

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

**RESOLUTION AUTHORIZING ENGINEERING AGREEMENT WITH E & A
CONSULTING GROUP, INC. FOR PROFESSIONAL SERVICES**

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (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, general supervision and control of the public roads of each county is vested in the County Board by virtue of Neb. Rev. Stat. §39-1402 (Reissue 2007); and,

WHEREAS, Sarpy County desires to enter into an Engineering Agreement with the firm of E&A CONSULTING GROUP, INC. for professional engineering services in conjunction with the preliminary design and final design for 168th Street, from 800ft. south of Giles Road to 512ft. north of Giles Road and 520ft west of 168th Street on Giles Road, in Sarpy County as further detailed in the Exhibit A, Scope of Work document. Copies of the Engineering Agreement, along with all Exhibits are attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the this Board hereby approves and adopts the Engineering Agreement and associated documents with E&A CONSULTING GROUP, INC. for professional services in conjunction with the preliminary design and final design for 168th Street, from 800ft. south of Giles Road to 512ft. north of Giles Road and 520ft west of 168th Street on Giles Road, in Sarpy County.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk are hereby authorized to execute on behalf of this Board , the Engineering Agreement and associated documents with E&A CONSULTING GROUP, INC., 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 25th day of September, 2012.

Attest



Genee Lentman
County Clerk *Deputy*

J. [Signature]
Sarpy County Board Chairman - Vice

ENGINEERING AGREEMENT

SARPY COUNTY
PREPARATION OF ENGINEERING PLANS
FOR
SURVEY, PRELIMINARY AND FINAL ROADWAY DESIGN, RIGHT OF WAY DESIGN
OF
168TH STREET FROM 800 FEET SOUTH OF GILES ROAD TO 512 FEET NORTH OF GILES ROAD
AND THE WEST LEG OF GILES ROAD FROM 168TH STREET WEST 520 FEET

THIS AGREEMENT, made and entered into this 11 day of SEP, 2012, by and between the firm of E&A Consulting Group, Inc., a corporation of the State of Nebraska, with offices at 330 N. 117th Street, Omaha, Nebraska, 68154 and hereinafter referred to as the "Consultant," and the County of Sarpy, Nebraska, acting by its Engineer, hereinafter, referred to as the "County".

WITNESSETH:

WHEREAS, the County desires to engage the Consultant to render professional engineering services as hereinafter set forth for the necessary engineering services as required for the preparation of preliminary and final plans and studies for the project listed above, and

WHEREAS, the Consultant is willing to perform such engineering work in accordance with the terms hereinafter provided and does represent that he is in compliance with the Nebraska Statutes relating to the registration of Professional Engineers, and

NOW, THEREFORE, in consideration of these facts, the parties hereto agree as follows:

I. DEFINITIONS

Wherever in this agreement the following terms are used, or pronouns used in their stead, they shall have the meaning here given:

The "EFFECTIVE DATE" of this agreement shall mean the date mentioned in the first paragraph of this document.

"CONSULTANT" or "CONTRACTOR" shall mean E&A Consulting Group, Inc. whose business and mailing address is 330 N. 117th Street, Omaha, Nebraska 68154.

"COUNTY" shall mean the County of Sarpy, Nebraska, and the Engineer of the County of Sarpy or his authorized representative.

To "ABANDON" the work shall mean that a determination has been made by the County that conditions or intentions as originally existed have changed and that the work as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the work shall mean that it has been determined by the County that conditions or intentions as originally existed have changed and that the work as contemplated herein should be ceased on a temporary basis. This cessation or holding in this undetermined state will prevail until such time as a determination can be made to abandon the work or to reinstate under the conditions as defined in this agreement.

To "TERMINATE" or the "TERMINATION" of this contract shall be the cessation or quitting of this contract based upon action or failure of action on the part of the Consultant as defined herein and as determined by the County.

II. GENERAL DESCRIPTION OF SCOPE AND CONTROL WORK

The Consultant shall, upon receipt of the Notice to Proceed from the County, perform all the services required under this agreement for the project described above and as outlined in the attached Exhibit "A", Schedule of Services, hereby made a part of this agreement.

III. TIME OF BEGINNING AND COMPLETION

The Consultant shall begin work on the project upon receipt of written "Notice to Proceed" from the County. The work on the project shall be completed within 60 days after receipt of the written Notice to Proceed. The time for completion of the work shall be equitably adjusted for delays not the fault of Consultant.

The County shall have 14 calendar days for review of plan documents.

Delays grossly affecting the completion of the work within the time specified for completion attributable to or caused by the Consultant or the County shall be considered as cause for termination of this agreement by the other.

It is hereby mutually agreed that the County has continuing rights to work progress inspections and any and all additions, deletions, changes, elaborations or modifications of the services to be performed under the terms of this agreement which may from time to time be determined by the County as desirable or preferable, shall be controlling and governing.

