

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

**RESOLUTION AUTHORIZING ENGINEERING AGREEMENT WITH E&A
CONSULTING GROUP, INC. FOR ENGINEERING SERVICES IN CONJUNCTION
WITH A BOX CULVERT AND ROADWAY DESIGN OF GILES ROAD FROM 192ND
STREET TO ½ MILE WEST (PROJECT C77-14-7)**

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers;

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board;

WHEREAS, general supervision and control of the public roads of each county is vested in the County Board by virtue of Neb. Rev. Stat. § 39-1402 (Reissue 2012); and,

WHEREAS, Sarpy County desires to enter into an Engineering Agreement (attached hereto) with the firm of E&A CONSULTING GROUP, INC. for engineering services in conjunction with a box culvert and roadway design of Giles Road from 192nd Street to ½ mile West.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the this Board hereby approves and adopts the Engineering Agreement and associated documents with E&A CONSULTING GROUP, INC. for engineering services in conjunction with a box culvert and roadway design of Giles Road from 192nd Street to ½ mile West.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk are hereby authorized to execute on behalf of this Board, the Engineering Agreement with E&A CONSULTING GROUP, INC., and any other related documents, the same being approved by the Board.

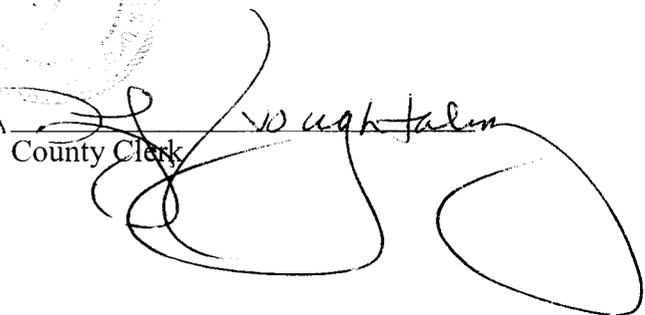
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 15th day of October, 2013.

Attest



County Clerk


Sarpy County Board Chairman


County Clerk

ENGINEERING AGREEMENT

**SARPY COUNTY
PREPARATION OF ENGINEERING PLANS
FOR
BOX CULVERT AND ROADWAY DESIGN
OF
GILES ROAD FROM 192ND STREET TO ½ MILE WEST
C77(14-7)**

THIS AGREEMENT, made and entered into this day of , 20 , by and between the firm of E&A Consulting Group, Inc., a corporation of the State of Nebraska, with offices at 330 N. 117th Street, Omaha, Nebraska, 68154 and hereinafter referred to as the "Consultant," and the County of Sarpy, Nebraska, a body politic and corporate, hereinafter, referred to as the "County".

WITNESSETH:

WHEREAS, the County desires to engage the Consultant to render professional engineering services as hereinafter set forth for the necessary engineering services as required for the preparation of preliminary and final plans and studies for the project listed above, and

WHEREAS, the Consultant is willing to perform such engineering work in accordance with the terms hereinafter provided and does represent that he is in compliance with the Nebraska Statutes relating to the registration of Professional Engineers, and

NOW, THEREFORE, in consideration of these facts, the parties hereto agree as follows:

I. DEFINITIONS

Wherever in this agreement the following terms are used, or pronouns used in their stead, they shall have the meaning here given:

The "EFFECTIVE DATE" of this agreement shall mean the date mentioned in the first paragraph of this document.

"CONSULTANT" or "CONTRACTOR" shall mean E & A Consulting Group, Inc. whose business and mailing address is 330 N. 117th Street, Omaha, Nebraska 68154.

"COUNTY" shall mean the County of Sarpy, Nebraska.

To "ABANDON" the work shall mean that a determination has been made by the County that conditions or intentions as originally existed have changed and that the work as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the work shall mean that it has been determined by the County that conditions or intentions as originally existed have changed and that the work as contemplated herein should be ceased on a temporary basis. This cessation or holding in this undetermined state will prevail until such time as a determination can be made to abandon the work or to reinstate under the conditions as defined in this agreement.

To "TERMINATE" or the "TERMINATION" of this contract shall be the cessation or quitting of this contract based upon action or failure of action on the part of the Consultant as defined herein and as determined by the County.

II. GENERAL DESCRIPTION OF SCOPE AND CONTROL WORK

The Consultant shall, upon receipt of the Notice to Proceed from the County, perform all the services required under this agreement for the project described above and as outlined in the attached Exhibit "A", Schedule of Services, hereby made a part of this agreement.

