

121000883

BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AGREEMENT WITH  
FELSBURG HOLT & ULLEVIG FOR CONSULTING 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,

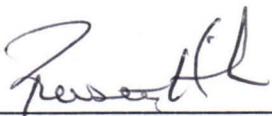
WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County of Sarpy desires to enter into an agreement with Felsburg Holt & Ullevig for consulting services to develop conceptual and final design plans to improve traffic flow for the east parking lot at the Courthouse.

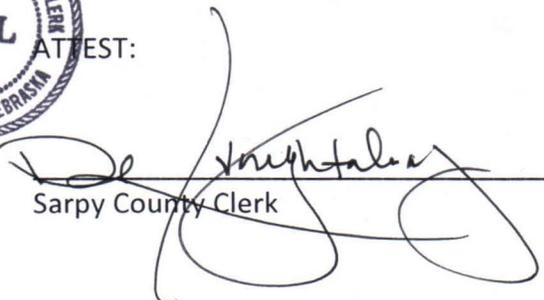
NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the agreement with Felsburg Holt & Ullevig for consulting services for Courthouse traffic flow improvements, copies of which are attached.

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 contracts with Felsburg Holt & Ullevig, copies of which are attached, and any other related documents, 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 15<sup>th</sup> day of May, 2012.

  
\_\_\_\_\_  
Sarpy County Board Chairman



ATTEST:  
  
\_\_\_\_\_  
Sarpy County Clerk



FELSBURG  
HOLT &  
ULLEVIG

*connecting and enhancing communities*

May 9, 2012

Mr. Ross Richards  
Sarpy County  
1210 Golden Gate Drive  
Papillion, NE 68046

RE: Sarpy County Parking Lot Improvements Proposal

Dear Mr. Richards:

Thank you for the opportunity to submit this proposal to develop conceptual and final design plans to improve traffic flow for the east parking lot at the Sarpy County Courthouse in Papillion, Nebraska. The information used to prepare this proposal is based on discussions with you, our site visit and meeting on March 22, 2012 and the existing parking lot layout sketch provided by Sarpy County.

#### Scope of Services

##### *Task 1) Traffic Study*

In order to address traffic operations at the existing parking lot and proposed parking area, the following data will be collected:

- Field measurements will be performed to determine existing conditions.
- Traffic operations will be analyzed at the existing east parking lot during peak times to verify the field observations from our previous site visit. Pedestrian and vehicle interactions will be observed.

##### *Task 2) Conceptual Plans*

A concept plan will be developed for a new parking lot layout based on the study. The plan will address the vehicular circulation between the east lot and the lot between the two annex buildings. A dedicated path and crosswalks will be identified to guide pedestrians between the East Annex Building parking lot and the east doors of the Administration Addition.

The conceptual layout will include two options to handle stormwater runoff. The first option will be based on meeting minimum standards for developing a post-construction stormwater management plan (PCSMP). The second option will be developed as an alternative that meets or exceeds PCSMP standards in an effort to demonstrate innovative water quality best-management practices (BMPs). At this stage, the conceptual layouts will be based on information obtained from a field evaluation and utilities/sewer information provided by Sarpy County.

FHU will prepare cost estimates for each alternative.

FHU will attend one meeting with officials representing Sarpy County to obtain review comments. Once comments have been received from Sarpy County, final design plans will be prepared by FHU.

*Task 3) Topographic Survey*

Topographic survey will be obtained for an area that extends from the east end of the administration building to the east end of the east parking lot, including a portion of the east entrance drive; and from the south end of the east parking lot to the south ends of the adjacent annex buildings. FHU has retained RW Engineering and Surveying, Inc. to provide the topographic survey.

*Task 4) Geotechnical Exploration Report*

The geotechnical investigation will include a total of 2 pavement cores and 3 test borings spread across the site at strategic locations (two borings in the removed building footprint and another in an area where we anticipate an infiltrative stormwater BMP). Laboratory testing will be done on the samples taken and a letter report will be prepared that includes their findings and recommendations. FHU has retained Thiele Geotech, Inc. to provide the Geotechnical Exploration Report.

*Task 5) Final Design Plans*

Based on the approved conceptual layout, FHU will prepare final design drawings for parking lot improvements with notes shown on the plans. The following plan sheets will be provided:

- Removal Plan
- Grading, Erosion Control, and Spot Elevations Plan
- Storm Sewer and Stormwater BMP Plan
- Paving Plan
- Landscaping Plan

FHU will prepare the Post-Construction Stormwater Management Plan that includes a drainage study, along with the application.

