

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

**RESOLUTION AUTHORIZING CHAIRMAN TO SIGN INTERLOCAL AGREEMENT WITH
DOUGLAS COUNTY AND THE CITY OF OMAHA TO SHARE THE COST OF
PROFESSIONAL DESIGN SERVICES FOR THE DESIGN OF HARRISON STREET FROM
147TH TO 157TH STREET**

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);

WHEREAS, via Resolution 2014-174, the County and OLSSON AND ASSOCIATES previously executed an agreement ("Agreement") for professional engineering services in conjunction with the design and development of construction documents for a project on Harrison Street from 147th Street to 157th Street;

WHEREAS, the County, Douglas County, and City of Omaha wish to enter into the attached interlocal agreement ("Interlocal Agreement") to share the cost of the professional engineering services to be performed under the Agreement; and

WHEREAS, entering into the Agreement is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT pursuant to the statutory authority set forth above, the Chairman of the Board, together with the County Clerk, are hereby authorized to execute on behalf of the Board, the attached Interlocal Agreement.

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 24th day of

June, 2014.


Sarpy County Board Chairman

Attest:

SEAL


County Clerk *Chief Deputy*



**INTERLOCAL COOPERATION AGREEMENT FOR PROFESSIONAL
SERVICES FOR THE DESIGN OF HARRISON STREET 147TH TO 157TH
STREET**

This Agreement is by and between the County of Sarpy, Nebraska and the County of Douglas and the City of Omaha, Nebraska.

WHEREAS, the parties hereto are political subdivisions, duly authorized and existing under the laws of the State of Nebraska; and,

WHEREAS, the population growth in the area of Harrison Street between 144th and 157th Street has created an increased volume of traffic; and,

WHEREAS, the Parties wish to engage a consultant to provide professional services to produce and provide a complete set of construction plans including right of way plans for the reconstruction of Harrison Street between 144th to 157th Street in northern Sarpy County, and

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, *et seq.* (Reissue 2012), the Parties wish to permit their local government units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES, PURSUANT TO NEB. REV. STAT. § 13-807 (REISSUE 2012), AS FOLLOWS:

- I. This Agreement shall expire upon the performance of all the obligations of the parties as described herein.
- II. No separate legal or administrative entity will be created hereunder. Existing agents of the respective Parties will complete the terms of this contract. It shall be administered jointly by the parties, through a representative to be designated by each party. There shall be no jointly held property as a result of this Agreement. Each party shall separately finance and budget its own obligations under this Agreement. This Agreement does not authorize the levying, collecting or accounting of any tax.

- III. The purpose of this Agreement is to share the cost for Professional Services to provide and produce a set of construction plans including right of way for the reconstruction of Harrison Street between 144th to 157th Street which resides in the jurisdiction of the parties, hereinafter "The Project." Attached as exhibit "A" is a proposal for The Project, the description of which is incorporated herein by reference.
- IV. The Project will be financed as may be provided for by law for each of the respective Parties. This Agreement may be amended as may be required for purposes of aiding a party hereto in financing its obligations under this Agreement.
- V. Termination of this Agreement shall properly occur on the completion of the Project.
- VI. Sarpy County shall serve as the lead agent for the purposes of completion of the Project. A consultant has been selected for the professional services as shown in Exhibit "A", and Sarpy County shall enter into the appropriate contract with said consultant. Said contract for professional services shall be in conformance with the terms of Exhibit "A". Sarpy County shall be responsible for payments due to said consultant under said contract, but shall be entitled to partial reimbursement of said payments as described in paragraph VII below.
- VII. The cost of this project shall not exceed \$ 869,500.00 without prior approval of the parties, Sarpy County to pay 50%, Douglas County to pay 12% and the City of Omaha to pay 38% of the project costs.
- VIII. At such time as any payment is required to be paid to the consultant pursuant to the contract described in paragraph VI above, Sarpy County shall provide notice to each Party of the date and amount said payment is due. Each Party shall make the required payment within 30 days of the receipt of said notice.
- IX. Pursuant to Neb. Rev. Stat. § 13-804 (5) (Reissue 2012), the Parties hereto acknowledge, stipulate, and agree that this Contract shall not relieve any public agency of any obligation or responsibility imposed upon it by law.
- X. Pursuant to Neb. Rev. Stat. § 23-3113 (Reissue 2012), the Parties hereto

declare and affirm that no officer, member, or employee, and no member of their governing bodies, and no other public official of parties who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement or the performing of either Parties' obligations pursuant to this Agreement, nor any partnership, or association in which he or she is directly or indirectly interested, shall have any personal or financial interest in the Agreement; nor shall any employee, nor any member of their governing bodies, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

- XI. It is understood and agreed by the Parties hereto that if any part, term, condition or provision of this Agreement is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parties, terms, conditions 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, condition or provisions held to be invalid.
- XII. Drug-Free Workplace. The parties hereto certify that they maintain a drug-free workplace environment to ensure worker safety and workplace integrity.
- XIII. Public Employer. Pursuant to and in order to be in compliance with Neb. Rev. Stat. § 4-114(2), each Party hereby agrees to use a federal immigration verification system, as that system is described in the Illegal Immigration Reform and Immigration Responsibility Act of 1996, to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- XIV. Non Discrimination. The parties hereto agree that they and their sub-contractors will not discriminate against any employee or applicant for employment to be employed in the performance of this contract with respect to his hire and conditions of employment because of his race, color, religion, sex, disability, or national origin.

**IN WITNESS WHEREOF, we, the contracting parties, by our
respective and duly authorized agents, hereto affix our signatures and seals this**

12th day of August, 2014.

COUNTY OF SARPY, NEBRASKA,
A Body Politic and Corporate.

(Seal)
ATTEST: 
Renee Laursen
Sarpy County Clerk *Chief Deputy*

By *Jan Thomas* 6/24/14
Chairman, Sarpy County Board
of Commissioners

Approved as to form and content:
Allen
Deputy County Attorney

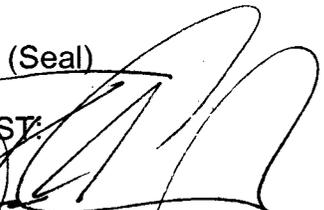
CITY OF OMAHA, NEBRASKA,

(Seal)
ATTEST:
Dusty Brown 7/13/14
Clerk

By *Sean Storkel* 7/13/14
Mayor

Approved as to form and content:
Meghan 7-10-14
City Attorney/Assistant

COUNTY OF DOUGLAS, NEBRASKA,
A Body Politic and Corporate.

(Seal)
ATTEST: 
[Signature]
Clerk

By *Roseanna*
Chair

Approved as to form and content:
Theresa W. Ulrich
Deputy County Attorney

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING AGREEMENT WITH OLSSON ASSOCIATES INC. FOR
PROFESSIONAL SERVICES FOR SARPY COUNTY PROJECT C-77(09-1) HARRISON STREET
FROM 147TH STREET TO 157TH STREET

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);

WHEREAS, Sarpy County desires to enter into an agreement ("Agreement") with the firm of OLSSON ASSOCIATES INC for professional engineering services in conjunction with the design and development of Construction documents for Harrison Street from 147th Street to 157th Street in Sarpy County;

WHEREAS, the Agreement is for services that are unique, non-competitive, and professional; and

WHEREAS, entering into the Agreement with OLSSON 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 this Board hereby approves and adopts the Agreement for professional services with OLSSON ASSOCIATES INC, a copy of which is attached hereto, and any other related documents, the same being approved and adopted by the Board.