IV. ABANDONMENT, CHANGE OF PLAN, SUSPENSION AND TERMINATION

The County shall have the absolute right to abandon the project or to change the general scope of work as defined in Section II, at any time. Such action on its part shall in no event be deemed a breach of contract.

The right is reserved by the County to suspend this agreement at any time or to terminate for just cause. Such suspension or termination may be effected by giving the Consultant fifteen (15) days written notice. Should the project be suspended for thirty (30) days or more, Consultant's Fee and time for completion shall be equitably increased.

If the County abandons the work or subtracts from the work as presently outlined, the Consultant shall be compensated on the basis of the percentage completion ratio of the net fee shown in Exhibit "B" plus actual costs as defined in Section VI. In determining the percentage of work completed, the County shall consider the work performed by the Consultant to the total amount of work contemplated by this agreement.

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and study activities and shall make such materials available at his office at all reasonable times during the contract period and for three (3) years from the date of final payment under this Agreement; such records to be available for inspection by the County and copies thereof shall be furnished by the Consultant, if required.

Additions to the scope of work as defined in Exhibit "A" will require negotiation of a supplemental agreement or agreements. For any work beyond the scope of services outlined by Exhibit "A", the Consultant will be required to document the additional work, estimate the cost to complete said work and obtain written approval from the County before such work begins.

V. OWNERSHIP OF ENGINEERING DOCUMENTS

All tracings, plans, maps, computations, sketches, charts and other data prepared or obtained under the terms of this Agreement shall be delivered to and shall become the property of the County without restriction or limitation as to its further use.

VI. FEES AND PAYMENTS

In consideration of the performance of the Engineering Services described in this Agreement, the Consultant shall be paid cost, plus a fixed fee for profit not to exceed \$39,741.62. The fee will consist of a compilation of estimated non-salary cost, indirect non-salary cost and direct salary payroll additives, as provided in Exhibit "B", attached.

Direct salary costs are defined as direct salaries paid to principals, engineers, technicians, draftsmen and other personnel directly assigned by the Consultant to this project.

Indirect salary costs are defined as actual wages paid to all employees, clerical and stenographic, administrative and supervisory of the Consultant for work not directly chargeable to individual contracts.

Direct non-salary costs include, but are not limited, to those costs incurred by the Consultant for travel, subsistence, supplies, reproductions, photography, printing, computer charges, subcontractors, special equipment and materials required for this project and such other similar items.

Indirect non-salary costs are all non-salary costs of the Consultant's business operations, which are not directly chargeable to individual contracts.

The direct salary payroll additives are related costs which are paid by the Consultant such as Social Security and unemployment taxes, wages paid for vacations and holiday, wages paid for sick, military, jury and other authorized leave, group insurance, pension and so forth.

For the purposes of calculating the general and administrative overhead cost under this Contract. The sum of the indirect additives shall be 1.50 times the direct salary costs, an amount of \$21,101.75.

For the purposes of calculating the fixed fee for profit, 13 percent of the general and administrative overhead cost, plus the direct salary cost shall be added, an amount of \$4,572.04.

The Consultant shall submit monthly invoices, which shall be based on the percentage of work completed during the calendar month. The monthly payments shall be based upon the satisfactory prosecution of the work and shall be substantiated by monthly progress reports. The Consultant shall submit a final voucher for the project no later than 30 days after the close of the Consultant's fiscal year during which the project is completed.

The acceptance by the Consultant of the final payment shall constitute and operate as a release to the County for all claims and any liability to the Consultant, his representatives and assigns for any and all things done, furnished or relating to the services rendered by the Consultant under or in connection with this Agreement or any part thereof.

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and study activities and shall make such materials available at his office at all reasonable times during the contract period and for three (3) years from the date of final payment under this Agreement; such records to be available for inspection by the County and copies thereof shall be furnished by the Consultant, if required.

The Consultant shall be responsible to determine when his actual costs shall exceed the anticipated costs for any work activity. In such event, the Consultant must immediately notify the County in writing.

The Consultant shall also be responsible to determine when a change in the work scope necessitates an increase in the fee. When the Consultant determines that an increase is in order, he will be required to estimate the additional costs necessary to complete the additional work, document the reasons for this increase and receive prior approval from the County in writing before expenditures beyond the contract maximum. The County shall not be obligated to reimburse the Consultant for costs, which have not been approved in excess of the contract maximum.

VII. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that he has not employed or retained any company or person, other than bona fide employees working for the Consultant, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to deduct from the Agreement price or consideration, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

VIII. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the County from all Claims and Liability due to the negligent activities of himself, his agents or his employees. In this connection, the Consultant will carry insurance in the following kinds and amounts.

