

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

**RESOLUTION APPROVING PROPOSAL FOR PROFESSIONAL SERVICES AGREEMENT WITH
E & A CONSULTING GROUP, INC. FOR SANITARY SEWER**

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 professional services agreement with E & A Consulting Group, Inc. for the purpose of designing and constructing a sanitary sewer as detailed in proposal for professional services letter with Terms and Conditions, a copy of which is attached; and,

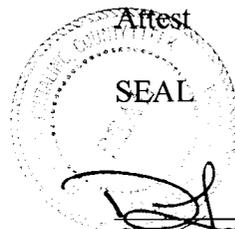
WHEREAS, entering into the E & A Consulting Group, Inc agreement is in the best interests of the citizens of Sarpy County.

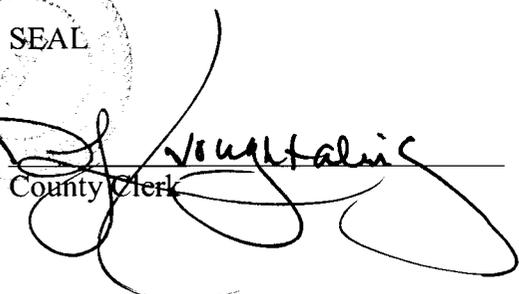
NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts E & A Consulting Group, Inc agreement.

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 E & A Consulting Group, Inc agreement, 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 17th day of September, 2013.


Sarpy County Board Chairman




County Clerk



Engineering Answers

E & A CONSULTING GROUP, INC.

ENGINEERING • PLANNING • ENVIRONMENTAL & FIELD SERVICES

330 NORTH 117TH STREET
OMAHA, NE 68154-2509

www.eacg.com

PHONE: 402.895.4700
FAX: 402.895.3599

July 18, 2013 Revised 9/9/13

Mr. Mark Wayne, County Administrator
Sarpy County Courthouse
1210 Golden Gate Drive
Papillion, NE 68046

Re: Proposal for Professional Services
Survey, Design and Easement Preparation of Project Oasis Sanitary Outfall Sewer
E&A # P2012.588.002

Dear Mark,

E & A Consulting Group, Inc. is pleased to present our proposal for professional services on the above referenced project. The following details our project understanding, scope of services, and fee compensation for your review and consideration.

PROJECT DESCRIPTION

Design a sanitary "outfall sewer" as shown on Exhibit B1 from the proposed Oasis site near Highway 50 and Schram Road to a connection with an existing sanitary sewer outfall line immediately west of the Westmont development. As the proposed Oasis building site is approximately 800 south of Schram Road, this section of "internal" sanitary sewer noted as "sewer line" on Exhibit B1 has been included in the project scope. Design will be based on the "Sanitary Sewer Study" completed by E&A Consulting Group, Inc. in February of 2013. The scope of this design will include the "west" outfall as noted in the study as well as the primary outfall line. The scope does not include the "east" outfall line or the southerly sanitary lift stations which are not required to provide sanitary sewer service to the proposed Oasis facility.

Project will include the construction of approximately 8,400 LF of sanitary sewer pipe from 10" to 18" in diameter together with manholes, bedding, testing and TV inspection, clearing, seeding and erosion control. The estimated cost of the project including easement acquisitions but not including engineering design, staking or construction management is \$684,200 as itemized on Exhibit B2.

Phases of engineering work include land surveying, topographic surveying, design and plan preparation for the sanitary outfall sewer, preparation of legal descriptions for required temporary and permanent easement acquisitions, construction staking, construction observation and management and allowances for geotechnical testing, air and TV testing and compaction testing.

LAND SURVEY SERVICES

1. Conduct a field-data collected topographic survey of all existing ground elevations and physical improvements with elevations in the proposed sanitary sewer outfall corridor.
2. The topographic survey will include existing infrastructure (common utilities) with elevations where accessible.

