

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AUTHORIZING AGREEMENT WITH HGM ASSOCIATES, INC. FOR
PROFESSIONAL SERVICES

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 entered into an agreement with the firm of HGM Associates, Inc. for professional services in conjunction with the design of a bridge(only) that is part of the improvement to 132nd Street from Capehart Road south ½ mile in Sarpy County, Nebraska, know as project No. C-77(12-3)A; and,

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Chair and Clerk are hereby authorized to execute on behalf of Sarpy County, Agreement with HGM Associates, Inc. for professional services in conjunction with the design of a bridge(only) that is part of the improvement to 132nd Street from Capehart Road south ½ mile in Sarpy County, Nebraska, know as project No. C-77(12-3)A a copy of which is attached hereto, the same being approved by the Board.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 1st day of November, 20 11.

Tom Richard
Sarpy County Board Chairman

ATTEST:
Debra Moughtaling
County Clerk





September 19, 2011

Dennis L. Wilson, P.E.
Sarpy County Engineer
15100 S. 84th Street
Papillion, NE 68046

Subject: Bridge Replacement - 132nd Street
HGM Proposal No. 000711-236

Dear Denny:

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

HGM will provide Basic Services including Final Design Documents. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization.

HGM will provide these Basic Services on an hourly basis with our total cost estimate not to exceed \$25,000. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date. A service charge of one and one-half percent per month will be added to any amounts outstanding after 30 days.

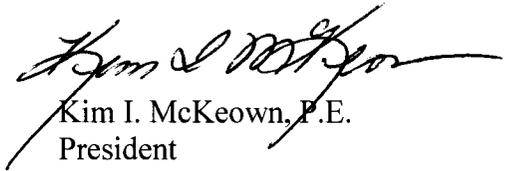
We anticipate that we will be able to begin work on this project within 10 working days of receiving your authorization to proceed in the form of your acceptance of this agreement. We estimate that all work can then be completed by January 31, 2012. If at any time we are delayed in the performance of these services, we will notify you immediately. Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

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

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT



Stephen W. Moffitt, P.E.
Structural Project Manager



Kim I. McKeown, P.E.
President

Acceptance of Proposal:
SARPY COUNTY, NEBRASKA - CLIENT



Authorized Signature

Tom Richards, Chairman

Printed Name & Title

11/1/2011

Date of Acceptance

hgm

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A COMMITMENT TO CREATIVE SOLUTIONS

GENERAL PROVISIONS

EXHIBIT B

This is an exhibit attached to and made part of the letter agreement dated September 19, 2011 between: SARPY COUNTY, NEBRASKA (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

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

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

Termination of Agreement: This agreement or any portion thereof, may be terminated by either party upon 7 days written notice to the other party. In event such Notice of Termination shall be given, the payment for General Consulting Engineering Services for work performed prior to the date of termination shall be determined by multiplying payroll cost times 2.30.

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

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

Successors and Assigns: Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

Limitation of Liability: The CLIENT agrees to limit the CONSULTANT'S liability to all parties on the project due to the CONSULTANT'S negligent professional acts, errors or omissions, such that the total aggregate liability of the CONSULTANT shall not exceed \$50,000.00.

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

Contractor's Work: That the CONSULTANT shall not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and the CONSULTANT shall not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

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

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

Hazardous Materials: The CLIENT agrees that the Consultant's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

Mediation: Any claims or disputes under this agreement shall be submitted to non-binding mediation.

hgm

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Rev 090122

**Sarpy County, Nebraska
Bridge Replacement - 132nd Street
Between Fairview Road and Capehart Road
Scope of Services
Prepared by HGM Associates Inc.
September 19, 2011**

This is an exhibit attached to and made part of the agreement dated September 19, 2011 between: SARPY COUNTY, NEBRASKA (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT).

Project Overview

The intent of this project is to replace the existing bridge with a cast in place concrete box culvert or a similar type drainage structure, not including a standard bridge type structure. Soil borings and testing may be required for the design of this structure, but are not included in this scope of services.

Roadway design has been completed by Sarpy County. This design will be used to prepare design plans for the replacement structure. 132nd Street will be closed for the duration of the construction of this project. Temporary or permanent right of way may be required to complete construction of the bridge replacement.

