

**BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING AGREEMENT WITH FELSBURG HOLT & ULLEVIG  
FOR ENGINEERING SERVICES FOR PARKING LOT EXPANSION  
AT THE JUVENILE JUSTICE CENTER**

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 engineering services for the a parking lot expansion project incorporating storm water best management practices at the Juvenile Justice Center, as outlined in the agreement attached hereto as Exhibit A; and,

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

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 engineering services for the a parking lot expansion project incorporating storm water management best practices at the Juvenile Justice Center, 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 Agreement with Felsburg Holt & Ullevig, a copy of which is 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 21<sup>st</sup> day of August, 2012.



Sarpy County Board Chairman

Attest:

SEAL



  
County Clerk

# 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

August 21, 2012

MEMO

TO: Sarpy County Board of Commissioners

FROM: Scott Bovick, Deputy County Administrator

RE: Resolution to Approve agreement with Felsburg, Holt and Ullevig (FHU) for engineering services for parking lot expansion at the Juvenile Justice Center

Staff has developed a plan to install twenty (20) additional parking stalls at the Juvenile Justice Center (JJC) using pervious asphalt pavement. Staff requests the Board approve the attached agreement with Felsburg, Holt and Ullevig (FHU) to provide engineering services on the project.

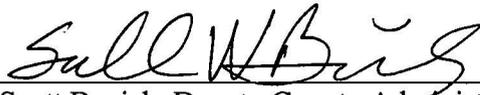
Each year, Sarpy County receives grant funds from the Nebraska Department of Environmental Quality to implement the County's stormwater management plan. Conducting demonstration projects utilizing stormwater best management practices is a primary way to use the funds. Over the last several years, the County has used the grant funding to:

1. Construct a rain garden on the south side of the Administration Addition
2. Construct a system that collects stormwater from the roof of the East Annex in a cistern which is then used to irrigate the lawn around the northeast parking lot
3. Install pervious concrete and rain gardens at the new Sheriff's Office Building
4. Develop Facility Runoff Control Plans for most County facilities
5. Map all of the County's stormwater outfall sewers

Attached is a map showing the location of the additional parking stalls at the JJC, along with a press release regarding a pervious/porous asphalt paving project recently completed by the City of Council Bluffs. You can also view a couple videos of porous asphalt at the following sites:

<http://www.youtube.com/watch?v=gXCcC4iH8IQ> and <http://www.youtube.com/watch?v=LVOUKHFvFi8&feature=related>

We expect to complete the project yet this fall in order to utilize the grant funds on hand that must be spent by November 30, 2012. Please feel free to contact me if you have any questions.

  
Scott Bovick, Deputy County Administrator

Cc: Deb Houghtaling, Mark Wayne, Brian Hanson, Lisa Haire, Pat Dowse, Ross Richards, Dick Shea



FELSBURG  
HOLT &  
ULLEVIG

*connecting and enhancing communities*

August 10, 2012

Mr. Scott Bovick  
Sarpy County  
1210 Golden Gate Drive  
Papillion, NE 68046

RE: Sarpy County Juvenile Justice Center Parking Lot Improvements Proposal

Dear Mr. Bovick:

Thank you for the opportunity to submit this proposal to develop final design plans for a parking lot expansion that will demonstrate the use of stormwater BMPs by using pervious asphalt pavement. The proposed project is at the Sarpy County Juvenile Justice Center in Papillion, Nebraska. The information used to prepare this proposal is based on discussions with you, our site visit and meeting held on July 31, 2012, and preliminary drawings you've provided that were produced by Sarpy County. On August 8, 2012 you informed me that the scope should only account for the construction of the northwest and northeast pavement sections and that public outreach should be limited. This letter proposal accounts for the direction provided.

#### Scope of Services

##### *Task 1) Final Design Plans*

Based on the preliminary layout provided, 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

Drainage calculations will be prepared to evaluate stormwater runoff and conveyance and adequately size stormwater BMP features.

Technical specifications will be prepared and FHU will coordinate with the County on incorporation of technical specifications into Contract Documents.

FHU will prepare bid items, quantities and engineer's estimate of probable costs for site work construction.

*Task 2) Construction Observation*

At the direction of Sarpy County, FHU has dedicated minimal time for construction observation. FHU has included time for three site visits during the construction phase for the purpose of observing the progress and evaluate general conformance with the plans. Site visits would occur at (1) a pre-construction meeting, (2) just before base course aggregate is placed and (3) during asphalt placement. Approximately 2 hours of time is budgeted to answer Contractor questions and provide plan interpretation during the course of construction. Contract administration is not part of this scope of services.