FHU will provide bid items and a cost estimate based on final design plans for Sarpy County.

*Task 6) Construction Observation*

At the direction of Sarpy County, FHU has dedicated minimal time for construction observation. FHU has included time for three (3) site visits during the construction phase for the purpose of observing the progress and evaluate general conformance with the plans, and approximately 4 hours of time to answer Contractor questions and provide plan interpretation. Contract administration is not part of this scope of services.

*Task 7) Public Outreach*

FHU will prepare stormwater education and outreach materials to illustrate the existing and proposed alternative stormwater management practices on the Sarpy County Administrative Building and Annex campus. The County has invested in alternative stormwater management practices that can be utilized as a showcase for the general public that travels to the Administrative Building. FHU anticipates development of one layout to be printed by the County as a tri-fold brochure and displayed on the Sarpy County web-site. FHU will work closely with the County to format the layout and messages in English.

The intent of the brochure is to communicate the cost and value of stormwater management by comparing traditional and alternative techniques as they relate to the County residents and to receiving waters. The County will print and provide brochures in locations where the public will have access to them such as the Administrative building lobby and individual department offices.

The following assumptions or exclusions have been made in preparing this scope of work:

- Bid and contract documents will be prepared by Sarpy County.
- Facilities management for Sarpy County will provide available records of site utilities and sewers.
- A title search will be provided by Sarpy County to help define property boundaries and existing easements on the property.
- Property lines and easements will be denoted on the plans however a boundary survey or ALTA/ASCM survey is not part of this scope of services.
- Final design plans do not include irrigation or lighting plans.
- Retaining walls are not anticipated for this project and are not included in the design scope.
- We anticipate that the total area disturbed by grading and construction of site improvements will be less than one acre and will not require Sarpy County or NPDES grading permits and monitoring. Should site disturbance exceed one acre FHU is available to provide these as additional services.
- Construction staking is not part of this scope of services.

FHU proposes to conduct the tasks on a time and expense basis. Our fees for Tasks 1 -5, listed above, are as follows:

Task 1: Traffic Study	\$3,300.00
Task 2: Conceptual Plans	\$5,800.00
Task 3: Topographic Survey	\$3,500.00
Task 4: Geotechnical Exploration Report	\$2,150.00
Task 3: Final Design Plans	\$13,700.00
Task 4: Construction Observation	\$3,100.00
Task 5: Public Education	<u>\$2,900.00</u>
TOTAL	\$34,450.00

This amount would be established as a "not to exceed" limit beyond which no charges could be made without your prior approval. The study and conceptual plans will be completed within 30 days of receipt of the notice to proceed and release of available site information. FHU will finalize plans in 30-40 days from the time of completion of topographic survey and geotechnical investigation.

A breakdown of fees with standard hourly billing rates for the personnel expected to be involved in this project is shown in the fee estimate (Attachment A). Under such an agreement, we are compensated on an hourly basis for all labor.

Additional services that are required outside the Scope of Work, such as additional meetings or design revisions would be performed on a time and materials basis using the attached hourly rates. Additional work would not be performed without written authorization from the client.

Direct expenses incurred on this project will include a 10 percent markup. These may include items such as reproduction charges, postage, telephone, etc. Vehicle usage will be charged at the current Federal rate at the time of the usage.

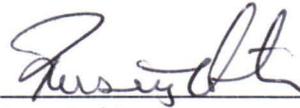
If the conditions of this proposal and attached standard contract provisions are acceptable to you, please print and sign two copies of this letter, and mail or fax one copy to us for our files. If you have any questions about this proposal, please give Dave Lampe or me a call at (402) 445-4405.

