

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

**RESOLUTION APPROVING AGREEMENT WITH OLSSON ASSOCIATES REGARDING SCHRAM
ROAD DESIGN**

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 an agreement for professional services with Olsson Associates regarding Schram Road Design as outlined in the attached documents; and,

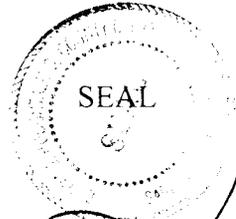
WHEREAS, entering into the agreement for professional services with Olsson Associates is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the agreement with Olsson Associates, a copy of which 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 Olsson Associates, 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 17th day of September, 2013.

Attest



County Clerk

Sarpy County Board Chairman



LETTER AGREEMENT FOR
PROFESSIONAL SERVICES

September 9, 2013

Dr. Denny Wilson
Sarpy County
15100 S. 84th Street
Papillion, NE 68046

Re: **AGREEMENT FOR PROFESSIONAL SERVICES**
Sarpy County Schram Road Design "Project"
Omaha, Nebraska

Dear Dr. Wilson:

It is our understanding that Sarpy County ("Client") requests Olsson Associates ("Olsson") to perform the following services pursuant to the terms of this Letter Agreement for Professional Services, any signed Master Agreement, Olsson's General Provisions and any exhibits attached thereto (hereinafter "the Agreement") for the Project.

1. Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions (and any exhibits attached thereto), which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, any Master Agreement and/or the General Provisions regarding the services to be performed by Olsson, the requirements of this Letter Agreement shall take precedence.
2. Olsson shall provide Client all Basic Services for the Project as more specifically described in Exhibit A hereto. Should Client request work not described and included in the above Description of Basic Services, such as Additional Services, Olsson shall invoice Client for such services on the basis of Salary Costs times a factor of 2.5 for services rendered by our principals and employees engaged directly on the Project plus Reimbursable Expenses, unless otherwise agreed to by both parties. Olsson shall not commence work on Additional Services without Client's prior approval in writing.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

3. Unless otherwise agreed, Olsson would expect to begin performing its services under the Agreement promptly upon your signing.

Anticipated Start Date: 9/17/13 Anticipated Completion Date: 1/14/2014

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date and any milestone dates are approximate only, and Olsson reserves the right to readjust its schedule, including, but not limited to, delays caused by Client or delays caused by third parties. Olsson is aware of the County responsibilities and milestone dates and will work to meet all of the requirements for those items which Olsson has control over.

COMPENSATION

4. Compensation for Olsson's services shall be a fixed fee of Seventy-Six Thousand One Hundred Dollars (\$76,100). Olsson shall submit invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date. In the event that the Client provides portions of the work to Olsson and/or if the scope of the work changes, Olsson will work with the Client to adjust the scope of work and/or the compensation to be commensurate with the work completed.

REIMBURSABLE EXPENSE: Olsson's reimbursable expenses for this Project are included in the fixed fee set forth in Paragraph 4 above.

TERMS AND CONDITIONS OF SERVICE

5. We have discussed with you the risks, rewards and benefits of the Project and our fees for services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.
6. If this proposal satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated Project representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

7. By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement.

OLSSON ASSOCIATES

By Michael C. Piernicky
Michael C. Piernicky, PE, PTOE

By Anthony Egelhoff
Anthony Egelhoff, PE

If you accept the preceding proposal and the Agreement,
please sign:

Sarpy County "Client"

By Jim Wan
Title Chairman

Dated: 9/17/13

If different from above,

Client's Designated Project Representative

EXHIBIT "A" to GENERAL PROVISIONS ATTACHED TO
LETTER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND OLSSON, DATED SEPTEMBER 9, 2013

DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS

This is an exhibit attached to and made a part of the General Provisions attached to the Proposed Letter Agreement for Professional Services dated September 9, 2013 between Sarpy County (Client) and Olsson Associates (Olsson) providing for professional services. The Basic Services of Olsson are as indicated below.

GENERAL

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

TASK-1 PROJECT MANAGEMENT

- **Project Management** - This task includes time for overall management and coordination of the project team, coordination with Client staff, coordination with key stakeholders, and preparation of progress reports and invoices in accordance with Client requirements.
- **Progress and Project Review Meetings** - Olsson will schedule and attend four (46) progress meetings. It is anticipated these meetings will occur at Kick-off, and following the 60% submittal and the 90% submittal. Additionally, it is assumed that there will be one additional meeting that will be needed throughout the process.
- **Utility Coordination** - Olsson will schedule and attend up to three (3) utility meetings. It is anticipated these meetings will take place after project Kick-off, 60% and 90% plan submittals in order to discuss possible impacts and relocations with surrounding utility facilities.
- **Permit Coordination** - Olsson will prepare and submit an application for working on State Right-of-Way with the NDOR, in order to complete the improvements at the intersection with Hwy 50/144th Street.