*Task 3) Public Outreach*

FHU will prepare stormwater education and outreach materials to illustrate and compare the three types of pervious pavement placed at Sarpy County facilities - pervious concrete at the Sheriff's Office, pervious pavers at the Administrative Building, and pervious asphalt at the Juvenile Justice Center. The County has invested in alternative stormwater management practices that can be utilized as a showcase for the general public that travels to any of the aforementioned buildings. 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 scope assumes that this work will be done in conjunction with work for the Sarpy County Administrative Building Parking Lot Improvements.

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:

- Sarpy County will provide topographic survey in AutoCAD 2011 compatible format for the general construction boundaries and will provide available records of existing site utilities and sewers.
- A geotechnical investigation has not been prepared for the project nor is one planned. We are assuming any unsuitable material encountered will be removed and replaced with suitable soil, manipulated for reuse on or off site so as to be suitable, or stabilized as conditions present themselves.
- Final design plans do not include a lighting plan though pole relocations will be shown on the plans. Sarpy County will need to contract with a qualified electrician for the relocations and possibly an electrical engineer.
- 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.
- We anticipate that the parking lot expansion will not exceed 5,000 square feet and that a Post-Construction Stormwater Management Plan submittal will not be needed.

- Bid and contract documents will be prepared by Sarpy County.
- 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 -3, listed above, are as follows:

Task 1: Final Design Plans	\$6,800.00
Task 2: Construction Observation	\$2,500.00
Task 3: Public Education	\$1,400.00
<u>TOTAL</u>	<u>\$10,700.00</u>

This amount would be established as a "not to exceed" limit beyond which no charges could be made without your prior approval. FHU will finalize plans in 2 to 3 weeks from receipt of the notice to proceed and release of available site information and topographic survey.

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*

Kyle A. Anderson, PE, PTOE  
Principal

*Rusty Holt*

Accepted By

*Chairman*

Title

*8/21/12*

Date

**Sarpy County Juvenile Justice Center Parking Lot Improvements**

**August 10, 2012**

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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:

