

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

**RESOLUTION AUTHORIZING AGREEMENT WITH HGM ASSOCIATES INC. FOR
PROFESSIONAL SERVICES FOR SARPY COUNTY PROJECT C-77(15-7) ANGUS STREET FROM
234TH STREET TO 232ND 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 HGM ASSOCIATES INC for professional engineering services in conjunction with the design and development of Construction documents for Angus Road from 234th Street to 232nd Street in Sarpy County;

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

WHEREAS, entering into the Agreement with HGM 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 HGM ASSOCIATES INC, a copy of which is attached hereto, and any other related documents, the same being approved and adopted by the Board.

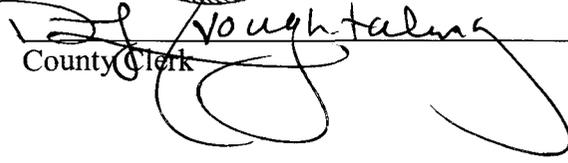
BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk are hereby authorized to execute on behalf of this Board, the Agreement.

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 11th day of February, 2014.



Sarpy County Board Chairman

Attest
SEAL

County Clerk



January 28, 2014

Mr. Dennis L. Wilson, P.E.
Sarpy County Public Works
15100 S 84th St.
Papillion, NE 68046

Subject: Angus Road Improvements
232nd Street to 234th Street
Sarpy County, Nebraska
HGM Proposal Number 000713-241

Dear Denny:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for engineering and surveying services on the referenced project. This agreement consists of this letter, the attached Scope of Services labeled as Exhibit A; the attached General Provisions labeled as Exhibit B and the Fee and Man-hours Breakdown labeled as Exhibit C.

HGM will provide Basic Services for Surveying, Preliminary Design, and Final Design Documents. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization.

HGM will provide these Basic Services on an hourly basis with our total estimated cost not to exceed \$93,051.52 without authorization.

Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date.

Sarpy County Public Works

January 28, 2014

Page 2 of 2

We anticipate that we will be able to begin work on this project within 5 working days of receiving your authorization to proceed in the form of your acceptance of this agreement. If at any time we are delayed in the performance of these services, we will notify you immediately. Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

Please indicate your acceptance of this agreement by signing where indicated below, and returning one original signed copy to this office. We sincerely appreciate the opportunity to work with you.

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT



William J. Glismann, P.E.
Senior Project Manager



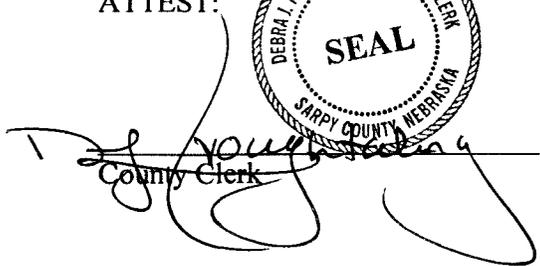
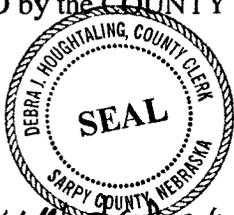
Stephen W. Moffitt, P.E.
Vice President

Acceptance of Proposal:
SARPY COUNTY PUBLIC WORKS - CLIENT

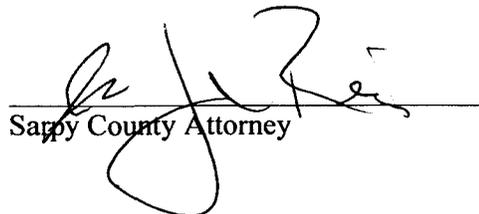
EXECUTED by the COUNTY this 11th day of February 2014.

ATTEST:

COUNTY OF SARPY


County Clerk
Sarpy County Board Chairman

Approved as to form:


Sarpy County Attorney

hgm

A TRADITION OF EXCELLENCE
A COMMITMENT TO CREATIVE SOLUTIONS

This is an exhibit attached to and made part of the letter agreement dated January 28, 2014 between: SARPY COUNTY PUBLIC WORKS (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT).

**Project Description: Angus Road Improvements
232nd Street to 234th Street
Sarpy County, Nebraska**

The following Scope of Services describes the tasks required to complete Design Engineering for the Angus Road Project from 232nd Street to 234th Street in Sarpy County, Nebraska. The project begins at the end of Asphalt paving west of 232nd St. and continues to a T intersection with 234th St. The project will include design of a paved surface for the exiting gravel road and improving the geometrics of the intersection with 234th Street.