III. TIME OF BEGINNING AND COMPLETION

The Consultant shall begin work on the project upon receipt of written "Notice to Proceed" from the County. The work on the project shall be completed within 60 days after receipt of the written Notice to Proceed. The time for completion of the work shall be equitably adjusted for delays not the fault of Consultant.

The County shall have 14 calendar days for review of plan documents.

Delays grossly affecting the completion of the work within the time specified for completion attributable to or caused by the Consultant or the County shall be considered as cause for termination of this agreement by the other.

It is hereby mutually agreed that the County has continuing rights to work progress inspections and any and all additions, deletions, changes, elaborations or modifications of the services to be performed under the terms of this agreement which may from time to time be determined by the County as desirable or preferable, shall be controlling and governing.

IV. ABANDONMENT, CHANGE OF PLAN, SUSPENSION AND TERMINATION

The County shall have the absolute right to abandon the project or to change the general scope of work as defined in Section II, at any time. Such action on its part shall in no event be deemed a breach of contract.

The right is reserved by the County to suspend this agreement at any time or to terminate for just cause. Such suspension or termination may be effected by giving the Consultant fifteen (15) days written notice. Should the project be suspended for thirty (30) days or more, Consultant's Fee and time for completion shall be equitably increased.

If the County abandons the work or subtracts from the work as presently outlined, the Consultant shall be compensated on the basis of the percentage completion ratio of the net fee shown in Exhibit "B" plus actual costs as defined in Section VI. In determining the percentage of work completed, the County shall consider the work performed by the Consultant to the total amount of work contemplated by this agreement.

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and study activities and shall make such materials available at his office at all reasonable times during the contract period and for three (3) years from the date of final payment under this Agreement; such records to be available for inspection by the County and copies thereof shall be furnished by the Consultant, if required.

Additions to the scope of work as defined in Exhibit "A" will require negotiation of a supplemental agreement or agreements. For any work beyond the scope of services outlined by Exhibit "A", the Consultant will be required to document the additional work, estimate the cost to complete said work and obtain written approval from the County before such work begins.

V. OWNERSHIP OF ENGINEERING DOCUMENTS

All tracings, plans, maps, computations, sketches, charts and other data prepared or obtained under the terms of this Agreement shall be delivered to and shall become the property of the County without restriction or limitation as to its further use.

VI. FEES AND PAYMENTS

In consideration of the performance of the Engineering Services described in this Agreement, the Consultant shall be paid cost, plus a fixed fee for profit the sum of which shall not to exceed **\$29,799.64** without prior authorization. The fee will consist of a compilation of estimated non-salary cost, indirect non-salary cost and direct salary payroll additives, and subconsultant fees as provided in Exhibit "B", attached.

The fee summarized by task as follows:

Task 1, Survey	\$ 3,812.10
Task 2, Wetland Delineation (subconsultant)	\$ 1,540.00
Task 3, Geotechnical Investigation (subconsultant)	\$1,870.00
Task 4, Drainage Study	\$ 2,795.90
Task 5, Roadway Design	\$ 7,113.85
Task 6, Box Culvert Design	\$ 7,494.17
Task 7, Easement Legal Descriptions	\$ 2,207.33
Task 8, SWPPP Preparation / Permit Application	\$ 1,715.76
Task 9, 404 Permit Application	\$ 1,250.53

Subconsultants cost shall be paid at cost plus a 10% administration fee.

Direct salary costs are defined as direct salaries paid to principals, engineers, technicians, draftsmen and other personnel directly assigned by the Consultant to this project.

Indirect salary costs are defined as actual wages paid to all employees, clerical and stenographic, administrative and supervisory of the Consultant for work not directly chargeable to individual contracts.

Direct non-salary costs include, but are not limited, to those costs incurred by the Consultant for travel, subsistence, supplies, reproductions, photography, printing, computer charges, subcontractors, special equipment and materials required for this project and such other similar items.

Indirect non-salary costs are all non-salary costs of the Consultant's business operations, which are not directly chargeable to individual contracts.

The direct salary payroll additives are related costs which are paid by the Consultant such as Social Security and unemployment taxes, wages paid for vacations and holiday, wages paid for sick, military, jury and other authorized leave, group insurance, pension and so forth.

For the purposes of calculating the general and administrative overhead cost under this Contract, the sum of the indirect additives shall be 1.60 times the direct salary costs.