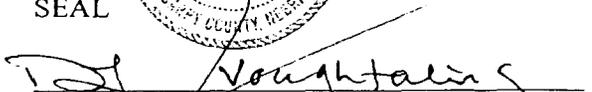
BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk are hereby authorized to execute on behalf of this Board, the Agreement.

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 13th day of May, 2014.



Sarpy County Board Chairman

Attest:
SEAL

County Clerk

Exhibit "A"



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

May 2, 2014

Sarpy County NE
Attn: Bill Herr
1210 Golden Gate Dr.
Suite 1129
Papillion, NE 68046

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Sarpy County – Harrison Street Improvements Project No. C77(09-1) (the "Project")
147th Street to 157th Street

Dear Mr. Herr:

It is our understanding that Sarpy County NE ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

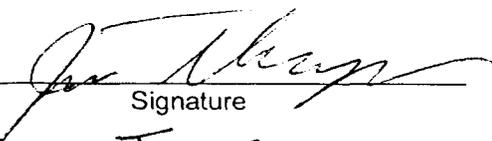
Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client 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 hereto, 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, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

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.

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

SARPY COUNTY NE

By 
Signature

Print Name Jim Thompson

Title Chairman

Dated 5-13-14

Attachments

General Provisions

Scope of Services

Schedule R1

WHE Spreadsheet

Supplemental Provisions

F:\Projects\P13-0586\2014.05.02 Sarpy County Letter Agreement.doc

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: May 2014
Anticipated Completion Date: August 2016

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 adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with the Labor Rate Schedule and the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

If applicable: Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$869,500.00.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such 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.

Client's designated Project Representative shall be Bill Herr.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original 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.

OLSSON ASSOCIATES, INC.

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

By Anthony Egelhoff
Anthony Egelhoff, PE
Senior Engineer

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated May 2, 2014 between Sarpy County NE ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); 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 changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or

economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); 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; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

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(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

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 damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (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(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); 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 services.

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 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 (7) 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 and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until 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 existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or 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 reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or 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 unless specifically included in Olsson's Scope of Services.

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

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 and interfacing 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(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until

the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) 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(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), 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.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the

contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification, by Olsson 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.

4.4 "Construction 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(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

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

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. 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. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. 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. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. 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. Performance of such

observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "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(s) 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 Record Documents.

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(s) by either party to any other entity without the prior written consent of the other party;

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

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, 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.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

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 Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) 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, and 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(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes 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(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), 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 Lincoln, Nebraska, the location of Olsson's home office.

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, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product 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 of Work Product 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 Work Product or other 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 Construction Cost Estimate

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 Construction Cost Estimate provided for herein is 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. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.8.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.8.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.8.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.8.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.8.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.8.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.8.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.8.3.5 is received from a third party not subject to any confidentiality obligations.

7.8.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.8.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.8.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.8.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.9 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.9.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for

damages caused by the negligence of Olsson in the use of such information.

7.9.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.9.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.9.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.9.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.9.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.9.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of

responsibility and liability, as set forth herein, shall be specifically applied.

7.10 Controlling Law and Venue

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. 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.

7.11 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.

7.12 Assignment

7.12.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 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.

7.12.2 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.

7.12.3 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.

7.13 Indemnity

Olsson and 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 third party personal injury or third party 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.

7.14 Limitation on Damages

7.14.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.14.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither 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(s) 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, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or 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 the Project(s).

7.14.3 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 amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.15 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.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated May 2, 2014 between Sarpy County ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: 147th Street to 157th Street

Project Description: Sarpy County – Harrison Street Improvements
Project No. C 77(09-1)
Engineering Services

SCOPE OF SERVICES

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.

This project includes work associated with project management, public involvement, survey, utility coordination, drainage analysis, traffic engineering, roadway design, environmental documentation, noise analysis, geotechnical engineering, and right-of-way services for final design of a 4-lane urban roadway section on Harrison Street between 147th Street and 157th Street. Improvements will include approximately 1/3 mile of 156th Street, or approximately 800 feet north and south of the intersection, and reconstruction of adjacent side roads as required connecting the new roadway section on Harrison Street. The design will conform to applicable City of Omaha and State requirements and will be designed using English Units.

The Client will provide available relevant studies, reports, mapping, survey, and data at no cost to Olsson, including:

- Ownership records and title searches
- Tenant names (if known)
- Available water and sewer locations, size, and materials
- Copies of available reports
 - o Available drainage studies
 - o Available geotechnical reports
 - o Available traffic studies and Synchro models
- Topographic survey files
- Bench marks and horizontal control points
- Right-of-entry to private property for surveyors
- Available 3-year accident data
- Available traffic counts
- Available plats of adjacent properties

- Access to GIS information
 - Property Information
 - Utility data
 - 2' Contours
 - Latest aerial files
- Any applicable permit fees

TASK-1 PROJECT MANAGEMENT

- a. **Project Kick-off Meeting** – Once notice to proceed has been received, Olsson will schedule and conduct a project kick-off meeting with Sarpy County and key stakeholders. The County will supply a list of key stakeholders and Olsson will be responsible for inviting all appropriate parties. Meeting minutes, including a summary of the project criteria and design standards, will be prepared and submitted to the attendees.
- b. **Progress Meetings** - Olsson will schedule and conduct twelve (12) progress meetings. It is anticipated these meetings will occur following the 30%, 60%, and the 90% submittal. Additionally, it is assumed the remaining nine (9) will be monthly meetings needed throughout the process. Meeting agenda and minutes will be prepared and submitted to the attendees.
- c. **Plan-In-Hand Meeting** - Olsson will schedule and conduct a Plan-In-Hand meeting with the Client and key stakeholders following the 30% submittal to review the design and plans on site. Olsson will prepare and submit a memo following the meeting summarizing the findings and decisions made regarding the project design.
- d. **Contract Administration/Scheduling & Coordination of Design Professionals** - 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. The project schedule will be prepared and updated as requested by the Client.

TASK-2 PUBLIC INVOLVEMENT

- a. **Public Involvement Planning Meeting (1 Meeting)**
Olsson will meet with project team members to develop and discuss the public involvement strategy for informing the public about the project. Olsson shall be responsible for distributing meeting invitations, coordinating meeting locations, conducting the meeting and preparing meeting minutes.
- b. **Public Involvement Plan**
Olsson will develop a public involvement plan for review and approval by project team members. The plan should include dates of anticipated meetings, anticipated forms of communication with the public (i.e. website, newsletter, door hangers, social media, etc.), and a database of adjacent property owners and other project stakeholders. All information to be sent to the public or posted to the web shall be reviewed by the Client's project manager prior to distribution. The information will be submitted for review a minimum of one week prior to publication.

c. **Database Development / Maintenance**

Olsson will develop and maintain a database of project stakeholders to include residents, property owners, organizations, agencies, Client staff and officials, project team members and other parties who may be interested in or impacted by the project. The database shall identify stakeholder names, telephone numbers, addresses, tract numbers, conversation dates, and other pertinent information. A copy of the database shall be given to the Client, if requested. Olsson will also serve as the point of contact for public involvement and information, and will keep a record of all public contacts and inquiries regarding this project.

d. **Key Stakeholder Outreach (10 Meetings)**

Olsson and Client staff will identify key project stakeholders for participation in focus group meetings prior to the public meetings. Key stakeholders for this project include Millard Public Schools (including Anderson Middle School and Neihardt Elementary School), SID Boards, and the Stonybrook Neighborhood Association. Olsson shall be responsible for distributing meeting invitations, coordinating meeting locations, facilitating, and preparing meeting minutes.

e. **Open Houses (2 Meetings)**

Olsson will schedule, arrange, and facilitate two (2) public open houses during the course of the project. The first meeting shall be held after 30 percent design has been developed. The purpose of the first meeting will be to introduce the project and solicit feedback on the design and address project issues and concerns. The final public meeting will be held prior to the start of construction. This meeting will be held to provide information on the schedule, additional phasing information, and access during construction to area residences, businesses, and other stakeholders.