Sincerely,

**FELSBURG HOLT & ULLEVIG**



Kyle A. Anderson, PE, PTOE  
Principal

  
\_\_\_\_\_  
Accepted By

Chairman  
\_\_\_\_\_  
Title

5/15/12  
\_\_\_\_\_  
Date

**ATTACHMENT A**  
**FEE ESTIMATE**  
**Proposal for Sarpy County Parking Lot Improvements**

Fees are based on the following estimate of labor and expenses:

Labor and Fee Estimate											
Task	FHU Hours							FHU Labor Fees	Reimburseables (5% of Labor)	Subconsultant Fees	Total Fees (Rounded Up to Nearest \$100)
	<i>Project Manager &amp; Engineer V</i>	<i>Env Scientist II</i>	<i>Engineer III</i>	<i>Engineer I</i>	<i>CAD</i>	<i>Admin</i>	<i>Total</i>				
	\$130	\$105	\$105	\$80	\$110	\$70					
Task 1: Traffic Study	0	0	20	12	0	0	32	\$3,100	\$155		\$3,300
Task 2: Conceptual Plans	15	4	10	4	16	0	49	\$5,500	\$275		\$5,800
Task 3: Topographic Survey										\$3,500	\$3,500
Task 4: Geotechnical Report										\$2,150	\$2,150
Task 5: Final Design Plans and Specifications	36	6	22	14	36	3	117	\$13,000	\$650		\$13,700
Task 6: Construction Observation	19	0	0	0	0	5	24	\$2,900	\$145		\$3,100
Task 7: Public Outreach	2	16	0	2	0	8	28	\$2,700	\$135		\$2,900
Total Hours	72	26	52	32	52	16	250				
<b>Total Project Fees</b>											<b>\$34,450</b>

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## LETTER AGREEMENT STANDARD PROVISIONS

### A. SERVICES BY THE CONSULTANT

The CONSULTANT agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. CONSULTANT agrees to keep the CLIENT informed on its progress through periodic reports, and to maintain accurate records relating to its services in connection with this project.

The CONSULTANT agrees to provide, directly or by association with such other Consultants or Contractors as it may deem necessary to further the interest of the CLIENT, the basic services as described in Scope of Work in the letter proposal or Letter Agreement.

### B. RESPONSIBILITIES OF THE CLIENT

The CLIENT shall provide and make available to the CONSULTANT, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the CONSULTANT shall remain the property of the CLIENT and will be returned upon completion of its services.

The CLIENT shall make provisions for the CONSULTANT to enter upon public and private properties as required for the CONSULTANT to perform its services hereunder.

### C. EXTRA WORK

The CLIENT may desire to have the CONSULTANT perform work or render services other than those provided in Scope of Work. This will be Extra Work. Work shall not proceed until so authorized by the CLIENT. Payment for all work under this Agreement shall be on an hourly basis plus expenses in accordance with the attached rate schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

### D. TIME OF BEGINNING AND COMPLETION

Signing this form is authorization by the CLIENT for the CONSULTANT to proceed with the work. Completion is as noted in the letter agreement.

### E. PAYMENT

Unless otherwise provided herein, CONSULTANT shall submit monthly invoices for Basic, Additional or Special Services and for Reimbursable Expenses each month for work actually performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month which is an annual interest rate of 12%. In the event any portion of or all of an account remains unpaid 90 days after billing, the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

### F. DELAYS

If the CONSULTANT is delayed at any time in the progress of work by any act or neglect of the CLIENT or its agents, employees or contractors, or by changes in the work, or by extended reviews by the CLIENT, fire, unavoidable casualties,

or by any causes beyond the CONSULTANT'S control, the time schedule shall be extended for a reasonable length of time, and CONSULTANT'S compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, relocation of other expenses incidental to such delays.

### G. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the CONSULTANT in connection with this project are instruments of service for this project only and shall remain the property of the CONSULTANT whether the project is completed or not. The CONSULTANT shall furnish originals or copies of such work product to the CLIENT in accordance with the services required hereunder. Reuse of any of the work product of the CONSULTANT by the CLIENT on an extension of this project or on any other project without the written permission of the CONSULTANT shall be at the CLIENT'S risk and the CLIENT agrees to defend, indemnify and hold harmless the CONSULTANT from all claims, damages, and expenses including attorneys fees arising out of such unauthorized reuse by the CLIENT or by others acting through the CLIENT. Any reuse or adaptation of the CONSULTANT'S work product shall entitle the CONSULTANT to equitable compensation.

### H. INSURANCE

During the course of the services, the CONSULTANT shall maintain Workmen's Compensation Insurance in accordance with the Workmen's Compensation laws of the State of Nebraska, Professional Liability Insurance in the amount sufficient to cover CONSULTANT'S liability under paragraph O. below, Automobile Liability of \$150,000 per person, \$600,000 per occurrence, and Comprehensive General Liability of \$150,000 per person, \$600,000 per occurrence. The CONSULTANT shall provide certificates of insurance to the CLIENT indicating compliance with this paragraph, if requested.