For the purposes of calculating the fixed fee for profit, 13 percent of the general and administrative overhead cost, plus the direct salary cost shall be added.

The Consultant shall submit monthly invoices, which shall be based on the percentage of work completed during the calendar month. The monthly payments shall be based upon the satisfactory prosecution of the work and shall be substantiated by monthly progress reports. The Consultant shall submit a final voucher for the project no later than 30 days after the completion of the project.

The acceptance by the Consultant of the final payment shall release the County for all claims and any liability to the Consultant, his representatives and assigns for any and all things done, furnished or relating to the services rendered by the Consultant under or in connection with this Agreement or any part thereof.

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and study activities and shall make such materials available at his office at all reasonable times during the contract period and for three (3) years from the date of final payment under this Agreement; such records to be available for inspection by the County and copies thereof shall be furnished by the Consultant, if required.

The Consultant shall be responsible to determine when his actual costs shall exceed the anticipated costs for any work activity. In such event, the Consultant must immediately notify the County in writing.

The Consultant shall also be responsible to determine when a change in the work scope necessitates an increase in the fee. When the Consultant determines that an increase is in order, he will be required to estimate the additional costs necessary to complete the additional work, document the reasons for this increase and receive prior approval from the County in writing before expenditures beyond the contract maximum. The County shall not be obligated to reimburse the Consultant for costs, which have not been approved in excess of the contract maximum.

VII. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that he has not employed or retained any company or person, other than bona fide employees working for the Consultant, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to deduct from the Agreement price or consideration, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

VIII. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the County from all Claims and Liability due to the negligent activities of himself, his agents or his employees. In this connection, the Consultant will carry insurance in the following kinds and amounts.

1. Comprehensive Auto Liability: \$1,000,000 Combined single limit for each accident
2. Comprehensive General Liability: \$1,000,000 for each occurrence. If the coverage contains a general aggregate, the limit is a minimum of \$2,000,000; and the products/completed operations limit is a minimum of \$2,000,000 as well.
3. Workers Compensation and Employers Liability: the minimum coverage limits under the statute for Coverage A – Workers compensation; and \$500,000 each accident for Coverage B, Employers Liability.
4. Professional Liability: Total limits of \$1,000,000 per occurrence and \$2,000,000 aggregate coverage per year.

The insurance specified above shall be maintained until the Consultant's work has been completed and accepted by the County. The Consultant shall furnish proof of insurance coverage, if requested by the County.

IX. NON-RAIDING CLAUSE

The Consultant shall not engage the services of any personnel or persons presently in the employ of the County for work covered by this Agreement without the written consent of the employer of such persons.

X. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all Federal, State and Local laws and ordinances applicable to the work.

XI. PROFESSIONAL REGISTRATION AND SUBCONTRACTS

The Consultant hereby agrees to comply with all Federal, State and Local laws and ordinances applicable to the work.

The Consultant hereby agrees to affix the seal of a registered professional engineer licensed to practice in the State of Nebraska on all reports and plans prepared hereunder except for those plans designed by the County.

The Consultant agrees to provide these professional services using staff personnel with specialized skills, experience, and professional qualifications. Any work subcontracted other than that specifically provided by this Agreement shall first have the written approval of the County.

XII. ORGANIZATION CHART

The Consultant shall furnish an organization chart of all key personnel who will be involved in this project as outlined in this Agreement. Any deviations or revisions in personnel as shown in the project organization chart shall be subject to the prior approval of the County. All personnel revisions or replacements shall be made with people of equal ability and experience, in the opinion of the County, and failure of the Consultant to provide capable replacements to the satisfaction of the County shall be basis for termination of the Contract and the method of Contract settlement shall be as outlined in Section IV. The project organization chart is as shown in Exhibit "C" hereto, and made a part of this Agreement.

XIII. ARBITRATION

Any disputes between the County and the Consultant not disposed of by this Agreement between the parties may be settled by arbitration as provided by Section 25-260 et. seq, Nebraska Reissue, Revised Statutes of 1943.

XIV. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the provisions of the Nebraska Fair Employment Act of 1965, R.R.S. 1943, 48-1101 through 48-1125.

XV. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on successors and assigns of either party.

XVI. SUBLETTING, ASSIGNMENT OR TRANSFER

Subletting, assignment or transfer of all or part of the interest of the consultant is hereby prohibited unless prior written consent of the other parties is obtained therefor

XVII. NONDISCRIMINATION

See Addendum.