Olsson shall draft a newspaper notice of the open houses to be reviewed by the Client's project manager. The Client will coordinate publishing the ads with the Omaha World Herald. The open house notices will be published for a three (3) week period prior to the events in the Omaha World Herald. Notification door hangers will be delivered to the adjacent property owners and notification mailers will be sent to appropriate public agencies and stakeholders.

During the public meetings, Client staff and Olsson will be available to answer questions and receive comments. Olsson will provide and maintain a sign-in list and comment forms for the open houses and prepare a written summation of the oral and written comments received. Olsson shall provide any necessary follow-up.

f. **Small Group Meetings (14 Meetings)**

Olsson and Client will meet with individuals who are significantly affected by the project. Individuals include area residents, businesses, and commuters. These meetings will be conducted in conjunction with the public open house meetings.

g. **Informational Materials**

Olsson will develop and reproduce two (2) informational handouts throughout the course of the project. Informational handouts shall be provided to all project stakeholders and posted to the project web site. Olsson shall also develop other informational material, such as door hangers, postcards, or individual letters to property owners as requested by the Client's project manager. All informational materials shall be reviewed and approved by the Client's project manager prior to printing.

h. **Web Site Development**

Olsson will develop and maintain a web site for this project. The web site can reside on Olsson's web page, but must be linked to the Client's web page(s) and must adhere to the Client's standards in regards to content and appearance. Olsson shall review and update the web site at a minimum on a monthly basis and will post/update open house information within 48 hours of open houses being scheduled. The web site shall be functional within four weeks of notice to proceed.

i. **Social Media Tools**

Olsson will provide an exclusive project Twitter feed. Twitter updates will be integrated into the project web site. An RSS feed will be added to the project web site. Olsson will coordinate RSS feed updates with the Client's email list. For those who may not "opt in" to an RSS feed or follow the project on Twitter, these stakeholders and members of the public can sign up for project E-Alerts, which are email updates on the project.

j. **Final Public Involvement Report / Documentation**

Olsson will prepare a draft report documenting the public involvement process and provide that report to the Client for review and comment prior to issuing a final report. The report shall include tools and techniques used, numbers of citizens participating, meeting minutes, a list of meeting attendees, and general description of public reaction.

TASK-3 TOPOGRAPHIC SURVEY

In general, the extent of this task will cover items not included in the topographic survey provided by the Client for the project area. It is assumed the topographic survey will be in AutoCad format.

- a. **Establish Horizontal and Vertical Control** – The Horizontal and Vertical Coordinate System will match the existing coordinates for the Harrison Street project between 147th Street and 157th Street.
- b. **Section Corners** – Olsson will locate section corners needed to complete the right-of-way drawings. Platted information and/or survey pins from the supplied survey information will be used as well. It is assumed minimal There are an estimated 91 properties within the estimated project boundaries.
- c. **Topographic Survey as required** – Additional pick-up survey as required for use in design. Olsson will make three (3) trips. Any additional trips will be considered additional work and will be added by addendum upon approval by the Client.

- d. **Utility Locations** – A Utility-One-Call will be made for the site. Utilities that are marked will be located. Above ground visible utilities will be located. Olsson Associates will not be responsible for underground utilities not marked by the utility locate, or underground structures or tanks that are not visible on the surface of the site. An attempt will be made to obtain utility maps from the utilities listed on the Utility-One-Call ticket. If maps are provided those utilities will be placed on the survey. Manholes will be inverted to get the pipe size and flow lines elevations.
- e. **Download, Reduce Notes and Amend Topographic Map and electronic data** – Olsson will process survey data and amend the Autocad drawing provided by the Client to be used for design.

TASK-4 UTILITY COORDINATION

- a. **Utility Location/Verification** - Olsson will review the utility locations shown on the plans, and verify these locations during field inspections. After survey is complete, plans will be printed and distributed to the Utility Companies for verification of ownership, type, size, and location.

Olsson will request that the Utility Companies return to Olsson marked up plans with utility verification. Olsson will incorporate the information into the survey file. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.

Identification and verification by Olsson and Utility Companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, waterlines, transmission lines, etc., will be accomplished at the earliest possible time during the development and determination of a preferred alignment alternative. Olsson shall identify and evaluate potential strategies to minimize or avoid conflicts where practical. Olsson and the Client's Project Manager will discuss major conflicts and attempt to avoid them. If avoidance is not possible, Olsson will then request the Utility Company to verify the conflict and provide a preliminary estimate of reimbursable costs associated with the utility relocation, if it is within a permanent easement.

- b. **Utility Plan Submittal** - At each Client review submittal, the plans will be distributed by Olsson to public and private utilities for comment.
- c. **Utility Review Meetings/Coordination** - Any utility review meeting should be scheduled to coincide with a regular project progress meeting or Client review meeting. Olsson shall include time for coordination via the phone and one-on-one meetings with affected utilities. It is anticipated three (3) utility meetings will be necessary throughout the project.

TASK-5 DRAINAGE ANALYSIS

- a. **Hydrologic / Hydraulic Analysis** - Olsson shall design open and closed drainage systems in accordance with the most current edition of the Omaha Regional Stormwater Design Manual. To the extent possible recent drainage studies that have been completed in the area shall be used to identify flow characteristics at existing structures. Olsson will evaluate both upstream and downstream drainage impacts as part of the overall project drainage design.

The existing storm sewers and roadway ditches along Harrison Street will be analyzed for time to peak and peak discharge. Similarly, a proposed plan which will evaluate entire curb and gutter and storm sewer for the new roadway will be analyzed. The two (2) existing major cross road structures/culverts will be analyzed to approximate their existing maximum capacities. These capacities will be evaluated for 10, 50, and 100 year flood events to determine how adding additional impervious area from the new road might affect drainage.

Potential roadway overtopping events from contributing drainage areas will be evaluated for the 50 and 100 year flood events using available HEC-HMS modeling from FEMA's Flood Insurance Study. It is noted that none of the existing drainages that cross Harrison Street are considered special flood hazard areas. Peak flood flows will be compared against available existing maximum pipe and inlet capacities to determine if additional conveyance is necessary to prevent road overtopping or adverse upstream or downstream impacts. Hydraulic analysis of downstream infrastructure for a couple of the culverts will likely require specific storm sewer modeling; completion of this modeling is assumed as part of the scope.

Olsson will complete a final hydrologic and hydraulic analysis technical memo to detail methods used, results, and corresponding design recommendations. Detailed storm sewer design is covered under the Roadway Design Task 7.

- b. **Sustainable Design/ Water Quality Features** - As part of the drainage analysis, Olsson shall identify and develop preliminary concepts for sustainable design features that may be incorporated into the project. These may include bio-swales and bio-retention features that can be used in conjunction with the final drainage design for the project. Preliminary opinions of cost and design considerations will be included in the technical memo. Detailed design will be added by addendum upon approval by the Client.

TASK-6 TRAFFIC ANALYSIS AND DESIGN

- a. **Traffic Analysis for Access Management Alternatives**

Generally this task will include a review of traffic operations for the access control alternatives. This task will include up to three alternatives for the following intersections:

- 150th/151st Street (offset "T" intersections)
- 152nd Street (offset "T" intersections)
- 154th Street (offset "T" intersections)
- the business accesses near 156th Street
- Traffic circulation around Niehardt Elementary School

It is assumed that the Harrison Street Corridor Study will be used to find all relevant traffic volume data to be used in the analysis, and the relevant Synchro files will be made available from the Client.

