

7.6.1 Client and Olsson each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.6.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.6.2. Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be 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. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.6.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.7 Indemnity

Olsson and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attomeys' fees and defense costs, relating to personal injury or property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.8 Limitation on Damages

7.8.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this AGREEMENT. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

7.8.2 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the total amount of Olsson's fees earned under this Agreement. Client acknowledges that such causes include, but are not limited to, Olsson's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

7.9 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

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EXHIBIT "A" to GENERAL PROVISIONS ATTACHED TO
LETTER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND OLSSON, DATED MAY 14, 2010

DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS

This is an exhibit attached to and made a part of the General Provisions attached to the Proposed Letter Agreement for Professional Services dated May 14, 2010 between Sarpy County ("Client") and Olsson Associates ("Olsson") providing for professional services. The Basic Services of Olsson are as indicated below.

GENERAL

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

CONSTRUCTION ADMINISTRATION/OBSERVATION

- Pre-construction Conference - At the date and time selected by the Client and at facilities provided by the Client, conduct a pre-construction conference. Olsson will prepare an agenda for the conference. The pre-construction conference will include a discussion of the Contractor's tentative schedule, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid. Procedures for dealing with unforeseen problems will be developed and discussed. Olsson will prepare and distribute meeting minutes to those in attendance.
- Review Contractor's Submittals - Olsson will review Contractor submittals, for equipment, materials, and construction. Requests for variations from the contract documents will be reviewed with the Client before issuing an approval to the contractor. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- Construction Observation - Olsson will furnish full-time Construction Administration and Observation Services during the construction phase of the project based on a 136 Calendar period.
    - We have assumed full time observation during the Construction with an average of three and a half (3.5) hours a day, six (6) days per week from May 17 through October 1.
    - We have assumed the design project manager will visit the site ten (10) times during construction and as issues arise that need design attention, including utility conflicts and constructability, etc.
    - We have assumed the Construction project manager will spend around ten percent (10%) time on site during construction and as issues arise that need attention.
    - In the performance of these services, Olsson shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the

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

- Progress/Schedules/Meetings – Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by contractor and consult with engineer concerning acceptability. We have assumed the design project manager and the construction manager will attending 16 weekly meetings, scheduled jointly with the other related projects.
- Construction Reporting - Submit to the Client weekly construction progress reports containing a summary of the Contractor's progress, general conditions of the work, problems, and resolutions or proposed resolutions of problems.
- Project Documentation - Compile documentation to support the basis of Requests For Information (RFI), Field Orders, Work Change Directives, and Change Orders.
- Pay Requests - Review and process the Contractor's monthly payment requests, and forward to the Client for payment. Olsson's review will be for the purpose of making a full independent mathematical check of the Contractor's payment request. Olsson is responsible for verifying the quantities of work, which are the basis of the payment request.
- Change Orders - Olsson will coordinate the preparation of any change orders that are agreed to by the contract parties. Documentation to support the basis for the claim will be developed, as well as justification for change to the contract price. Olsson will review change orders, and change order requests will be discussed with the Client before they are developed in final form.
- Drawing Interpretation - Interpret construction contract drawings when requested by the Client or Contractor. When authorized by the Client and Contractor, Olsson may interpret construction contract drawings and specifications upon request by subcontractors and suppliers.
- Substantial Completion - Upon receipt of written notification from the Contractor of substantial completion, schedule a walk through to identify items to be completed or corrected prior to accepting substantial completion. Prepare substantial completion punch list and distribute to the Project Team.
- Final Inspection - In the company of the Client and Contractor, Olsson will conduct a final completion walk through to identify items requiring completion or correction prior to final payment. Prepare final completion punch list and distribute to the Project Team.
- Project Closeout - Coordinate appropriate relating information relating to final closeout of the project including a final set of record drawings for distribution as well as securing all necessary documentation allowing for processing of final payment.
- As-Built Documents - We will provide record drawings of the proposed improvements and a final project manual including:
    - Hard copy record drawing plan set including all addenda and change orders.
    - Signed and approved PDF record drawings.
    - PDF files of bookmarked specifications with all addenda and change orders.