XVIII. CONTRACT

The work will begin within one week of the notice to proceed.

XIX. UNEMPLOYMENT COMPENSATION FUND PAYMENTS

Before final payment is made by the County to the Consultant of the final three percent (3%) due hereunder, the Consultant shall furnish the County a written clearance from the Commissioner of Labor of the State of Nebraska certifying that all payments due of contributions or interest which may have arisen under this contract have been paid by the Consultant, or its subcontractor to the Unemployment Compensation Fund of the State of Nebraska.

XX. COUNTY SUPERVISION

It is hereby mutually agreed that the County shall have responsible supervision of all the services included herein, but no employee of the Consultant or any of its subcontractors or of persons working under the Consultant's direction is or shall be deemed to be an employee of the County. The Consultant shall at all times have or cause to have in force Workers Compensation insurance covering all its employees and those of any subcontractor and those of anyone under its direction and control.

XXI. PAYMENT FOR SERVICES, MATERIAL AND EQUIPMENT

The Consultant agrees to pay all persons, firms or corporations, having contracts directly with the Consultant or with subcontractors of Consultant, all just claims due them for the payment of services, material and equipment furnished, and for the payment of material and equipment rental which is actually used or rented in the performance of this contract.

XXII. ASSESSMENT FOR TAXATION

Consultant shall comply with, and shall cause to be complied with Section 77-1323, Reissue Revised Statutes of Nebraska, 1943, as amended and shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the County where assessed. During the performance under this contract, additional such statements shall be furnished by the Consultant as may be required by such law or as may be required by the County or its authorized agent.

XXIII. AMENDMENTS OR ADDITIONS

No amendments or additions shall be made to this Agreement except in writing. Future agreements between the parties must likewise be in writing.

XXIV. FINANCIAL INTEREST

See Addendum.

XXV. CONTRACT PHASES

The Consultant agrees, pursuant to this Contract, to perform the work as identified in Exhibit "A", hereby made a part of this agreement. The County reserves the right to enter into a Supplemental Agreement with the Consultant. Said Supplemental Agreement shall cover the services required of the Consultant in performing Construction Observation and Project Management Services, for a fee to be negotiated at a later date.

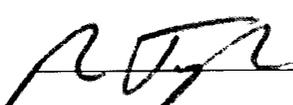
XXVI. VERIFICATION CLAUSE

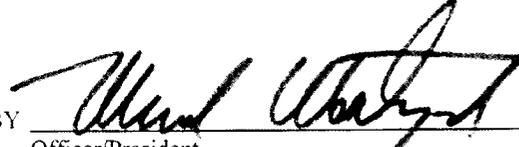
The Consultant agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Consultant is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services 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, the parties hereto have caused presents to be executed by their proper officials thereunto duly authorized as to the dates below indicated.

EXECUTED by the Consultant this 9 day of OCT, 20 13

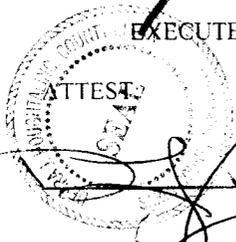
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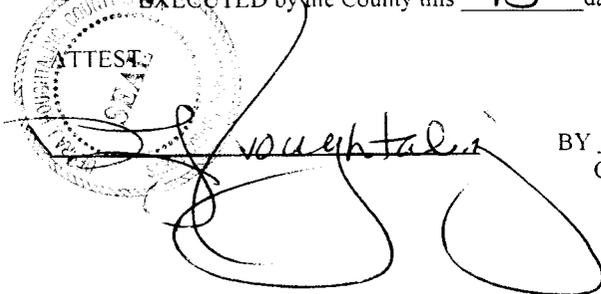


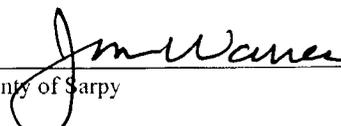
BY 

Officer/President

EXECUTED by the County this 15th day of October, 20 13.





BY 

County of Sarpy

SCOPE OF WORK EXHIBIT A

BOX CULVERT AND ROADWAY DESIGN OF GILES ROAD FROM 192ND STREET TO ½ MILE WEST

Section A - Project Understanding

We understand the project will consist of grading Giles Road from its intersection with 192nd Street to approximately ½ mile west to improve sight distance. The improvements will include grading to widening the roadway section to accommodate future construction of a three-lane paved rural section. In the interim, the roadway will be surfaced with crushed rock. The work will include replacement of the existing CMP culvert crossing Giles located approximately 1,550 feet west of the intersection.