Olsson will perform an evaluation of the alternatives with respect to safety and capacity and provide recommendations as to the geometrics of the intersection alternatives and the most ideal alternative from a traffic operations perspective. Using the chosen alternatives, specific recommendations will also be provided for turn lane lengths based on the queuing analyses.

Upon completion of the traffic analysis Olsson will prepare a technical memorandum, to be reviewed by the Client's Project Manager, that contains graphics as needed to reflect the recommendations, geometrics, and design alternatives studied.

- b. **Traffic Signal Design**- In general, Olsson will provide signal design services for wiring diagram preparation; detail plans of signal poles, signal heads, pull boxes, conduit & other equipment; special provisions; and quantity summaries. Design will be conducted in accordance with City of Omaha standards.

Based on the results of the Harrison Street Corridor Study or as directed by the Client's Project Manager, Olsson will prepare signal plans at intersections as warranted. It is estimated that the following intersection(s) will require signal design plans:

- 156th Street & Harrison Street

Additionally, there are two (2) pedestrian signals along the corridor. It is assumed that these signals will remain and will be designed as part of this project. These locations include the following:

- West of 150th Street
- West of 152nd Street

For the purpose of traffic signal interconnect and in anticipation of future fiber optic communication network as shown in the City of Omaha Traffic Signal Master Plan, fiber optic cable shall be placed along the length of the project. Olsson will coordinate with the Client to determine the preferred specifications, which are currently under development. Olsson will also coordinate with the City of Omaha to determine the appropriate traffic signal specifications that conform to the Traffic Signal Master Plan.

- c. **Pavement Marking & Signing** - Olsson shall prepare plan sheets showing pavement marking and signage layouts. In addition, temporary signage and pavement markings will be shown, if applicable.
- d. **Roadway Lighting** - Olsson will coordinate with OPPD on the roadway lighting. OPPD will provide the lighting pattern layout, and Olsson will prepare the design plans for the corridor roadway lighting, which would include only the Pole base locations and conduit/wiring. It is assumed that OPPD will provide future light pole locations and conduit/wiring requirements, and own and maintain the lighting.

TASK-7 ROADWAY DESIGN

In general, the extent of this task will include roadway design for a four-lane divided/5-lane urban section along Harrison Street from approximately 147th Street to approximately 157th Street. Improvements will include approximately ½ mile of 156th Street, or approximately 800 feet north and south of the intersection.

- a. **Site Inspections** - Olsson will conduct site visits as required during the course of the project to verify site features with the proposed design work. It is anticipated four (4) site visits will be necessary.
- b. **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. Evaluation of intersection sight distances will be documented for the project file.
- c. **Conceptual Design for Access Management** - Olsson shall prepare conceptual design plans and evaluate alternatives (up to two (2) per location) for critical access management areas, including:
 - 150th/151st Street (offset "T" intersections)
 - 152nd Street (offset "T" intersections)
 - 154th Street (offset "T" intersections)
 - the business accesses near 156th Street
 - Traffic circulation around Niehardt Elementary School

Alternatives developed will take into consideration recommendations from the traffic analysis, and shall include an evaluation of both the horizontal and vertical alignment along the proposed roadway corridor, preliminary grading limits, proposed roadway and intersection geometrics, median widths, identification of right-of-way needed and potential property impacts and development of preliminary costs for the alternatives. Olsson shall summarize the alternatives developed and meet with the jurisdictional representatives to review the alternatives and conceptual plans prior to presenting alternatives to stakeholders and the public for comments.

Following completion of the stakeholder and public review of alternatives, Olsson shall meet with the jurisdictional representatives to select preferred alternatives. The preferred alternatives shall establish the ultimate typical section and shall show the geometrics for the roadway and at major intersections. This shall also include location of sidewalks, bike paths and trail facilities. The final selected alternatives shall be made prior to preparation of the 60% submittal plans.

d. **30% Plan Submittal** - Olsson shall prepare project base files and 30% submittal plan sheets in accordance with the Client's CADD standards for the construction of the improvements along Harrison Street between 147th to 157th Streets. Plan sheets to be included in the 30% submittal include the following:

- Cover Sheet
- Typical Section Sheets
- General Notes Sheets
- Horizontal/Vertical Control Sheets
- Geometric Sheets
- Roadway Plan and Profile Sheets
- Right-of-Way Sheets
 - Existing right-of-way and ownerships identified
- Roadway Cross-Section Sheets (25 foot intervals)

e. **60% Plan Submittal** - Olsson shall prepare project base files and 60% submittal plan sheets in accordance with the Client's CADD standards for the construction of the improvements along Harrison Street between 147th and 157th Streets. Comments received from the previous submittal shall be incorporated into the 60% submittal. Plan sheets to be included in the 60% submittal include the following:

- Cover Sheet
- Typical Section Sheets
- General Notes Sheets
- Horizontal/Vertical Control Sheets
- Construction Phasing Sheets
- Geometric Sheets
- Removal Sheets
- Construction Sheets
- Roadway Plan and Profile Sheets
- Retaining Wall Plan and Profile Sheets
- Noise Wall Plan and Profile Sheets (if required based on noise wall policy results)
- Storm Drainage Plan and Profile Sheets
- Culvert/Channel Cross-Section Sheets
- Traffic Signal Plan Sheets
- Right-of-Way/Tract Map Sheets
- Roadway Cross-Section Sheets

Construction Phasing will include development of two (2) conceptual phasing plans. It is anticipated these will include segmental closure and construction under traffic. These conceptual plans will be used to inform and gain feedback from the key stakeholders on preferences for construction.

Drainage design of the storm sewer system will follow the City of Omaha drainage design manual. Olsson will review previous drainage studies provided by the Client and incorporate their findings and recommendations into the project as applicable. Drainage calculations will be compiled into a summary document. Drainage profiles and cross sections will be prepared for the proposed and existing drainage structures within the project area. Olsson will also provide drainage design for the side road connections as necessary.

- f. **90% Plan Submittal** - Olsson shall prepare project base files and 90% submittal plan sheets in accordance with the Client's CADD standards for the construction of the improvements along Harrison Street between 147th and 157th Streets. Plan sheets to be included in the 90% submittal include the following:

- Cover Sheet
- Summary of Quantities Sheet
- Typical Section Sheets
- General Notes Sheet
- Detail Sheets
- Horizontal/Vertical Control Sheets
- Construction Phasing Sheets
- Traffic Control Sheets
- Geometric Sheets
- Joints and Grades Sheets (10 major intersections)
- Removal Sheets
- Construction Sheets
- Roadway Plan and Profile Sheets
- Retaining Wall Plan and Profile Sheets
- Noise Wall Plan and Profile Sheets (if required)
- Retaining Wall Details
- Noise Wall Details (if required)
- Storm Drainage Plan and Profile Sheets
- Culvert/Channel Cross-Section Sheets
- Sediment and Erosion Control Sheets
- Traffic Signal Plan Sheets
- Pavement Marking & Signing Sheets
- Lighting Plan Sheets
- Special Plan Sheets
- Right-of-Way/Tract Map Sheets
- Roadway Cross-Section Sheets

Construction Phasing will include the final detailed design of the preferred phasing plans for the project. The plans will detail the various phases, temporary construction, and completed construction.

Olsson will prepare the required traffic plans, including traffic control, temporary pavement markings, and all required traffic control devices for the final phasing plan. This will include necessary signing for detour routes.