3. Collect horizontal control information as necessary for preparation of legal descriptions of temporary and permanent sanitary sewer easements. Title work shall be supplied by the County.
4. Conduct negotiation and acquisition of necessary permanent and temporary easements for the project. This service will be provided by a third party.

For the above LAND SURVEY services we propose a fee of **\$30,200.00 (THIRTY THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS)** broken down as **\$15,200.00 (FIFTEEN THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS)** for Tasks 1, 2 and 3 to be paid on a lump sum basis and **\$15,000.00(FIFTEEN THOUSAND DOLLARS AND NO CENTS)** for Task 4 which is an allowance for third party services to be paid as billed by the third party without mark-up by E&A.

SANITARY SEWER DESIGN AND ENGINEERING

1. The sanitary sewer design will include the following services:
 - a. Prepare sanitary sewer plans including:
 - i. Final flow and sizing computations
 - ii. Horizontal alignments (plan)
 - iii. Vertical alignments(profile)
 - iv. Detail Sheet(s)
 - v. Erosion control plans
 - vi. Tract maps
 - vii. Technical specifications
 - viii. Prepare applications and supporting documents for permits to 1) cross State Highway 50, 2) Permit to Occupy County, 3) NPDES permit 4) Title 123 Permit
 - b. Prepare an opinion of probable construction costs.
 - c. Attend three (3) design coordination meetings with Owner during the preliminary design phase of the project.
 - d. Prepare tract maps and legal descriptions for temporary and permanent easements to be acquired to construct the project.

Design Assumptions

1. It is assumed that if wetlands and/or jurisdictional waterways are located within the project corridor that they will either be avoided with the proposed alignment or bored underneath and avoided . If these features are present and impacted, a wetland consultant will need to be brought onto the team. E&A can provide the necessary coordination and a separate proposal for these services at that time.
2. The project will be completed in accordance with the scope outlined above and assumes a "one time design". Changes to the site layout by the Owner or others requiring significant changes to the horizontal or vertical alignments of the sewer shall be an additional service.
3. Fees for any applications, filings or permitting, fees required by governing agencies, or any other fees not specifically defined herein are not included in our fees and, if required, will be paid by the owner.

For the above Sanitary Sewer Design and Engineering services we propose a fee of **\$43,600.00 (FORTY THREE THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS)** to be paid on a lump sum basis.

CONSTRUCTION STAKING AND CONSTRUCTION MANAGEMENT

1. Construction staking will include the following services:
 - a. Stake sewer alignment and grade including manholes at 50' intervals.
 - b. Stake limits of construction(temporary easement limits).
2. Construction administration will include the following services:
 - a. Periodic construction inspection by resident observer.
 - b. Verification of constructed quantities.
 - c. Processing progress pay estimates.
 - d. Coordinate compaction, TV and air testing.
 - e. Interpret plans and respond to contractor's request for information. Process RFI and Change Orders as necessary.
 - f. Determine final pay quantities..

Staking and C.M.Assumptions

1. Staking will be completed once. Restaking due to damage or destruction of stakes by contractor's operations will be charged to the contractor.
2. Resident observation will not be full time or continuous but observer will be on site during regularly and at all times when critical operations are occurring.

For the above Sanitary Sewer Staking and Construction Management services we propose a fee of **\$28,500.00 (TWENTY EIGHT THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS)** to be paid on a lump sum basis.

GEOTECHNICAL REPORT AND COMPACTION TESTING

This proposal includes an allowance for third party preparation of a geotechnical report and compaction testing. The actual cost will be passed through to Sarpy County without mark-up. E&A will coordinate schedule and preparation of these third party services. Air and TV inspection will be included in the construction bid as line item and will be the responsibility of the Contractor.

SCHEDULE

We anticipate that the scope of services as Land Survey Services, and Sanitary Sewer Design service may be completed within six weeks of receiving your Notice to Proceed, weather and snow cover permitting. If you require an earlier completion date, please contact us to work out a mutually agreeable schedule.

