

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

**RESOLUTION APPROVING AGREEMENT WITH HDR ENGINEERING, INC.**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (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, the County of Sarpy desires to enter into a contract for services with HDR Engineering, Inc. as outlined in the Terms and Conditions attached hereto as Exhibit A and Task Order number 1 attached hereto as Exhibit B for purposes of preliminary design of a sanitary sewer collection system near LaPlatte Road; and,

WHEREAS, entering into the contract for services with HDR Engineering, Inc. is 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 Task Order Number 1 and the Terms and Conditions with HDR Engineering Inc., a copy of each document is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the agreement with HDR Engineering, Inc., a copy of which is attached, and any other related documents, the same being approved by the Board.

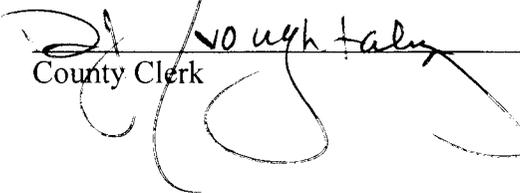
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with the applicable law on the 27th day of August, 2013.

Attest

SEAL



  
Sarpy County Board Chairman

  
County Clerk

## MULTIPLE PROJECT AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made as of this 27<sup>th</sup> day of ~~June~~ <sup>August</sup>, 2013, between Sarpy County, Nebraska, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER," for engineering services as described in this Agreement.

**WHEREAS**, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

**WHEREAS**, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

### SECTION I. PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

### SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

**SECTION III. COMPENSATION**

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

**SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

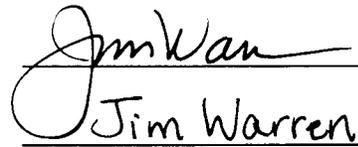
The "HDR Engineering, Inc. Terms and Conditions for Professional Services," which are attached hereto, are incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SARPY COUNTY, NEBRASKA

"OWNER"

BY:

 8-27-13

NAME:

Jim Warren

TITLE:

Chairman

ADDRESS:

15100 South 84<sup>th</sup> Street  
Papillion, NE 68046

HDR ENGINEERING, INC.

"ENGINEER"

BY:



NAME:

Ron Sova, P.E.

TITLE:

Vice President

ADDRESS:

8404 Indian Hills Drive  
Omaha, NE 68114

# HDR Engineering, Inc.

## Terms and Conditions for Professional Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under 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 time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$500,000; Automobile Liability insurance of \$1,000,000 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 combined single limit for personal injury and property damage; and Professional 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 is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages 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 any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable 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 contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

### 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. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

### 6. SERVICES 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 limitations. 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. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

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, opinions 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 prepared or provided by ENGINEER, and will obtain the 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 any interest in this Agreement or claims arising therefrom without the written consent of the other.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software 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 all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 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.

### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's 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 promptly 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 item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

## 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. 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 sections of this Agreement. 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 initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in 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, an equitable adjustment shall be made, and the Agreement modified accordingly.

## 13. CONTROLLING AGREEMENT

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

## 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

## 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are 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 hazardous materials. In the event ENGINEER or any other party encounters 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 and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate,

remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "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 Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants 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 or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, 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 therefrom, and (ii) 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.

## 16. EXECUTION

This Agreement, 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 executed by the parties.

## 17. ALLOCATION OF RISK

**OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$500,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.**

## 18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

## 19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted 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 private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused 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.

**EXHIBIT A**  
**TASK ORDER**

This Task Order pertains to an Agreement by and between \_\_\_\_\_, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated \_\_\_\_\_, 20\_\_\_\_, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:  
PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

PART 3.0 OWNER’S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO ENGINEER:

PART 6.0 OTHER:

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
“OWNER”

HDR ENGINEERING, INC.  
“ENGINEER”

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **EXHIBIT A**

### **TASK ORDER NO. 1**

This Task Order pertains to an Agreement by and between Sarpy County, Nebraska, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated June 4, 2013, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ONE

PROJECT NAME: Bellevue Industrial Park Preliminary Design

#### **PART 1.0 PROJECT DESCRIPTION:**

Sarpy County is working on the development of the infrastructure for the Bellevue Industrial Track in an effort to prepare the site for new development. The site is located along La Platte Road, east of US Highway 75. The site has become appealing for development with the recent construction of the new US Highway 34 bridge over the Missouri River. A conceptual design of the sanitary sewer system has been completed. The purpose of the Project is to develop the preliminary design for the sanitary sewer collection system.

The Scope of the project is to:

1. Evaluate the use of a pressure sanitary sewer collection system.
2. Develop a recommendation for collection system.
3. Complete the preliminary design of the selected collection system.
4. Meet with representatives from the City of Bellevue to review the preliminary design.
5. Meet with representatives from the City of Omaha to review the preliminary design and coordinate point of connection for the proposed sewer.
6. Meet with other stakeholders as directed by OWNER.

Key Understandings:

1. The preliminary design will be based on available GIS topography.
2. OWNER will provide information on potential industries for the site.
3. Flow rates will be based on information included in the conceptual design unless otherwise directed by OWNER.
4. The project limits are as defined in the conceptual design.
5. The connection for the proposed sewer will be at or near the head works of the City of Omaha Papillion Creek Wastewater Treatment Plant (PCWWTP).
6. All travel will be in proximity of eastern Sarpy and Douglas Counties.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

TASK SERIES 100 – CONCEPTUAL DESIGN OF PRESSURE SYSTEM

Objective: Evaluate the potential of a pressure collection system for the tract.