- One hard copy and PDF files of all original close-out documents including contract warranty, bonds, insurance, and lien waivers.

CONSTRUCTION STAKING

- Establish Control - Maintain, verify and establish horizontal and vertical control points as needed.
- Limits of Construction - Stake the limits of construction at a minimum of 100 feet intervals including at the major angle points.
- Silt Fence - Stake the silt fence at a minimum of 100 feet intervals including at the major angle points.
- Removals - Stake the removals at a minimum of 100 feet intervals including at the major angle points.
- Grading - Stake points along the edge of concrete on an offset graded to subgrade at the major corners with a minimum of 100 foot intervals.
- Storm Sewer - Stake the storm lines on an offset at a minimum of 50 feet. Stake the rim and invert elevations for manholes and inlets on an offset, stake 2 offsets for the curb inlet structures.
- Paving - Stake the top edge of concrete on an offset at 50 foot intervals on tangent lines, points of curvature, points of reverse curve, points of compound curve, points of tangent with a minimum of 3 points on each curve, at 25 foot intervals on horizontal and vertical curves, and curb cuts on an offset line.
- Electrical:
    - Traffic Signal Poles – Stake the 4 poles with 1 actual and 2 offsets for a total of 12 points.
    - Light Poles – Stake the 2 light pole bases for relocation with 1 actual and 2 offsets to each base for a total of 6 points.
    - Pull Boxes - Stake the 23 pull boxes with 1 actual and 2 offsets to each base for a total of 69 points.
    - Traffic Signal Control Cabinets – Stake the 4 corners of the 1 box for a total of 4 points.

This estimate is based on making 9 trips to the site, additional trips will be charged for mileage and crew time per our standard rates.

We would like 48 hours notice before staking if possible. Additional staking outside the scope and replacing missing stakes would be at a rate of $110.00 per hour for a field crew, $70.00 per hour for office calculations, and $94.00 per hour for licensed surveyor/project manager plus all associated expenses.

CONSTRUCTION TESTING SERVICES

Construction monitoring and testing services have been requested prior to and during excavation of pavement subgrades, utility backfill, non-structural concrete, reinforced cast-in-place concrete and concrete pavements. Construction testing services will be performed as specified by the NDOR Materials Sampling Guide. We propose to provide our monitoring and testing services in the following manner:

- Olsson will review soil materials proposed for use as structural fill as needed. Olsson will run the laboratory tests to determine the soil description and compaction characteristics of fill materials found on and off site as required by the geotechnical report's recommendations.
- Olsson will observe the exposed subgrade within the construction limits of the pavement and building areas following the required over-excavations to verify that soils unsuitable for pavement support have been removed and to identify unstable areas that require additional excavation prior to fill placement.
- Olsson will provide an engineering technician to observe the placement of structural fill for the grading at the building and pavement areas on an as requested basis. Our technician would run field density tests to document the quality of the fill and help us evaluate compliance with the project specifications. Our technician will report the test results and our opinions regarding compliance of the work with the project specifications to your designated representative as the work progresses.
- Olsson will provide an engineering technician to observe the placement of backfill for the utility trenches on an as requested basis. Our technician would run field density tests to document the quality of the fill and help us evaluate compliance with the project specifications. Our technician will report the test results and our opinions regarding compliance of the work with the project specifications to your designated representative as the work progresses.
- Olsson will provide a technician to observe the final prepared building subgrade prior to installation of foundation courses and pavement sections. Proofrolling of the exposed subgrades with a loaded tandem axle dump truck is recommended if area of construction permits access. Otherwise, in-place field density tests will be performed along with probing with a T-rod to evaluate the exposed subgrade for the finish product.
- Olsson will provide an inspector/technician on an as-required basis during the construction of concrete pavements and structures. We will sample and test the concrete for slump, air entrainment and temperature, and will cast sets of 3 compressive strength specimens for the structures and sets of 4 for pavement concrete placed on-site. Concrete will be tested as specified by the NDOR Materials Sampling Guide.
- Olsson will prepare typed reports of each day's observations presenting the field test results and describing the progress and acceptability of the work and any required remedial action. Reports will be reviewed by our project manager and transmitted to the Client, Engineer and Contractor. In addition, concrete compression test results will be e-mailed in a PDF format upon completion of laboratory testing.

