

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING CONTRACT WITH HDR ENGINEERING, INC.
FOR PROFESSIONAL SERVICES FOR THE DESIGN OF THE INTERSECTION OF
U.S. HIGHWAY 34 AND HARLAN LEWIS ROAD

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, a contract has been proposed to employ the firm of HDR Engineering, Inc. for professional services in conjunction with the design of improvements to the intersection of U.S. Highway 34 and Harlan Lewis Road in Sarpy County, Nebraska; and,

WHEREAS, the proposed contract is in the best interests of the citizens of Sarpy County.

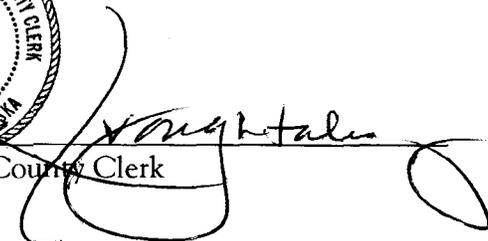
NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Chair and Clerk are hereby authorized to execute on behalf of Sarpy County, the Agreement for professional services in conjunction with the design of improvements to the intersection of U.S. Highway 34 and Harlan Lewis Road in Sarpy County, Nebraska, a copy of which is attached hereto, the same being approved by the Board.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 3rd day of April, 2012.



 Chairman, Sarpy County Board





 Sarpy County Clerk

MULTIPLE PROJECT AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of this 3rd day of April, 20 12, between Sarpy County, hereinafter referred to as "OWNER", and HDR Corporation, hereinafter referred to as "ENGINEER," for engineering services as described in this Agreement.

WHEREAS, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

WHEREAS, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

SECTION I. PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.
- 1.4 The County's must provide written approval before any work is performed, which would take cost over the estimated amount provided in this Agreement.

SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached "HDR Corporation Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

SECTION III. COMPENSATION

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The "HDR Engineering, Inc. Terms and Conditions for Professional Services," which are attached hereto, are incorporated into this Agreement by this reference.

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

Sarpy County
"OWNER"
BY: Rusty Hike
NAME: Rusty Hike
TITLE: Chairman
ADDRESS: 1210 Golden Gate Dr.
Papillion NE 68046

HDR ENGINEERING, INC.
"ENGINEER"
BY: Matthew B. Tondl
NAME: Matthew B. Tondl, PE
TITLE: Senior Vice President
ADDRESS: 8404 Indian Hills Drive
Omaha, NE 68114

EXHIBIT A
TASK ORDER

This Task Order pertains to an Agreement by and between Sarpy County, ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated 4/3/12 20__, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:
PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

PART 3.0 OWNER'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

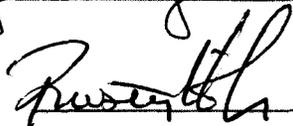
PART 5.0 PAYMENTS TO ENGINEER:

PART 6.0 OTHER:

This Task Order is executed this 20 day of March, 2012.

Sarpy County
"OWNER"

HDR ENGINEERING, INC.
"ENGINEER"

BY: 

BY: 

NAME: Rusty Hike

NAME: Matthew B. Tondl, PE

TITLE: Chairman

TITLE: Senior Vice President

ADDRESS: 1210 Golden Gate Dr.
DePillion NE 68046

ADDRESS: 8404 Indian Hills Drive
Omaha, NE 68114

HDR Engineering, Inc.

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or 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.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation Insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability Insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability Insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability Insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER 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, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.

ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard

Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous

materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) 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 sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the greater of \$50,000 or the total compensation received by ENGINEER hereunder, except as otherwise provided under this Agreement, and OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against

ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

EXHIBIT A

TASK ORDER NO. 1

This Task Order pertains to an Agreement by and between SARPY COUNTY, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated March 16, 2012, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 001

PROJECT NAME: US 34 CONSTRUCTION PLAN UPDATES FOR FUTURE DEVELOPMENT

PART 1.0 PROJECT DESCRIPTION:

The US 34 Project is currently under construction and will be completed by the end of year 2013. The effort in this scope of work includes developing new traffic signal design plans and plan modifications of the US 34 intersection with Harlan Lewis Road to accommodate future Sarpy County development projects. Work items include performing a high level traffic impact assessment of the proposed developments, developing traffic signal design plans to install in-ground equipment and modifying roadway design plans to provide or extend turn lanes on US 34 as recommended from the traffic analysis. This scope does not include any effort to modify plans for improvements that would require additional Right-of-Way as they could not be constructed with the current US 34 Project. All new and modified design elements will require revised plan sheets to be developed and provided to the US 34 construction contractor.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

A detailed scope of service is provided in Exhibit “B” attached.

