

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING MASTER AGREEMENT WITH SNYDER AND ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES

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

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

WHEREAS, Sarpy County desires to enter into a Master Agreement (“Agreement”) with Snyder and Associates, Inc. for professional engineering services, a copy of the Agreement is attached hereto; and,

WHEREAS, entering into the Agreement with Snyder and Associates, Inc. is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Chairman of this Board, together with the County Clerk, is hereby authorized to execute on behalf of this Board the Master Agreement for professional services with Snyder and Associates, Inc., a copy of which is attached, and any other related documents, the same being approved and adopted by the Board.

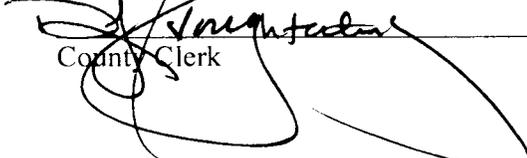
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 17 day of June, 2014.

Attest

SEAL




Sarpy County Board Chairman


County Clerk

**PROFESSIONAL SERVICES AGREEMENT
VARIOUS ENGINEERING TASKS
SARPY COUNTY, NEBRASKA**

I. NAME OF PARTIES OF THE AGREEMENT

This Agreement, made and entered into this 17th day of June, 2014 by and between, Sarpy County, a body politic and corporate hereinafter called "OWNER" and Snyder & Associates, Inc., a corporation, hereinafter called "ENGINEER" as follows:

II. NAME OF PROFESSIONAL SERVICE

The OWNER shall retain the ENGINEER to complete Professional Services for the preparation of engineering surveys, preliminary design, final design, construction plans and specifications, contract documents, and construction services as required for various projects, hereinafter called the "TASKS"

III. SCOPE OF WORK

A. GENERAL

The ENGINEER shall provide Professional Services as required to complete the preparation and assembly of TASKS as requested by the OWNER.

B. ENGINEERING SERVICES

The ENGINEER will provide the various Engineering Services and may include the following or provide additional Engineering Services not listed as requested by the Owner for each individual TASK. Payment shall be made as specified in Article VI of this Agreement.

1. Engineering Surveying and Land Surveying
2. Design Services
3. Bid Phase Services
4. Construction Phase Services
5. Other Services as Requested by the Owner

IV. RESPONSIBILITY OF THE OWNER

At its own expense, the OWNER shall have the following responsibilities regarding the execution of the Contract by the ENGINEER.

A. PROJECT OFFICER

The OWNER shall name a Project Officer to act as the OWNER's representative with respect to the work performed under this Agreement. All correspondence with OWNER relating to the TASK shall be directed to the Project Officer and the Project Officer shall be invited to all progress meetings and other meetings called during the execution of the TASK.

B. PROMPT RESPONSE

To prevent an unreasonable delay in the ENGINEER's work, the OWNER will examine all reports, drawings, specifications, and other documents and will provide authorizations in writing to the ENGINEER to proceed with work within a reasonable time period.

V. WORK SCHEDULE

The TASK, from design through plans submittal, shall be performed by the ENGINEER in accordance with a schedule mutually developed by the OWNER and ENGINEER. The ENGINEER shall not be responsible for delays in the schedule which are beyond the ENGINEER's control.

VI. COMPENSATION AND TERMS OF PAYMENT

The OWNER shall pay the ENGINEER in accordance with the terms and conditions of this Agreement.

A. ENGINEERING SERVICES

As set forth in Article III (B) the Engineering fees for Services requested by the OWNER shall be on the following basis when applicable:

SCOPE OF SERVICES	FEE BASIS
1. Definition of Problem Scope of Project	Hourly not to exceed negotiated maximum.
2. Survey	Lump Sum
3. Design a. Preliminary b. Final	Lump Sum

4. Bid Phase	Lump Sum
5. Construction	Hourly not to exceed
a. Observation	negotiated % of con-
b. Management	struction (average of
c. Staking	two low bidders).
6. Outside Consultants/Testing	Billed as per invoice.
7. ROW, Easements, Outside permits, Assessment	Hourly

Actual TASK fees will be determined per TASK and approved by a supplemental agreement.

B. ADDITIONAL SERVICES

Additional Services shall be performed as requested in writing by the OWNER and shall be in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule in affect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.

VII. METHOD OF PAYMENT

- A. The ENGINEER shall submit billings for Basic, Construction and Additional Services to the OWNER on a thirty (30) day basis under separate cover and shall be paid by the OWNER within fourteen (14) days after approval by Sarpy County, Nebraska. The OWNER shall pay the ENGINEER a percentage of the total fee for each phase or a cost not to exceed the amount shown in accordance with the schedule shown below.
- B. Billings shall include sufficient documentation to explain the charges. All billing shall be accompanied by a Billings Information Report on a form provided to the ENGINEER by the OWNER.

VIII. TERMINATION OF AGREEMENT

The ENGINEER or OWNER may, after giving seven (7) days written notice to the other party, terminate this agreement and the ENGINEER shall be paid for services provided to the termination notice date, including reimbursable expenses due, plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination.

IX. CONFLICT OF INTEREST

No elected official or employee of the OWNER who exercises any responsibilities in review, approval, or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his or her direct or indirect personal or financial interest.

X. ASSIGNABILITY

The ENGINEER shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the OWNER.