### I. TERMINATION

Either the CLIENT or the CONSULTANT may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. The CLIENT shall within sixty (60) calendar days of termination pay the CONSULTANT for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

### J. DISPUTES

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the CONSULTANT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

**K. GOVERNING LAW**

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law of the State of Nebraska.

**L. SUCCESSORS AND ASSIGNS**

The CLIENT and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

**M. EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the CONSULTANT and any other CONSULTANT or contractor or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

**N. NOTICES**

All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address shown below. The date of service of a notice sent by mail shall be deemed to be the day following the date on which said notice is so deposited. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

**O. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY**

The CONSULTANT shall use reasonable professional skill and judgment in connection with services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the CONSULTANT, an error or omission is discovered within a reasonable time, the CONSULTANT shall be responsible for correction of any work which must be removed or altered to meet the project requirements, provided the CONSULTANT is given a reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The CONSULTANT will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided.

In providing opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the CONSULTANT'S qualifications, and experience. The CONSULTANT makes no warranty,

expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CONSULTANT'S negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the CONSULTANT is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT and the CONSULTANT'S officers, directors, partners, employees, agents and subconsultants, and any of them, to the CLIENT and anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the CONSULTANT or the CONSULTANT'S officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by the Design Professional under this Agreement, or the total amount of \$50,000, whichever is less.

IN WITNESS WHEREOF, the CLIENT agrees to the terms of these Special Provisions in conjunction with the attached Letter Agreement:

CLIENT: 

By: Rusty Hike

Title: Chairman

Date: 5/15/12

Residency Verification

The Consultant agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Consultant 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 Consultant is an individual or sole proprietorship, the following applies:

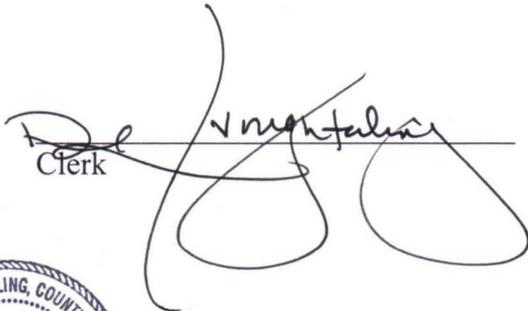
1. The Consultant must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Consultant indicates on such attestation form that he or she is a qualified alien, the Consultant agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Consultant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

THE COUNTY OF SARPY,  
STATE OF NEBRASKA

  
Chairman, Sarpy County Board  
of Commissioners

Felsburg Holt & Ullevig

  
Kyle A. Anderson, Principle

  
Clerk

  
Attest



# Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046-2895  
593-4155

[www.sarpy.com](http://www.sarpy.com)

ADMINISTRATOR Mark Wayne

DEPUTY ADMINISTRATOR Scott Bovick

FISCAL ADMIN./PURCHASING AGT. Brian Hanson



## COMMISSIONERS

Rusty Hike District 1  
Jim Thompson District 2  
Tom Richards District 3  
Jim Nekuda District 4  
Jim Warren District 5

## MEMO

May 15, 2012

TO: Sarpy County Board of Commissioners

FROM: Scott Bovick, Deputy County Administrator

RE: Resolution to Approve engineering agreement with Felsburg, Holt and Ullevig (FHU) for improvements to the Courthouse Administration Parking Lot

In the fall of 2011 the dilapidated Southeast Annex building was removed and the County filled the area in with a temporary rock surface. Staff is requesting the Board approve a contract with FHU to design improvements to the Administration Addition parking lot.

Staff believes it is necessary to proceed with a project for the lot that will:

- 1) Improve pedestrian safety
- 2) Establish better traffic control and circulation
- 3) Provide additional public parking
- 4) Resolve the storm-water runoff issues through best management practices (BMPs) such as rain gardens, pervious pavement, etc.
- 5) Use the BMP's to improve the aesthetics of the parking lot, such as installing a landscaped rain garden that also serves as a traffic control island

FHU will conduct a traffic study and provide the County with two concept designs and cost estimates to achieve the five goals stated above. A portion of FHU's fee and a portion of the construction cost will be covered by the County's available storm-water grant funds. Upon completion of "Task 1: Traffic Study" and "Task 2: Conceptual Plans" we will be able to more accurately determine the amount of grant funds we can use.