PART 3.0 OWNER’S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

The period of service is expected to be March 23, 2012 to June 22, 2012 with the ability to cancel or extend upon written notice.

PART 5.0 PAYMENTS TO ENGINEER:

Compensation for ENGINEER’S services under this Agreement shall be on the basis of cost plus fixed fee.

Compensation terms are defined as follows:

Cost-Plus-Fixed Fee shall mean Cost plus a Fixed Fee.

Cost, as used in "Cost-Plus-Fixed Fee," shall mean Direct Labor Cost plus Overhead Costs, plus Reimbursable Expense.

Overhead Costs, as used in "Cost-Plus-Fixed Fee," shall mean indirect costs which include payroll and administrative expenses. For this Agreement, overhead costs shall be percent (162.91%) of Direct Labor Cost.

Fixed Fee shall mean a fixed amount of fee that is added to the Cost in a Cost-Plus-Fixed Fee basis of payment. The sum of Cost and Fixed Fee shall be the compensation for the Scope of Services. The Costs may vary, but the Fixed Fee shall remain the same provided the Scope of Services does not change.

The maximum fee will consist of a compilation of direct labor costs, overhead costs, reimbursable expenses, and fixed fee, as provided in Exhibit "C" attached.

PART 6.0 OTHER:

This Task Order is executed this 20 day of March, 2012.

SARPY COUNTY
"OWNER"

BY:

Rusty Hike

NAME:

Rusty Hike

TITLE:

Chairman

ADDRESS:

1210 Golden Gate Dr.
Papillion NE 68046

HDR ENGINEERING, INC.
"ENGINEER"

BY:

Matthew B. Tondl

NAME:

Matthew B. Tondl, PE

TITLE:

Senior Vice President

ADDRESS:

8404 Indian Hills Drive
Omaha, NE 68114

EXHIBIT B
DESCRIPTION OF PROJECT AND SCOPE OF SERVICES

US 34 CONSTRUCTION PLAN UPDATES FOR FUTURE DEVELOPMENT

I. DESCRIPTION OF TASKS

The US 34 Project is currently under construction and will be completed by the end of year 2013. The effort in this scope of work includes developing new traffic signal design plans and plan modifications of the US 34 intersection with Harlan Lewis Road to accommodate future Sarpy County development projects. Work items include performing a high level traffic impact assessment of the proposed developments, developing traffic signal design plans to install in-ground equipment and modifying roadway design plans to provide or extend turn lanes on US 34 as recommended from the traffic analysis. This scope does not include any effort to modify plans for improvements that would require additional Right-of-Way as they could not be constructed with the current US 34 Project. All new and modified design elements will require revised plan sheets to be developed and provided to the US 34 construction contractor.

The details of the tasks are described as follows:

1. Project Management

This task includes activities to initiate and monitor project schedules, manpower assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; and prepare project correspondence with Sarpy County.

2. Quality Control

Perform ongoing reviews of major design decisions, plan preparation and project deliverables. Document internal quality reviews of plans and reports prior to submittals for completeness and quality.

3. Project Meetings

It is anticipated that two meetings will be held with Sarpy County with two HDR staff attending each meeting. If necessary, NDOR and/or the construction contractor will be invited to the meetings.

4. Agency Coordination

This task includes the coordination efforts with Sarpy County and NDOR to gather and review the necessary information for the project. The proposed developments from Sarpy County will be gathered and reviewed. The traffic signal and plan submittal requirements will be discussed with NDOR personnel.

5. Traffic Analysis

This task includes effort to perform a high level traffic impact assessment at the US 34 intersection with Harlan Lewis Road using information provided about the potential developments to determine possible recommendations that would modify turn lane storage lengths or side street geometrics including the addition of possible right turn lanes on US 34(Sarpy County will provide information regarding potential developments in the area). Projected future traffic volumes from the US 34 Environmental Impact Statement (EIS) will be utilized for the analysis. Capacity analysis will be performed using Synchro. Storage length recommendations will be based on NDOR methodologies.