TASK-2 BOUNDARY SURVEY

- **Boundary Survey** – Olsson will conduct a legal boundary survey of the existing properties located in the southeast 1/4 of Section 35, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska. Prepare and file with the appropriate agencies a legal 'Survey Record Drawing' as required by State statute.

TASK-3 DRAINAGE DESIGN

- Olsson will collect past as-built information, surveys, studies, and hydrologic and hydraulic models both for the existing culverts. For both the 24" and 60" CMP culverts, Olsson will review existing hydrologic data and select a design flow for the 50%, 10%, 2% and 1% annual chance flood events. A hydraulic model and analysis will be completed for the existing and proposed structure for each of the four flood events. Olsson will prepare a Technical Memorandum to summarize the data collected, methods and models used, and results for extending or replacing each of the two drainage structures.

TASK-4 WETLAND INVESTIGATION, SECTION 404 AND 401 PERMITTING, AND MIGRATORY BIRD TREATY ACT SURVEY

- **Agency Consultation** – Olsson will consult with resource agencies for information regarding potential Threatened and Endangered Species and/or critical habitat on the site. Information will be requested from United States Fish and Wildlife Service (USFWS) and Nebraska Game and Parks Commission (NGPC). This information will assist in the field effort to determine potential T&E species and/or habitat on the project site. The Nebraska State Historical Preservation Office (SHPO) will be contacted regarding the potential for cultural resources.
- **Wetland Evaluation** - A Jurisdictional Wetland Evaluation will be conducted in accordance with the U.S. Army Corps of Engineers (COE) 1987 Wetland Delineation Manual. The wetland delineation will be conducted within existing county right-of-way along Schram Road between Highway 50 and 150th Street and will include:
 - A review of available existing data including; National Wetlands Inventory Maps, County Soil Surveys and Hydric Soils Lists, USGS Topographic Maps, and Aerial Photos.
 - Field investigations to determine presence/absence of hydrophytic plant species, wetland hydrology, and hydric soils. Routine Wetland Delineation Data Forms will be completed for each sample point location.
 - Color photographs documenting site conditions at the time of field investigations.
 - Mapping of the boundaries of all wetland and other waters using a sub-meter accuracy GPS unit.
- **Wetland Delineation Report and Permit Application** - At the conclusion of the delineation, a wetland report describing the findings will be submitted (if requested) for review by the Client. The report will include text describing wetlands and other waters, color photographs of the site, field data sheets, and maps depicting wetland location(s) and acreage(s). In addition, any findings of Threatened and Endangered Species and/or appropriate habitat will be submitted.

Once the Client has reviewed the delineation report and project plans are available, a Section 404 Pre-Construction Notification for a Nationwide Permit (NWP) will be prepared and submitted to the COE. In addition, coordination with the Nebraska Department of Environmental Quality will be conducted to ensure the project complies with Section 401 of the Clean Water Act and State water quality standards (Title 117, Nebraska Administrative Code).

- **Migratory Bird Treaty Act Survey** - If vegetation clearing is to take place between February 1 and July 15 the USFWS will recommend a migratory bird survey be conducted in order to ensure compliance with the Migratory Bird Treaty Act (MBTA), which prohibits the take of migratory birds and nests. The USFWS and the COE in recent years has increased the awareness and enforcement of the MBTA. Results of the survey will be coordinated with the USFWS.
- **Exclusions** - It is anticipated that this project will qualify for a NWP and have based the fee on this assumption. If it is determined that an Individual Permit is required for this project, additional fees will apply and will be negotiated between the Client and Olsson.

The MBTA survey must be done within one week of clearing/grubbing activities. If clearing/grubbing activities are not completed within that week, additional surveys may be needed. Additional MBTA surveys are not included in the fee.

In addition, this scope does not include detailed endangered species surveys, cultural resources surveys, meetings with the COE or compensatory mitigation documentation / design. If these services are required, additional fees will apply.

- **Schedule** – Field delineation will be completed within 2 weeks of receiving notice to proceed, with the submittal of the delineation report to the Client within 30 days of field work. It is anticipated that within 45 day of the completion of field work a PCN will be submitted to the COE (assuming the engineering design is complete and impacts are known).

