

2017 - 002

SARPY COUNTY AND SARPY CITIES WASTEWATER AGENCY

RESOLUTION APPROVING AGREEMENT WITH HDR FOR ENGINEERING SERVICES RELATED TO THE SOUTHERN SARPY COUNTY WASTEWATER TREATMENT STUDY PHASE 2B

WHEREAS, Sarpy County and the Sarpy Cities formed a Wastewater Agency ("Agency") pursuant to the Sarpy County and Sarpy Cities Wastewater Agency Agreement ("Agreement");

WHEREAS, pursuant to the Agreement, the Agency has the authority to enter into contracts for Agency projects and services; and

WHEREAS, the Agency desires to approve a contract with HDR for engineering services related to the Southern Sarpy County Wastewater Treatment Study Phase 2B, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Agency hereby approves the contract with HDR and authorizes the Chairman to sign it, along with any other related documents, the same being approved by the Agency.

The above Resolution was approved by a vote of the Sarpy County and Sarpy Cities Wastewater Agency at a public meeting duly held in accordance with the applicable law on the 14th day of November, 2017.



Agency Chairman

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of this 14th day of November 2017 between Sarpy County and Sarpy Cities Regional Wastewater Agency, hereinafter referred to as "OWNER", and HDR Engineering, Inc, hereinafter referred to as "ENGINEER", for engineering services as described in this Agreement.

WHEREAS, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

WHEREAS, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

SECTION I. PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.
- 1.4 The OWNER must provide written approval before any work is performed, which would take cost over the estimated amount provided in this Agreement.

SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

SECTION III. COMPENSATION

Compensation for ENGINEER's Services shall be in accordance with Part 6 of each Task Order, and in accordance with paragraph 11 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The "HDR Engineering, Inc. Terms and Conditions for Professional Services," which are attached hereto, are incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SARPY COUNTY AND SARPY
CITIES REGIONAL WASTEWATER

AGENCY
"OWNER"

HDR ENGINEERING, INC.
"ENGINEER"

BY: Donald R Kelly

BY: Matthew Tondl

NAME: Don Kelly

NAME: Matthew B. Tondl, PE

TITLE: Chairman

TITLE: Senior Vice President

ADDRESS: 1210 Golden Gate
Papillion NE 68046

ADDRESS: 8404 Indian Hills Drive
Omaha, NE 68114

EXHIBIT A TASK ORDER

This Task Order pertains to an Agreement by and between Sarpy County and Sarpy Cities Regional Wastewater Agency, ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated the 14th day of November, 2017 ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: _____

PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

PART 3.0 OWNER'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 ADDITIONAL TERMS AND CONDITIONS (if any)

PART 6.0 PAYMENTS TO ENGINEER

This Task Order is executed this 14th day of November, 2017

SARPY COUNTY AND SARPY CITIES
REGIONAL WASTEWATER AGENCY

"OWNER"

BY:

NAME:

TITLE:

ADDRESS:

Donald R Kelly

Don Kelly

Chairman

1210 Golden Gate Dr.
Papillion NE 68044

HDR ENGINEERING, INC.

"ENGINEER"

BY:

NAME:

TITLE:

ADDRESS:

Matthew B. Tondl

Matthew B. Tondl, PE

Senior Vice President

8404 Indian Hills Drive
Omaha, Ne 68114

HDR Engineering, Inc.

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; 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 ENGINEER 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. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER'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 (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) 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.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER 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, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability,

and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of

expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable

laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

Task Order Number 1

Sarpy Retional Wastewater System Implementation Phase 1

TASK DESCRIPTION	Total Hours	Total Labor	% of Total	Composite Hourly Rate
PHASE 1 SERVICES				
Task Series 100 - Project Management and Coordination	79	\$15,030	8.4%	\$190
Phasing	164	\$22,189	12.4%	\$135
Task Series 300 - Analyze Potential Funding Sources	242	\$39,617	22.1%	\$164
Task Series 400 - Refine Implementation Plan	174	\$24,081	13.4%	\$138
Task Series 500 - Refine Funding Scenario	128	\$25,554	14.2%	\$200
Task Series 600 - Work With Municipal Advisor and Law Firm to Develop a Financial Plan	40	\$9,632	5.4%	\$241
Task Series 700 - Ongoing Support for the Regional System	213	\$37,089	20.7%	\$174
Task Series 800 - Executive Summary	39	\$6,139	3.4%	\$157
TOTAL LABOR	1079	\$179,332	100.0%	\$166