Deliverable: A technical memorandum will be prepared to document the assumptions, methodology and findings. Recommendations will require approval from NDOR.

6. Traffic Signal Design

Develop traffic signal design plans at the US 34 intersection with Harlan Lewis Road to include in-ground conduit, pull boxes and loop detectors. The Harlan Lewis Road intersection will also include a layout of combination signal/lighting poles, controller cabinet (without controller) and all foundations to provide street lighting opening day. Mast arm poles would be installed in the future. Plans will utilize NDOR standards and specifications.

7. Roadway Design

Modify roadway construction plans to accommodate geometric recommendations from Task 5 including revising the left turn lanes on US 34 at the Harlan Lewis Road intersection. Recommendations that require additional Right-of-Way including right turn lanes on US 34 and additional turn lanes on Harlan Lewis Road will not be included in this effort. Revise the drainage design between Sta. 195+00 and Sta. 200+00 to address the extended turn lane lengths.

8. Quantities/Estimates

The effort identified in this task includes quantity calculations and the engineer's estimate of probable cost.

9. Plan Submittals

This task includes effort to develop and submit the revised construction plan sheets and specifications for two submittals. Effort is also included to review agency comments and make the necessary revisions.

Deliverable: 90% Plans and Final Plans

ESTIMATED SHEET COUNT

Construction Plan Sheets	Scale	Estimated Number
Cover	NTS	1
Typical Section Sheets	NTS	1
Plan and Profile Sheets	1"=50'	2
Cross-Section Sheets	1"=10' H 1"=5' V	6
Drainage Structure Cross-Section Sheets	1"=10'	1
Construction Removal Sheets	1"=50'	2
Traffic Signal Sheets	1"=20'	2
	PLAN TOTAL	15

INFORMATION TO BE PROVIDED BY THE COUNTY

1. Proposed development information including all pertinent planning reports or previous traffic studies. The type of developments, their size and the approximate dates of construction shall also be provided.

ASSUMPTIONS AND UNDERSTANDINGS

1. This scope does not include effort to modify plans for improvements that require additional Right-of-Way as they could not be constructed with the US 34 Project.
2. This scope does not include effort to perform traffic analysis or to modify plans at the Sta. 138+39 section line intersection (current farm entry). Traffic signal plans for in-ground conduit, pull boxes and loop detectors will not be included as such items would be disturbed during future construction projects to provide turn lanes and side street paving.
3. CADD standards and cell libraries in Microstation format following NDOR practices will be followed.
4. NDOR traffic signal design standards and specifications will be followed. Traffic signals will not be operational until warranted by the proposed development trips sometime in the future. Traffic equipment not shown in the design plans would be included as part of a separate project in the future.
5. NDOR Traffic Division personnel will identify the required traffic equipment for this project and any storage locations for equipment not installed opening day.
6. The design criteria and CADD files from the original US 34 design effort, including all design files and topographic survey, will be utilized for this project. No new survey is required.

ADDITIONAL SERVICES

The effort to provide the following is not included with this scope of service and can be supplemented based on discussions with NDOR and the results of the traffic analysis if the County chooses.

- Roadway design for improvements that require additional Right-of-Way (to be constructed at a later date in a separate plan set)
- Right-of-Way design
- Traffic signal designs for fully functional signals (all equipment).
- Construction phase services

SCHEDULE

- | | |
|------------------------|----------------|
| • Notice to Proceed | March 23, 2012 |
| • Traffic Memorandum | April 19, 2012 |
| • 90% Plan Submittal | May 11, 2012 |
| • Final Plan Submittal | June 22, 2012 |

Sarpy County
 US 34 Construction Plan Updates for Future Development

Staff Hour Tabulation

Item	Task	PM / Sr. Engr.	Eng. / Designer	Project Controller	Total
1	Project Management	12		4	16
2	Quality Control	12			12
3	Project Meetings	8	8		16
4	Agency Coordination	4	4		8
5	Traffic Analysis	4	40		44
6	Traffic Signal Design	4	64		68
7	Roadway Design	4	48		52
8	Quantities / Estimates	2	8		10
9	Plan Submittals	2	8		10
TOTAL HOURS		52	180	4	236