1. Comprehensive Auto Liability: \$1,000,000 Combined single limit for each accident
2. Comprehensive General Liability: \$1,000,000 for each occurrence. If the coverage contains a general aggregate, the limit is a minimum of \$2,000,000; and the products/completed operations limit is a minimum of \$2,000,000 as well.
3. Workers Compensation and Employers Liability: the minimum coverage limits under the statute for Coverage A – Workers compensation; and \$500,000 each accident for Coverage B, Employers Liability.
4. Professional Liability: Total limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage per year.

The insurance specified above shall be maintained until the Consultant's work has been completed and accepted by the County. The Consultant shall furnish proof of insurance coverage, if requested by the County.

IX. NON-RAIDING CLAUSE

The Consultant shall not engage the services of any personnel or persons presently in the employ of the County for work covered by this Agreement without the written consent of the employer of such persons.

X. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all Federal, State and Local laws and ordinances applicable to the work.

XI. PROFESSIONAL REGISTRATION AND SUBCONTRACTS

The Consultant hereby agrees to comply with all Federal, State and Local laws and ordinances applicable to the work.

The Consultant hereby agrees to affix the seal of a registered professional engineer licensed to practice in the State of Nebraska on all reports and plans prepared hereunder except for those plans designed by the County.

The Consultant agrees to provide these professional services using staff personnel with specialized skills, experience, and professional qualifications. Any work subcontracted other than that specifically provided by this Agreement shall first have the written approval of the County.

XII. ORGANIZATION CHART

The Consultant shall furnish an organization chart of all key personnel who will be involved in this project as outlined in this Agreement. Any deviations or revisions in personnel as shown in the project organization chart shall be subject to the prior approval of the County. All personnel revisions or replacements shall be made with people of equal ability and experience, in the opinion of the County, and failure of the Consultant to provide capable replacements to the satisfaction of the County shall be basis for termination of the Contract and the method of Contract settlement shall be as outlined in Section IV. The project organization chart is as shown in Exhibit "C" hereto, and made a part of this Agreement.

XIII. ARBITRATION

Any disputes between the County and the Consultant not disposed of by this Agreement between the parties may be settled by arbitration as provided by Section 25-2103 through 25-2120, Nebraska Reissue, Revised Statutes of 1943.

XIV. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the provisions of the Nebraska Fair Employment Act of 1965, R.R.S. 1943, 48-1101 through 48-1125.

XV. SUCCESSORS AND ASSIGNS

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

XVI. SUBLETTING, ASSIGNMENT OR TRANSFER

Subletting, assignment or transfer of all or part of the interest of the consultant is hereby prohibited unless prior written consent of the other parties is obtained therefor

XVII. NONDISCRIMINATION

The Consultant shall not, in the performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age, disability or political or religious opinions or affiliations in violation of federal or state or local ordinances.

XVIII. CONTRACT

The work will begin within one week of the notice to proceed.

XIX. UNEMPLOYMENT COMPENSATION FUND PAYMENTS

Before final payment is made by the County to the Consultant of the final three percent (3%) due hereunder, the Consultant shall furnish the County a written clearance from the Commissioner of Labor of the State of Nebraska certifying that all payments due of contributions or interest which may have arisen under this contract have been paid by the Consultant, or its subcontractor to the Unemployment Compensation Fund of the State of Nebraska.

XX. COUNTY SUPERVISION

It is hereby mutually agreed that the County shall have responsible supervision of all the services included herein, but no employee of the Consultant or any of its subcontractors or of persons working under the Consultant's direction is or shall be deemed to be an employee of the County. The Consultant shall at all times have or cause to have in force Workers Compensation insurance covering all its employees and those of any subcontractor and those of anyone under its direction and control.

XXI. PAYMENT FOR SERVICES, MATERIAL AND EQUIPMENT

The Consultant agrees to pay all persons, firms or corporations, having contracts directly with the Consultant or with subcontractors of Consultant, all just claims due them for the payment of services, material and equipment furnished, and for the payment of material and equipment rental which is actually used or rented in the performance of this contract.

XXII. ASSESSMENT FOR TAXATION

Consultant shall comply with, and shall cause to be complied with Section 77-1323, Reissue Revised Statutes of Nebraska, 1943, as amended and shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the County where assessed. During the performance under this contract, additional such statements shall be furnished by the Consultant as may be required by such law or as may be required by the County or its authorized agent.

XXIII. AMENDMENTS OR ADDITIONS

No amendments or additions shall be made to this Agreement except in writing. Future agreements between the parties must likewise be in writing.

XXIV. FINANCIAL INTEREST

No elected official or any officer or employee of the County shall have a financial interest, direct or indirect, in any County contract. A violation by the Consultant in this regard shall, in addition to constituting employee malfeasance, shall be cause for the County to unilaterally terminate or void this Agreement.

XXV. CONTRACT PHASES

The Consultant agrees, pursuant to this Contract, to perform the work as identified in Exhibit "A", hereby made a part of this agreement. The County reserves the right to enter into a Supplemental Agreement with the Consultant. Said Supplemental Agreement shall cover the services required of the Consultant in performing Construction Observation and Project Management Services, for a fee to be negotiated at a later date.