TASK-5 GEOTECHNICAL EXPLORATION

- **Field Exploration** - Olsson will use a truck-mounted drill rig to complete a total of six (6) soil test borings for the Schram Road improvements proposed between 150th Street and Nebraska Highway 50. We understand that the improvements will consist of converting the 2-lane gravel surfaced road to concrete pavement without widening the roadway. There are three existing corrugated metal culverts in place now and we assume they will remain undisturbed in their present locations. A recent topographic survey and estimated final grades were used to prepare this proposal. Although the final grading plan has not been developed, we anticipate up to five feet of new cut or fill may be required to achieve final design grades. The soil boring depths and locations reflected in this proposal are summarized as follows:
 - Six (6) soil test borings will be completed to depths of 15 to 25 feet each along the roadway alignment.
 - The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 110 linear feet.

We will contact Diggers Hotline of Nebraska to locate underground public utilities. If Sarpy County is aware of underground utilities in the area that may not be identified by the Diggers Hotline request, we ask that they provide Olsson with that information so we may shift or relocate the soil borings if necessary.

We propose to complete all borings on the gravel road surface although we will decide at the time of drilling whether they are near the shoulders or centerline. Costs associated with site clearing or drill rig access is not included in this scope and fee. We will provide signing and barricading according to approved methods in the MUTCD for the safety of our drillers and passing traffic. It is our intent to maintain at least one open lane or turnout for through traffic during the drilling operations.

Drilling rigs are heavy equipment and some disturbance of existing grades or surface features are possible. This may include, but is not limited to, soil rutting, pavement cracking, or sidewalk distress (if applicable). Although Olsson will attempt to minimize surface distress or damaged pavements wherever possible, no restoration other than backfilling the soil borings and patching pavements with like materials is included in this work scope.

Sampling of soils will be in general accordance with ASTM D-1586 and ASTM D-1587. We will obtain groundwater levels in the test borings while drilling, immediately after drilling, and again within 72 hours after drilling.

- **Laboratory Services** - As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D-2488), unconfined compression tests (ASTM D-2166), thin-walled tube density tests (ASTM D-2937), moisture content tests (ASTM D-2216), Atterberg limit tests (ASTM D-4318), a Standard Proctor test (ASTM D-698), one-dimensional consolidation tests (ASTM D-2435), and mechanical sieve analysis (ASTM D-422).
- **Engineering Analysis and Report Preparation** - Pavement analysis, recommended thickness for standard and heavy duty pavements, recommendations for pavement subgrade preparation, and an estimated CBR value will be provided.
 - Recommendations regarding the thickness, moisture, and compaction criteria for backfill or structural fill. Soil excavation criteria in accordance with OSHA Standards will be included or referenced.
 - Recommendations associated with site preparation and structural fill placement.
 - Subgrade preparation and fill requirements for potential roadway grade changes.
 - Recommendations will be provided for core-out and/or overexcavation of soft or unsuitable soils, if applicable.
 - Analysis of the soils encountered regarding shrink/swell characteristics and the potential for reuse as general fill, compacted structural fill, or utility backfill.
 - Discussion of anticipated groundwater concerns, along with recommendations for addressing these concerns during earthwork and construction, if required.
 - An electronic copy and three (3) bound copies of the Report of Geotechnical Exploration will be provided to the designated Sarpy County representative.

TASK-6 SCHRAM ROAD ROADWAY DESIGN

In general, the extent of this task will include roadway design for Schram Road from approximately 150th Street to approximately Highway 50 (144th Street). The roadway will be designed to a ROA1 standard, 9-inch concrete, two-lane rural section, based on a 50 mph design speed.