PROJECT NAME: Regional Wastewater System Implementation Phase 1

PART 1.0 BACKGROUND

Continued growth in Sarpy County (County) will consume developable acreage north of the hydraulic ridgeline and will be increasingly dependent on wastewater service south of the ridgeline.

The initial concept for regional wastewater service in southern Sarpy County was developed by HDR in 2006/2007. HDR updated and expanded upon the original studies, completing Phases 1A and 1B of the Southern Sarpy County Wastewater Study (Regional Study) in 2015 and early 2016, and then supported the passage of enabling legislation in the form of LB253 in early 2017 as Phase 2A of the Regional Study.

Building from these prior efforts, support for implementation of the Southern Sarpy County Regional Implementation Phase 1 as described in this Task Order 1 will include the following services in Wastewater System (Regional System) by the Sarpy County and Sarpy Cities Wastewater Agency (Agency):

- **Work with Steven Jensen Consulting** to identify growth area priorities to serve immediate development needs, better define longer term development areas and better reflect longer term growth forecasts.
- **Analyze Potential Funding Sources** identified in Regional Study Phase 1B and work with the Agency's Law Firm to consider private sector funding.
- **Refine the Implementation Plan** developed in Regional Study Phase 1B to reflect the Agency's growth area priorities.
- **Refine the Funding Scenario** developed in Regional Study Phase 1B to reflect likely funding sources and the refined Implementation Plan.
- **(Optional) Work with a Municipal Advisor and Law Firm to Develop a Financial Plan** for implementation of the Regional System.
- **Provide Ongoing Technical Support for the Regional System** including an updated brochure, a 20 to 30 minute presentation template, and meetings to promote funding and implementation of the Regional System.

Implementation Phase 1 (Task Order 1) does not include the following, which may be required in the future:

- Testimony, application, or other technical support to assist with obtaining funding.
- Other general development or governance related technical support
- Regional System facility design.

The Task Order 1 scope of services and estimated fee, which follow, are for Implementation Phase 1. All future phases of work will be developed as separate task orders.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER

Task Series 100 – Project Management and Coordination

Task 110 - Project Management

- Prepare a Project Management Plan to document scope, schedule, budget, staffing, quality control, and other procedures.
- Manage ongoing activities and coordination with the Agency and other Agency representatives.

Task 120 - Kickoff Meeting

- Participate in a Kickoff Meeting with the Agency, Steven Jensen Consulting, the Agency's Law Firm, and the Agency's Municipal Advisor to review, collaborate, and refine the path forward.

Task 130 – Agency Meetings

- Conduct periodic progress meetings with the Agency to discuss project scope, schedule, and budget, and current status.

Deliverables:

- Project Management Plan
- Refined Implementation Phase 1 Task Order, if necessary.

Key Understandings:

- Meetings with the Agency will be conducted at the COUNTY offices.
- Up to four (4) progress meetings are scheduled to coincide with meetings identified in other task series.

Task Series 200 – Work with Steven Jensen Consulting to Refine Phasing

Regional Study Phase 1B presented growth forecasts and assumed implementation of the Regional System in four phases (1a, 1b, 2, and 3) over 30 years. The objective of Task Series 200 is to support refinement of the phasing plan to reflect the Agency's priorities with respect to growth areas and to reflect land use needs associated with forecast future growth.

Task 210 – Provide Technical and Logistical Support to Steven Jensen Consulting

Task 210 consists of providing technical and logistical support to Steven Jensen Consulting in defining the collective priorities of the Agency, County, and Stakeholder Cities with respect to

growth areas to service initial demand and forecast future growth. It is anticipated that the initial growth area(s) will be more focused and that subsequent growth areas will be more consistent with the land requirements associated with forecast population and employment. Such technical support will include the following.

