

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

**RESOLUTION APPROVING ADDENDUM 1 WITH FELSBURG HOLT & ULLEVIG FOR  
ENGINEERING SERVICES FOR PARKING LOT EXPANSION  
AT THE JUVENILE JUSTICE CENTER**

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, the County of Sarpy previously approved an Agreement by Resolution No. 2012-260 with Felsburg Holt & Ullevig for engineering services related to the parking lot expansion project at the Juvenile Justice Center; and

WHEREAS, the County of Sarpy is in need of the professional engineering services of Felsburg Holt & Ullevig in order to submit the appropriate permitting documentation for the building and flood plain permits. Said services were not previously included within the Agreement approved by Resolution No. 2012-260; and,

WHEREAS, said attached Addendum 1 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 Addendum 1 for professional services with Felsburg Holt & Ullevig for engineering services related to the permitting process for the parking lot expansion project at the Juvenile Justice Center

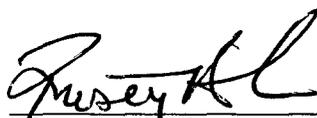
BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk are hereby authorized to execute on behalf of this Board, the Addendum 1 with Felsburg Holt & Ullevig, a copy of which is attached, and any other related documents, the same being approved by the Board.

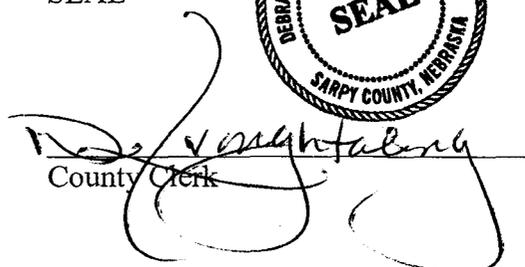
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 16<sup>th</sup> day of October, 2012.

Attest

SEAL



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

  
\_\_\_\_\_  
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

October 16, 2012

M E M O

TO: Sarpy County Board of Commissioners

FROM: Scott Bovick, Deputy County Administrator

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

The County Board previously entered into an agreement with FHU to provide engineering services to install twenty (20) additional parking stalls at the Juvenile Justice Center (JJC) using pervious asphalt pavement.

While we knew we would have to obtain a building permit and a floodplain development permit from the City of Papillion, we anticipated that we could handle that process internally without the assistance of a consultant. Unfortunately, we were required to submit a grading plan and elevation exhibit that we originally did not expect to have to do.

Therefore, I request the County Board approve the attached Addendum to the contract previously approved with FHU.

As a reminder, the entire cost of this project is being funded by the County's storm-water management grant funds with construction to be completed by mid-November.

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*

October 2, 2012

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

RE: Sarpy County Juvenile Justice Center Parking Lot Improvements – Addendum No. 1

Dear Scott:

Thank you for the opportunity to submit this proposal for additional services related to the pervious pavement parking lot expansion at the Juvenile Justice Center. This proposal is the first addendum to the original contract for Sarpy County Juvenile Justice Center Parking Lot Improvements approved by the Sarpy County Board of Commissioners on August 21, 2012. Information used to prepare this addendum is based on discussions with you. The scope tasks provided below are a continuation of the original tasks identified for the project.

Scope of Services

*Task 4) Additional Services for Floodplain Development Permit (Supporting Documentation)*

FHU will provide supporting documentation for the Floodplain Development Permit. Supporting documentation includes revisions to the bid plan set to include additional spot elevation information, an addendum to go out with bid documents, and an exhibit illustrating the location of temporarily stockpiled material. Additional time is allotted for coordination efforts associated with this documentation as well.

FHU proposes to conduct the tasks on a time and expense basis. Our fee for Task 4, listed above, is as follows:

|   |                 |
|---|-----------------|
| <u>Task 4: Additional Services for Floodplain Development Permit (Supporting Documents)</u> | <u>\$900.00</u> |
| TOTAL   | \$900.00        |

This amount would be established as a “not to exceed” limit beyond which no charges could be made without your prior approval. We anticipate these tasks will be completed within 1 week of receipt of the notice to proceed.

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 5 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.

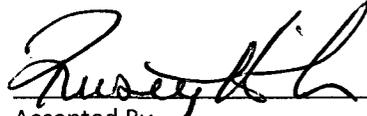
If the conditions of this proposal and attached standard contract provisions are acceptable to you, please print and sign two copies of this letter, and mail or fax one copy to us for our files. If you have any questions about this proposal, please give Dave Lampe or me a call at (402) 445-4405.