- **Site Inspections** - Olsson will conduct site visits as required during the course of the project to verify site features with the proposed design work.
- **Data Collection and Review** - Olsson will assemble and review preliminary data available for the project including as-built information for existing streets, utilities, storm sewers and other features within the project area. This will also include review of existing environmental studies, traffic studies and other study information available that pertains to the proposed improvements that are provided by the client.
- **Plan-in-Hand** - Olsson will schedule and attend a plan-in-hand meeting with the key stakeholders to review the sixty (60) percent roadway design plans. Olsson will prepare and submit a memo following the meeting summarizing the findings and decisions made regarding the project design.
- **Plan Production & Note Reduction** - Olsson will create the necessary plan sheets for inclusion into the plan sets. It is assumed the Consultant will prepare plan sets for two submittals, including 60% and 90% plans. Note reduction effort is for incorporation of additional field survey into the base files for use in developing the final design plans.
- **Control Points & General Notes** - Olsson will prepare horizontal control plans showing the control point tie-ins, benchmark information, and alignment design data for the various roadway segments. General Information plans will be prepared to reduce the amount of information shown on other plan sheets and may include topographic legends, standard notes, earthwork tabular notes, and standard details.
- **Horizontal and Vertical Alignment** - Olsson will establish the horizontal and vertical alignments for the various roadway segments on the project shown on plan and profile sheets.
- **Typical Sections** - Olsson will prepare the typical sections for the ROA1 standard roadway segment, major driveway relocations on the project, and phasing sections as needed.
- **Geometrics** - Olsson will prepare the roadway features and provide geometric sheets that show the alignments and corner radii information for the various roadway segments, intersections, and major driveway relocations on the project.
- **Drainage Plans** - Olsson will design the drainage structures associated with the roadway improvements according to the recommendations provided in the drainage memo. Drainage profiles and cross sections will be prepared for the proposed and existing drainage structures within the project area. Special plans for energy dissipation will be prepared if needed.

- **Roadway Cross Sections** - Olsson will cut cross-sections at twenty-five (25) foot intervals and at such additional intervals as may be necessary to accurately depict the lay of the land, to analyze drainage requirements, and to compute earthwork quantities. Cross sections will also be provided at driveways.
- **Earthwork** - Olsson will calculate the roadway earthwork for the various roadway segments and prepare the appropriate plan sheet information.
- **Limits of Construction** - Olsson will identify and draft the final limits of construction on the plan sheets. These limits will be used to determine any right-of-way or easement needs.
- **Joints & Grades** - Olsson will prepare joint layouts and grades plans for the project. The grades will be located every twenty-five (25) feet along centerline, and at critical spots through intersections.
- **Construction and Removal Plans** - Olsson will prepare construction and removal plans for the project. Construction and Removal tabs will match standard NDOR/City of Omaha pay items.
- **Erosion Control** - Olsson will prepare plans showing location and type of erosion control to be used for the project. The design will meet the requirements set forth in the City of Omaha Erosion Control Manual. A SWPPP and permit applications will be prepared.
- **Construction Phasing** - Olsson will prepare plans showing construction phasing, temporary construction, and completed construction for the build condition.
- **Traffic Control** - Olsson will prepare the required traffic plans, including traffic control, temporary pavement markings, and all required traffic control devices for the build condition.
- **Right-of-Way** - Olsson will provide preliminary right-of-way plans showing permanent acquisitions, temporary construction easements or permanent easements. At this time up to five (5) parcels fall within the project areas, any of which may require right-of-way. Individual Tract maps with legal descriptions which will be prepared for use in acquisitions.
- **Aerial / Wetland Plan** - Olsson will prepare aerial photo sheets showing any previously delineated wetlands, impacted wetlands, and mitigation sites if applicable.
- **Summary of Quantities/Opinion of Probable Costs** - Olsson will compute quantities for each submittal and will submit an opinion of probable cost at the 60% and Final Plans submittals with the plans, using NDOR/City of Omaha standard bid items and unit prices.
- **QA/QC** - Olsson shall conduct internal quality reviews of the design and plan sets during the design of the project.
- **CADD Submittal** - Olsson will submit electronic CADD files to the Client at the completion of the design of the project.

TASK-7 BID PACKAGE DOCUMENTS

- **Special Provisions** - Olsson will prepare necessary special provisions for inclusion into the final bid documents prepared by the Client.
- **Bid Tabs** - Olsson will help prepare bid tabs for inclusion into the final bid documents prepared by the Client.
- **Final Construction Plans** - Olsson will prepare two (2) full size plan sets for inclusion into the final bid documents prepared by the Client.

TASK-8 RIGHT-OF-WAY SERVICES

- **Appraisals** - This task involves preparation of four appraisal reports which will provide values for the land and easements to be acquired. Tom Stevens of Thomas Stevens and Associates will prepare and provide the reports. He is approved by the State of Nebraska Department of Roads to provide appraisal reports for Federal Aid Projects.
- **Acquisition** - Midwest Right of Way Services' acquisition agents will make every effort to understand the project's objective before meeting with the property owner. They will prepare all documents, present and explain the offer, answer all acquisition-related questions, and secure signatures from all interested parties. Our acquisition agent will obtain tenant information from property owners and proceed to obtain signed a leasehold contract, if applicable. Midwest Right of Way Services will perform the services in accordance with the Nebraska Department of Roads Right of Way Manual. Our goal is to acquire the necessary right of way through amicable negotiations. If condemnation is required, Midwest Right of Way Services will deliver the parcel files to Sarpy County and be available for consultation or condemnation testimony.