F:\Projects\010-0875\Documents\Contracts\Exhibit A CDBG.doc

Sarpy County (2010)
Manhour Summary and Fee Estimate
Construction Services
May 14, 2010

EXHIBIT "B"

Manhour Summary

Task		Princ	Proj. Eng.	Proj. Mgr (Cnst)	Tech (Cnst)	RLS	Tech (Srvy.)	2-Man Crew	Tech. Mgr (SPIN)	Tech (SPIN)	Admin.	Total
1.0	**Construction Administration/Observation**											
1.1	Pre-Construction Conference	2	2	3	2	1			1		1	12
1.2	Review Contractors Submittals		8	4	1						1	14
1.3	Construction Observation	1	24	44	400							469
1.4	Progress/Schedules/Meetings	1	16	20								37
1.5	Construction Reporting		4	16								20
1.6	Pay Requests	1		16	16						1	34
1.7	Change Orders			8	12						1	21
1.8	Drawing Interpretation	2	6	8	12							28
1.9	Substantial Completion	1	2	8								11
1.10	Final Completion	1	2	8								11
1.11	Project Closeout	2	4	8							2	16
1.12	As-builts	1	2	4	8						1	16
2.0	**Staking**											
2.1	Maintain Control					1		1				2
2.2	Limits of Construction					0.5	1	6				7.5
2.3	Silt Fence						1	3				4
2.4	Removals					0.5	1	8				9.5
2.5	Grading					0.5	2	8				10.5
2.6	Storm					0.5	2	8				10.5
2.7	Paving					0.5	7	20				27.5
2.8	Electrical					0.5	2	8				10.5
3.0	**Testing**											
3.1	Pavement Fill									8		8
3.2	Utility Line Backfill									5		5
3.3	Area Inlets									3		3
	Manhole Basins									2		2
3.4	Pavement Subgrades									10		10
	Foundation Course									6		6
3.5	Pavement PCC: 47B-3500									30		30
3.6	Median PCC: 47B-3000									6		6
3.7	Supervision/Review								5		3	8
	Total Manhours	12	70	147	451	5	16	62	6	70	10	849

Fee Summary

Classification	Hours	Rate	Labor Fee
Princ.	12	$146.00	$1,752
Proj. Eng.	70	$116.00	$8,120
Proj. Mgr (Cnst)	147	$105.00	$15,435
Tech (Cnst)	451	$75.00	$33,825
RLS	5	$94.00	$470
Tech (Srvy.)	16	$70.00	$1,120
2-Man Crew	62	$110.00	$6,820
Tech. Mgr (SPIN)	6	$95.00	$570
Tech (SPIN)	70	$55.00	$3,850
Admin.	10	$50.00	$500
Total Estimate Labor Fee	849		$72,462

Direct Non-Salary Costs				
Plan Reproduction & Copying				
Printing	35 prints @ $1.00/print			$35
Copies	400 copies @ $0.10/copy			$40
Misc. Expenses				$50
RPR Mileage	26mi/Trip - 50 Trips - $0.50/mi.			$650
Const. Mgt. Mileage	26mi/Trip - 9 Trips - $0.50/mi.			$117
Design Mgt. Mileage	26mi/Trip - 4 Trips - $0.50/mi.			$52
Survey Mileage	26mi/Trip - 7 Trips - $0.68/mi.			$190
Testing Mileage	8mi/Trip - 30 Trips - $0.68/mi.			$163
Survey Materials				$550
Concrete Cylinder Breaks	56	units at	$15.00	$840
Gradations	9	units at	$100.00	$900
Attergberg Limits	2	units at	$75.00	$150
Proctors	2	units at	$150.00	$300
Total Estimated Expenses				$4,038

Direct Salary Cost	$72,462
Direct Non-Salary Costs	$4,038
Estimated Total Fee	$76,500

EXHIBIT "C" GENERAL PROVISIONS ATTACHED TO
LETTER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND OLSSON, DATED MAY 14, 2010

1. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Client to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the Client, any representative of the Secretary of DHUD, the Inspector General, the Government Accounting Office, the State Auditor's Office, the Nebraska Department of Economic Development, or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Client.