Sincerely,

**FELSBURG HOLT & ULLEVIG**



Kyle A. Anderson, PE, PTOE  
Principal

  
Accepted By

Chairman  
Title

10-16-12  
Date

ATTACHMENT A

FEE ESTIMATE

Proposal for Sarpy County Juvenile Justice Center Parking Lot Improvements – Addendum No. 1

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) | Total Fees (Rounded Up to Nearest \$100) |
|  | <i>Project Manager &amp; Engineer V</i> | <i>Env Scientist II</i> | <i>Engineer III</i> | <i>Admin</i> | <i>Total</i> |                |                              |  |
|  | \$130                                   | \$105                   | \$105               | \$70         |              |                |                              |  |
| Task 4: Additional Services for Floodplain Development Permit (Supporting Documentation) | 3                                       | 0                       | 3                   | 0            | 6            | \$ 800.00      | \$ 40.00                     | \$ 900.00                                |
| Total Hours  | 3                                       | 0                       | 3                   | 0            | 6            |                |                              |  |
| Total Project Fees   |   |                         |                     |              |              |                |                              | \$900                                    |

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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.

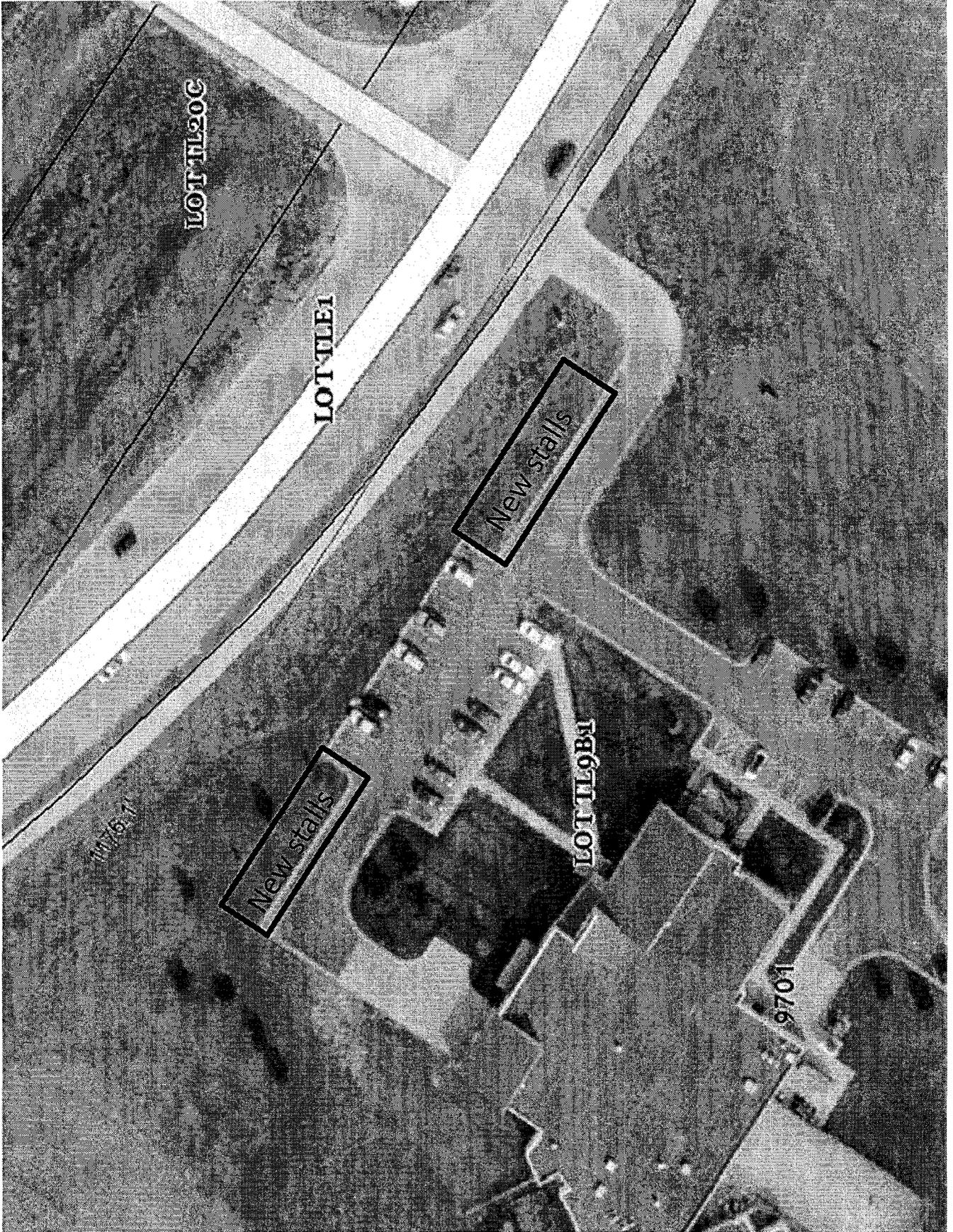
IN WITNESS WHEREOF, the CLIENT agrees to the terms of these Special Provisions in conjunction with the attached Letter Agreement:

