

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

**RESOLUTION APPROVING LETTER AGREEMENT WITH THE WELLS
RESOURCE, LLC FOR PROFESSIONAL CONSULTING SERVICES FOR THE
SOUTHERN SARPY COUNTY SEWER MASTER PLAN (PHASE 1 AND PHASE 2)**

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Sarpy County desires to enter into a Letter Agreement with The Wells Resource, LLC for professional consulting services in conjunction with the identification and recommendation for the Southern Sarpy County Sewer Master Plan (Phase 1 and Phase 2) as further detailed in the Letter Agreement, Terms and Conditions, and the Scope of Services documents, copies of which are attached hereto.

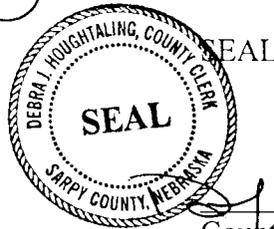
WHEREAS, said attached Letter Agreement is for unique, non-competitive, and professional services and are in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT this Board hereby approves and adopts the Letter Agreement for professional services with The Wells Resource, LLC for professional consulting services in conjunction with the identification and recommendation for the Southern Sarpy County Sewer Master Plan (Phase 1 and Phase 2).

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 Letter Agreement with The Wells Resource, LLC, 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 11th day of July, 2013.

Attest



[Signature]
Sarpy County Board Chairman

[Signature]
County Clerk

LETTER AGREEMENT FOR PROFESSIONAL SERVICES

To: Sarpy County, Nebraska
Attn: Dennis Wilson
Sarpy County Engineer
15100 S. 84th Street
Papillion, NE 68046-4627

Section I. Definitions and Parties to the Agreement

The Wells Resource, LLC hereinafter referred to as "CONSULTANT", is pleased to submit this Agreement for Professional Services to: Sarpy County Public Works–Sarpy County, Nebraska, hereinafter referred to as "COUNTY" for the following project:

Consulting Services–Southern Sarpy County Sewer Master Plan (SSCSMP), Phases I & II.

Section 2. Scope of Professional Services

See attached EXHIBIT B – SCOPE OF SERVICES

Section 3. Time for Performance

CONSULTANT will complete the consultation on the first four items in the attached Scope of Services within a period of no more than 4 months. CONSULTANT will develop the next three items, which involve the COUNTY's role in implementing Phase II of SSCSMP, within 30 days after completing the first four items. The final three items will be completed according to the COUNTY's schedule but no later than 2 months after the Phase II work has been completed.

Section 4. Compensation

CONSULTANT agrees to perform the tasks described in Exhibit "B" for a lump sum fee of twenty six thousand seven hundred fifty and no/100 dollars (\$26,750.00), which includes labor and materials. The COUNTY will return an executed copy of this Agreement which will constitute a Notice to Proceed with

the work. CONSULTANT will bill the COUNTY monthly for labor and expenses based upon the percent complete of the Project, with payment made by the COUNTY within thirty (30) days of receipt of the invoice.

Out-of-scope work, if requested by the COUNTY and agreed to by CONSULTANT in writing, will be billed using the following 2011 Professional Services Rates:

Senior Project Manager -----	\$135.00/hour
Senior Environmental Engineer -----	\$130.00/hour
Civil Engineer -----	\$100.00/hour
Senior AutoCAD Technician w/ Computer & Software -----	\$80.00/hour

Reimbursable Expenses

Mileage - Automobile -----	\$0.55/mile
Miscellaneous Expenses and meals -----	Actual Cost
Sub-Consultant Costs – Plus15%	

Section 5 Incorporation of Exhibits

- Exhibit A – The Wells Resource, LLC – Terms and Conditions
- Exhibit B – Scope of Services

Section 6 Acceptance

Sarpy County acknowledges acceptance of this Agreement by signing below under "Agreed To" and returning one copy to The Wells Resource, LLC at 3506 Hawthorne Ave, Omaha NE 68131. For questions or comments please call The Wells Resource, LLC office at 402-556-4504.

AGREED TO BY:

The Wells Resource, LLC

Sarpy County, Nebraska

Paula B Wells
 Paula B. Wells Managing Partner

[Signature]
 Authorized Representative

4/13/2013
 Date

7-16-13
 Date

Exhibit B - SCOPE OF SERVICES

Consulting Services for Sarpy County Public Works to Identify and Provide Recommendations for Implementation as Outlined in Southern Sarpy County Sewer Master Plan (Phase I & Phase II)

Wells Resources (Consultant) will provide consulting services based upon developing a thorough understanding of Phase I and Phase II of the Southern Sarpy County Sewer Master Plan (SSCMSP). Consultant will provide consultation and advice to the Sarpy County Engineer's Office for the following purposes:

1. Review Phase I of the Southern Sarpy County Sewer Master Plan to provide a basic understanding of the concept of providing a sewerage system to accommodate and foster high density future growth in southern Sarpy County.
2. Review Phase II of the Southern Sarpy County Sewer Master Plan, including the Nebraska Statutes that address the following: 1. Limitations imposed on all Nebraska Counties listing what they can and cannot do regarding the construction of sanitary sewers in areas outside the jurisdictional limits of municipalities and Sanitary and Improvement Districts (SIDs); 2. The impact of the Interlocal Cooperation Act in developing cooperative agreements between, municipalities, SIDs and Counties to implement sewerage system projects to serve commercial, industrial and residential growth within a county that neither is legally able to accomplish by itself.
3. Identify the County's role for implementing the Phase II recommendations set forth in the SSCMSP. Discuss the roles and determine the short term and the long term goals of the County regarding the management and the financial aspects of the roles, including their relationship with the five municipalities in Sarpy County.
4. Develop an understanding of how potable water will be supplied to those areas of the County that are outside the jurisdictional limits of the municipalities, which have their own potable water system, including developing a policy regarding SIDs developing their own potable water system, which must be approved by the Nebraska Department of Environmental Quality (NDEQ) and comply with the Federal Safe Drinking Water Act.
5. Develop a summary of all the information obtained in Items 1 through 4, and prepare it in both written report and PowerPoint format.