The services E&A Consulting Group, Inc. proposes to provide include the collection of additional topographic data, delineation of adjacent wetlands/bed and bank, a geotechnical investigation to support the box culvert design, a drainage study, design of the Giles Road vertical profile and roadway grading, design of a typical reinforced concrete box culvert, preparation of legal descriptions of easements/right-of-way acquisition, preparation of a SWPPP or Permit Modification as necessary, preparation of the 404 permit application. This scope of these services is defined in detail in the following sections of this proposal. Exhibit B Contains a summary of the fees for the services identified in this document.

Section B - Scope of Services

Task 1 – Survey:

E&A will review existing preliminary design information related to the project, including existing topographic survey, MAPA LIDAR data, and utility information. E&A staff will visit the project site to conduct a field verification to review adequacy of existing information. Additional topographic information to supplement the currently available data will be collected as required. This will include additional points to define the channel bed crossing Giles Road, and surrounding monuments needed to prepare legal descriptions for easements and right-of-way acquisition (if needed).

Task 2 – Wetland Delineation:

E&A will provide, through our sub-consultant Eco-Centrics Inc., a wetland delineation of the area that will be impacted by construction of the culvert and roadway embankment. This information will be necessary to assess wetland and bed & bank impacts and must be provided with the 404 Permit Applications to the USACE.

Task 3 – Geotechnical Investigation:

E&A will sub-contract with ISG Associates, Inc, to perform a geotechnical investigation. This investigation is needed to evaluate settlement potential under the deep fill over the proposed box culvert, and provide the soil parameters needed for its structural design.

The scope of the investigation will include one 30' boring drilled near the culvert. Soil samples will be collected throughout the depth. Laboratory tests will be performed to assess the settlement potential resulting from the new embankment.

A report sealed by a registered Civil Engineer in the State of Nebraska with the findings will be provided. This report will include recommended soil design parameter for use in structural design of the box culvert.

Task 4 – Drainage Study:

E & A will prepare a drainage study and culvert size analysis using the methodology and criteria established in the 2006 City of Omaha Drainage Design Manual to determine the hydraulic design of the culvert. Unless directed otherwise by the County Engineer, E & A will size the culvert to pass a 50-year event with headwater limited to 2' below the roadway edge. The design will also consider discharge velocities so that discharge rates can be reasonably dissipated with a typical NDOR riprap type dissipation structure. The culvert will also be sized to limit the depth of overtopping the roadway during the 100-year event to no more than 6" inches.

Task 5 – Roadway Design:

E&A will design and prepare construction drawings for Giles Road to improve the roadways sight distance to a 50mph design speed, in accordance with the criteria found in "A Policy on Geometric Design of Highways and Streets, AASHTO, 6th Edition". The cross section of the road will be designed to accommodate a future 3-lane rural section with consideration for future widening to a four lane divided ultimate section. The plans will include surfacing the roadway with crushed rock; drainage will be accomplished through roadside ditches. The drawings will reference NDOR standard specifications; special provisions will be prepared as needed. Cost estimates will be prepared at the 30%, 60%, and 90% submittal. A final engineering estimate will be provided with the 100% plans.

If requested, E&A will hold a Project Kickoff Meeting with Sarpy County Public Works for the purpose of understanding project performance objectives, design assumptions and parameters and design elements. Additional meetings will be held with Public Works and other stakeholders throughout the course of the project. Anticipated meetings include:

- Preliminary Plan (30% submittal) review
- Pre-Final Plan (60% submittal) review meeting
- Construction Kickoff meeting

Task 6 – Box Culvert Design:

E&A will prepare the structural and geometric design of the box culvert and prepare construction drawings and cost estimates. The culvert size will be based to design events as outlined in the Drainage Study completed under Task 4.

Construction drawings will reference current NDOR Standard Specifications and E&A will prepare special provisions as required. At Public Works preference, these drawings and technical provisions will be delivered as either a separate construction set, or combined with the Roadway design drawings in a single set.

Task 7 – Easement Legal Descriptions:

E&A will prepare legal descriptions for the individual easements or right-of-way acquisition required for the project.