TASK-9 CONSTRUCTION ENGINEERING

- **Construction Administration** – At the option of the Client, Olsson can provide construction administration services. Final Fee to be added by addendum.
- **Construction Observation** – At the option of the Client, Olsson can provide construction observation services. Final Fee to be added by addendum.
- **Materials Testing** – At the option of the Client, Olsson can provide construction observation services. Final Fees to be added by addendum.

Task	Task Description	Amount	Fee Type
1	Project Management	\$5,000	Lump Sum
2	Boundary Survey	\$2,800	Lump Sum
3	Drainage Design	\$4,500	Lump Sum
4	Wetland Investigation, Section 404 & 401 Permitting, & MBTA	\$9,860	Lump Sum
5	Geotechnical Exploration	\$4,650	Lump Sum
6	Schram Road Roadway Design	\$32,000	Lump Sum
7	Bid Package Documents	\$2,000	Lump Sum
8	Right-of-Way Services	\$15,290	Lump Sum
9	Construction Engineering*	TBD	Lump Sum
Total Contract		\$76,100	Lump Sum

*Optional Services available upon request.

Olsson proposes to provide the above described roadway design services for a lump sum fee of **\$76,100** (Seventy-Six Thousand One Hundred Dollars). This fee would include expenses associated with the design efforts. Items not listed above are not included in this fee and will be considered additional services above and beyond the original scope and will be invoiced at our standard hourly billing rates plus reimbursable expenses.

EXCLUSIONS

Excluded from this scope of services are the following:

- Public involvement
- Utility Relocation Design

SCHEDULE

Upon receiving Notice to Proceed, the Consultant will begin work on the roadway design with estimated milestone dates below:

60% submittal -	10/21/2013
90% submittal -	12/9/2013
Final Bid Documents -	1/14/2014

GENERAL PROVISIONS

These General Provisions are attached to and made a part of a LETTER AGREEMENT or MASTER AGREEMENT, dated July 25, 2013 between Sarpy County ("Client") and Olsson Associates ("Olsson") for professional services in connection with the Sarpy County Schram Road Design, (hereinafter called the "Project").

SECTION 1—OLSSON'S BASIC SERVICES

See Exhibit "A", attached.

SECTION 2—ADDITIONAL SERVICES OF OLSSON

2.1 Unless otherwise expressly included, Olsson's normal and customary engineering services described here or in the LETTER AGREEMENT do not include the following categories of work which shall be referred to as Additional Services.

2.2. If Client and Olsson mutually agree to perform any of the following Additional Services, Client will provide written approval of the agreed upon scope of services, and Olsson shall perform or obtain from others such services and will be paid therefore as provided in the LETTER AGREEMENT. EITHER CLIENT or Olsson may elect not to perform all or any of the following Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project in addition to those required under Basic Services; preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from significant changes in the general scope, extent or character of the Project or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Providing renderings or models.

2.2.5 Preparing documents for alternate bids requested by Client for work which is not executed or for out-of-sequence work.

2.2.6 Detailed consideration of operations, maintenance and overhead expenses; value engineering and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals and valuations.

2.2.7 Furnishing the services of independent professional associates or consultants for work other than Basic Services.

2.2.8 If Olsson's compensation for Basic Services is not on the basis of Direct Labor or Salary Costs, Additional Services shall include services necessary due to the Client's award of more than one prime contract for the Project, services necessary due to the construction contract containing cost plus or incentive-savings provisions, services necessary in order to arrange for performance by persons other than the prime

contractor and those services necessary to administer Client's contract(s).

2.2.9 Services in connection with staking out the work of Contractor(s).

2.2.10 Services during out-of-town travel other than visits to the site.

2.2.11 Preparation of operating and maintenance manuals to supplement Basic Services.

2.2.12 Services to redesign some or all of the Project.

2.2.13 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.

2.3 When required by the Agreement or Contract Documents in circumstances beyond Olsson's control, Olsson shall perform or obtain from others any of the following Additional Services as circumstances require during construction and without waiting for specific instructions from Client, and Olsson will be paid therefore as provided in the Letter Agreement:

2.3.1 Services in connection with work directive changes and change orders to reflect the changes requested by Client if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.3.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor; and evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damage by fire or other causes during construction, (2) a significant amount of defective, inefficient or neglected work by any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project; designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project; examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's service.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Master Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven days' written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property.

