

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

**RESOLUTION AUTHORIZING AMENDMENT #1 WITH OLSSON AND ASSOCIATES FOR
PROFESSIONAL SERVICES RELATED TO ROAD IMPROVEMENTS TO SCHRAM ROAD
FROM 144TH ST to 150TH ST**

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, the County and OLSSON AND ASSOCIATES previously executed an Agreement for Professional Services via Resolution 2013-336;

WHEREAS, the County and OLSSON AND ASSOCIATES wish to enter into Amendment #1, attached hereto, which outlines modifications and/or additional duties for road improvements to Schram road from 144th Street to 150th Street; and

WHEREAS, Amendment #1 is supplemental to the original Agreement for Professional Services (Resolution 2013-336).

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT this Board hereby approves Amendment #1, and any other related documents, the same being approved by the Board.

BE IT FURTHER RESOLVED that the Chairman of the Board, together with the County Clerk are hereby authorized to execute on behalf of this Board, Amendment #1.

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 4th day of March, 2014.

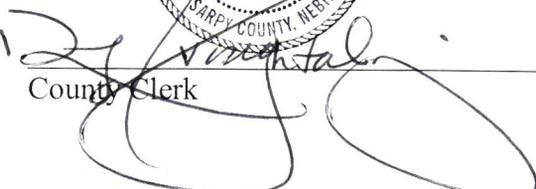


Sarpy County Board Chairman

Attest:

SEAL





County Clerk



LETTER AGREEMENT AMENDMENT #1

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated September 9, 2013 between Sarpy County ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Sarpy County, NE

Project Description: Schram Road from approximately 150th Street to approximately Highway 50 (144th Street)

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

TASK-9 PROJECT MANAGEMENT

- Project Management - This task includes time for, but is not limited to contract management, invoicing, coordination with Client, and all other general project management tasks as required for the project.

TASK-10 CONSTRUCTION ADMINISTRATION AND CONSTRUCTION OBSERVATION

Olsson will furnish Construction Administration and full/ part time Observation Services during the construction phase of the project based on 82 Calendar days. In the performance of these services, Olsson shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. Olsson shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes or orders applicable to the Contractor furnishing and performing the work. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. These services shall in no way relieve the Contractor of complete supervision of the work or the Contractor's obligation for complete compliance with the drawings and specifications. Specific services performed by the Olsson are as follows:

- Pre-construction Conference: At the date and time selected by the County and at facilities provided by Olsson Associates, conduct a pre-construction conference. Olsson will prepare an agenda for the conference, record and distribute meeting minutes to those in attendance. The pre-construction conference will include a discussion of the Contractor's tentative schedule, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid. Procedures for dealing with unforeseen problems will be developed and discussed. Olsson will prepare and distribute meeting minutes to all in attendance.
- Progress Meetings: It is anticipated to have weekly progress meetings during the project construction time frame. Olsson Associates will prepare meeting attendance sheets and agendas, record and distribute meeting minutes over the course of the construction contract time of 82 Calendar days.
- Review Contractor's Submittals: Olsson will coordinate Contractor submittals, for equipment, materials, and construction and distribute to County personnel. All requests for variations from the contract documents will be reviewed with the County before issuing an approval to the contractor.
- Construction Observation: Olsson will furnish Construction Administration, plus full time Observation Services will be provided during critical phases of construction and part time Observation Services during non-critical phases of the project based on 82 Calendar days. Perform Construction Observation of the general progress of the work to assist in determining if the work is proceeding in accordance with the plans and specifications. All discrepancies will be reported to the County and Contractor. The County's Project Manager shall approve all corrective measures.
- Construction Reporting: Olsson will keep a field diary to record the daily construction activities, and create a weekly report summarizing the work activities and quantities of work performed.
- Project Documentation: Compile documentation to support the basis of all Requests for Information (RFI), Field Orders, Work Change Directives, and Change Orders.
- Pay Requests: Olsson will verify the quantities of work, creating a pay estimate, and submitting to the County for processing.
- Process Change Orders: Olsson shall prepare change orders that are agreed to by the contract parties. Documentation to support the basis for the claim will be developed, as well as justification for a change to the contract price. Olsson will review change order requests and they will be discussed with the County before they are developed in final form.
- Substantial Completion: Upon receipt of written notification from the Contractor that the Contractor has met the substantial completion requirements of the Specifications, Olsson will schedule a walk through to identify items to be completed or corrected prior to accepting substantial completion. Olsson will prepare a substantial completion punch list and distribute to the County and Contractor.
- Final Inspection: Olsson will conduct a final completion walk through with the County and Contractor to identify items requiring completion or correction prior to final payment. Olsson will prepare a final completion punch list and distribute to the County and Contractor.