Fee Summary

ESTIMATED DIRECT LABOR

CLASSIFICATION	TOTAL HOURS	HOURLY RATE	DIRECT LABOR COST	
Project Manager/Senior Engineer	52	\$60.96	\$ 3,170	
Engineer / Designer	180	\$37.84	\$ 6,811	
Project Controller	4	\$36.25	\$ 145	
TOTAL DIRECT LABOR COST	236			\$ 10,126

OVERHEAD COST (162.91% OF DIRECT LABOR) \$ 16,496

FIXED FEE (12%) \$ 3,195

ESTIMATED DIRECT EXPENSES

	QUANT	UNIT	UNIT COST	TOTAL COST
Facilities Cost of Capital (0.4196% of Labor)				\$ 42
Travel (Mileage)	120	Miles	\$ 0.555	\$ 67
Printing & Miscellaneous	1	Lump Sum	\$ 200.00	\$ 200
TOTAL ESTIMATED DIRECT EXPENSE				\$ 309

MAXIMUM FEE \$ 30,126

Exhibit "C"

Page 1 of 1

ESTIMATED SHEET COUNT

Construction Plan Sheets	Scale	Estimated Number
Cover	NTS	1
Typical Section Sheets	NTS	1
Plan and Profile Sheets	1"=50'	2
Cross-Section Sheets	1"=10' H 1"=5' V	6
Drainage Structure Cross-Section Sheets	1"=10'	1
Construction Removal Sheets	1"=50'	2
Traffic Signal Sheets	1"=20' 1"=5' V	2
	PLAN	TOTAL
		<u>15</u>

CERTIFICATION OF RECEIPT

County of Sarpy
Project No. HRRR-STWD (108) – Work Zone
and Road Closure Traffic Control Devices

Sarpy County, Nebraska does hereby certify to the State of Nebraska that it has received the signing materials referenced in Resolution No. 2010-405 passed the 7th day of December, 2010, by the Sarpy County Board of Commissioners; That all signing materials have been received and will be used in accordance with the applicable sections of the Manual of Uniform Traffic Control Devices.

Rich Weber
County Highway Superintendent

Russell H 4/3/12
Chairperson

PACKAGING SLIP

Project: HRR-STWD (108)

DATE: JANUARY 3, 2012

COUNTY: Sarpy County
Rich Weber
402-339-4606 #112

ITEM #	DESCRIPTION	QUANTITY
Package A	(2)-36"Aluminum W20-4A, "One Lane Road Ahead" signs (2)-36"Aluminum W3-4, "Be Prepared To Stop" signs (2)-36"Aluminum W20-7A, "Flagger Ahead" signs (6)-Steel / Spring Stands (2)-5'-0" Stop / Slow Paddles	4
Package B	(3) R.H. Type III Barricades 5'x8' Dbl. Faced - Plastic (3) L.H. Type III Barricades 5'x8' Dbl. Faced - Plastic (6)-30"x 48" Aluminum R11-2 "Road Closed" signs	4

Signature: _____

Rich Weber

Date Received: _____

3-12-2012

Dannielle McKulsky

From: Michael A. Smith
Sent: Wednesday, March 28, 2012 11:09 AM
To: Dannielle McKulsky
Subject: RE: CERTIFICATION OF RECEIPT

We don't need a new resolution or an agenda item. This receipt was authorized by the 2010 resolution.

Just ask the Clerk to put it in the pile for the chair to sign.

Michael A. Smith
Deputy County Attorney
Sarpy County, Nebraska
(402) 593-2237

-----Original Message-----

From: Dannielle McKulsky
Sent: Tuesday, March 27, 2012 8:49 AM
To: Michael A. Smith
Cc: Rich Weber
Subject: CERTIFICATION OF RECEIPT

Mike,

Please see the attached Certification of Receipt for your review approval & resolution.