- g. **Wall Design / Miscellaneous Design** - Olsson will prepare plans for items special or unique to the project location. These may include retaining walls, noise walls, fencing, etc. It is anticipated approximately twelve (12) retaining walls will be necessary. Detailed design effort is covered under the Geotechnical task. Preliminary layouts will be prepared for the 60% submittal to assist in determining right-of-way impacts.

Olsson will prepare preliminary noise wall design based on the finding of the noise study based on the Nebraska Department of Roads Noise Analysis and Abatement Policy (1998). This will include the location design, noise wall meeting with the public, and residents vote results. Final design of the noise walls, if any, will be added by addendum upon approval by the Client.

- h. **Structural Design (Drainage Structures)** - Olsson shall investigate and evaluate the existing drainage structures within the project boundary, including the twin 7'x5' concrete box culvert and junction box near 154th Street, and the 72-inch culvert near 150th Street in accordance with applicable local, regional, and federal codes to determine if the structures are adequate for proposed design needs. Olsson shall design a new box culvert or an extension to the existing structure in accordance with AASTHTO Load Resistance Factor Design (LRFD) Specifications, 6th edition. Olsson shall prepare the necessary plans and detail sheets for the new box culvert or extension of the existing structure, as well as connections of new storm sewer. For the purpose of this project it is assumed that structural design will be required for one (1) box culvert extension or reconstruction, reconstruction of one (1) concrete junction box and one (1) outlet structure, and verification of modifications to existing box culverts for storm sewer connections. If it is determined other existing structures require modification, that effort will be added by addendum upon approval by the Client.
- i. **Summary of Quantities/Opinion of Probable Costs** - Olsson will compute quantities and submit an opinion of probable cost at each submittal (30%, 60%, 90% and Final Plans) with the plans, using NDOR/City of Omaha standard bid items and unit prices.
- j. **Right-of-Way** - Olsson will provide right-of-way/ownership plans showing existing information for the 30% submittal based on information provided by the Client. Preliminary right-of-way plans showing permanent acquisitions, temporary construction easements or permanent easements will be prepared along with individual tract maps for the 60% submittal, to be used for use in the Right-of-Way Process. Final right-of-way plans showing negotiated acquisitions and easements will be provided for the final submittal.

At this time, an estimated 91 parcels fall within the project area. Right-of-way acquisition process is covered under Task 10 of this scope.

- k. **QA/QC** - Olsson shall conduct internal quality reviews of the design and plan sets during the design of the project.
- l. **Special Provisions** - Olsson will submit Draft Special Provisions with the 90% submittal for review by the Client.
- m. **Address Comments for Final Plans** - Olsson will meet with the Client to discuss and address comments received, as well as any revisions necessary from right-of-way negotiations into the final plan submittal.
- n. **CADD Submittal** - Olsson will submit electronic AutoCAD files to the Client at the completion of the design of the project.

TASK-8 ENVIRONMENTAL DOCUMENTATION (WETLAND INVESTIGATION, SECTION 404 PERMITTING), AND TRAFFIC NOISE STUDY

- a. **Wetland Evaluation** - A Jurisdictional Wetland Evaluation will be conducted in accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual. The wetland delineation will be conducted along the Harrison Street Corridor between 147th Street and 157th Street. The evaluation will include the following:
- 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. This field investigation will be completed during the growing season, typically between May 1 and October 31.
 - 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.

A wetland delineation report describing the findings will be submitted 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). The wetland and waters shapefiles generated during the delineation will also be incorporated into the roadway design to determine impacts, and identify potential avoidance or minimization measures.

- b. **Permit Application** - Once the Client has reviewed the delineation report and project plans are at a design level to determine wetland impacts, a Section 404 permit application will be prepared and submitted to the USACE. We anticipate this project will qualify for permitting under the Nationwide Permitting Program, using Nationwide Permit 14, *Linear Transportation Projects*. If wetland impacts result in the need for a compensatory mitigation plan or Individual Permit application, Olsson will provide an additional scope and fee.
- c. **Agency Consultation** - The USACE guidance (March, 2007) requires that a prospective applicant must document compliance with the Endangered Species Act and the National Historic Preservation Act to obtain a Section 404 permit. In order to document compliance, agency consultation will include requests 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.
- d. **Traffic Noise Study** - Consultant will complete a traffic noise study using the most current version of the Federal Highway Administration (FHWA) Traffic Noise Model (TNM) for the project in accordance with the Nebraska Department of Roads Noise Analysis and Abatement Policy (1998). The purpose of the study is to evaluate the traffic noise environment related to the Harrison Street Widening project from 147th Street to 157th Street.

The Noise Study report will be prepared for the 30% submittal and include the following:

- General information regarding the nature of noise and measurement of sound, noise abatement criteria and noise prediction method used.
- Project description.
- Table showing existing and future traffic counts (ADT or DHV) as well as medium and heavy truck percentages, all to be used in conjunction with TNM. This information to be provided by the Client
- Field noise measurements will be taken for the purposes of model calibration. These measurements will be included in a table with location, distance from project centerline, and noise levels. Twelve (12) existing receivers are assumed for this scope.
- Table showing the following:
 - receptor ID (home address or business name if possible)
 - distance from project centerline
 - modeled existing noise level (TNM results)
 - predicted future build noise level (TNM results)
 - L_{eq} noise abatement criteria
 - Specify if build situation approaches or exceeds L_{eq} criteria
- Analysis, including a table showing scoring results of each site using NDOR Policy, and discussion of noise abatement for those impacted receivers or areas (address feasibility and reasonability criteria).
- List of references.
- Diagrams using aerials or topography maps identifying:
 - Receivers adjacent to project
 - Areas for possible noise abatement

The deliverable will be a traffic noise analysis report detailing the current and build out noise levels at residences and businesses along the project boundaries the location of the 66 and 71 dBA traffic noise contour lines, and an analysis of noise impacts and abatement measures.

TASK-9 GEOTECHNICAL EXPLORATION

The scope of the geotechnical services for this project includes recommendations for roadway design, pavement subgrade recommendations, stabilization for below grade drainage structures and recommendations for design of retaining walls. The following outlines our scope of services to provide the necessary recommendations:

- a. **Field Exploration** – The Harrison Street improvements will be between approximately 144th Street and 157th Street. Olsson proposes to use a truck-mounted drill rig to complete a total of twenty (20) soil borings. The borings will be located in the existing roadway and along both sides of the road. The proposed borings and depths are summarized as follows:

A total of 20 borings will be drilled along the project as follows:

- Three (3) soil borings to depths of 20 feet each for the new retaining wall structures (8 feet tall or higher)
- Fourteen (14) soil borings to depths of 15 feet each for the new retaining wall structures (6 to 7 feet tall) and in areas of cut or fill for roadway design.
- Three (3) soil borings to depths of 10 feet each for the new retaining wall structures (5 feet tall or less)

All borings will be advanced to the depths proposed, or to refusal, whichever is shallower. Total drilling footage is anticipated to be 300 linear feet.

Diggers Hotline of Nebraska will be contacted to locate underground public utilities. Private utilities not identified as part of the public locate are the responsibility of the client to locate. Olsson is not liable for damage to any utility line or service connection that is improperly marked. If the 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 that we may shift or relocate the soil borings as necessary to avoid underground utilities.

It is anticipated that all boring locations along the proposed centerline are readily accessible to our truck mounted drill rig, while boring locations along the north or south side of the roadway may be difficult to drill due to limited access. Olsson will slightly modify site boring locations as necessary to avoid utilities and/or areas of limited access. Costs associated with site clearing or drill rig access is not included in this scope and fee, however, Olsson cannot begin the field operations until satisfactory site access is available. The project owners will provide flag or signal men and/or traffic control. It is our intent to maintain at least one open lane or turnout for through traffic during the drilling operation.