- Provide updated mapping.
- Provide clerical, graphical, and other logistical support for Steven Jensen Consulting.
- Provide population and employment growth forecasts.
- Attend up to two (2) meetings to provide technical input with respect to land area requirements for future growth and the serviceability and relative costs of potential growth areas.

Task 220 – Refine Regional System Phasing Plan

Task 220 consists of refining the Regional System Phasing Plan to serve Agency priorities identified in Task 210 for initial demand and future growth forecast, including the following.

- Prepare mapping that identifies growth area(s) for initial demand.
- Prepare mapping that identifies growth area(s) for future growth forecast.

Task 230 – Summarize Results

Task 230 consists of the following.

- Document the refined Phasing Plan in a Summary Memo.
- Present the Refined Regional System Phasing Plan for consideration by the Agency.

Deliverables:

- Electronic copy (pdf) of the Refined Regional System Phasing Plan Memo for review and comment.

Key Understandings:

- Steven Jensen Consulting will lead efforts to identify the Agency's priorities with respect to growth areas and land use needs associated with forecast future growth.
- Agency representatives will work with their respective community to provide review and comment on the Refined Regional System Phasing Plan Memo.
- Up to two (2) meetings with the Agency and Steven Jensen Consulting, and up to three (3) requests for review of information are anticipated in support of Task Series 200.
- It is anticipated that a second iteration of the Refined Regional System Phasing Plan will likely be necessary based on the results of Task Series 500.
- The Agency will be responsible for printing hard copies of the Refined Regional System Phasing Plan.

- The following items are not included herein:
 - Presentation of the Refined Regional System Phasing Plan to Sarpy County or individual Sarpy Cities.
 - Additional/updated population projections
 - Establishment of growth management policies

Task Series 300 – Analyze Potential Funding Sources

Regional Study Phase 1B identified a number of potential grant, third funding, and borrowing sources for the Regional System, in addition to capital/connection fees and sewer rates. The objective of Task Series 300 is to assess the feasibility of each potential funding source identified and to work with the Agency’s Law Firm to assess the feasibility of private funding.

Task 310 – Assessment of Grant Funding

Task 310 consists of evaluating potential grant funding from the Site and Building Development Fund, Water Sustainability Fund, Legislative Action, and up to two other sources identified in the process. Activities in this task include:

- Gather and summarize additional information on the requirements, timeline, and application process for the grant sources identified.
- Discussions with potential decision makers for the funding sources identified above regarding eligibility and the potential likelihood for obtaining funding.
- Assess feasibility of using grant funding for regional wastewater concept implementation.
- Prioritize the list of potential grant funding sources.
- Prepare a summary fact sheet indicating potential grant funding source(s) and related comments/considerations.

Task 320 – Assessment of Third Funding Source

Task 320 consists of assessing the Agency’s will for proceeding with property tax under LB 253 with or without some combination of sales tax or increased sewer rates as a reliable third, non-growth related, funding source (in addition to sewer rates and connection/capital fees revenue).

Activities include:

- Meet with the Agency to discuss the potential third funding sources identified above.
- Identify potential advantages and disadvantages of each third funding source and barriers to implementation (e.g. required vote of the people, etc.).
- Prepare a summary table indicating Agency preferred third funding source(s) and related comments and considerations.

Task 330 – Assessment of Borrowing Sources

Task 330 will evaluate the State Revolving Fund (SRF) loan program, general obligation bonds, and revenue bonds as potential sources for funding Regional System implementation. Activities include:

- Gathering and summarizing information on the differences between each funding source type, along with the general/typical terms and conditions, timeline, and process for the different borrowing sources identified.
- Discussions with the Nebraska Department of Environmental Quality regarding availability and potential for obtaining SRF loan funding.
- Discussions with the Agency’s Municipal Advisor regarding the potential use of general obligation and/or revenue bond funding, and associated concerns or limitations on their use.
- Prioritize the list of potential borrowing sources.
- Prepare a summary fact sheet identifying general/typical terms and conditions, process, and feasibility for each potential borrowing source for Regional System implementation.