Activities: Task 110 – Conceptual Evaluation - Pressure System  
111 Receive potential industry information  
112 Develop flows for the various tracts  
113 Develop preliminary system layout including master pump stations  
114 Identify potential connection location in PCWWTP

Task 120 – Hydraulic Evaluation  
121 Develop system pumping parameters  
122 Develop collection system pipe sizing  
123 Develop master lift station parameters  
124 Develop force main pipe sizing

Task 130 – Conceptual Report  
131 Prepare exhibits  
132 Prepare preliminary opinion of costs  
133 Prepare report  
134 Draft report submittal  
135 Review report with OWNER  
136 Incorporate review comments and finalize report

Meetings/Travel: Site review meeting  
Review meeting with OWNER

Task Deliverables: Pressure System Conceptual Design Report

By Others: None

TASK SERIES 200 – CITY OF BELLEVUE COORDINATION

Objective: Meet with City of Bellevue representatives to 1) ascertain the types of industries that have express interest in the site, 2) present the two options (pressure system or gravity system) for City concurrence, and 3) discuss operation and maintenance of the completed system.

Activities: Task 210 – Meet with Bellevue Chamber representatives

Task 220 - Meeting with Bellevue Public Works representatives

Meetings/Travel: Meeting with Chamber  
Meeting with Public Works

Task Deliverables: Meeting agenda and notes

By Others: OWNER to arrange and attend meeting

#### TASK SERIES 300 – PRELIMINARY DESIGN REPORT

Objective: Prepare the preliminary design report of the selected collection system alternative. The report will include the input received during the meetings with the City of Bellevue.

Activities: Task 310 – Prepare Draft Report  
311 Revise hydraulic evaluation based on Bellevue meetings  
312 Update exhibits  
313 Update preliminary opinions of cost  
314 Prepare draft report

Task 320 – Draft Report Submittal  
321 Submit draft report to OWNER  
322 Meet with OWNER to receive review comments

Task 330 – Final Report  
331 Incorporate review comments  
332 Submit final report

Meetings/Travel: Meeting with OWNER

Task Deliverables: Meeting notes  
Draft preliminary report  
Final preliminary design report

By Others: None

#### TASK SERIES 400 – CITY OF OMAHA COORDINATION

Objective: Meet with representatives of the City of Omaha to present the proposed preliminary design report including projected flows, schedule, and point of connection.

Activities: Task 410 – Meet with City of Omaha Public Works representatives  
411 Provide copies of the Preliminary Design Report  
412 Attend meeting with City representatives to review Preliminary Design Report

- 413 Attend meeting at PCWWTP to review point of connection.
- 414 Prepare meeting notes

PART 3.0 OWNER'S RESPONSIBILITIES:

- 1. Timely review of submitted documents
- 2. Arrange for meetings with City of Bellevue and City of Omaha representatives
- 3. Provide meeting venue as necessary

PART 4.0 PERIODS OF SERVICE:

Notice to Proceed:	June 5, 2013
Draft Pressure System Conceptual Plan:	July 19, 2013
Draft Preliminary Design Report:	August 16, 2013
Final Design Report:	September 6, 2013

PART 5.0 PAYMENTS TO ENGINEER:

Services will be provided on the basis of hourly charge rates plus reimbursable expenses incurred. The personnel, or their classification, with their hourly rates, are attached to this Task Order as Exhibit B. Additional services beyond the scope of services outlined above will be billed on the basis of hourly charge rates plus reimbursable expenses incurred. Requests for additional services must be provided in writing before proceeding with additional work. Such charges are not to exceed the following amounts for the type of services specified if the scope of services does not change. If the scope changes the fees, the NTE amount may be increased by supplemental agreement. No payment above the not to exceed limit shall be made without prior approval of an amendment, supported by proper justification, by the OWNER.

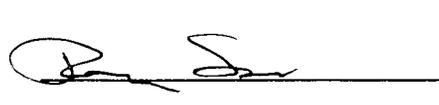
Not to Exceed Amount: \$25,600

This Task Order is executed this 27<sup>th</sup> day of August, 2013.

SARPY COUNTY, NEBRASKA  
"OWNER"

HDR ENGINEERING, INC.  
"ENGINEER"

BY: 

BY: 

NAME: Jim Warren

NAME: Ron Sova, P.E.

TITLE: Chairman

TITLE: Vice President

ADDRESS: 15100 South 84<sup>th</sup> Street  
Papillion, NE 68046

ADDRESS: 8404 Indian Hills Drive  
Omaha, NE 68114

ADDENDUM TO HDR ENGINEERING, INC. TASK ORDER NUMBER 1  
BELLEVUE INDUSTRIAL PARK PRELIMINARY DESIGN

The undersigned contracting parties agree that the following residency verification language shall be incorporated into the Terms and Conditions for Professional Services document regarding Task Order Number 1:

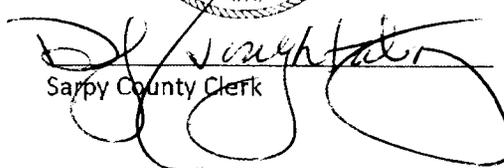
"The Engineer agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services 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, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 27<sup>th</sup> day of August, 2013.

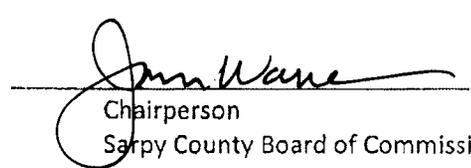
(Seal)



ATTEST:

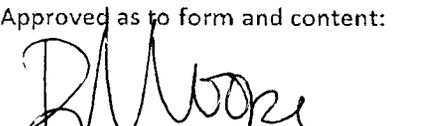
  
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

  
Chairperson  
Sarpy County Board of Commissioners

  
Contractor

Approved as to form and content:

  
Deputy County Attorney