TOTAL FEE COMPENSATION SUMMARY

<i>Task</i>	<i>Type</i>	<i>Fee</i>
Land Survey Services Tasks 1, 2 and 3	Lump Sum	\$ 15,200.00
Land Survey Services Task 4	Allowance	\$ 15,000.00
Sanitary Sewer Design	Lump Sum	\$ 43,600.00
Construction Staking & Construction Management	Lump Sum	\$ 28,500.00
Allowance for Geotechnical Report	Lump Sum	\$ 4,500.00
Allowance for Compaction Testing	Lump Sum	\$ 3,500.00
	TOTAL FEE	\$ 110,300.00

This scope of services and fees identified in this proposal shall remain in effect for a period of sixty days after the date of this proposal. If you have any additional questions or concerns, please contact me at 402-895-4700 or at jelliott@eacg.com. If this proposal is acceptable to you please sign one (1) copy and keep one (1) copy for your records. Thank you for giving E&A the opportunity to provide engineering services for you on this project.

Our contract terms and conditions for the above listed services are attached as Appendix A.

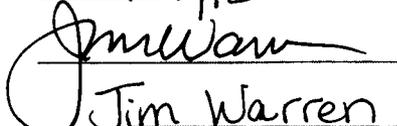
Sincerely,
E & A CONSULTING GROUP



Jeffrey D. Elliott, P.E.

I have received and read Appendix "A" and agree to all terms and conditions as outlined in Appendix "A" and in this proposal. By signing, this proposal for services becomes the agreement and is executed.

Date: 9/17/13

Signature: 

Name: Jim Warren

Client: Sarpy County

Address: 1210 Golden Gate Dr. #1250

City, State, ZIP: Papillion, NE, 68046

Phone: 402-593-4155

Appendix "A" Terms and Conditions

1.01 Basic Agreement

E & A Consulting Group, Inc. ("E&A") shall provide, or cause to be provided, the services set forth in the Proposal for Professional Services, and Client shall pay E&A for such Services.

2.01 Invoicing

E&A will prepare a monthly invoice in accordance with E&A's standard invoicing practices and submit the invoice to Client. Invoices are due and payable within thirty (30) days of receipt. ~~If Client fails to make any payment due E&A for services and expenses within thirty (30) days after the date of E&A's invoice, then the amounts due E&A will be increased at the rate of 1.5% per month from said thirtieth (30th) day.~~ E&A may, without liability, after giving seven (7) days written notice to Client, suspend services under this Agreement until E&A has been paid in full all amounts due for services, expenses, and other related charges. Client agrees to pay any and all reasonable charges incurred by E&A for the collection of unpaid invoices. Payments will be credited first to interest and then to principal.

3.01 Additional Services

If authorized by Client, or if required because of changes in the Project, E&A shall furnish services in addition to those set forth in the Proposal for Professional Services. Client shall pay E&A for such additional services as follows: For additional services of E&A's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of E&A's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and E&A's subconsultants' charges, if any.

4.01 Design with Construction Phase Services

- A. E&A shall not at any time supervise, direct, or have control over any contractor's work, nor shall E&A have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. E&A neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor.
- C. E&A shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except E&A's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Client without consultation and advice of E&A.

5.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause:

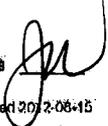
- (a) By either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party except as stipulated in Section 2.01.
- (b) By E&A:
 - (i) Upon seven (7) days written notice if E&A believes that E&A is being requested by Client to furnish or perform services contrary to E&A's responsibilities as a licensed professional; or
 - (ii) Upon seven (7) days written notice if E&A's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond E&A's control.
 - (iii) E&A shall have no liability to Client on account of such termination.

2. For convenience by Client effective upon the receipt of notice by E&A.

3. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than fourteen (14) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such fourteen (14) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, thirty (30) days after the date of receipt of the notice.