- Record Drawings: Olsson will maintain record drawings and specifications at the job site based on site observation and the Contractor's record. This information will be combined and one set of record drawings will be provided to the County. Record drawings are to be provided to the County in digital format.

TASK-11 CONSTRUCTION STAKING

- Construction Staking: Olsson shall perform construction staking for the items listed below one time only. Any additional staking or the replacement of any damaged or destroyed stakes will be an additional cost.

Construction Staking shall include but is not limited to the following:

- Maintain, verify and establish horizontal and vertical control points as needed.
- Stake Right-Of-Way, limits of construction and temporary construction easements.
- Grading - Stake roadway centerline and provide control points for GPS machine control grading. Any additional grade stakes will be billed at our standard hourly billing rates, plus expenses.
- Culverts - Stake the culvert pipes on an offset with grades to the invert and rim elevations.
- Street Paving: Stake pavement sections and driveway entrances on an offset at 50 foot intervals in the tangents and 25 foot intervals in horizontal and vertical curves.

TASK-12 CONSTRUCTION TESTING

- Construction Testing: Construction monitoring and testing services shall include, but is not limited to the following: pavement sub-grades, structural backfill, embankment, and concrete pavements. Olsson proposes to provide our testing services in the following manner:
 - Review soil materials proposed for use as structural fill as needed. Run laboratory tests to determine the soil description and compaction characteristics of fill materials found on and off site as required by the geotechnical report's recommendations.
 - Provide an engineering technician to observe the placement of embankment fill on an as requested basis. Run field density tests to document the quality of the fill and evaluate compliance with the project specifications.
 - Provide a technician to run field density tests to document the quality of the pipe backfill and evaluate compliance with the project specifications. Report the test results regarding compliance of the work with the project specifications to the County as the work progresses.
 - Provide a technician to observe the final prepared pavement sub-grade prior to placement of the concrete pavement sections. Run field density tests to document the quality of the sub-grade and evaluate compliance with the project specifications. Report the test results regarding compliance of the work with the project specifications to the County as the work progresses. This work will also

include settlement monitoring of the culvert extension areas over the initial winter as recommended by the engineer.

- Provide a technician on an as-required basis during the construction of concrete pavements for field inspections. Sample and test the concrete for slump, air entrainment and temperature. Cast sets of 4 compressive strength specimens for the reinforced and sets of 4 for pavement concrete placed on-site. Based on the City of Omaha requirements obtain concrete core samples and perform thickness tests on the samples.

TASK-13 SWPPP INSPECTIONS

- SWPPP Inspection: Olsson will provide an engineering technician for SWPPP inspection a minimum of once per week for duration of construction for the project until vegetation stabilization has occurred. Olsson has estimated 5 months duration for SWPPP inspections. Should SWPPP inspections be required beyond 5 months, an additional \$700 per month will be billed until the permit is closed. This will include a scheduled once-per-week site visit and an estimated number of additional visits as required for rain events in the project area of ½ inch or more. Olsson will report SWPPP compliance to the best of our knowledge, and inspection reports will be submitted weekly to the County and will be provided to the contractor to be maintained on site.

Task	Task Description	Amount	Fee Type
9	Project Management (CE)	\$1,950	T&M
10	Construction Administration & Observation	\$40,648	T&M
11	Construction Staking	\$10,678	T&M
12	Construction Testing	\$11,450	T&M
13	SWPPP Inspections	\$3,500	T&M
Total Contract		\$68,226	T&M

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

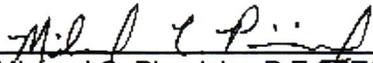
Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with the Labor Rate Schedule and the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices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

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By 
Michael C. Piernicky, P.E., PTOE

By 
Anthony Egelhoff, P.E.