The Basic Services to be provided by the CONSULTANT under this agreement are further described as follows:

1. PRELIMINARY DESIGN - 40%

The CONSULTANT will perform the following tasks for the CLIENT during the preliminary design phase:

- A. Attend pre-design meeting with CLIENT to determine design direction/requirements.
- B. Field Investigation of Project Site.
- C. Wetland Delineation.
 1. Delineation of the area on the northeast corner of the intersection of Angus Road and 234th Street as needed for intersection realignment.
- D. Coordinate with Utility companies to assess any conflicts within the project limits to include providing to the utilities the following drawings:
 1. Topographic survey plan
 2. Preliminary plans
- E. Provide topographic survey of the Angus Road right-of-way and area northeast of the current 234th St intersection to accommodate new intersection design.
- F. Develop Preliminary Roadway Horizontal & Vertical Alignments according to Nebraska Department of Roads design manual and Nebraska Minimum Design Standards.
- G. Investigate Intersection Geometric Options at 234th and Angus Rd. and develop concept drawings. Attend meeting with CLIENT to determine preferred intersection configuration.
- H. Preliminary Hydrology and Hydraulic Study of Drainage Channel north of Angus Road and analysis of culvert needs associated with new intersection alignment.
- I. Prepare Preliminary Plan & Profile Drawings
- J. Develop Preliminary Roadway Cross Sections.
- K. Develop preliminary quantities and opinion of probable cost.



A TRADITION OF EXCELLENCE
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- L. Provide CLIENT one-week prior to Preliminary Design Review Meeting:
 - 1. Electronic file of preliminary plan set .PDF format (11" x 17")
 - 2. 1- full size copy
 - 3. Project Cost Estimate

M. Attend Preliminary Design Review Meeting with CLIENT.

2. FINAL DESIGN

The CONSULTANT will perform the following tasks for the CLIENT during the final design phase:

- A. Field Investigation of Project Site to include final plan walk-through
- B. Contact U.S. Army Corps of Engineers to coordinate any permitting requirements for the project.
- C. Coordinate with any Utility companies that have conflicts within the project limits.
- D. Complete design and Final Construction Drawings. Anticipated drawings include:
 - 1. Cover Sheet
 - 2. General Notes / Estimated Quantities
 - 3. Typical Roadway Sections and Misc. Details
 - 4. Roadway Alignment Drawing/Control Coordinates
 - 5. Enlarged Plans of Intersection Geometrics
 - 6. Roadway Plan & Profile Drawings with Removal & Construction Notes
 - 7. Drainage Structure Sections
 - 8. Storm Water Pollution Prevention Plan (SWPPP) Drawings
 - 9. Roadway Cross Sections
- E. Prepare Special Provisions and Bid Documents. Specification will refer to the Nebraska Department of Roads Standard Specifications for Highway Construction 2007 Ed.
- F. Develop preliminary quantities and opinion of probable cost.
- G. Attend Final Design Review Meeting with CLIENT.
- H. Address any review comments and finalize contract documents for bid.

3. PERMITTING

The CONSULTANT will prepare submittal documentation for the following permits:

- A. Nebraska Dept. of Environmental Quality - NPDES Notice of Intent
- B. Papio Creek Watershed Partnership - SWPPP / Grading Permit
- C. US Army COE - 404 Permit

CLIENT'S RESPONSIBILITIES:

In order for the CONSULTANT to perform these services, the CLIENT agrees to furnish the following information:

- A. None.

This is an exhibit attached to and made part of the letter agreement dated January 28, 2014 between: SARPY COUNTY PUBLIC WORKS (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

Entire Agreement: This Agreement, comprising pages 1 through 2, and Exhibits A, B and C, is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Ownership of Instruments of Service: All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain these records for a period of ten (10) years, during which period they will be made available to the CLIENT at all reasonable times. CONSULTANT will provide CLIENT with a paper copy of the plans, the specifications, and laboratory test reports for information and reference in connection with the project; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT'S subconsultants.