The following is the list of easements expected to be needed:

- One temporary grading easement with one property owner on the north side of Giles Road
- One temporary grading easement with one property owner on the south Side of Giles Road
- One Permanent Easement or Right-of-way acquisition for the box culvert on the north Side of Giles Road
- One Permanent Easement or Right-of-way acquisition for the box culvert on the south Side of Giles Road

Task 8 – SWPPP Preparation / Permit Application:

The project area disturbs an area greater than 1 acre; therefore a Stormwater Pollution Prevention Plan (SWPPP) and Grading Permit will be required. E&A will prepare a SWPPP Site Map, Narrative, and Grading Permit Application and submit the documents to the Papillion Creek watershed Partnership. E&A will also prepare and submit an NDPES Notice of Intent and Location Map to the NDEQ.

Task 9 – 404 Permit Application: E&A will provide.

The new box Culvert and embankment construction will impact jurisdictional wetlands and waters of the US, therefore a 404 permit will be required before construction in that area can proceed. Utilizing the information provided within the wetland delineation report completed under Task 2 and the Design Plans completed in Tasks 5 and 6, E&A will prepare and submit an Application to the USACE for a 404 permit.

The current information suggests that wetland impacts will be minor likely not requiring mitigation. However, bed and bank impacts do have the potential to trigger an individual permit and possibly mitigation. The scope of the proposed services and the estimated costs do not include design of channel or wetland mitigation.

SECTION C - Additional Services

E&A can provide erosion control monitoring, construction staking, and construction administration services if requested.

SECTION D - Assumptions and Excluded Services

Not included in this proposal is design of reinforced retaining walls, permit fees (if applicable), negotiations with property owners, project letting, erosion control monitoring, construction staking, and construction administration. Also excluded from this scope of our services is the design of wetland or channel mitigation or redesign of the culvert due to 404 permit requirements or limitations.

FEE SUMMARY
ROADWAY DESIGN
Giles Road - from 192nd Street to 1/2 Mile West
SARPY CO. NO. C77(14-7)
E&A M2010.083.004

1. SURVEY

GRADE LEVEL	HOURS	RATE	AMOUNT
Project Mgr.	1	\$61.65	\$61.65
Survey Tech.	8	\$22.66	\$181.28
Reg. L.S.	4	\$35.02	\$140.08
2-Man Crew	20	\$45.23	\$904.60
TOTAL	33		\$1,287.61
General & Admin. O.H.	1.62		\$2,085.93
Gen. & Adm. O.H. + Labor Cost			\$3,373.54
Fixed Fee for Profit	0.13		\$438.56
Total Fee - Surveying			<u>\$3,812.10</u>

2. WETLAND DELINEATION (Subconsultant)

1.1 X Cost	1,400.00	1,540.00
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3. GEOTECHNICAL INVESTIGATION - (Subconsultant)

1.1 X Cost	1,700.00	1,870.00
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4. DRAINAGE STUDY

GRADE LEVEL	HOURS	RATE	AMOUNT
Project Mgr.	1	\$61.65	\$61.65
Sr. Engineer	16	\$40.31	\$644.96
Senior Engr. Tech.	8	\$29.72	\$237.76
TOTAL	25		\$944.37
General & Admin. O.H.	1.62		\$1,529.88
Gen. & Adm. O.H. + Labor Cost			\$2,474.25
Fixed Fee for Profit	0.13		\$321.65
Total Fee-Final Drainage Study			<u>\$2,795.90</u>

5. ROADWAY DESIGN

GRADE LEVEL	HOURS	RATE	AMOUNT
Project Mgr.	4	\$61.65	\$246.60
Sr. Engineer	24	\$40.31	\$967.44
Senior Engr. Tech.	40	\$29.72	\$1,188.80
TOTAL	68		\$2,402.84
General & Admin. O.H.	1.62		\$3,892.60
Gen. & Adm. O.H. + Labor Cost			\$6,295.44
Fixed Fee for Profit	0.13		\$818.41
Total Fee-Final Roadway Design			<u>\$7,113.85</u>

6. Box Culvert DESIGN

GRADE LEVEL	HOURS	RATE	AMOUNT
Project Mgr.	2	\$61.65	\$123.30
Senior Strutural Engineer	40	\$45.34	\$1,813.60
Senior Engr. Tech.	20	\$29.72	\$594.40
TOTAL	62		\$2,531.30
General & Admin. O.H.	1.62		\$4,100.71
Gen. & Adm. O.H. + Labor Cost			\$6,632.01
Fixed Fee for Profit	0.13		\$862.16
Total Fee-Final Box Culvert Design			<u>\$7,494.17</u>