Thank you,

Dannielle McKulsky
Office Manager
Sarpy County Public Works Dept.
15100 So 84th Street
Papillion, NE 68046
402-537-6902
402-537-6955 Fax
dmckulsky@sarpy.com

-----Original Message-----

From: PublicWorks@sarpy.com [<mailto:PublicWorks@sarpy.com>] On Behalf Of PublicWorks@
Sent: Tuesday, March 27, 2012 8:54 AM
To: Dannielle McKulsky
Subject: Scanned image from MX-4101N

Reply to: PublicWorks@sarpy.com <PublicWorks@sarpy.com> Device Name: Not Set Device Model:
MX-4101N
Location: Not Set

File Format: PDF (Medium)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
Adobe(R)Reader(R) can be downloaded from the following URL:

Resolution

2010-405

County of Sarpy
Resolution No. 2010-405
Project No. HRRR-STWD (108) - Work Zone
and Road Closure Traffic Control Devices
C.N.

Whereas: The Hazard Elimination Program is a "core safety program" for Highway Safety Construction. This program is provided for in *Title 23, Section 148 of U.S. Code*, and is part of the Highway Safety Improvement Program (HSIP) which is provided for in *23 CFR, Part 924*, which is administered by the Federal Highway Administration,

Whereas: The State of Nebraska maintains a Multi-Disciplinary High Risk Rural Road Committee to oversee facets of the HSIP,

Whereas: The High Risk Rural Road Committee has determined that it is desirable to provide work zone and or road closure traffic control devices for use on rural county roads to prevent or minimize vehicle crashes in the State of Nebraska,

Whereas: The High Risk Rural Road Committee on September 14, 2010 approved a project known as HRRR-STWD(108) - Work Zone and Road Closure Traffic Control Devices to accomplish the following:

For the purchase and distribution, by the State of Nebraska Department of Roads, of Work Zone and Road Closure Traffic Control Devices for use by Counties on rural roads throughout the State of Nebraska.

Be It Resolved: That the State of Nebraska is hereby requested to act on behalf of said County to program a project for the purchase of traffic control devices shown on Exhibit "A" (Response Form) attached,

Be It Further Resolved: That sufficient funds of said county are now available or will be made available and are hereby pledged to the Nebraska Department of Roads in the amount and at the required time for the purpose of matching Federal funds for the contemplated construction.

The cost to said County is 10% of the work described herein which is estimated to be \$ 82.40 per set of single lane closure traffic control devices and \$ 80.40 per set of six Type III barricades and signs to fully close a road. Number of sets of each ordered is shown on Exhibit A attached to this resolution.

Be It Further Resolved: That the Chairman of the County Board is authorized to sign this Resolution on behalf of said Board. In addition the Chairman and the Highway Superintendent are hereby authorized to sign the Certificate of Compliance after completion of the work.

Adopted this 7th day of December 2010, at _____

By Board of County Commissioners of Sarpy County, Nebraska.



Debra Voughtain
County Clerk

Joni Albrecht
Chairman

Board Member Rusty Hiko
moved the adoption of said Resolution
Roll Call: 5 Yes 0 Nay
Resolution adopted, signed, and billed as adopted.

THOMAS A. LYNAM

SARPY COUNTY SURVEYOR

• 15100 SOUTH 84th STREET • PAPHILLION, NEBRASKA 68046 • 402.339.4606 • FAX: 402.339.6555 •

Memo

To: Sarpy County Board of Commissioners
From: Tom Lynam, Sarpy County Surveyor 
Subject: Hazard Elimination Program "Core Safety Program"
Date: 12/3/2010

I recommend approval of the Resolution for the above mentioned "Core Safety Program".

The State of Nebraska High Risk Rural Road Committee has approved a project known as ***HRRR-STWD (108)- Work Zone and Road Closure Traffic Control Devices***. These devices include signs, sign stands, barricades and stop/slow paddles, all of these devices are of the most current Federal Safety Standards.

The Highway Department would like to participate in this project and would purchase (4) four sets of the Lane Closure Work Zone Traffic Control Devices, and (4) four sets of the Road Closure Traffic Control Devices. Sarpy County's cost share is (10%) of the total costs as follows:

Traffic Control Devices	\$3,296.00	County Share	\$329.60
Road Closure Devices	\$3,216.00	County Share	<u>\$321.60</u>
		Total	\$651.20

If you have any questions, please feel free to contact me at 339-4606 Ext. 108.