The project is anticipated to be let in March or April of 2012. No federal funding will be used in the design or construction of this project, therefore compliance with the requirements of the National Environmental Protection Act will not be documented.

No construction phase services have been included in this scope of services; however they may be added at the County's request.

The Basic Services to be provided by the CONSULTANT under this agreement are further described as follows:

Scope of Services

1. Project Management
 - a. Attend two meetings regarding the project; a kickoff meeting and a progress meeting after completion of the preliminary plans.
 - b. Prepare and submit invoices with project status reports at monthly intervals.
 - c. Ensure that quality control procedures are properly executed throughout the project.
2. Topographic Survey
 - a. Topographic survey has been completed by the County and will be transmitted to HGM in electronic format.
 - b. Survey information provided by the County will include a digital terrain model that contains all topographic information required to complete the project.
 - c. Existing ROW limits and visible utility locations will be indicated in the survey information provided by the County.



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3. Preliminary Design

- a. Hydraulic and hydrologic design will be completed by HGM in accordance with the requirements of the NDOR Hydraulic Design Guidelines.
- b. A situation plan and supporting details will be prepared for the proposed structure.
- ~~c. The limits of construction and ROW need lines will be determined by using the existing typical roadway section with no improvements~~
- ~~d. HGM will coordinate with utilities and will identify potential utility conflicts within the project area based on the visual locations provided with the topographic survey as well as information obtained from the utility companies.~~
- ~~e. HGM will add information obtained from the utility companies to the topographic survey drawing as it is received.~~
- f. HGM will prepare an opinion of probable cost for the structure only and submit with the preliminary design drawings.
- g. HGM will prepare and submit permit applications to the Papio-Missouri River NRD, the Nebraska Department of Environmental Quality, and the US Army Corps of Engineers.
- h. After HGM has submitted the preliminary plans to the County, a project meeting will be held at the County's request to discuss the concept presented.

4. Final Design

- a. Final bid documents will be prepared and will include final plans, special provisions (if required), technical specifications (if required), a final opinion of probable cost, an estimated construction period and a recommended liquidated damages penalty.
- b. A road closure and detour plan will be prepared by the County.
- c. The County will prepare an erosion control plan and a storm water pollution prevention plan (SWPPP) as part of the roadway reconstruction plan.
- d. Construction drawings will be prepared using the standard Sarpy County title sheet and drawing border.
- e. The deliverable product will be a paper and/or PDF copy of the final documents signed and sealed by a professional engineer licensed in the State of Nebraska.
- f. An electronic version of the final construction drawings will be provided to Sarpy County after they have been accepted for letting. The electronic drawings will be provided in AutoCAD format translated from Microstation drawing format.

CLIENT's Responsibilities:

In order for the CONSULTANT to perform these services, the CLIENT agrees to furnish the following information:

1. Provide topographic survey information including a DTM, contour data, existing ROW information, and visible utility locations.
2. Land ownership information and property plats.
3. Prepare a detour plan if required for inclusion in the bid documents.



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Deb Houghtaling

Fred Uhe
Chief Deputy

Sarpy County Clerk

Renee Lansman
Assistant Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

November 2, 2011

HGM Associates Inc.
Stephen W. Moffitt, P.E.
5022 S. 114th Street, Suite 200
Omaha NE 68137

RE: Professional Services Agreement Bridge Design Project No. C-77(12-3)

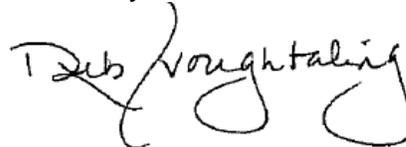
Action by the Sarpy County Board on November 1, 2011 is as follows:

(Tabled from October 25, 2011) Resolution 2011-356: Authorize Chairman to sign agreement with HGM Associates, Inc. for professional services in conjunction with bridge improvements to 132nd Street from Capehart Road south ½ mile. Denny Wilson, Engineer

MOTION: Hike resolved, seconded by Thompson, to approve the resolution for professional services in conjunction with the design of a bridge that is part of project No. C-77(12-3). Ayes: Hike, Thompson, Richards, Nekuda & Warren. Nays: None.

Please find enclosed one original agreement for your records which has been approved and signed by the Chairman of the Board.

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosures (1)
DH/kk