I have attached a few pictures that illustrate the safety and storm-water issues with the lot.

Please feel free to contact me if you have any questions. Thank you.

  
Scott Bovick, Deputy County Administrator

Cc: Deb Houghtaling, Mark Wayne, Brian Hanson, Ross Richards, Lisa Haire, Beth Garber

# MEMORANDUM

SARPY COUNTY  
FACILITIES MANAGEMENT

**Date:** May 10, 2012

**To:** Scott Bovick

**From:** Ross Richards

**Subject:** Administration Addition Parking Lot Improvements Project

Facilities Management strongly supports the proposed project to improve conditions related to the Administration Addition Parking Lot. We have long standing concerns with pedestrian safety, ineffective traffic flow patterns and storm water runoff. The County's ability to use Storm Water Management Plan funding for portions of this project makes this an ideal time to move forward with design plans.

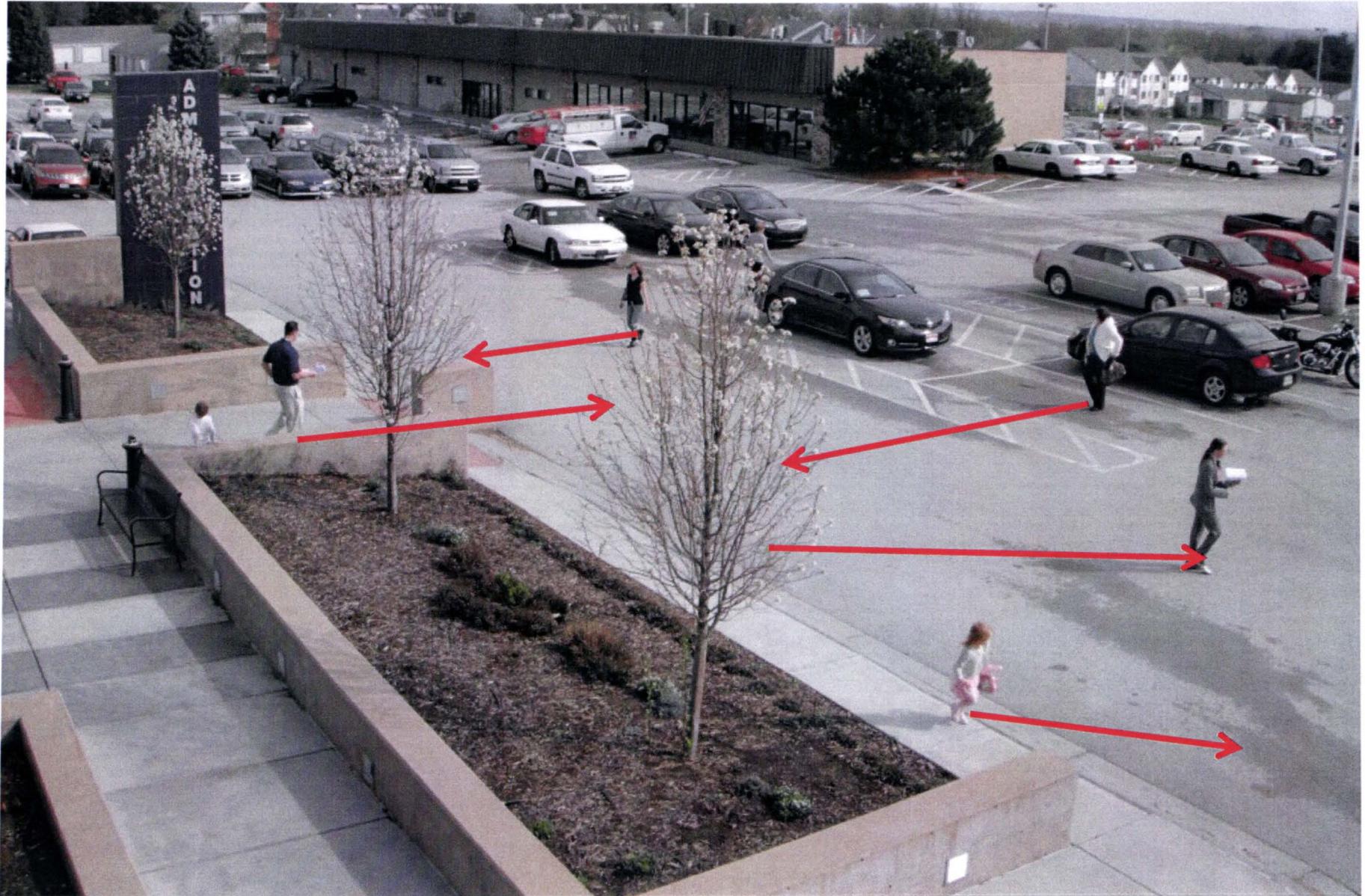
When the Administration Addition opened in August 2008 we began experiencing vehicle and pedestrian flow issues, with numerous "near misses" throughout the day (car on car and car on pedestrian). Parking lot transitions at existing structures contribute to standing water, ice hazards and storm water run-off without proper diversion and filtration.