XXVI. VERIFICATION CLAUSE

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.

IN WITNESS WHEREOF, the parties hereto have caused presents to be executed by their proper officials thereunto duly authorized as to the dates below indicated.

EXECUTED by the Consultant this 11th day of Sept., 2012.

ATTEST:

[Signature]
R. TAYLOR

BY [Signature]
Officer/President

EXECUTED by the County this 25th day of September, 2012.

ATTEST:



[Signature]

BY [Signature]
County of Sarpy Vice-Chairman

Approved as to form:

[Signature]
County Attorney

**SCOPE OF WORK
EXHIBIT A**

**SCHEDULE OF SERVICES
FOR
SURVEY, PRELIMINARY AND FINAL ROADWAY DESIGN, RIGHT OF WAY DESIGN
OF
168TH STREET FROM 800 FEET SOUTH OF GILES ROAD TO 512 FEET NORTH OF GILES
ROAD AND THE WEST LEG OF GILES ROAD FROM 168TH STREET WEST 520 FEET**

PROJECT DESCRIPTION

This schedule provides for survey, preliminary and final roadway design services as well as the right of way design for the improvement of 168th Street from 800 feet south of Giles Road to 512 feet north of Giles Road and the West leg of Giles Road from 168th Street West 520 feet. The project begins 800 feet south of Giles Roads and extends north to approximately 512 feet North of the Giles Road intersection. It also includes the improvement of Giles Road approximately 520 feet West of 168th Street.

ROADWAY DESIGN

The design work includes the design for an additional lane of traffic added to the existing two lane rural sectioned roadway, and will include a new overlay surfacing to provide for three (3) lanes. This will include one through lane in each direction with a center turn lane. The surfacing will be 9 inch asphaltic concrete. The scope of work includes the design of the vertical and horizontal alignment, earthwork, drainage structures, and other associated design tasks. It also includes the paving of Giles Road west of 168th Street to provide for an eastbound left turn lane. The project also includes the design of a traffic signal for the 168th Street and Giles Road intersection.

RIGHT OF WAY DESIGN

It is anticipated that the proposed improvements can be done within the exiting right-of-way, but if needed the right of way design work will include developing right of way plans to include writing legal descriptions, calculating the areas of taking and other tasks associated with the right of way design, to exclude appraisal and acquisition of right of way.

SURVEY

The survey activities include the topographical features, cross sections and locating the land corners needed for the right of way design.

ROADWAY DESIGN

A. COUNTY TO PROVIDE OR COMPLETE:

1. Special provisions required by the County
2. Special or standard plans required by the County

B. APPLICABLE PUBLICATIONS

The Consultant shall follow the criteria of the current applicable publications of the American Association of State Highway and Transportation Officials and other design criteria furnished by the County. These publications and others, which the Consultant shall use in this work, are:

1. Roadside Design Guide, AASHTO, 4TH Edition

2. A Policy on Geometric Design of Highways and Streets, AASHTO, 6th Edition
3. State of Nebraska Minimum Design Standards, Board of Public Roads Classifications and Standards. 2008 Edition
4. State of Nebraska, 2006 Roadway Design Manual
5. Highway Capacity Manual-Transportation Research Board Special Report 209, 3rd Edition
6. State of Nebraska Department of Roads, Standard Specifications for Highway Construction, 2007 Edition
7. NDOR Policy for Accommodating Utilities on State Highway Rights of Way, 2001 Edition
8. The Nebraska Department of Roads Standard items listing - Average Unit Price summaries (latest editions).

*If discrepancies occur between these publications, the Consultant will ask for an interpretation from the County , or their representative.

C. PROJECT PLANS FORMAT, CONVENTIONAL AND CADD

1. The Consultant shall prepare plan and profile plan sheets on a scale of 1" to 100' horizontally and 1" to 10' vertically and "2L" (enlarged detail) sheets on a scale of. 1" to 50' horizontally and 1" to 10' vertically
2. All full-sized plan sheets shall be 24 inches by 36 inches and have ½ inch margin on all sides except the margin on the left side (binding edge) will measure 2 inch. The border will measure 23 by 33 ½ inches.
3. All plots submitted to the County by the Consultant must be on material equivalent to white bond. Any material, which does not produce an acceptable reproduction, will be returned to the Consultant for rectification.
4. The Consultant may follow the State's CADD drafting procedures and guidelines in preparing the project plans.
 - a. Sheets may be set up according to the State's procedures
 - b. File names may follow the State's CADD naming convention
 - c. Line weights, line styles, text size and leveling may follow the State's guidelines
5. The CADD files must also conform to the following standards and conventions:
 - a. Working units must be:
 1. Master Units = Ft.
 2. Sub Units = 1000 TH
 3. Position Units = 4
 - b. Global origin of the graphics design plane must be located at the lower left corner.