6. Prepare and present a half-day workshop for representatives of the agencies that may be party to a proposed Utility Board, to foster discussion and development of a framework for this entity, and a framework for an Interim Steering Committee
7. Coordinate with the Interim Steering Committee to develop up to three Board framework alternatives, for presentation to the participating agencies.
8. Meet with each of the participating agencies to gather feedback and comments on the three alternatives. Summarize this feedback and discuss with the Steering Committee
9. Based on the all of the input and in cooperation with the Steering Committee, develop a joint Utility Board Framework Memorandum of Understanding outlining the creation of a structure, operation, and funding of the proposed Board, and forward on to the agencies for adoption.
10. Be available to answer any questions from the participating agencies as they consider and act on the Memorandum of Understanding.

EXHIBIT A

Terms and Conditions for Professional Services

THE WELLS RESOURCE LLC

June 2013

1. Standard of Performance

The standard of care for all professional engineering, consulting and related services performed or furnished by the ENGINEER and its employees asunder this agreement will be the care and skill ordinarily used by members of ENGINEER'S profession practicing under the same or similar circumstances at the same or similar time and in the same or similar locality. ENGINEER makes no warranties, express or implied, under this agreement or otherwise, in connection with ENGINEER'S service.

2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Professional Liability Insurance of \$1,000,000 Workers' Compensation Insurances required by statute; Employer's Liability of \$500,000; Automobile Liability insurance of \$2,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER agrees to indemnify OWNER.

3. OPINIONS OF PROBABLY COST (COST ESTIMATES)

Any options of probably project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER'S experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contract(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S estimates are approximately plus or minus 20% of the bids or actual project or construction cost.

4. CONSTRUCTION PROCEDURES

ENGINEER'S observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project, except to the extent indirectly or directly resulting from the acts or omissions of the ENGINEER.

5. CONTROLLING LAW

This agreement is to be governed by the law of the state where ENGINEER'S services are provided.

6. SERVICE AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER'S requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitation. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project. Owner will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, Insurance or accounting services, opinion or advice. Further, it is the OWNER'S sole responsibility to obtain the advice of an attorney, Insurance counselor or accountant to protect the OWNER'S legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER'S representative will examine all studies, reports, sketches, drawings, specifications, proposals and

other documents, opinions or advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS and ASSIGNS

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

8. OWNERSHIP OF DOCUMENTS

All documents, including all reports, drawings, specification, or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of such documents for use on this project. Should the OWNER choose to reuse such documents on another project, without written verification or adaptation by ENGINEER for the specific purpose intended, the OWNER assumes the sole risk for such use of the documents and there is no liability or legal exposure to ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement in whole or in part, by giving thirty (30) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum" time and material or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. Should OWNER terminate the agreement, an equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of reasonable commitments that had become firm before termination and for a reasonable profit for the services preformed.

10. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or

condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

ENGINEER will submit invoices for services rendered and OWNER will make payments within forty five (45) days receipt of ENGINEER's invoices.

11. INVOICES

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

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

In the event undisputed portions of ENGINEER'S invoices are not paid when due, ENGINEER reserves the right after seven(7) days prior written noticed to suspend the performance of its services for this project until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to the Agreement or Task Order, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of the Task Order. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and section of the Task Order. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those Projects involving conceptual or process development services, activities often are not fully definable in the time of performance and compensation scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the

cost of or time required for performance of the services and equitable adjustment shall be made and the task Order modifies accordingly.

13. CONTROLLING AGREEMENT

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

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under the Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity and other employment statutes and regulations.

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous material is present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to encounters with undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate abate, remediate or remove the hazardous materials; and (2) warrants that the project site is in full compliance with all applicable laws and regulation. OWNER acknowledges that ENGINEER is not and shall not be required to become and "arranger", "operator", "generator", or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this

Task Order for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER its officer, directors, partners, employers, and subcontractors from and against all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court arbitration or other dispute resolution costs) cause by arising out of or resulting from hazardous materials, provided that (1) any such costs, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed work) including the loss of use resulting there from and (2) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct, direct or indirect, nor if such hazardous material could not have been reasonably detected by the OWNER.

16. EXECUTION

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

17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to OWNER for any loss or damage including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors or omissions, is limited by the amount covered by the ENGINEER'S liability insurance plus the ENGINEER'S deductible amount and the ENGINEER's general liability insurance plus the ENGINEER'S deductible amount. OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amounts. The insurance amounts are

these set forth in Paragraph 2 of these Terms and Conditions

18. UTILITY LOCATION

If underground sampling/testing is to be performed, a utility locating service shall be contracted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of other private/public utilities. ENGINEER shall take a reasonable precaution to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim of liability, injury or loss caused by or allegedly cause by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

20. ESCALATION

Annual rate escalation on 3% effective January 1, 2013