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, damaged pavements, or sidewalks wherever possible, no restoration other than backfilling the soil borings and patching pavements with like materials is included in this work scope.

Soils will be sampled with Shelby tubes in clay soils and split spoons will be obtained in cohesion less and hard soils. Groundwater levels will be measured while drilling, immediately after drilling, and again within 72 hours after drilling. After the final groundwater reading is taken, the boreholes will be backfilled and/or patched as needed.

- b. **Laboratory Services** - As soil conditions dictate, laboratory testing may include visual soil classification, unconfined compression tests, thin-walled tube density tests, moisture content tests, Atterberg limit tests, Standard Proctor tests, one-dimensional consolidation tests, mechanical sieve analyses and potential direct shear and/or triaxial testing.

c. Engineering Analysis and Report Preparation -

- 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 requirements for the new roadway alignment.
- Recommendations will be provided for remediation 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 construction, if required.
- Recommended soil parameters for the design of grade retaining walls including drained and undrained soil parameters.
- Recommendations and design values related to concrete and asphalt pavements and subgrade thicknesses, as applicable.
- A Report of Geotechnical Exploration for the project will be provided to the designated Client representative.

d. Retaining Wall Design Services

As part of our services, Olsson will prepare preliminary type, size, and location plans for the retaining walls on the project, for the Contractor to design and develop specific construction documents. Based on preliminary layout and cross section, our scope of work assumes 12 retaining walls will be required, and assumptions of wall type will be made in order to evaluate right-of-way needs. Olsson anticipates that a majority of the structures will consist of a large block gravity walls similar to previous segments of the corridor.

TASK-10 RIGHT-OF-WAY SERVICES – Midwest Right-of-Way Services

- a. **Title Searches** – The City of Omaha, Douglas County and Sarpy County will provide copies of the title searches to Olsson and Midwest Right of Way Services for their individual uses.
- b. **Appraisals** - This task involves preparation of fifty (50) appraisal reports which will provide values for the land and easements to be acquired. A qualified appraiser will prepare and provide the reports. Upon completion of the appraisal reports, they will be submitted to the City of Omaha, Douglas County, and Sarpy County for review and approval.
- c. **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 proofread all legal descriptions, 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 a signed 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 the City of Omaha, Douglas County, or Sarpy County, as appropriate, and be available for consultation or condemnation testimony.
- d. **Right of Way Project Management** – The ROW Project Manager will coordinate with the engineer, title company, the appraiser and the negotiators to keep all elements of the right of way process working on schedule.

TASK-11 BID PACKAGE DOCUMENTS/BIDDING PROCESS

The Client shall be responsible for all reproduction and distribution of plans and specifications to prospective bidders during the bidding phase of the project. The Client shall also be responsible for advertising the project for bids.

- a. **Bid Specifications & Up-front Documents** - Olsson will assist in preparing Up-front Documents and Bid Specifications for use in the final bid documents prepared by the Client.
- b. **Bid Tabs** - Olsson will assist in preparing bid tabs for inclusion into the final bid documents prepared by the Client.
- c. **Final Construction Plans** - Olsson will prepare one (1) full size plan set for the Client's use and one (1) electronic full size plan set for use in the final bid documents prepared by the Client. Plan sheets to be included in the Harrison Street Final submittal include the following:
 - Cover Sheet
 - Summary of Quantities Sheet
 - Typical Section Sheets
 - General Notes Sheet
 - Detail Sheets(continued)

- Horizontal/Vertical Control Sheets
- Construction Phasing Sheets
- Traffic Control Sheets
- Geometric Sheets
- Joints and Grades Sheets
- Removal Sheets
- Construction Sheets
- Roadway Plan and Profile Sheets
- Retaining Wall Plan and Profile Sheets
- Noise Wall Plan and Profile Sheets(if required)
- Retaining Wall Details
- Noise Wall Details (if required)
- Storm Drainage Plan and Profile Sheets
- Culvert/Channel Cross-Section Sheets
- Sediment and Erosion Control Sheets
- Traffic Signal Plan Sheets
- Pavement Marking & Signing Sheets
- Lighting Plan Sheets
- Special Plan Sheets
- Right-of-Way/Property Plat Sheets
- Roadway Cross-Section Sheets

- d. **Answer Design Questions** - Olsson shall answer design related questions (RFI's) receiving during the bidding process, through the Client.
- e. **Prepare Addenda** - Olsson shall prepare information to support an addendum to the bidding documents if necessary during the bidding of the project to clarify the design or address questions raised at the pre-bid meeting. This proposal is based upon a maximum of one addendum during the bidding of the project. All information will be provided to the Client for their preparation and issuance of the addendum.
- f. **Attend Pre-Construction Meeting** - The Client will conduct a pre-construction meeting. Olsson shall attend the meeting and provide an overview of the project to the attendees.

TASK-12 CONSTRUCTION ENGINEERING

- a. **Construction Administration** – At the option of the Client, Olsson will provide construction administration services. Final Fee to be added by addendum.
- b. **Construction Observation** - At the option of the Client, Olsson will provide construction observation services. Final Fee to be added by addendum.
- c. **Materials Testing** - At the option of the Client, Olsson will provide materials testing services. Final Fees to be added by addendum.
- d. **Construction Staking** - At the option of the Client, Olsson will provide construction staking services. Final Fees to be added by addendum.
- e. **SWPPP Inspections** - At the option of the Client, Olsson will provide SWPPP Inspection services. Final Fees to be added by addendum.

SCHEDULE

Upon receiving Notice to Proceed, Olsson will begin work on the project with estimated milestone dates per Exhibit "C":

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

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.

OLSSON ASSOCIATES, INC.

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

Anthony Egelhoff
Anthony Egelhoff, PE
Senior Engineer

If you accept this Scope of Services, please sign:

SARPY COUNTY

By Jim Thompson
Signature

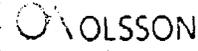
Print Name Jim Thompson

Title Chairman

Dated: 5-13-14

Labor Cost by Task

Project Name: Harrison Street - 147th - 157th
 Project Number: C 77(09-1)
 Control Number:
 Location (City, County): Sarpy County
 Firm Name: Olsson Associates
 Consultant Project Manager: Mike Piernicky
 Phone/Email: (402) 341-1116 / mpiernicky@olssonassociates.com
 LPA Responsible Charge: Bill Herr
 Phone/Email: (402) 537-6906 / herrb@sapry.com
 Date: April 30, 2014



Task	Total Hours	Direct Labor Cost	Overhead Cost	Expenses	Total Project Cost
Task 1. Project Management	507	\$23,793.00	\$40,607.51	\$7,728.06	\$72,128.57
Task 2. Public Involvement	858	\$27,575.00	\$47,062.25	\$8,956.47	\$83,593.72
Task 3. Topographic Survey	74	\$2,958.00	\$5,048.42	\$960.77	\$8,967.19
Task 4. Utility Coordination	88	\$3,504.00	\$5,980.28	\$1,138.11	\$10,622.39
Task 5. Drainage Analysis	138	\$4,698.50	\$8,018.93	\$1,526.09	\$14,243.52
Task 6. Traffic Analysis and Design	418	\$12,303.00	\$20,997.53	\$3,996.06	\$37,296.59
Task 7. Roadway Design	3,750	\$128,151.75	\$218,716.59	\$41,624.20	\$388,492.54
Task 8. Environmental Documentation & Traffic Noise Study	276	\$8,106.50	\$13,835.36	\$2,633.02	\$24,574.88
Task 9. Geotechnical Evaluation	104	\$4,092.00	\$6,983.82	\$1,329.10	\$12,404.92
Task 10. Right-of-way Services					
Task 11. Bid Package Documents/Bidding Process	69	\$2,580.75	\$4,404.57	\$838.24	\$7,823.56
Task 12. Construction Services - TBD					
Direct Expenses					\$26,557.11
TOTAL		\$277,022.10	\$474,017.24	\$76,226.43	\$827,265.77