3.4.3 Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of Contractor(s)' applications for payment, and any inspection services to determine if Contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from Contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project.

3.7 Contemporaneously with the execution of the LETTER AGREEMENT, Client shall designate in writing an individual to act as its duly authorized Project representative.

SECTION 4—MEANING OF TERMS

4.1 As used herein, the term "this Agreement" refers to these General Provisions, the LETTER AGREEMENT to which these General Provisions refer, and any other exhibits or attachments made a part thereof as if they were part of one and the same document.

4.2 The "construction cost" of the entire Project (herein referred to as "Construction Cost") means the total cost to Client of those portions of the entire Project designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to Client pursuant to Section 3.

4.3 The "Salary Costs": Used as a basis for payment mean salaries and wages (basic and incentive) paid to all Olsson's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.4 "Reimbursable Expenses: The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project, and shall be included in periodic billing as applicable as follows:

<u>Classification</u>	<u>Costs</u>
Automobiles	\$0.565/mile*
Suburbans and Pick-Ups	\$0.75/mile*
Duplication	
In-house	Actual Cost
Outside	Actual Cost+10%
Meals	Actual Cost
Postage & Shipping	
Charges for Project	
Related Materials	Actual Cost
Film and Photo	
Developing	Actual Cost+10%
Telephone and	
Fax Transmissions	Actual Cost+10%
Miscellaneous Materials	
& Supplies Applicable	
only to this Project	Actual Cost+10%
Subconsultants	Actual Cost+10%

* Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

4.5 "Certify" or "a Certification": A statement of Olsson's opinion, based on its observation of conditions, to the best of Olsson's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that Olsson's certification shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.6 "Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the work on the project will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.7 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.8 "Inspect" or "Inspection": The visual observation of the Contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the inspected work, generally conforms to the Contract Documents. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. In making such visual observations, Olsson makes no guarantees for, and shall have no authority or control over, the Contractor's performance or the Contractor's failure to perform any work in accordance with the Contract Documents. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the Contractor.

4.9 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the project made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the drawings.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice of default for any of the following reasons provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

5.1.4 Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days' written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Basic or Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of not less than 10% of Olsson's actual costs incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party who shall be a competent and impartial party and who

shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes, arising out of this Agreement or related to the services provided under this Agreement shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project, provided that if arbitration or litigation is commenced prior to the completion of the Project, the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in the County and State of the project location, or in the State of Olsson's home office, Nebraska.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including Drawings and Specifications prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project and Olsson shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on

any other project. Any reuse without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any drawing, report or data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinions of Cost

Since Olsson 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, Olsson's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Olsson cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Olsson. If prior to the Bidding or Negotiating

Phase Client wishes greater assurance as to Total Project or Construction Costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. Olsson's services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services and paid for as such by Client.

7.4 Controlling Law and Venue

7.4.1 The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska or the State of the project locale. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska or the project State locale.

7.5 Subconsultants

Olsson may utilize as necessary in its discretion Subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.6 Assignment

7.6.1 Client and Olsson each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.6.2 the assigns of Client and Olsson) 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.

7.6.2. Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be 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. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.6.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.7 Indemnity

Olsson and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to

personal injury or property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.8 Limitation on Damages

7.8.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this AGREEMENT. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

7.8.2 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the total amount of Olsson's fees earned under this Agreement. Client acknowledges that such causes include, but are not limited to, Olsson's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

7.9 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

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SUPPLEMENTARY PROVISIONS

INSURANCE/INDEMNITY

Olsson 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 OLSSON 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. OLSSON agrees to indemnify OWNER for claims to the extent caused by OLSSON'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.

NON-DISCRIMINATION CLAUSE

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 2009), Olsson declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2010), in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

SEVERABILITY CLAUSE

It is understood and agreed by the Parties hereto that if any part, term, or provision of this contract is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining terms and conditions, provision or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the contract did not contain the particular part, term, or provisions held to be invalid.

INDEPENDENT OLSSON

The Olsson shall in the performance of the agreement at all times be an independent Olsson and not an employee or agent of the County. The Olsson, its officers, employees and agents shall at no time represent the Olsson to be other than an independent Olsson or represent themselves to be other than employees of the Olsson.

RESIDENCY VERIFICATION

The Olsson agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Olsson 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.