2. Civil Rights Provisions.

A. Discrimination in Employment - The Consultant shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include but may not be limited to the following: employment, upgrading, demotion or transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Consultant agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees.

B. Considerations for Employment - The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability.

C. Solicitation and Advertisement - The Consultant shall list all suitable employment openings with the State Employment Service local offices.

D. Civil Rights Compliance in Employment - The Consultant shall comply with all relevant provisions of the Federal Executive Order 11246, as amended by Federal Executive Order 11375, Title VII of the U.S. Civil Rights Act of 1964, as amended, the Fair Labor Standards Act (29 USC Section 201 et. seq.), Section 504 of the Vocational Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, as amended, and the Vietnam Veterans Readjustment Act of 1974. The Consultant will furnish all information and reports requested by the State of Nebraska or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Nebraska to investigate compliance with these rules and regulations.

E. Program Nondiscrimination - The Consultant shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and DHUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall on the ground of

race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC 6101 et. seq.) or with respect to an otherwise qualified disabled individual as provided in Section 504 of the Vocational Rehabilitation Act of 1973, (29 USC Section 794) shall also apply to any such program or activity.

F. Fair Housing - The Consultant (if applicable) shall comply with Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.), generally known as the Fair Housing Act, and with DHUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The Consultant shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

G. Training and Employment - The Consultant shall comply with provisions for training, employment, and contracting in accordance with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u).

H. Noncompliance with the Civil Rights Laws - In the event of The Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the aforesaid rules, regulations, or requests, this contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Nebraska may take further action, imposing other sanctions and invoking additional remedies as provided.

3. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Client shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) working days before the effective date of such termination. In that event, the Consultant shall be compensated for work performed and expenses incurred to date in accordance with the schedule set forth in paragraph 6.

4. Changes. The Client may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendments to this Contract.

5. Interest of Members of the Client and Others. No employee of the Client and no members of its governing body, and no other public official of the governing body of the locality in which the Project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

6. Interest of the Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

7. The Consultant hereby agrees to comply with all federal, state and local laws, rules and ordinances applicable to the work and to this Agreement.

8. This Agreement shall be binding on successors and assigns of either party.

9. The Consultant warrants that it has not employed or retained any company, or persons, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the Client shall have the right to annul this Contract without liability.

10. Equal Employment Opportunity. During the performance of this contract, the Consultant agrees as follows:

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Consultant's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive

Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Consultant will include the provisions of Paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

11. Hold Harmless. The Consultant agrees to and shall indemnify, save and hold harmless the Client, its members, officers, employees, and agents, from all claims and liability of whatsoever kind or character due to or arising out of the acts and conduct of the Consultant, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Consultant doing the work herein contracted for, or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement, and also from all claims of damage for infringement of any patent in fulfilling this Agreement. The Consultant will procure and maintain adequate public liability and property damage insurance to protect the Client, its members, officers, employees, and agents, and will, upon request of the Client, furnish proof of compliance with this requirement.

12. Residency Verification. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

A. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

B. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

C. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
SUITE 1129
PAPILLION, NE 68046-2845
FAX (402) 593-4304

Brian E. Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Assistant Purchasing Agent
(402) 593-4164
Beth Cunard, Purchaser/Contract Specialist
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

MEMO

To: Sarpy County Board of Commissioners

From: Beth Cunard

Re: Professional Service Agreements with Olsson

Sarpy County has currently begun the construction of 126th Street and Highway 370. As part of this project, we are requesting the services of Olsson and Associates for construction management. Olsson will act as Sarpy's representative and be the first line of contact with the General Contractor. There are two agreements, one is for the CDBG portion of the project and the other is the standard agreement. Both agreements have been reviewed by the County Attorney's Office and are recommended for approval.

Please feel free to contact me with any questions at 593-4476.

May 14, 2010

Beth Cunard
Beth Cunard

cc: Mark Wayne
Deb Houghtaling
Brian Hanson
Scott Bovick
Tom Lynam