Labor Rates

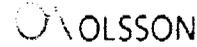
Classification	Hourly Rate	Amount
PM Project Manager	363	\$21,994.50
APM Assistant Project Manager	636	\$45,750.00
SENV Senior Environmental Scientist	18	\$733.50
ENV Environmental Scientist	72	\$2,958.00
SPE Senior Project Engineer	679	\$47,553.00
PE Project Engineer	1331	\$38,000.00
EI Engineer Intern	1548	\$25,554.00
SDES Senior Designer/Technician	58	\$1,254.00
DES Designer/Technician	600	\$11,400.00
ADM Administrative	110	\$1,980.00
GPE Geotechnical Engineer	24	\$1,080.00
SE Structural Engineer	107	\$3,825.00
WPE Water Resources Engineer	46	\$1,938.00
RLS Registered Land Surveyor	70	\$2,870.00
SVC Survey Crew (2 Person)	44	\$1,980.00
GD Graphic Designer	60	\$1,320.00
COM Communications Coordinator	456	\$11,304.00
WM/DD Webmaster / Database Developer	60	\$1,980.00
TOTAL		\$77,022.10

CLASSIFICATIONS:

- PM = Project Manager
- APM = Assistant Project Manager
- SENV = Senior Environmental Scientist
- ENV = Environmental Scientist
- SPE = Senior Project Engineer
- PE = Project Engineer
- EI = Engineer Intern
- SDES = Senior Designer/Technician
- DES = Designer/Technician
- ADM = Administrative
- GPE = Geotechnical Engineer
- SE = Structural Engineer
- WPE = Water Resources Engineer
- RLS = Registered Land Surveyor
- SVC = Survey Crew (2 Person)
- GD = Graphic Designer
- COM = Communications Coordinator
- WM/DD = Webmaster / Database Developer

Direct Expenses

Project Name: Harrison Street - 147th - 157th
 Project Number: C 77(09-1)
 Control Number:
 Location (City, County): Sarpy County
 Firm Name: Olsson Associates
 Consultant Project Manager: Mike Piernicky
 Phone/Email: (402) 341-1116 / mpiernicky@olssonassociates.com
 LPA Responsible Charge: Bill Herr
 Phone/Email: (402) 537-6906 / herrb@sapry.com
 Date: April 30, 2014



Description	Quantity	Unit Cost	Amount
Midwest Right-of-Way Services	1		\$169,750.00
Subtotal			\$169,750.00

Description	Quantity	Unit Cost	Amount
Segment 1 - 350 sheets - 11"x17" half size plan sheets plotted 20 times @ \$0.50/sheet	7000	\$0.50	\$3,500.00
Segment 1 - 350 sheets - 34"x22" plan sheets plotted 2 times @ \$1.50/sheet	700	\$1.50	\$1,050.00
1,000 black & white copies (8.5"x11") @ \$0.25/sheet	1000	\$0.25	\$250.00
1,200 color copies (8.5"x11") @ \$0.50/sheet	1200	\$0.50	\$600.00
1,200 color copies (11"x17") @ \$1.00/sheet	1200	\$1.00	\$1,200.00
12 Display Boards (24"x36") @ \$15.00/board	12	\$15.00	\$180.00
800 color copies (11"x17") @ \$1.00/sheet	800	\$1.00	\$800.00
Subtotal			\$7,580.00

Description	Quantity	Unit Cost	Amount
Personal Vehicle Mileage			
8 trips to County Offices (20 mi/trip)	160	\$0.56	\$90.00
4 trips to Project Site (20 mi/trip)	80	\$0.56	\$45.00
20 trips for PI Meetings (20mi/trip)	400	\$0.56	\$224.00
10 trips for Stakeholder Meetings (20mi/trip)	200	\$0.56	\$112.00
Survey Vehicle Mileage			
6 trips to Project Site (20 mi/trip)	120	\$0.75	\$90.00
Subtotal			\$561.00

Description	Quantity	Unit Cost	Amount
Miscellaneous Postage, Mailing, Deliveries Etc.	1		\$100.00
Geotechnical Field Exploration	1		\$200.00
Geotechnical Lab Services	1		\$100.00
Subtotal			\$400.00
Subtotal			\$209,582.00

Item	Rate															
Company Automobile	Prevailing standard rate as established by the IRS, currently \$0.56 /mi															
Survey Vehicle	Prevailing standard rate as established by the IRS, currently \$0.75 /mi															
Black and White Copies	Actual reasonable cost															
Color Copies	Actual reasonable cost															
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost															
Equipment	Actual reasonable cost															
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above															
Automobile Rental	Actual reasonable cost															
Air fare	Actual reasonable cost, giving the State all discounts															
Lodging	Actual cost, (excluding taxes & fees), not to exceed federal GSA reimbursement guidelines, not to exceed \$70 per person daily statewide; not to exceed \$101 in Omaha/Douglas County.															
Meals	Actual cost, not to exceed federal GSA reimbursement guidelines, currently:															
	<table border="1"> <thead> <tr> <th></th> <th>Statewide</th> <th>Omaha/Douglas County</th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td>\$7.00</td> <td>\$10.00</td> </tr> <tr> <td>Lunch</td> <td>\$11.00</td> <td>\$15.00</td> </tr> <tr> <td>Dinner</td> <td>\$23.00</td> <td>\$31.00</td> </tr> <tr> <td>Totals</td> <td>\$41.00</td> <td>\$56.00</td> </tr> </tbody> </table>		Statewide	Omaha/Douglas County	Breakfast	\$7.00	\$10.00	Lunch	\$11.00	\$15.00	Dinner	\$23.00	\$31.00	Totals	\$41.00	\$56.00
	Statewide	Omaha/Douglas County														
Breakfast	\$7.00	\$10.00														
Lunch	\$11.00	\$15.00														
Dinner	\$23.00	\$31.00														
Totals	\$41.00	\$56.00														

Project Cost

Project Name: Harrison Street - 147th - 157th
Project Number: C 77(09-1)
Control Number:
Location (City, County): Sarpy County
Firm Name: Olsson Associates
Consultant Project Manager: Mike Piernicky
Phone/Email: (402) 341-1116 / mpiernicky@olssonassociates.com
LPA Responsible Charge: Bill Herr
Phone/Email: (402) 537-6906 / herrb@sarpy.com
Date: April 30, 2014



Personnel Classification	Hours	Rate	Total
Project Manager	363	\$60.50	\$21,961.50
Assistant Project Manager	636	\$45.75	\$29,079.00
Senior Environmental Scientist	18	\$43.75	\$787.50
Environmental Scientist	72	\$23.50	\$1,692.00
Senior Project Engineer	679	\$47.50	\$32,252.50
Project Engineer	1331	\$38.00	\$50,598.00
Engineer Intern	1548	\$25.50	\$39,480.00
Senior Designer/Technician	58	\$27.00	\$1,566.00
Designer/Technician	600	\$19.00	\$11,400.00
Administrative	110	\$19.50	\$2,145.00
Geotechnical Engineer	24	\$45.00	\$1,080.00
Structural Engineer	107	\$35.00	\$3,745.00
Water Resources Engineer	46	\$43.00	\$1,978.00
Registered Land Surveyor	70	\$41.00	\$2,870.00
Survey Crew (2 Person)	44	\$45.00	\$1,980.00
Graphic Designer	60	\$22.00	\$1,320.00
Communications Coordinator	456	\$26.00	\$11,856.00
Webmaster / Database Developer	60	\$33.00	\$1,980.00
TOTAL	7,707		\$317,707.50