Task 340 – Assessment of Private Sector Funding

The private sector has expressed interest in funding portions of the Regional System. Task 340 will work with the Agency’s Law Firm to assess the potential of and logistics for private sector funding. Activities include:

- Provide input from Tasks 310 through 330 on traditional sources of funding.
- Prepare a summary fact sheet identifying non-traditional funding mechanisms and related comments and considerations.

Task 350 – Summarize Results

Task 350 consists of the following.

- Document potential funding sources in a Funding Sources Summary Memo.
- Work with the Agency’s Law Firm to present and recommend potential funding sources for consideration by the Agency.

Deliverables:

- Electronic copy (pdf) of the Funding Sources Memo for review and comment.

Key Understandings:

- The Agency’s Law Firm will lead efforts to identify and consider non-traditional funding mechanisms and integration of those funding mechanisms with more traditional funding sources.

- Agency representatives will work with their respective community to provide review and comment on the Funding Sources Memo.
- It is anticipated that a second iteration of the Funding Sources Memo will be necessary based on the results of Task Series 500.
- The Agency will be responsible for printing hard copies of the Refined Regional System Phasing Plan
- The following items are not included herein:
 - Selection of the Agency's Law Firm.
 - Selection of the Agency's Municipal Adviser.
 - Completion of grant applications.
 - Testimony in support of grant funding.
 - Completion of borrowing source applications/engineer's report for bond issuance.
 - Financial analysis refinement.
 - Legal analysis/Legal opinions.

Task Series 400 – Refine Implementation Plan

Regional Study Phase 1B identified the facilities, capital costs, and operations & maintenance (O&M) costs to implement a Regional System in four phases (1a, 1b, 2, and 3) over 30 years. The objective of Task Series 400 is to identify the facilities and associated costs for the initial growth area and to identify facilities and associated costs to reflect future growth areas.

Task 410 – Update Technical Requirements

Task 410 will refine facility needs to specifically target growth areas serving immediate development needs and to reflect projected longer term development needs identified in Task Series 200. Task 410 related activities include:

- Compare population forecasts to proposed development areas to affirm that the proposed implementation plan matches regional facilities to immediate and long term growth areas and is well coordinated with forecast growth.
- Adjust the Implementation Plan to reflect the revised phasing plan.
- Identify opportunities to utilize temporary infrastructure long term.

Task 420 – Update Cash Flow

Task 420 will update capital and cash flow requirements based on Task 410. Task 420 related activities include the following:

- Update prior capital and O&M cost estimates.
- Identify cash flow (capital outlay and operations and maintenance costs) requirements for the refined Regional System Implementation Plan to reflect immediate and longer term needs.

Task 430 – Summarize Results

Task 430 consists of the following.

- Document facility needs and associated cash flow requirement in an Implementation Plan Summary Memo.
- Present facility needs and associated cash flow requirements for Agency consideration.

Deliverables:

- Electronic copy (pdf) of the Implementation Plan Memo for review and comment.

Key Understandings:

- The recommended implementation plan from Regional Study Phase 1B of the Regional Study will serve as the starting point.
- Agency representatives will work with their respective community to provide review and comment on the Refined Implementation Plan Memo.
- It is anticipated that a second iteration of the Refined Implementation Plan will be necessary based on the results of Task Series 500.
- The Agency will be responsible for printing hard copies of the Implementation Plan Memo.
- The following items are not included herein:
 - Re-evaluation of unit price cost variables in capital/O&M cost estimate

Task Series 500 – Refine Funding Scenario

Regional Study Phase 1B identified a potential funding scenario consisting of grant funding, borrowing, capital/connection fees, sewer rate revenue, and a third funding source to implement a Regional System. The objective of Task Series 500 is to refine the funding scenario to reflect potential funding sources from Task Series 300 and the revised implementation plan from Task Series 400.

Task 510 – Refinement of Preliminary Funding Analysis

Task 510 consists of updating the funding analysis and scenario to reflect the funding source analysis completed in Task 300 and the implementation plan developed in Task 400. Activities in this task include:

- Identify implications of likely funding sources on the preliminary funding scenario previously introduced.
- Identify modifications and adjustments to the previously introduced preliminary funding scenario associated with the refined technical concept and resulting Implementation Plan.
- Update the preliminary financial scenario within the financial model over the same timeframe as previously analyzed with added emphasis on the initial horizon.