XI. TITLE TRANSFER

All drawings, specifications and other work products of the TASK are instruments of services for the TASK only and shall remain the property of the ENGINEER. The ENGINEER may deliver to the OWNER, at the OWNER's request, paper or electronic media copies of documents prepared in accordance with this Agreement. The OWNER may make hard copies or electronic copies of these documents for purposes supporting the intended use of the project. Any reuse or modification of the documents supplied by ENGINEER for purposes of the TASK, including electronic media will be at the recipient's risk and responsibility. Electronic media will be provided as is without warranty, and it shall be the OWNER'S responsibility to reconcile this electronic data with the paper plans, and that the paper plans shall be regarded as legal documents for the TASK.

XII. CONFIDENTIALITY

No reports, information, and/or data given to or prepared or assembled by the ENGINEER under this Agreement shall be made available to any individual or organization by the ENGINEER without prior written approval of the OWNER.

XIII. INDEMNIFICATION

The ENGINEER agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all claims including reasonable attorneys' fees and defense costs arising out of the negligent acts, errors, or omissions of the ENGINEER, its officers, agents, and employees in the execution of the services specified in this Agreement.

In recognition of the relative risks and benefits of the project to both the County and ENGINEER, the risks have been allocated such that the County agrees, to the fullest extent permitted by law, to limit the liability of the ENGINEER and their sub-consultants to the OWNER and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the ENGINEER and their sub-consultants to all those named shall not exceed \$2,000,000.00. Such claims and causes include negligence, professional errors or omissions, strict liability, breach of contract or warranty.

XIV. INSURANCE

The ENGINEER shall maintain insurance to protect the ENGINEER from claims under Workmen's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the ENGINEER is legally liable. The amounts and extent of such insurance is as follows:

- | | |
|--|---|
| 1. Professional Liability - | \$ 2,000,000 each claim; 2,000,000 aggregate |
| 2. Vehicle Coverage -
Bodily Injury | \$ 1,000,000 combined single limit (each accident) |
| 3. Worker's Compensation - | Statutory limits as required by the state of Nebraska
Employers Liability - \$ 100,000 each accident |
| 4. General Liability - | \$ 1,000,000 each occurrence and 2,000,000 aggregate |

XV. ARBITRATION

Any controversy or claim arising out of this Agreement may, if both parties agree, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

The cost of the arbitration, if any, will be divided equally between the OWNER and the ENGINEER.

XVI. ENGINEER'S RESPONSIBILITY

The ENGINEER shall be responsible for the professional quality and technical accuracy of all services furnished by the ENGINEER under this Agreement, except for that work provided by OWNER. The ENGINEER shall, without additional compensation, correct or revise any error or deficiencies in his work. Approval of the OWNER of any such work shall not in any way relieve the ENGINEER of responsibility for the technical accuracy and adequacy of said services. The OWNER's review, approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

XVII. COMPLETENESS OF THE AGREEMENT

This document contains all terms and conditions of this Agreement and any alteration shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement. There are no understandings, representations, or agreements, written or oral, other than those incorporated herein.

XVIII. ENGINEER'S CERTIFICATION OF REPORT

The ENGINEER shall place his certification on the Contract Documents, all in conformity with Chapter 6.1, Nebraska ENGINEERS and Architects Regulation Act.

XIX. COMPLIANCE & REGULATIONS

During the performance of the contract, the ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the "ENGINEER") agrees as follows:

1. Compliance with Regulations: The ENGINEER shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by referenced and made a part of this contract.
2. Nondiscrimination: The ENGINEER, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "B" of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the ENGINEER for work to be performed under a subcontract, including procurement of materials or leases or equipment, each potential subcontractor or supplier shall be notified by the ENGINEER of the ENGINEER's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. Information and Reports: The ENGINEER shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Sarpy County, the Nebraska Department of Roads or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of an ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to Sarpy County, the Nebraska Department of Roads or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the ENGINEER's noncompliance with the nondiscrimination provisions of this contract, Sarpy County shall impose such contract sanctions as it, the Nebraska Department of Roads or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

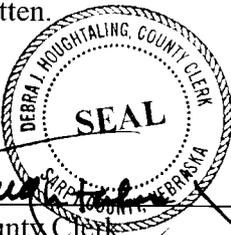
- a. withholding of payments to the ENGINEER under the contract until the ENGINEER complies; and/or,
- b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The ENGINEER shall include the provisions of Paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The ENGINEER shall take such action with respect to any subcontract or procurement as Sarpy County, the Nebraska Department of Roads or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event an ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the ENGINEER may request Sarpy County or the Nebraska Department of Roads to enter into such litigation to protect the interest of Sarpy County or the Nebraska Department of Roads; and, in addition, the ENGINEER may request the United States to enter into such litigation to protect the interests of the United States.

7. Residency Verification Clause: The ENGINEER agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The ENGINEER 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 have signed this Agreement as of the day and the year first above written.

ATTEST:



[Handwritten signature]
Sarpy County Clerk

OWNER

By *[Handwritten signature]* 6-17-14
Sarpy County Board Chairman

ATTEST:

[Handwritten signature]
Sarpy County Attorney/Deputy

ENGINEER
SNYDER & ASSOCIATES, INC.

By *[Handwritten signature]*
Michael G. Geier, Regional Manager