CADD/Electronic Files: In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

Termination or Suspension: If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and include expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT'S rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service clause above. If the CLIENT requests copies of the CONSULTANT'S Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

Plan Revisions: If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes. Fees for these changes will be computed on an hourly basis.

Information Furnished by CLIENT: CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

Information Furnished by Utility Companies: The utility locations shown on the CONSULTANT'S instruments of service are from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that the utilities shown on the CONSULTANT'S instruments of service comprise all such utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

Successors and Assigns: Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.



A TRADITION OF EXCELLENCE
A COMMITMENT TO CREATIVE SOLUTIONS

Limitation of Liability: The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$100,000 whichever is greater.

Waiver of Consequential Damages: Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

Opinion of Probable Construction Cost: Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT'S opinion of probable construction cost.

Construction Phase Services: (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT'S responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT'S negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

Jobsite Safety: That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the CLIENT'S contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

Construction Staking: That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the CONSULTANT'S compensation received for the particular service, or \$5,000.00, whichever is greater.

Hazardous Materials: The CLIENT agrees that the CONSULTANT'S scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

Mediation: Any claims or disputes under this agreement shall be submitted to non-binding mediation.



Indemnification: The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Residency Verification Clause: Pursuant to Neb. Rev. Stat. § 4-114 *et seq.*, each party shall 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.

Insurance: During the course of services provided for by this Agreement, the Consultant shall maintain Worker's Compensation Insurance in accordance with the Worker's Compensation laws of the State of Nebraska; Professional Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate; Automobile Liability Insurance with a combined single limit coverage of \$1,000,000 for each accident; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate. For the Commercial General Liability and Automobile Liability Insurance, the Client is to be named as an additional insured on the insurance coverage identified in this section. In addition, the insurance coverage identified in this section shall be kept in force during the life of the Agreement and if there is any event of cancellation or, or material change in any of the insurance coverage, the Consultant shall notify the Client within thirty (30) days. The Consultant shall furnish proof of insurance coverage, if requested by the Client.

Nondiscrimination Clause: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. § 1985, *et seq.*), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, *et seq.*, in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

Rev 090122



A TRADITION OF EXCELLENCE
A COMMITMENT TO CREATIVE SOLUTIONS

HGM ASSOCIATES, INC.
 Fee Summary

EXHIBIT C

9/20/2013

Angus Road Improvements
 Sarpy County, Nebraska

DESIGN	Proj. Mgr. /Sen. Eng.	Design Engineer	Engineering Technician	Licensed Surveyor	Survey Crew	Admin. Assistant
Description						
Project Management	40	0	0	0	0	8
Preliminary Design	46	63	112	3	45	5
Final Design	75	107	164	0	0	0
Permitting	11	6	0	0	0	3
TOTAL MANHOURS - DESIGN	172	176	276	3	45	16
Classification	Manhours		Raw Hrly Rate		Cost	
Senior Project Engineer	172	X	\$ 49.52	=	\$ 8,517.44	
Design Engineer	176	X	\$ 36.18	=	\$ 6,367.68	
Engineering Technician	276	X	\$ 31.90	=	\$ 8,804.40	
Licensed Surveyor	3	X	\$ 51.56	=	\$ 154.68	
Survey Crew	45	X	\$ 54.00	=	\$ 2,430.00	
Administrative Assistant	16	X	\$ 16.50	=	\$ 264.00	
Subtotal Salary Expenses						\$ 26,538.20
Overhead Factor						166.01% \$ 44,056.07
SubTotal						\$ 70,594.27
Fixed Fee						13% \$ 9,177.25
TOTAL SALARY EXPENSES						\$ 79,771.52
NON-SALARY EXPENSES						
Right of Way Services (Midwest Right of Way Services Inc.)						\$ 9,920.00
Wetlands Delineation						\$ 3,360.00
TOTAL NON-SALARY EXPENSES						\$ 13,280.00
TOTAL EXPENSES						\$ 93,051.52