D CROSS-SECTIONS

The Consultant shall:

1. Plot all cross-sections. This includes labeling stations in the center of the sheet, labeling existing and design centerline elevations at centerline and labeling offset distances every ten feet at the bottom of each sheet.
2. Plot cross-sections on standard sized sheets (same size as project plan sheets).
3. Stamp or plot in the upper right corner of each sheet the horizontal and vertical scale. Plot the roadway cross-sections at the scale of 1" = 5' V and 1" = 10' H.
4. Plot cross-sections with stations progressing upward from the bottom to the top of the sheet.
5. Plot the cross-sections so that there is room for the improvement cross-section. Do not overlap cross-sections.
6. Cut cross-sections at 100-foot intervals.
7. Plot a cross-section in each location when there may be a drainage structure needed.
8. Plot drainage structure cross-sections and keep them separate from roadway cross-sections.

9. Plot roadway drainage structure cross-sections at the scale of 1" = 5' V and H.
10. Plot computer roadway cross-sections in the following manner:
 - a. Plot original ground with a dashed line
 - b. Plot design template with a solid line

E. DATA TRANSFER

1. The Consultant shall transfer all GRAPHIC files to the County in AutoCAD FORMAT on a CD.

UPON NOTICE TO PROCEED, THE CONSULTANT SHALL PROVIDE ALL OF THE SERVICES AS OUTLINED IN THIS SCHEDULE

F. FIELD INSPECTIONS AND MEETINGS

1. The Consultant shall arrange field inspections as follows:

Type	Date/Time
Consultant only, as needed	
Optional field inspection with the County	
Plan in Hand Inspection	_____
2. The Consultant shall arrange meetings as follows:

Type	Date/Time	Location
Progress (1)		County offices

Within ten working days after the close of the meeting and/or field trip, the Consultant shall prepare and submit to the County a report summarizing the decisions reached.

G. LIMITS OF CONSTRUCTION (L.O.C.) ROADWAY DESIGN

1. In general, the Consultant shall provide Limits of Construction (L.O.C.) plans with the following information:
 - a. Horizontal alignment
 - b. Vertical alignment
 - c. Drainage structures (including drainage area, flow rate, and headwater)
 - d. Earthwork
 - e. Special plans
 - f. Pavement geometrics
 - g. Limits of construction with offsets from design centerline. (L.O.C.'s must appear on all submittals, except the 100% plans submittal)
 - h. Temporary limits of construction with offsets from centerline
 - i. Grades and surfacing elevations and paving joints
 - j. Accesses to the Roadway
 - k. Ditches (includes special ditches)
 - l. Build and removal notes
 - m. Driveway culverts
 - n. Quantities (summary form)
2. The Consultant shall reference all geometrics to the design centerline.
3. The Consultant shall notify the County of any special designs and special provisions that are needed.
4. The Consultant shall label the plans "Preliminary, Subject to change" until the Registered Engineer's seal and signature is added.

5. The Consultant shall prepare quantity estimates, including computation sheets, for all construction and removal items on the plans and submit them to the County as follows:

Cost Update 1	After Preliminary Design
Cost Update 2	After the Plan-in-Hand
Cost Update 3	With L.O.C. Plans
Cost Update 4	With Final Plans

H. UTILITIES

1. The Consultant shall analyze the utility constraints and be available to discuss the design of the project (including drainage structures with affected utilities and shall attempt to eliminate or minimize conflict with utilities).
2. The Consultant shall submit the plans and a Micro Station computer disk in the version currently used by the utility for their review. The affected utility in turn will submit their rehabilitation plans and estimates back to the Consultant.

I. OPTIONAL FIELD INSPECTION

1. The Consultant shall prepare design plans to include all construction items, roadway cross-sections, 2-A Sheets, construction notes, limits of construction, drainage design, etc. and submit them to the County for review two weeks prior to the field inspection.
2. The Consultant shall schedule and attend the field inspection with the County.

The Consultant shall after the field review, complete the L.O.C. plans according to the decisions made at the review.

J. Limits of Construction Plans

1. The Consultant shall submit to the County by the scheduled date, prior to the Preliminary Limits of Construction (L.O.C.) plans meeting, one set of preliminary L.O.C. plan quantities and CADD files on CD. The plans will include:
 - a. Typical Sheets
 - b. General Information Sheets (earthwork summary, erosion control)
 - c. Plan and Profile sheets, construction and removal
 - d. Geometrics, Joints and Grade Sheets
 - e. Roadway cross-sections
 - f. Drainage structure cross-sections
2. By the scheduled date after the L.O.C. plans meeting, the Consultant shall submit to the County one set of full sized plans with all the corrections and/or changes from the L.O.C. plans meeting plus the original marked up plans.