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

SARPY COUNTY

By 
Signature

Printed Name Jim Thompson

Title Chairman

Dated: 3/4/14

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Date 02-19-2014
 Job Schramm Rd. Improvements Construction Services

Estimated Hours Required

Phase/ Task	Description of Work	Contract Admin./PM	Construction Admin	RPR #1	Geotech. Eng #1	Senior Project Engineer	Project Engineer	Senior Technician	Material Testing Manager	Materials Tester #1	Materials Tester #2	Survey Crew	Survey Office Support	Admtn. Assistant	TOTAL MAN- DAYS	Travel (Car)	Travel (Surv)	Field Equip.	Lab Services	TOTAL LABOR FEE	TOTAL EXPENSE FEE	TOTAL FEE	
	Estimate is based on 82 Calendar Days for Construction with Daily On-Site Observation hours varying																						
Task 9	Project Management														0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	
a	Project Management		15												1.88	0.00	0.00	0.00	0.00	\$1,950.00	\$0.00	\$1,950.00	
	Total		15	0	0	0	0	0	0	0	0	0	0	0	1.88	\$0.00	\$0.00	\$0.00	0.00	\$1,950.00	\$0.00	\$1,950.00	
Task 10	Construction Administration and Observation														0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	
a	Pre-Construction Conference	2	3	2											0.88	0.00	0.00	0.00	0.00	\$683.00	\$0.00	\$683.00	
b	General Construction Administration		32												4.00	0.00	0.00	0.00	0.00	\$2,976.00	\$0.00	\$2,976.00	
c	Review Contractor Submittal	3	10												1.63	0.00	0.00	0.00	0.00	\$1,320.00	\$0.00	\$1,320.00	
d	Pay Requests		10	3											1.63	0.00	0.00	0.00	0.00	\$1,146.00	\$0.00	\$1,146.00	
e	Project Modifications/ Change Manager		12												1.50	0.00	0.00	0.00	0.00	\$1,116.00	\$0.00	\$1,116.00	
f	Progress Meetings	5	22	10											4.63	72.80	0.00	0.00	0.00	\$3,416.00	\$72.80	\$3,488.80	
g	Utility Coordination (concurrent work)		10												1.25	0.00	0.00	0.00	0.00	\$723.00	\$0.00	\$723.00	
h	Substantial Completion Walk Thru		2												0.25	29.12	0.00	0.00	0.00	\$144.00	\$29.12	\$173.12	
i	Final Completion Walk Thru		2												0.25	29.12	0.00	0.00	0.00	\$144.00	\$29.12	\$173.12	
j	Project Closeout and Assemble Field Record Drawings		8	4											1.50	0.00	0.00	0.00	0.00	\$1,032.00	\$0.00	\$1,032.00	
k	Full Time Construction Observation (8.0hrs per day)		216												27.00	437.92	0.00	0.00	0.00	\$15,552.00	\$437.92	\$15,989.92	
l	Part Time Construction Observation (4.0hrs per day)		156												19.50	598.04	0.00	0.00	0.00	\$11,232.00	\$598.04	\$11,830.04	
	Total	10	97	405	0	0	0	0	0	0	0	0	0	0	64.00	1167.00	0.00	0.00	0.00	\$39,481.00	\$1,167.00	\$40,648.00	
Task 11	Construction Staking														0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	
a	Maintain, verify and establish horizontal and vertical control points as needed											2			0.50	28.00	0.00	30.00	0.00	\$390.00	\$58.00	\$448.00	
b	Stake Right-of-Way, limits of construction and temporary construction easement											2			1.00	42.00	0.00	100.00	0.00	\$850.00	\$142.00	\$992.00	
c	Grading - Stake roadway centerline and slope stakes throughout the project											23			3.25	84.00	0.00	25.00	0.00	\$2,885.00	\$109.00	\$2,994.00	
d	Settlement - Stake the settlement limits and temporary drainage pipe											6			1.00	42.00	0.00	75.00	0.00	\$850.00	\$117.00	\$967.00	
e	Stake pipe with grades to the invert and rim elevations and two box culvert structure											6			1.00	42.00	0.00	63.00	0.00	\$850.00	\$82.00	\$932.00	
f	Stake pavement at 50 foot intervals in tangents and 25 foot intervals in horizontal curve											27			3.75	84.00	0.00	150.00	0.00	\$3,345.00	\$234.00	\$3,579.00	
g	Staking coordination with contractor											2			0.50	28.00	0.00	0.00	0.00	\$390.00	\$28.00	\$418.00	
h	Verify Earthwork - Cross sections (as needed)											2	1		0.38	28.00	0.00	0.00	0.00	\$310.00	\$28.00	\$338.00	
i															0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	
j															0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	
	Total	0	0	0	0	0	0	0	0	0	0	74	17	0	11.38	378.00	0.00	430.00	0.00	\$9,870.00	\$808.00	\$10,678.00	
Task 12	Construction Testing														0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	
a	Fill Placement											20			2.50	0.00	0.00	0.00	265.00	\$1,300.00	\$370.00	\$1,670.00	
b	Utility Backfill											6			1.00	0.00	0.00	0.00	265.00	\$520.00	\$125.00	\$645.00	
c	Pavement Subgrades											9			1.13	0.00	0.00	0.00	265.00	\$385.00	\$340.00	\$725.00	
d	Concrete Pavements											60			7.50	0.00	0.00	0.00	1,200.00	\$1,900.00	\$1,390.00	\$5,290.00	
e	Reporting Coordinator								18	104					3.50	0.00	0.00	0.00	0.00	\$2,720.00	\$0.00	\$2,720.00	
f															0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	
g															0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	
	Total	0	0	0	0	0	0	0	18	104	0	0	0	3	15.63	0.00	0.00	0.00	1995.00	\$9,025.00	\$2,425.00	\$11,450.00	
Task 13	SWPPP Inspections														0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	
a	SWPPP inspection and reporting						4				43				0.00	0.00	0.00	0.00	0.00	\$3,275.00	\$225.00	\$3,500.00	
															0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	
															0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	
															0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	
	Total	0	0	0	0	4	0	0	0	43	0	0	0	0	5.88	0.00	0.00	0.00	0.00	\$3,275.00	\$225.00	\$3,500.00	
	Total Man Days														98.77								
	Totals hours by Classification	25.00	97.00	405.00	0.00	4.00	0.00	0.00	18.00	147.00	0.00	74.00	17.00	3.00						\$63,601.00	\$4,625.00	\$68,226.00	
	Hourly Rate	\$130.00	\$93.00	\$72.00	\$120.00	\$120.00	\$120.00	\$70.00	\$110.00	\$65.00	\$55.00	\$115.00	\$80.00	\$65.00									
	Total Cost by Classification	\$3,250.00	\$9,021.00	\$29,160.00	\$0.00	\$480.00	\$0.00	\$0.00	\$2,070.00	\$9,555.00	\$0.00	\$8,510.00	\$1,360.00	\$195.00		1545.00	0.00	430.00	1995.00			\$68,226.00	