HGM ASSOCIATES, INC.
Tasks and Man-hours

EXHIBIT C

9/20/2013

Angus Road Improvements
Sarpy County, Nebraska

Description of Work Items/Tasks	Proj. Mgr. /Sen. Eng.	Design Engineer	Engineering Technician	Licensed Surveyor	Survey Crew	Admin. Assistant	Total
Project Management	40	0	0	0	0	8	48
PRELIMINARY DESIGN - 40%							
Pre-Design Meeting	2	2	0	0	0	1	5
Field Investigation	4	4	0	0	0	0	8
Utility Coordination	2	2	2	0	0	2	8
Topographic Survey	1	0	12	3	45	0	61
Develop Roadway Alignment / Plan & Profile Dwg	4	12	30	0	0	0	46
Develop Typical Roadway Sections	0	2	6	0	0	0	8
Intersection Geometrics / Options	12	24	24	0	0	0	60
Intersection Option Review Meeting	3	3	16	0	0	1	23
Hydrology / Hydraulic Analysis & Preliminary Culvert Design	12	0	6	0	0	0	18
Roadway Cross Sections	0	4	12	0	0	0	16
Quantities/Cost Estimate	4	8	4	0	0	0	16
Preliminary Design Review Meeting	2	2	0	0	0	1	5
SUB-TOTAL MAN-HOURS - PRELIMINARY DESIGN	46	63	112	3	45	5	274

HGM ASSOCIATES, INC.
Tasks and Man-hours

EXHIBIT C

9/20/2013

Angus Road Improvements
Sarpy County, Nebraska

Description of Work Items/Tasks	Proj. Mgr. /Sen. Eng.	Design Engineer	Engineering Technician	Licensed Surveyor	Survey Crew	Admin. Assistant	Total
FINAL DESIGN							
Field Investigation	4	4	0	0	0	0	8
Utility Coordination	2	2	2	0	0	0	6
Coordination with US Army Corps Of Engineers	6	0	0	0	0	0	6
Construction Drawings							
Cover	1	1	4	0	0	0	6
General Notes / Estimate of Quantities	2	8	8	0	0	0	18
Typical Section & Misc Details	4	8	16	0	0	0	28
Roadway Alignment & Control	1	4	10	0	0	0	15
Intersection Geometrics	4	16	16	0	0	0	36
Roadway Plan & Profile/ Construction Plans	8	16	32	0	0	0	56
Drainage Structure Sections	10	2	16	0	0	0	28
SWPPP	1	12	20	0	0	0	33
Cross Sections	2	8	16	0	0	0	26
Special Provisions	16	0	0	0	0	0	16
Quantities/Cost Estimate	2	10	4	0	0	0	16
Final Design Review Meeting	4	4	0	0	0	0	8
Address Review Comments	8	12	20	0	0	0	40
SUB-TOTAL MAN-HOURS - FINAL DESIGN	75	107	164	0	0	0	346

HGM ASSOCIATES, INC.
 Tasks and Man-hours

EXHIBIT C

9/20/2013

Angus Road Improvements
 Sarpy County, Nebraska

Description of Work Items/Tasks	Proj. Mgr. /Sen. Eng.	Design Engineer	Engineering Technician	Licensed Surveyor	Survey Crew	Admin. Assistant	Total
PERMITTING							
NE DEQ NPDES Permit	1	0	0	0	0	1	2
PCWP - SWPPP Permit	2	6	0	0	0	1	9
USACE 404 Permit	8	0	0	0	0	1	9
SUB-TOTAL MAN-HOURS - PERMITTING	11	6	0	0	0	3	20

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

September 18, 2013

Mr. Bill Glissman
HGM Associates, Inc.
640 5th Avenue
Council Bluffs, IA 51501

RE: Proposal for Right of Way Services
234th Street and Angus Road Improvements
Sarpy County, Nebraska

Dear Mr. Glissman:

Midwest Right of Way Services, Inc. is pleased to provide this proposal for right of way services for the above-referenced project in Sarpy County, Nebraska.

CONSULTANT AND KEY PERSONNEL

Consultant- Midwest Right of Way Services
13425 "A" Street
Omaha, Nebraska 68144
(402) 955-2900
(402) 955-2903 FAX

Key Personnel- Jack Borgmeyer, President

PROJECT UNDERSTANDING

This project involves the acquisition of right of way from two parcels of land located along Angus Road in Sarpy County, Nebraska. The acquisitions may include fee title acquisitions, permanent easements and temporary construction easements, and are required for the construction of a road realignment and improvement project.

PROJECT MANAGEMENT

This task will involve coordination of all project elements so that work is initiated as it should be, appropriate progress is made, and schedules are met. Coordination and scheduling of the title work, appraisals, and the acquisition and closing process will be the responsibility of the project manager.