4. The terminating party under paragraphs 5.01.A.1 or 5.01.A.2 may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow E&A to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

Client's Initials



6.01 Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

A. Client and E&A each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and E&A (and to the extent permitted by paragraph 7.01.B the assigns of Client and E&A) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Client nor E&A may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.01 Defects in Service

The Client shall promptly report to E&A any defects or suspected defects in E&A's services of which the Client becomes aware, so that E&A may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contracts and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Client's contractors or subcontractors to notify E&A shall relieve E&A of any liability for costs of remedying the defects above the sum the remedy would have cost had prompt notification been given when such defects were first discovered.

9.01 Insurance

E&A will carry insurance as detailed in Appendix "B" ("Insurance Requirements"). At the Client's request, E&A will provide an Acond certificate of insurance executed by a licensed representative of the participating insurer(s).

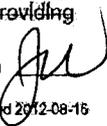
10.01 General Considerations

A. The standard of care for all professional services performed or furnished by E&A under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. E&A makes no warranties, express or implied, under this Agreement or otherwise, in connection with E&A's services. E&A and its subconsultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

~~B. All design documents prepared or furnished by E&A are instruments of service, and E&A retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.~~

C. To the fullest extent permitted by law, Client and E&A:

1. Waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and
2. Agree that Client shall indemnify, defend, and save E&A harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to:
 - (a) Client's breach of this Agreement;
 - (b) The negligent acts or omissions of Client of its employees, contractors or agents;
 - (c) Any allegation that E&A is the owner or operator of a site or arranged for the treatment, transportation or disposal of hazardous materials including the adverse health effects thereof, and
 - (d) Site access or damage to any subterranean structures or any damage required for site access.
3. Where the services included the preparation of plans and specifications, agree that Client will have its construction contractors agree in writing to indemnify and save harmless E&A from and against loss, damage, injury or liability attributable to personal injury or property damage arising out of or resulting from such contractor's performance or non-performance of their work. Contractor shall be required to list the E&A, and any subconsultants of E&A, as an additional insured, including completed operations, on a primary and non-contributory basis
4. Agree that E&A's total liability to Client under this Agreement shall be limited to \$100,000 or the total amount of compensation received by E&A from the Client, whichever is greater. All claims by Client shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.
5. ~~In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and E&A agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.~~
6. ~~The Client and E&A further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all these agreements.~~

Client's Initials 

D. The parties acknowledge that E&A's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If E&A or any other party encounters a Hazardous Environmental Condition, E&A may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client:

1. Retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and
2. Warrants that the Site is in full compliance with applicable Laws and Regulations.

E. Unless specifically identified otherwise in the scope of services of this agreement, it is the responsibility of the Client to obtain all permits and approvals required by law. E&A may assist the Client in applying for those permits and approvals for an additional fee; however such services are not included in the basic services of this Agreement.

11.01 NEW EMPLOYEE WORK ELIGIBILITY STATUS

E&A agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. E&A 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.

12.01 Total Agreement

This Agreement constitutes the entire agreement between Client and E&A and supersedes all prior written or oral understandings.

Client: _____

Date: _____

Jim Warner

9/17/13

By: _____

Name: _____

Title: _____

Gregory D. Elliott

Gregory D. Elliott

President

— 2014 —

Appendix "B" Insurance Requirements

General Liability

- Limits: \$1,000,000 per Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis.

Automobile Liability

- Limits: \$1,000,000 CSL per Accident
- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers Compensation