Deb Houghtaling

Sarpy County Clerk

Renee Lansman
Chief Deputy

1210 Golden Gate Drive #1250 • Papillion, Nebraska 68046-2842
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

March 5, 2014

Michael Piernicky, P.E. PTOE
Anthony Egelhoff, P.E.
Olsson Associates
2111 S. 67th Street Suite 200
Omaha, NE 68106

Dear Mr. Piernicky and Mr. Egelhoff,

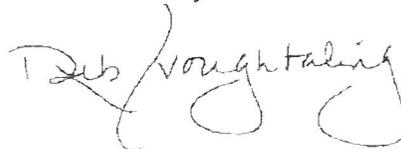
Action by the Sarpy County Board of Commissioners on March 4, 2014 is as follows:

Resolution 2014-83: Authorize Chairman to sign amendment 1 with Olsson and Associates for professional services related to road improvements to Schram Road from 144th St. to 150th St. Denny Wilson, Engineer

MOTION: Carlisle resolved, seconded by Richards, to approve the resolution for the "Letter Agreement Amendment 1" which outlines modifications and/or additional duties for road improvements supplemental to the original agreement previously approved by Resolution 2013-336. Ayes: Thompson, Richards, Carlisle & Warren. Nays: Kelly.

Attached is the above referenced agreement for your files.

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosure
DH/sm