TITLE SEARCHES

Title searches will be ordered for the property to be acquired in order to determine fee ownership and any liens and encumbrances which will affect the title. Midwest Right of Way Services will contract with Nebraska Title Company in Omaha to provide these services.

13425 "A" Street • Omaha, Nebraska 68144 • Phone 402-955-2900 • 866-955-2901 • Fax 402-955-2903

APPRAISALS

This task involves preparation of two short form appraisal reports which will provide values for the land and easements to be acquired. Tom Stevens of Thomas Stevens and Associates will prepare and provide the reports. He is approved by the State of Nebraska Department of Roads to provide appraisal reports for Federal Aid Projects.

ACQUISITION

Midwest Right of Way Services' acquisition agents will make every effort to understand the project's objective before meeting with the property owner. They will prepare all documents, present and explain the offer, answer all acquisition-related questions, and secure signatures from all interested parties. Our acquisition agent will obtain tenant information from property owners and proceed to obtain signed a leasehold contract, if applicable.

Midwest Right of Way Services will perform the services in accordance with the Nebraska Department of Roads Right of Way Manual. Our goal is to acquire the necessary right of way through amicable negotiations. If condemnation is required, Midwest Right of Way Services will deliver the parcel files to Sarpy County and be available for consultation or condemnation testimony.

TEAM MEMBERS

Jack Borgmeyer, SR/WA, R/W-RAC, is President of Midwest Right of Way Services, Inc. Borgmeyer is qualified to complete all aspects of the right of way process. His experience includes right of way title searches, land and easement acquisition, relocation, condemnation testimony, and project management. Borgmeyer has over 30 years of experience relating to real estate and right of way.

Stacey A. Kroeger, R/W-RAC, Right of Way Agent, has worked for Midwest Right of Way Services for twelve years. She has performed acquisition negotiations and relocation assistance for the past eight years. Her experience includes right of way title searches, acquisition negotiations and relocation assistance for state and local, federally funded projects in Nebraska and Kansas.

Dave Minino, Right of Way Agent, has worked for Midwest Right of Way Services since April of 2012. He has performed acquisition negotiations for airport, roadway, utility and drainage projects. His experience also includes real estate sales, title search and review, as well as the ability to read and interpret engineering plans.

Denny Bliss, Right of Way Agent, has worked for Midwest Right of Way Services since July of 2011. He has performed acquisition negotiations for airport, roadway, and drainage projects. His experience also includes preparation and review of legal descriptions, review of land title reports, as well as the ability to read, interpret and draw engineering plans. He is also an experienced CADD technician.

Lynda Steigerwalt provides office support and document preparation for Midwest Right of Way's acquisition and relocation agents. She has over seven years of experience in the title insurance and real estate industries.

PAYMENT FOR SERVICES

Midwest Right of Way Services proposes the right of way services detailed above for the following hourly fees:

	<u>Hourly Salary Rates</u>
Project Manager	\$ 95.00
Right of Way Agent/Relocation Agent	\$ 85.00
Mileage at Standard IRS Rate	\$ 0.565 per mile

The maximum fees for each task will be as follows:

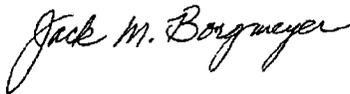
<u>Task</u>	<u>Maximum Fee</u>
Project Management 2 parcels @ \$380.00 each	\$ 760.00
Acquisition 2 parcels @ \$2,380.00 each	\$ 4,760.00
Title Services 2 parcels @ \$200.00 each	\$ 400.00
Appraisals – Tom Stevens	<u>\$ 4,000.00</u>
TOTAL MAXIMUM FEES	\$ 9,920.00

If additional work or meetings are requested beyond the scope indicated in this proposal, we will contact you to discuss revising the contract amount before the additional work is started. Condemnation court testimony and consultation will be billed at our standard hourly rate plus expenses, if needed. Invoices will be sent on an approximate monthly basis for services rendered.

If the above described items are satisfactory to you, please sign and date the original and duplicate original of this letter in the space provided. Keep one executed copy of this letter for your files and return the duplicate copy to us for our files. Receipt of this letter contract will be considered our formal notice to proceed with the work.

Sincerely,

MIDWEST RIGHT OF WAY SERVICES, INC.