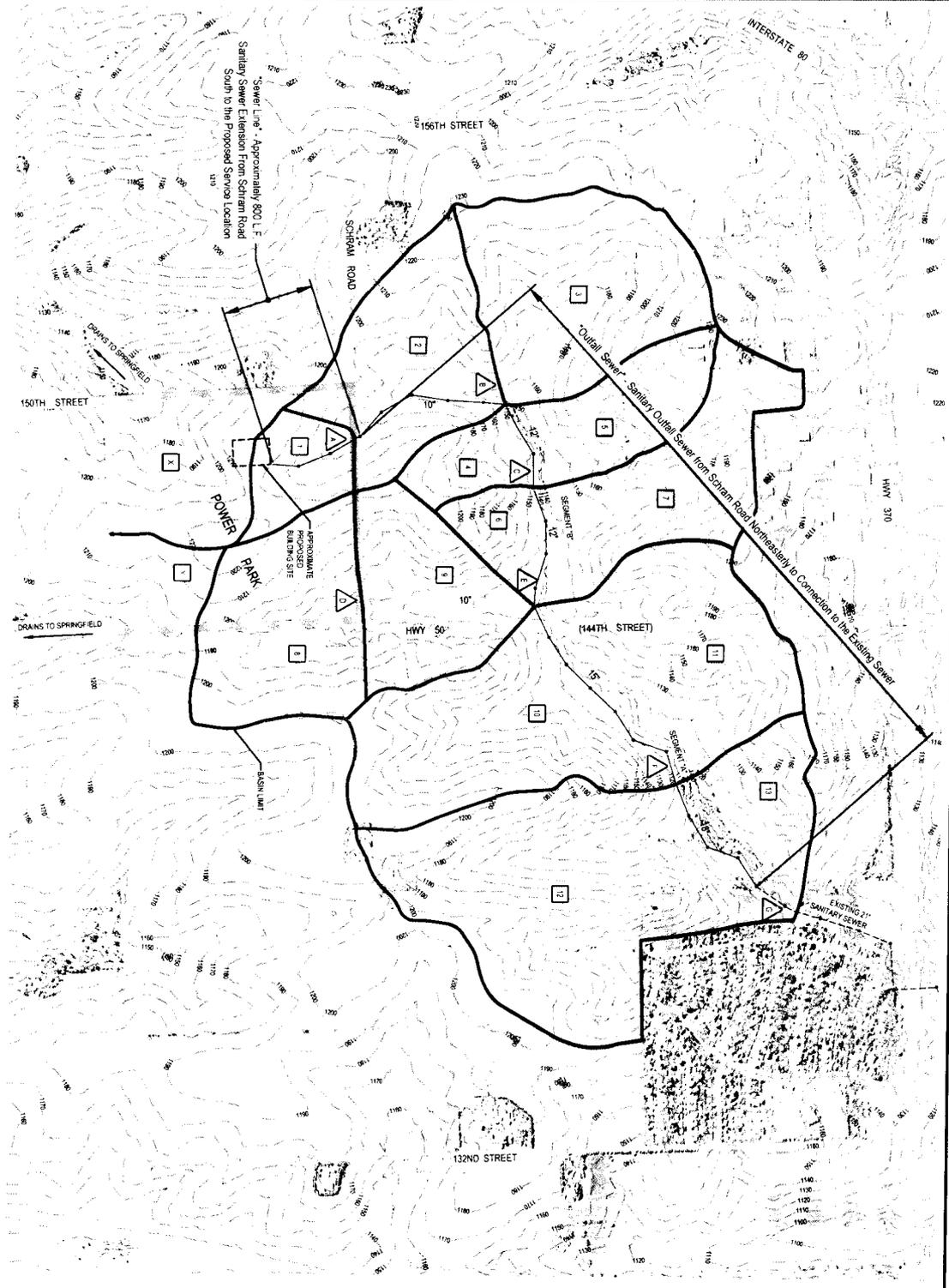
- Limits: Statutory coverage for the state where the project is located
- Employer's Liability limits: \$500,000 each Accident
\$100,000 Disease -- Per Person
\$500,000 Disease -- Policy Limit

Umbrella / Excess

- Limits: \$1,000,000 per Occurrence
- Policy shall provide liability coverage in excess of the specified Workers Compensation/Employers Liability, Commercial General Liability and Auto Liability.

Professional Liability

- Limits: \$2,000,000 per Occurrence
\$4,000,000 General Aggregate.
- Policy shall provide for a retroactive date prior to the starting date of services for which this agreement applies.