County growth over the past several years increased the volume of traffic, causing conditions to continually decline. Facilities Management is encouraged by the possibility of moving forward with this needed project.

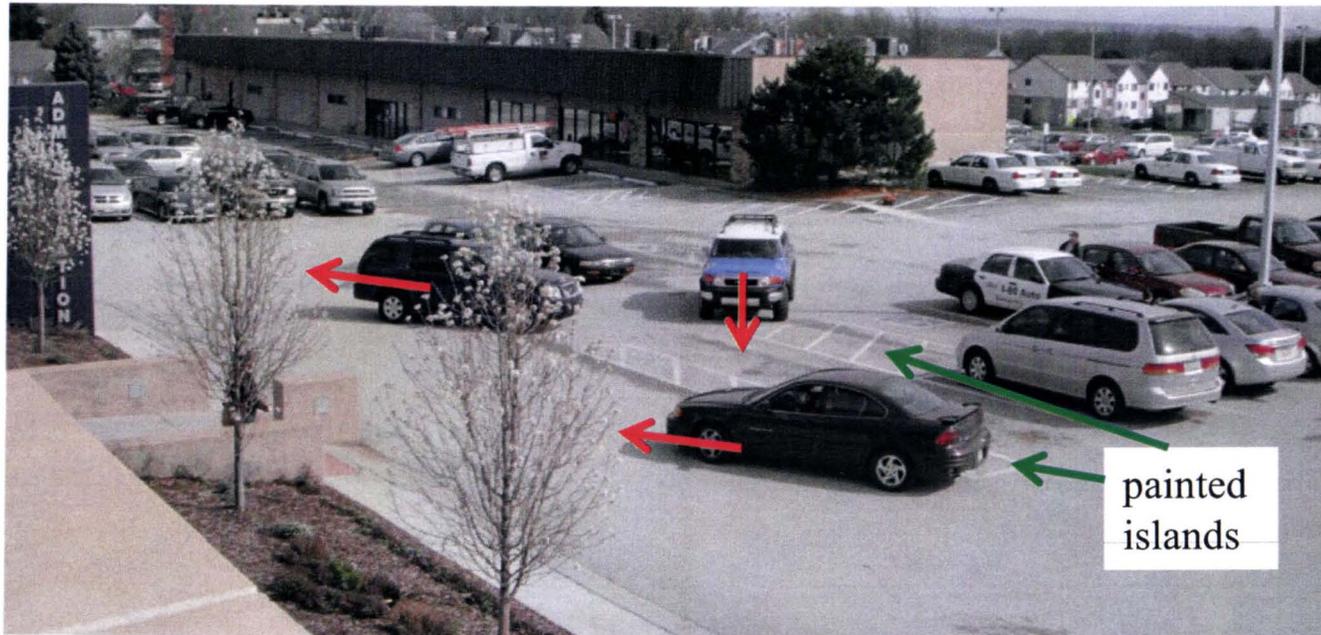
If you have questions or need additional information, please contact me at 593-4358.

Thank You,  
Ross Richards

**Entrance lacks a pedestrian path that is easily identifiable to pedestrians and vehicles, so pedestrians take various paths to cross a busy lane of vehicle traffic**



# Vehicles fail to adhere to the painted traffic control islands causing unpredictable and unsafe movements



**Various storm-water runoff issues in the lot**