7. EASEMENT LEGAL DESCRIPTIONS

GRADE LEVEL	HOURS	RATE	AMOUNT
Project Mgr.	1	\$61.65	\$61.65
Survey Tech.	24	\$22.66	\$543.84
Reg. L.S.	4	\$35.02	\$140.08
TOTAL	29		\$745.57
General & Admin. O.H.	1.62		\$1,207.82
Gen. & Adm. O.H. + Labor Cost			\$1,953.39
Fixed Fee for Profit	0.13		\$253.94
Total Fee - Legal Descriptions			<u>\$2,207.33</u>

8. SWPPP Permit Application

GRADE LEVEL	HOURS	RATE	AMOUNT
Project Mgr.	1	\$61.65	\$61.65
Sr. Engineer	4	\$40.31	\$161.24
Senior Engr. Tech.	12	\$29.72	\$356.64
TOTAL	17		\$579.53
General & Admin. O.H.	1.62		\$938.84
Gen. & Adm. O.H. + Labor Cost			\$1,518.37
Fixed Fee for Profit	0.13		\$197.39
Total Fee-Final Box Culvert Design			<u>\$1,715.76</u>

9. 404 Permit Application

GRADE LEVEL	HOURS	RATE	AMOUNT
Project Mgr.	1	\$61.65	\$61.65
Sr. Engineer	6	\$40.31	\$241.86
Senior Engr. Tech.	4	\$29.72	\$118.88
TOTAL	11		\$422.39
General & Admin. O.H.	1.62		\$684.27
Gen. & Adm. O.H. + Labor Cost			\$1,106.66
Fixed Fee for Profit	0.13		\$143.87
Total Fee-Final Box Culvert Design			<u>\$1,250.53</u>
		TOTAL PROJECT FEES	<u>\$29,799.64</u>

ORGANIZATION CHART EXHIBIT C

E&A Consulting Group, Inc.

Project Manager
Mark Westergard, PE

Survey
Eric Schaben, RLS

Roadway Design
Robert Taylor, PE

Box Culvert Design
Joseph Ficenece, PE

Subconsultants

Geotechnical
Tom Strauss, PE
ISG and Associates
4722 South 135th Street
Omaha, NE
402-614-6957

Wetland Delineation
George R. Cunningham
Eco-Centrics
8175 Camden Ave
Omaha, Nebraska 68134
402.561.9422 home
402.669.2236 cell

ADDENDUM TO ENGINEERING AGREEMENT

- I. SCOPE OF AGREEMENT: The Agreement, Exhibit A, Exhibit B, Exhibit C, and Addendum (collectively “Agreement”) contain the entire Agreement between the County and the Consultant, and there are no other written or oral promises, contracts or warrants which may affect it. The Agreement cannot be amended except by written agreement of both the County and the Consultant.

- II. SAVINGS CLAUSE: The Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and the Consultant hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and the Consultant shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.

- III. HOLD HARMLESS: The Consultant agrees to hold harmless and indemnify the County, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and all expenses incident thereto, for injuries to persons, for civil rights liability, and for loss of, damage to, or destruction of property arising out of or in connection with this Agreement and proximately caused by the negligent acts or omissions of the Consultant, its officers, employees, assignees, or agents. Any liability on the part of the County is limited to the extent provided by the Nebraska Political Subdivisions Tort Claims Act and any other applicable provisions of law. The County does not assume liability for the actions of the Consultant.

- IV. INDEPENDENT CONTRACTOR STATUS: It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the parties. Any and all acts that either party or their personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Neither party nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers’ compensation insurance. Each party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers’ compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither party shall have any authority to bind the other by or with any contract or agreement, nor to impose any

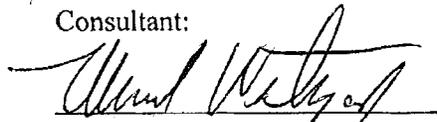
liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

- V. **NONDISCRIMINATION CLAUSE:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have 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.*, in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.
- VI. **CONFLICT OF INTEREST:** Pursuant to Neb. Rev. Stat. § 23-3113, the Parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of services pursuant to this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- VII. **NOTICE:** Notice to the County and the Consultant shall be given in writing to the agents for each party named below.

County:

Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046

Consultant:


E&A Consulting Group, Inc.
330 N. 117th Street
Omaha, NE 68154