K. COMPLETED FINAL DESIGN PLANS

1. In addition to the L.O.C. design to be completed in Section I and changes thereto, the Consultant shall also provide Roadway design services for:
 - a. Quantities, including all required computation sheets and horse-blankets
 - b. Earthwork summary plan sheets
 - c. The completed final plans to be submitted by the Consultant shall include items 1(a) through 1(n) as noted in Section G

The Consultant shall stamp, sign, and date all plans. The stamping of plan sheets will exclude the roadway cross-sections. Culvert cross-sections must be stamped. The seal of the Consultant should be from a

rubber-stamped facsimile or CADD generated that is then signed and dated by the engineer registered in Nebraska.

L. THE CONSULTANT SHALL PREPARE OR FURNISH

1. Make formal distribution of plans to utilities and request rehabilitation plans and estimates from utilities
2. Prepare the title sheet
3. Prepare summary of quantities sheets
4. Prepare cost estimates

RIGHT OF WAY DESIGN

TITLE RESEARCH

1. The Consultant shall research the property ownership.

RIGHT OF WAY DESIGN PLANS

1. The Consultant shall develop a plan sheet with the limits of construction of the proposed improvement. The plans will show the existing ownerships at the time the agreement was entered into.
2. The Consultant shall design the new right of way according to these general guidelines:
 - (a) Approximately 15 feet behind the L.O.C in the rural areas
 - (b) Approximately 10 feet behind the curb or to the hinge point in the urban areas, with permanent easement (P.E.) and or temporary easements (T.E.) considered beyond the 10 feet distance
 - (c) Design right of way stations breaks to the nearest +01 station and offset the nearest foot
 - (d) The maximum width of new right of way shall be 50 foot
 - (e) As a general rule, permanent easement will be acquired in fill areas and temporary easement in cut areas
 - (f) Easements will not be acquired to construct driveways or make improvements to personal property beyond the 50-foot. Access to the property will be by Right of Entry granted by the property owner
 - (g) New right of way offsets must be designed as described above
3. After the preliminary Right of Way (R.O.W.) design is done, the Consultant shall provide preliminary Right of Way plans to the County. Plans must show the alignment, topography, previous right of way ownerships, overhead and underground utilities, limits of new construction and the preliminary right of way design. The County will arrange a meeting to review the right of way design. The Consultant will attend this meeting.

After the review meeting, the Consultant shall:

- (a) Make all the necessary revisions, corrections, etc. and submit one set of reproducible plans to the County. All areas must be patterned (previous R.O.W., new R.O.W., P.E., T.E. etc.).
 - (b) Provide an updated reproducible situation map with the tract numbers added.
 - (c) Provide the County, with an estimate of the areas of new R.O.W., P.E., and T.E. (planimeter accuracy is acceptable).
4. The Consultant shall compute and record the area computation for:

- (a) New right of way
 - (b) Temporary easements
 - (c) Permanent easements
 - (d) Wetlands
 - (e) Note: Compute urban areas in square feet and rural areas in acres calculate to the nearest 0.01.
5. The Consultant shall prepare legal description (Bearings and Distances) for all R.O.W. taking, controlled access, and permanent easements. The Consultant shall prepare legal descriptions for temporary easements if the tract goes to Condemnation. The legal descriptions must be written using English units. The areas compiled must be shown in either square feet or acres. The Consultant shall provide the description to the County in ASCII format on 3½ computer diskettes.
 6. The Consultant shall place all R.O.W. break points on the plans by station and offset distance from the design centerline. This must include any intersection points of new R.O.W. and the existing public R.O.W. section lines, ¼ section lines, property lines, and new R.O.W. break points. Computed stations and offsets must be to the nearest .01 foot.
 7. The Consultant shall put metes and bounds on the plans that correspond to the written legal description using English units. The metes and bounds must be large enough so that they are legible when reduced to ½ size plans. All patterning, topography, concrete lines, etc. should be “clipped out” around metes and bounds so they are legible when reduced to ½ size plans.
 8. The Consultant shall prepare a Summary of Areas sheet; identified as the No. 2 sheet. The No. 2 sheet must display areas in English units.
 9. The Consultant shall submit one set of paper plots and legal descriptions for review before the reproducible submittal, allowing two weeks for review by the County.
 10. The pre-negotiation right of way plan submittal must include the following:
 - (a) One set of reproducible right of way plans that show metes and bounds. All areas must be patterned (previous R.O.W., new R.O.W., P.E., T.E.).
 - (b) The legal descriptions of the new right of way taking.
 6. The Consultant shall make right of way design alterations as required by the County during the right of way appraisal. The revisions to the plans must be made within ten working days after the County request the revision.