Jack Borgmeyer
President

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

Authorized Representative
HGM Associates, Inc.

Date: _____

September 17, 2013

Bill Glismann, P.E.
HGM Associates Inc.
5022 South 114th Street, Suite 200
Omaha, Nebraska 68137-1330

RE: Proposal for Wetland Delineation Services
234th and Angus Road Realignment Project
Sarpy County, Nebraska

Dear Bill:

I am pleased to submit this proposal for wetland delineation services for HGM Associates (HGM) 234th and Angus Road Realignment Project in Sarpy County, Nebraska. The proposed project consists of realigning Angus Road to provide a more direct connection to 234th Street. Stephanie Krager (Consultant) attempted to view the site in preparation of this proposal, but was unable to access the site due to the presence of cattle and electric fencing around the property. Based on a walk along the perimeter of the property and review of site photos, I propose the following scope of work.

Task 1. Review Existing Resources (2 hours). Consultant will review existing resources, including 7.5 minute topographic mapping, county soil survey, National Wetland Inventory, and aerial photography.

Task 2. Field Survey and Wetland Delineation (16 hours). Consultant will visit the project site to determine if waters of the U.S., including wetlands, are present within the Environmental Study Area (ESA). The approximate boundaries of the proposed ESA are shown on the attached Exhibit A. HGM shall provide Consultant with right of entry and shall provide secure entry to the site during field survey.

The environmental study area boundaries will be based on general information provided by HGM and will be as follows:

The ESA will be bounded by Angus Road on the east, the intersection of Angus Road and 234th Street on the south, and 234th Street on the west. The north boundary will be a line starting approximately 150 feet north of an adjacent private drive on 234th Street and extend east across the property to approximately a point opposite a private drive located on the south side of Angus Drive. (just west of 232nd Street).

There is a shallow drainage channel that crosses the property, as well as extensive woody species. The trees that could be viewed from the road appeared to be upland species. However, the herbaceous vegetation is severely degraded by the presence of the cattle, and needs a more detailed assessment. The middle portion of the property could not be viewed during the preliminary visit.

Delineation Method

The field delineation will be completed according to the 1987 U.S. Corps of Engineers (Corps) Wetland Delineation Manual and the Midwest Regional Supplement. The delineation will include: a) documentation of wetlands on Corps Wetland Determination Data Sheets for the Midwest Region; b)

identification of other waters of the US, including streams, ponds, and lakes; and c) ground level photo documentation. Field data collection shall be accomplished during the growing season. The data collected during the delineation will be organized into a wetland delineation report.

The delineation of wetlands will be performed with at least one sample point in the wetland and one in upland at each upland/wetland interface. Wetlands shall be identified according to the Cowardin classification system. Water regime (perennial, intermittent, ephemeral, etc) will be based on professional judgment and available resources (7.5 minute topographic map, National Wetland Inventory, etc).

Identified wetlands, sample points (labeled S-1, S-2, etc.), and photo points (labeled P-1, P-2, etc.) will be flagged by Consultant to be surveyed by HGM. These points will be incorporated into a figure to be produced by HGM. The figure will be an aerial photo identifying the project site to include labels for the sample and photo points and identifies the wetland boundaries with total acreage of each.

Task 3. Wetland Delineation Report (30 hours). Consultant will provide HGM one reproducible copy of the wetland delineation report. At the request of HGM, additional copies will be printed at the cost of reproduction. Data will include wetland boundaries, wetland types, waters of the U.S., and location of data sample points and photo points. HGM will assist with the wetland report by providing GPS locations for the wetland boundary, sample points, and photo points.

Fee Proposal

I propose to conduct the tasks on a time and materials basis with a not to exceed maximum fee of \$3,360.

Other direct expenses are estimated at 5 percent above the fee, and will be billed separately without markup. These may include items such as mileage, reproduction charges, postage, flags, wood lathe etc. Vehicle mileage will be charged at the current federal rate at the time of usage.

If the terms of this contract are acceptable, please sign and date in the space provided below, and return an original copy for my file.

Thank you for considering me for this work. If you have any questions or require additional information, please feel free to call me at (402) 690-8795.

Sincerely,

Stephanie Krager
Stephanie Krager

9/17/13
Date

Bill Glismann, P.E. – HGM Associates

Date