CLIENT: *[Signature]*

By: Serpy County Board

Title: Chairman

Date: 10-16-12

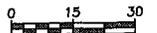


- ASPHALT NOTES:**
1. ALL ELEVATIONS ARE TOP OF SLAB UNLESS OTHERWISE NOTED.
  2. SURFACED SHALL BE PREPARED SUCH THAT ANY UNSTABLE OR UNRELIABLE SOILS AS DETERMINED BY THE ENGINEER ARE OVEREXCAVATED 1 FOOT AND REPLACED WITH HOOR CLASS "C" COARSE AGGREGATE. PAVEMENT SHALL BE MADE AS "PROVED AND PLACE CLASS E COARSE AGGREGATE". PAVEMENT FOR EXCAVATION, REMOVAL AND DISPOSAL OF EXCAVATED MATERIAL SHALL BE INCIDENTAL TO THAT BID ITEM.
  3. SURFACED SHALL BE PREPARED SMOOTH AND UNIFORM AND SHALL BE FREE OF DEBRIS INCLUDING SOIL CLUMPS GREATER THAN 1 INCH, HIDE TO LAYING SEPARATION FABRIC AND GEOTEXE.
  4. CONCRETE FOR POB COMBINATION CURB AND OUTER SHALL BE LE HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI.
  5. ROCK BASE SHALL BE A COARSE AGGREGATE THAT MEETS THE REQUIREMENTS OF SECTION 1033 (AGGREGATES) OF THE NEBRASKA DEPARTMENT OF ROADS (NDOR) "STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION," 1997 EDITION, FOR CLASS "C" AGGREGATE.
  6. HOOR CLASS "C" AGGREGATE LAYER SHALL BE COMPACTED IN PLACE USING A VIBRATORY PLATE.
  7. COMPACT AGGREGATE MATERIALS TO NOT LESS THAN 95 PERCENT STANDARD PROCTOR (ASTM D 1557).
  8. PERVIOUS ASPHALT PAVEMENT SHALL BE HOOR ASPHALTIC CONCRETE TYPE OPGC, AND OPEN GRADED, 50-SYRITION SUPERPAVE MCL.
  9. PERVIOUS ASPHALT SHALL BE PLACED IN TWO (2) LIFTS. A 4-INCH BASE COURSE AND A 2-INCH SURFACE COURSE. BOTH COURSES ARE TYPE OPGC.

- PAVING AND MISCELLANEOUS KEYNOTES:**
1. CONSTRUCT COMBINATION CURB AND OUTER (LJ)
  2. CONSTRUCT 6" THICK PERVIOUS ASPHALT PAVEMENT
  3. PAVEMENT MARKINGS (4" WIDE) - YELLOW
  4. SEEDING - TYPE "A" + ROLLED EROSION CONTROL
  5. CONSTRUCT STRAW MATS

| POINT | NORTHING | EASTING | ELEVATION | DESCRIPTION    |
|-------|----------|---------|-----------|----------------|
| PT-01 | -        | -       | 1026.15   | MATCH EXISTING |
| PT-02 | -        | -       | 1016.53   | MATCH EXISTING |
| PT-03 | -        | -       | 1016.30   | MATCH EXISTING |
| PT-04 | -        | -       | 1016.10   | MATCH EXISTING |
| PT-05 | -        | -       | 1016.53   | MATCH EXISTING |
| PT-06 | -        | -       | 1016.90   | MATCH EXISTING |
| PT-07 | -        | -       | 1016.20   | MATCH EXISTING |
| PT-08 | -        | -       | 1016.70   | MATCH EXISTING |
| PT-09 | -        | -       | 1016.33   | MATCH EXISTING |
| PT-10 | -        | -       | 1016.20   | MATCH EXISTING |
| PT-11 | -        | -       | 1016.10   | MATCH EXISTING |
| PT-12 | -        | -       | 1016.30   | MATCH EXISTING |
| PT-13 | -        | -       | 1020.70   | MATCH EXISTING |
| PT-14 | -        | -       | 1020.85   | MATCH EXISTING |
| PT-15 | -        | -       | 1020.85   | MATCH EXISTING |

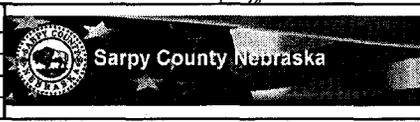
N=510103.37  
E=2724261.85  
● CENTER OF RADIUS



**SPOT ELEVATIONS AND SITE PLAN**

Print Date: 9/20/2012 11:12:58 AM  
File Name: OPW-12250-PLAN.dwg  
Horizontal Scale: Vertical Scale:  
FELSIBURG HOLT & ULLERVIG  
6300 South Syracuse Way, Suite 600  
Centennial, CO 80111  
tel 303.721.1440  
fax 303.721.0832

| Sheet Revisions |          |          |
|-----------------|----------|----------|
| Date            | Comments | Initials |
|                 |          |          |
|                 |          |          |



As Constructed  
No Revisions:  
Revised:  
Void:

SARPY COUNTY JUVENILE CENTER  
SPOT ELEV AND SITE PLAN  
Designer: DGL  
Detailer:  
Subset: PLAN  
Sheets: P-1 of 1

Project No./Code  
12250-01  
Sheet Number  
4

J:\12250-01\12-142-01 Sarpy JJC Parking Lot\DWG\Jemima Wilcox