FINAL RIGHT OF WAY PLANS

1. Preparation of the final right of way plans occurs after the right of way appraisals are complete.
2. The Consultant shall prepare and submit the reproducible right of way plans to the County within ten working days after notification the appraisal process is complete.
3. The Consultant shall make right of way design alterations as required by the County during the right of way negotiations. A revision to the plans must be made within ten working days after the County has requested the revision.
4. The Consultant shall prepare the Right of Way condemnation plats including legal description as requested by the County within ten working days of the request.
5. After the new right of way is purchased and all deeds are filed and returned to the County, the Consultant shall submit to the County one set of reproducible final right of way plans with metes and bounds.
6. If the contracted hours for R.O.W. revisions are exceeded, the contract will be supplemented to complete the work of revising the plans and preparing the condemnation plats.
7. The Consultant shall transfer all GRAPHIC files to the County in Micro Station Format on a CD.

SURVEY

The Consultant shall furnish all labor and materials necessary to provide the following photogrammetric and ground survey:

1. The consultant shall perform complete preliminary survey work, including running in the project alignment and tying of all necessary section and quarter section land monuments to the project survey centerline, and do the profiling, cross-sectioning and topography.
2. The stationing will begin on the south end of the project and increase as it moves north.
3. The Consultant shall reference the survey to the United States Coast and Geodetic Survey Elevation Datum.
4. The Consultant shall tie the project centerline to land monuments located or established by the County.
5. The Consultant shall establish and tie the centerline monuments to at least three permanent topographic features by point to point measurement for use in later relocating the monuments. In the event permanent topographic features are not available within 100 feet, the Consultant shall use appropriately marked stakes.
6. The Consultant shall set control points or centerline monuments to be visible directly from one control point to the next control point with necessary centerline station in between control points.
7. The consultant shall run bench levels by direct leveling methods (no "side shots" are permitted). (Three wire required).
8. The Consultant shall assure that the levels close within an allowable error of 0.010 feet times the square root of the length of level loop in 3280 feet.
9. The consultant shall record by station and appropriate plus by distance measured to the centerline to the nearest 0.1 foot dimensions the topographic features within 100 feet each side of centerline, both natural and manmade and both above and below ground utilities. The consultant shall record other topographic features beyond feet from centerline, which in the judgment of the consultant are necessary to properly show the effect of the proposed work upon the adjoining property and or improvements.
10. The Consultant shall take cross-sections at 100-foot stations as well as at 25-foot intervals and at such additional plusses as may be necessary.
11. The consultant shall take cross-sections as necessary for the proposed improvement on each side of the roadway centerline (minimum of 100 foot each side) or as may be necessary to accurately depict the lay of the land, to analyze the drainage requirements and to compute the earthwork quantities.
12. The Consultant shall include in the cross section, elevation of curbs, drives, sidewalks, retaining walls, foundations, steps and building entrances.
13. The Consultant shall take sufficient cross-section at the intersecting roads to accommodate any grade changes or drainage problems.
14. The Consultant shall take a cross-section at each edge of driveway or field entrance and at the centerline and take a cross-section both right and left of the project centerline if it will affect the earthwork for the project. If the earthwork will not be affected, the Consultant only needs to take one cross-section at the centerline of the driveway field entrance and specifically mark or circle these sections as driveway or field entrances in the notes if they do not affect the earthwork.
15. The Consultant shall gather sufficient survey data necessary to determine contributing drainage areas including any existing drainage structures.

RIGHT OF WAY SURVEY

1. The Consultant shall provide the complete right of way survey which must include the locating and or establishing of land corners, lot corners, and establish coincidence of these corners with the project centerline alignment.
2. The Consultant shall make sure the survey notes and accuracy are done according to professional land surveying practices, and must include sufficient data to compute and draft accurate metes and bounds descriptions of right of way and easement takings for deeds and eminent domain proceedings, if necessary.
3. In urban areas, the Consultant shall locate and or establish block corners or street monuments sufficient to determine existing right of way limits of the street, and to determine existing right of way limits and direction of intersecting streets. The Consultant shall include the description of each corner, or monument to project centerline in the survey notes and establish witnesses as necessary under good land survey practices.
4. The Consultant shall qualify discrepancies or deviations from the existing plat data.
5. The Consultant shall tie the necessary land monuments (section and quarter section line monuments) to the survey base line by station, plus and distance right or left to the nearest one-hundredth (0.01) foot.

SURVEY
 168TH STREET IMPROVEMENT
 SARPY CO. NO.
 E&A P2012.199.001

EXHIBIT "B"
 PAGE 1

	DESCR. OF WORK ITEM	PM	RLS	ET4	ET3	ET2	3M SURV CREW	TOTAL
1	Project Management	15						
2	Research Ownerships		2		0		0	2
3	Recover Monuments & Pins, Ties, Traversing		2		2		4	8
4	Bench Circuits (3 wire)		2		2		3	7
5	Set Centerline Monuments, Ties		2		2		2	6
6	Topo & Drafting		2		10		20	32
7	Utilities Locate & Extra Shots Outside Area		2		2		5	9
8	Pop Manhole & Draw		0		0		2	2
9	Section, Property Corners tied to C/L in Notes		2		2		2	6
10	ROW Comps, Legal Descriptions		1		2		0	3
11	Supply Copies of Field Notes, DTM, ASCII, etc.		1		2		2	5
								80
	TOTAL	15	16		24		40	95