- Develop funding scenarios to demonstrate the sensitivity and importance of certain assumed funding sources and funding mechanisms to the overall regionalization plan.

Task 520 – Summarize Results

Task 520 consists of the following.

- Document the updated funding analysis and scenario in a Funding Scenario Summary Memo.
- Present the updated funding analysis and scenario for Agency consideration.

Deliverables:

- Electronic copy (pdf) of the Funding Scenario Summary Memo for review and comment.

Key Understandings:

- The recommended funding analysis and scenario from Regional Study Phase 1B will serve as the starting point.
- Agency representatives will work with their respective community to provide review and comment on the Updated Funding Scenario Summary Memo.
- It is anticipated that a second iteration of the funding analysis and scenario will likely be necessary based on initial results and associated funding implications.
- The Agency will be responsible for printing hard copies of the Funding Scenario Summary Memo.
- The HDR Funding Scenario Summary Memo is a planning level document and should not be solely relied upon for the issuance of municipal debt instruments and associated bond documents.
- HDR's services are not intended to provide the Agency with specific financial advice as it relates to the issuance of municipal debt instruments or arrangements for private investment. Within this study, HDR is not acting as, or making any recommendations as, a Municipal Advisor as defined and regulated by the SEC.

Task Series 600 – Work with a Municipal Advisor and Law Firm to Develop a Financial Plan

Task Series 600 will identify a revised funding scenario for the Regional System with a number of key assumptions regarding potential funding sources and anticipated project costs. The objective of Task Series 600 is to work with the Agency's Municipal Advisor and Agency's Law Firm to develop a specific financial plan.

Task 610 – Work with Municipal Advisor and Law Firm on Financial Plan

Work with the Agency’s Municipal Advisor and Agency’s Law Firm in support of the development of a specific financial plan defining the structure, timing or terms of municipal financial products, the issuance of municipal debt instruments and associated bond documents, and/or agreements for private investment. The activities in the task include:

- Consult as requested regarding the updated funding scenario(s) from Task Series 500 and implementation plan from Task Series 400.
- Participate in meetings with the Agency to provide technical consultation on the Financial Plan as presented by the Agency’s Municipal Advisor and Legal Firm.

Deliverables:

- None. Financial plan will be prepared by Agency’s Municipal Advisor and/or Agency’s Law Firm.

Key Understandings:

- The Agency will retain an independent and registered Municipal Advisor to provide municipal advice pursuant to Section 15B of the Exchange Act with respect to the structure, timing or terms of municipal financial products, and/or the issuance of municipal securities.
- The Agency’s Municipal Advisor and Agency’s Law Firm will be fully responsible for determining the structure, timing, and terms of any municipal financial products and/or agreements for private investment.
- Up to two (2) meetings with the Agency, the Agency’s Municipal Advisor, and the Agency’s Legal Firm and up to three (3) requests for review or information are anticipated in support of Task 610.

Task Series 700 – Ongoing Support for the Regional System

The objective of Task Series 700 is to continue to work with the Agency providing technical support for the continued development of the Regional System and to assist with communicating and promoting the Regional System for the purpose of obtaining funding and support.

Task 710 – Project Brochure

Task 710 will provide an update to the brochure previously prepared in Regional Study Phase 2A for communicating and promoting the Regional System to legislators, economic development staff, and the governor’s office to reflect refinements from Tasks 200 through 600, and to make a case for grant and low-cost funding. Activities include:

- Incorporate the refined implementation plan from Task Series 400, the funding scenario from Task 500, and financial plan from Task Series 600 into the brochure prepared during Regional Study Phase 2A.

Task 720 – Project Presentation

Task 720 will produce a 20 to 30 minute presentation template for communicating and promoting the Regional System to elected officials, service groups, and others. Activities include:

- Reviewing and refining the County Board summary presentation prepared during Regional Study Phase 1B.