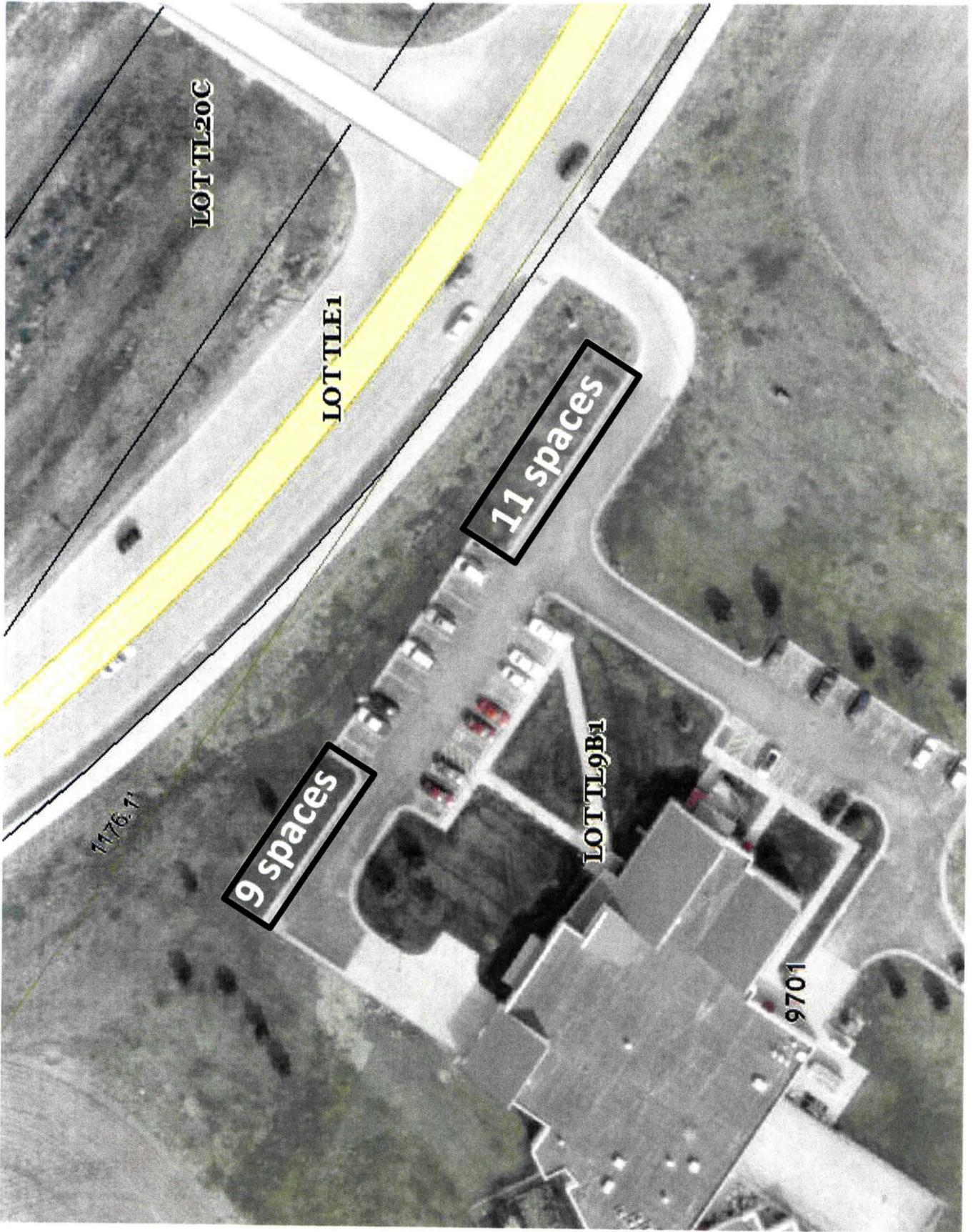
CLIENT: Rusty Hike

By: Rusty Hike

Title: Chairman

Date: 8/21/12





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9 spaces

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9701

1176.71

## POROUS ASPHALT STREET MAKES ITS DEBUT IN IOWA

October 22, 2009

The City of Council Bluffs, Iowa, FOX Engineering, Western Engineering, Inc. and the Asphalt Paving Association of Iowa (APAI) are proud to announce the completion of the first porous asphalt paving street in Iowa – it is the final stage of the first phase of the East Manawa Lake Project in Council Bluffs, a multi-year improvement project that will replace over four miles of streets in the environmentally sensitive Lake Manawa area. The project included moving utilities, new water main and services, new sanitary sewer and services, eighteen inches of drainable stone base, new curb and the six inches of porous asphalt roadway



***“We are extremely excited about the East Manawa project. The use of the porous asphalt pavement not only saved the people of Council Bluffs millions of dollars but it also recharges the water table of Lake Manawa, is environmentally sound, and has solved a long standing drainage problem there..”***

**Greg Reeder**  
**Council Bluffs Public Works Director**

The use of porous asphalt has been around since the 1970's, but the need to manage stormwater in an environmentally responsible manner has pushed the use of the permeable pavement to greater importance. Traditional hot-mix asphalt (HMA) is a combination of sand, stone and approximately five to six percent asphalt cement (a petroleum product). Porous asphalt is designed with less sand, more stone-on-stone contact and high-grade polymerized asphalt cement. The resulting design allows water to flow freely through the pavement into the stone base, which acts as a retention pond, through a fabric liner and down into the soil sub-grade, thereby recharging the ground water table. Porous asphalt design does require that sand is not used in the winter and the road needs to be vacuumed twice a year to remove deleterious materials tracked onto the roadway. In addition to the environmental advantages, a recently discovered benefit of the porous asphalt pavements is that they seem to melt snow and ice even faster than traditional asphalt roadways.



***“The use of a porous asphalt pavement was a benefit to this particular area on several fronts: this area is extremely flat and to place storm sewers would have increased the cost of this project by an additional \$4,000,000 for the 430 home area, moreover, by using the porous asphalt pavements we were able to recharge the water table while filtering the storm water through the asphalt roadway and stone base.”***

**Scott Renaud**  
**Project Manager, FOX Engineering**

“The use of porous asphalt is not new to the State of Iowa; however, the use as a residential street is very innovative,” said Bill Rosener, Executive Vice-President of the APAI. “to my knowledge there is only one existing porous asphalt subdivision in the United States (Oregon), and now the Council Bluffs East Manawa Lake project. This project lent itself to the use of porous asphalt initially based on cost but eventually the decision came down to respecting the environmental integrity of Lake Manawa. The design of this road will last the residents of this area for many decades to come.”

Published by Asphalt Paving Association of Iowa (APAI)  
Available at: <http://www.apai.net/lakemanawaporousasphaltroadway.aspx>

### 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:

1. The Vendor 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 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.
3. 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.

Approved by Vendor:

  
\_\_\_\_\_  
Title: Director of Human Resources

Approved by County:

 8/21/12  
\_\_\_\_\_  
Chairman  
Board of Commissioners