Direct Expenses	Total
Subconsultants	\$0.00
Printing and Reproduction	\$0.00
Mileage/Travel	\$0.00
Other Miscellaneous Costs	\$0.00
TOTAL	\$0.00

Total Project Costs	Total
Direct Labor Costs	\$317,707.50
Overhead @ 170.670%	\$541,800.00
Total Labor Costs	\$859,507.50
Fixed Fee @ 12.00%	\$103,140.90
Direct Expenses	\$0.00
TOTAL PROJECT COST	\$962,648.40

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

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

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

**RESOLUTION AUTHORIZING CHAIRMAN TO SIGN INTERLOCAL AGREEMENT WITH
DOUGLAS COUNTY AND THE CITY OF OMAHA TO SHARE THE COST OF
PROFESSIONAL DESIGN SERVICES FOR THE DESIGN OF HARRISION STREET FROM
147TH TO 157TH STREET**

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);

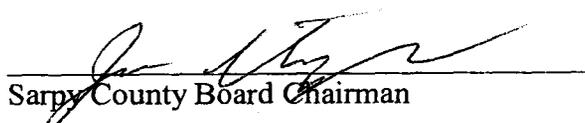
WHEREAS, via Resolution 2014-174, the County and OLSSON AND ASSOCIATES previously executed an agreement ("Agreement") for professional engineering services in conjunction with the design and development of construction documents for a project on Harrison Street from 147th Street to 157th Street;

WHEREAS, the County, Douglas County, and City of Omaha wish to enter into the attached interlocal agreement ("Interlocal Agreement") to share the cost of the professional engineering services to be performed under the Agreement; and

WHEREAS, entering into the Agreement is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT pursuant to the statutory authority set forth above, the Chairman of the Board, together with the County Clerk, are hereby authorized to execute on behalf of the Board, the attached Interlocal Agreement.

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 24th day of June, 2014.


Sarpy County Board Chairman

Attest:

SEAL


County Clerk *Chief Deputy*



CITY OF OMAHA

LEGISLATIVE CHAMBER

Omaha, Nebraska

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, the City of Omaha, Sarpy County and Douglas County, Nebraska have jurisdictional boundaries along the Harrison Street Corridor between 147th Street and 157th Street; and,

WHEREAS, all parties desire to cost share in a project to reconstruct the roadway to improve it to a four-lane urban roadway section along this corridor, identified as Sarpy County Project C-77(09-1), and as a part of the Omaha 2014-2019 Capitol Improvements Program Transportation Project 411; and,

WHEREAS, Sarpy County will act as lead agency in the work with the City of Omaha and Douglas County, Nebraska, providing respective cost shares for the design engineering and right-of-way phases of this project according to the attached Interlocal Agreement, which by this reference becomes a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

THAT, as recommended by the Mayor, the Interlocal Agreement between the City of Omaha, Sarpy County and Douglas County, Nebraska for design engineering and right-of-way phase services on the reconstruction of Harrison Street between 147th Street and 157th Street, is hereby approved; and

THAT, the Finance Department is authorized to pay the cost share in the amount of 38% of the cost of said services, which cost share is currently estimated to be \$330,410.00, from the 2010 Transportation Bond Fund 13183, Organization 117117.

1837htp

APPROVED AS TO FORM:


CITY ATTORNEY 7-10-12
DATE

By  Councilmember

Adopted JUL 29 2014 6-0

 City Clerk

Approved  Mayor

I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's Office.

7/31/14


Buster Brown, City Clerk, City of Omaha

NO. 937

P.W.
S

Resolution by

Res. that, as recommended by the Mayor, the Interlocal Agreement between the City of Omaha, Sarpy County and Douglas County, Nebraska for design engineering and right-of-way phase services on the reconstruction of Harrison Street between 147th Street and 157th Street, is hereby approved; and that the Finance Department is authorized to pay the cost share in the amount of 38% of the cost of said services, which cost share is currently estimated to be \$330,410.00, from the 2010 Transportation Bond Fund 13183, Organization 117117.

1837Ahtp

29 ✓

Presented to City Council

JUL 29 2014

Adopted 6-0

Buster Brown

City Clerk



City of Omaha
Jean Stothert, Mayor

July 29, 2014

RECEIVED

14 JUL 18 PM 1:00

CITY CLERK
OMAHA, NEBRASKA

Public Works Department

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 601
Omaha, Nebraska 68183-0601
(402) 444-5220
Fax (402) 444-5248

Robert G. Stubbe, P.E.
Public Works Director

Honorable President

and Members of the City Council,

Transmitted herewith is a Resolution approving an Interlocal Agreement between the City of Omaha, Sarpy County, Nebraska and Douglas County, Nebraska to provide for cost sharing for professional services on improvements to Harrison Street, known as Sarpy County project C-77(09-1). This project is being undertaken as a part of the 2014-2019 Capital Improvements Program Transportation Project 411.

The Project includes the corridor of Harrison Street from 147th Street to 157th Street, and will be comprised of the reconstruction of Harrison Street to a four-lane urban roadway section, including approximately 1/3 mile of 156th Street as it approaches Harrison Street from the north and south. Sarpy County has provided services as the lead agency and has selected Olsson Associates as the design engineering firm according to the applicable State and local rules for procurement. According to the current cost share as listed in the attached Agreement, Omaha will reimburse Sarpy County for 38% of the cost of the design and right-of-way phase services, currently estimated at \$869,500.00. Omaha's cost share, currently estimated to be \$330,410.00, is to be paid from the 2010 Transportation Bond Fund 13183, Organization 117117.

The Public Works Department requests your consideration and approval of the attached Resolution and Interlocal Agreement.

Respectfully submitted,

Referred to City Council for Consideration:

Robert G. Stubbe 7-9-14
Robert G. Stubbe, P.E. Date
Public Works Director

Jean Stothert 7/16/14
Mayor's Office Date

Approved as to Funding:

Stephen B. Curtiss 7/15/14
Stephen B. Curtiss Date
Finance Director

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

**RESOLUTION AUTHORIZING CHAIRMAN TO SIGN INTERLOCAL AGREEMENT WITH
DOUGLAS COUNTY AND THE CITY OF OMAHA TO SHARE THE COST OF
PROFESSIONAL DESIGN SERVICES FOR THE DESIGN OF HARRISON STREET FROM
147TH TO 157TH STREET**

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);

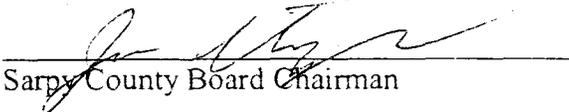
WHEREAS, via Resolution 2014-174, the County and OLSSON AND ASSOCIATES previously executed an agreement ("Agreement") for professional engineering services in conjunction with the design and development of construction documents for a project on Harrison Street from 147th Street to 157th Street;

WHEREAS, the County, Douglas County, and City of Omaha wish to enter into the attached interlocal agreement ("Interlocal Agreement") to share the cost of the professional engineering services to be performed under the Agreement; and

WHEREAS, entering into the Agreement is in the best interests of the citizens of Sarpy County.

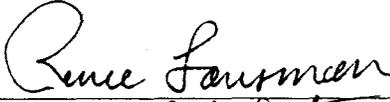
NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT pursuant to the statutory authority set forth above, the Chairman of the Board, together with the County Clerk, are hereby authorized to execute on behalf of the Board, the attached Interlocal Agreement.

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 24th day of June, 2014.


Sarpy County Board Chairman

Attest:

SEAL


County Clerk 