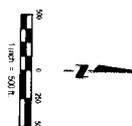
Sewer Line - Approximately 800 L.F.
Sanitary Sewer Extension From Schram Road
South to the Proposed Service Location

DRAINS TO SPRINGFIELD

APPROXIMATE
PROPOSED
BUILDING
BASIN SITE

Outfall Sewer - Sanitary Outfall Sewer from Schram Road Northeastly to Connection to the Existing Sewer

- LEGEND**
- SILE BASINS
 - △ IMPACT POINTS
 - COMMERCIAL LAND USE
 - RESIDENTIAL LAND USE



Site No.	27017 588 001
Date	08/27/03
Designed By	AAA
Drawn By	PRG
Scale	1" = 50'
Sheet	1 of 1

**BASIN AND SANITARY OUTFALL
EXHIBIT B1**

HWY 50 & SCHRAM ROAD
SANITARY SEWER STUDY
SARPY COUNTY, NEBRASKA



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
330 North 117th Street Omaha, NE 68154
Phone: 402.995.4700 Fax: 402.995.5999
www.eacg.com

OPINION OF PROBABLE COST - EXHIBIT B2

PROJECT : PROJECT OASIS SANITARY SEWER
 CLIENT: SARPY COUNTY
 JOB NO. 2012 588.001
 ESTIMATED BY: WESTERGARD

DATE: August 26, 2013

POWER PARK WEST SANITARY OUTFALL SEWER

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CONSTRUCT 10" SANITARY SEWER	1,600	LF	\$20.00	\$32,000
2	CONSTRUCT 12" SANITARY SEWER	2,100	LF	\$22.00	\$46,200
3	CONSTRUCT 15" SANITARY SEWER	2,300	LF	\$28.00	\$64,400
4	CONSTRUCT 18" SANITARY SEWER	1,600	LF	\$35.00	\$56,000
5	CONSTRUCT 54" SANITARY MANHOLE (26)	290	VF	\$375.00	\$108,750
6	CRUSHED ROCK BEDDING	2,100	TON	\$22.00	\$46,200
7	AIR TESTING & TV INSPECTION	1	LS	\$10,000.00	\$10,000
8	CLEAR AND GRUB	1	LS	\$15,000.00	\$15,000
9	SEEDING	15	AC	\$2,000.00	\$30,000
10	EROSION CONTROL	1	LS	\$20,000.00	\$20,000
TOTAL ESTIMATED CONSTRUCTION COST:					\$428,550

11	PERMANENT EASEMENT ACQUISITION	3.5	AC	\$15,000.00	\$52,500
12	TEMPORARY EASEMENT ACQUISITION	17	AC	\$5,000.00	\$85,000
13	ENGINEERING DESIGN	1	LS	\$40,000.00	\$40,000
14	CONSTRUCTION STAKING	1	LS	\$10,000.00	\$10,000
15	CONSTRUCTION MANAGEMENT	1	LS	\$35,000.00	\$35,000

TOTAL ESTIMATED PROJECT COST: \$651,050

POWER PARK INTERIOR SANITARY SEWER

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CONSTRUCT 10" SANITARY SEWER	800	LF	\$20.00	\$16,000
5	CONSTRUCT 54" SANITARY MANHOLE (2)	20	VF	\$375.00	\$7,500
6	CRUSHED ROCK BEDDING	30	TON	\$22.00	\$660
7	AIR TESTING & TV INSPECTION	1	LS	\$1,000.00	\$1,000
9	SEEDING	1	AC	\$2,000.00	\$1,000
10	EROSION CONTROL	1	LS	\$1,000.00	\$1,000
TOTAL ESTIMATED CONSTRUCTION COST:					\$27,160

11	PERMANENT EASEMENT ACQUISITION	0.0	AC	\$15,000.00	\$0
12	TEMPORARY EASEMENT ACQUISITION	0	AC	\$5,000.00	\$0
13	ENGINEERING DESIGN	1	LS	\$1,500.00	\$1,500
14	CONSTRUCTION STAKING	1	LS	\$2,000.00	\$2,000
15	CONSTRUCTION MANAGEMENT	1	LS	\$2,500.00	\$2,500

TOTAL ESTIMATED PROJECT COST: \$33,160