	DESCR. OF WORK ITEM	PM	SE	E	ET3	RLS	
	MEETINGS & SUBMITTALS						
1	Project Management	10					
2	Client Kickoff Meeting	0	2	0			2
3	Initial Util. Mtg. & Subm.		5	0			5
4	Functional Plan Submittal		2	0			2
5	Plan-in-Hand Inspection		4	0			4
6	Plan-in-Hand Report		4	0			4
7	Secondary Util. Subm.		2	0			2
8	Optional Field Inspection		2	0			2
9	Progress Meeting		4	0			4
10	90% Plan Submittal		2	0			2
11	Final Plan Submittal		2	0			2
12	Final Utility Submittal		2	0			2
13	Status of Utilities Report		3	0			3
14	Functional Cost Estimate		3	0			3
15	Final Cost Estimate						0
		10	37	0	0	0	47

	ROADWAY DESIGN	PM	SE	E	ET3	RLS	
16	Project Management	15					
17	Typical Sections -		4	5			9
18	Horiz. & Vert. Design		5	5			10
19	Phasing & Barr. -		4	5			9
20	Earthwork Summary -		8	8			16
21	Plan & Profile -		8	9			17
22	Paving, Removals & Geom. -		8	8			16
23	Drainage & Eros. Contr. -		8	9			17
24	Joint Details & Spot Elev. -		5	9			14
25	Striping & Signage Plan -		8	9			17
26	Storm Sewer Profiles -		8	8			16
27	ROW Strip Maps -		4	9			13
28	Roadway X-Sections,		8	9			17
29	Storm Sewer Design Calcs		8	8			16
30	Earthwork Calcs		8	5			13
31	Orig. Set of Quantities			5			5
32	2nd Set of Quantities			5			5
33	NPDES Permit		6				6
34	Special Provisions		8				8
	Sub Total	15	108	116	0		239
	Total	25	145	116	0		286

FEE SUMMARY
ROADWAY DESIGN
168TH STREET
SARPY CO. NO.
E&A P2012.199.001

EXHIBIT "B"
PAGE 3

SURVEYING			
GRADE LEVEL	HOURS	RATE	AMOUNT
Project Mgr.	15	\$55.97	\$839.55
Engr. Tech.	24	\$24.50	\$588.00
Reg. L.S.	16	\$32.00	\$512.00
2-Man Crew	40	\$45.31	\$1,812.40
TOTAL	95		\$3,751.95
General & Admin. O.H.	1.5		\$5,627.93
Gen. & Adm. O.H. + Labor Cost			\$9,379.88
Fixed Fee for Profit	0.13		\$1,219.38
Total Fee - Surveying			<u>\$10,599.26</u>
ROADWAY DESIGN			
GRADE LEVEL	HOURS	RATE	AMOUNT
Project Mgr.	25	\$55.97	\$1,399.25
Sr. Engineer	145	\$40.95	\$5,937.75
Design Engineer	116	\$25.68	\$2,978.88
TOTAL	286		\$10,315.88
General & Admin. O.H.	1.5		\$15,473.82
Gen. & Adm. O.H. + Labor Cost			\$25,789.70
Fixed Fee for Profit	0.13		\$3,352.66
Total Fee-Final Roadway Design			<u>\$29,142.36</u>
		TOTAL PROJECT FEES	<u>\$39,741.62</u>

**ORGANIZATIONAL CHART
EXHIBIT C**

Jeff Elliot, PE
Project Manager

ROADWAY DESIGN

Kyle Vohl, PE
Senior Engineer

Dustin Wallis
Engineer

SURVEY

John Von Dollen, RLS
Senior Surveyor

Eric Schaben, RLS
Surveyor

Deb Houghtaling Sarpy County Clerk

Renee Lansman
Chief Deputy

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

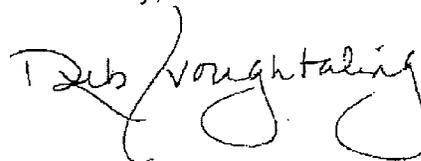
September 26, 2012

E & A Consulting Group, Inc.
330 N. 117th Street
Omaha, NE 68154

Re: Engineering Agreement for 168th Street from 800 Feet South of Giles Road to 512 Feet
North of Giles Road from 168th Street West 520 Feet

Enclosed is an original agreement signed by the Sarpy County Board Chairman on September 26, 2012.

Sincerely,

A handwritten signature in black ink that reads "Deb Houghtaling". The signature is written in a cursive style with a large initial "D" and "H".

Deb Houghtaling
Sarpy County Clerk

Enclosure
DJH/sm