Task 730 –Stakeholder Meetings

Task 730 will include meetings focused on a broader stakeholder group:

- Chamber/Economic Development Community Briefings-- These meetings will be used to engage and provide updates to local, regional, and state economic development and chamber of commerce to share results and solicit input regarding the implementation plan, funding scenario, and economic implications. Up to two (2) briefings will be conducted.
- Governor’s Office/Legislature Briefings – These briefings will be used to share results and solicit input regarding the regional plan and proposed regional structure. Up to three (3) briefings will be conducted.
- Development Community Meetings – these meetings will be used to solicit input and share the implementation plan and funding scenario. Up to three (3) meetings will be conducted.

For each of these meetings/briefings, HDR will provide the following services:

- Work with the Agency along with Steven Jensen Consulting, the Agency’s Law Firm, and/or the Agency’s Municipal Advisor to prepare presentation materials.
- Facilitate or participate in meetings.

Deliverables:

- Electronic copy (pdf) of the draft Project Brochure for review and comment
- Electronic copy (pdf) of the draft Project Presentation for review and comment
- Electronic presentation materials for Stakeholder Meetings.

Key Understandings:

- Project Presentation will be suitable for use by Agency staff.
- Project Brochure and Project Presentation will be used at various meetings identified herein.

- The Agency will be responsible for printing hard copies of the Project Brochure and Project Presentation.
- The Agency will arrange for meeting space for each of the meetings identified in this task series. HDR is not responsible for any fees associated with meeting space.
- The Stakeholder Meetings will be arranged and facilitated by the Agency.
- No more than two (2) HDR team members will attend each meeting
- The following items are not included herein:
 - Testimony, application, or other technical support to assist with obtaining funding.
 - Other general development or governance related technical support

Task Series 800 – Executive Summary

Task 810 – Executive Summary

- Prepare and distribute a draft Executive Summary summarizing the effort and results from Implementation Phase 1, and identifying activities and associated timeline and costs for moving forward.
- Present the Executive Summary for Agency consideration.

Deliverables:

- Electronic copy (pdf) of the Executive Summary for review and comment.

Key Understandings:

- The Agency will be responsible for printing hard copies of the Executive Summary.

PART 3.0 OWNER’S RESPONSIBILITIES

COUNTY/Agency will be responsible for the following as identified in the above SCOPE OF SERVICES:

- Refine the Regional Governance Agreement for the Agency.
- Selection and retention of Steven Jensen Consulting.
- Selection and retention of a Law Firm.
- Selection and retention of a Municipal Advisor.
- Review and comment on draft deliverables.
- Scheduling and conducting stakeholder meetings identified in Task Series 700.
- Costs for travel, printing, mailing, etc. will be reimbursed by the Agency.

PART 4.0 PERIODS OF SERVICE

Work on Task Order Number 1 Regional Wastewater System – Implementation Phase 1 is anticipated to begin in December 2017 and be completed in 2018.

PART 5.0 ADDITIONAL TERMS AND CONDITIONS

In addition to the Terms and Conditions included in the Agreement, the following terms and conditions shall apply to the work completed as a part of this task order:

- Municipal Advisor Rule of the Securities and Exchange Commission: The COUNTY/Agency acknowledges that HDR is not a registered Municipal Advisor; that HDR is not authorized to provide advice with respect to the structure, timing or terms of municipal financial products or the issuance of municipal securities (“Advice”); that HDR is not subject to the fiduciary duty established in the Securities and Exchange Act; and, that HDR will not be obligated to provide Advice unless and until all aspects of the independent registered municipal advisor exemption have been satisfied.

All other Terms and Conditions in Agreement apply to the work completed as a part of this Task Order.

PART 6.0 PAYMENTS TO ENGINEER

Compensation for ENGINEER’S services under this Task Order shall be based on Direct Labor Costs times a factor of 3.25 for the services of Engineer’s personnel engaged on the Project. ENGINEER anticipates completing this Task Order with an estimated fee of one hundred seventy nine thousand, three hundred thirty two dollars (\$179,332). If the scope changes, the not-to-exceed (NTE) amount may be increased by supplemental agreement. No payment above the not to exceed limit shall be made without prior approval of an amendment, supported by proper justification, by the OWNER.

This Task Order Number 1 is executed this _____ day of November, 2017.

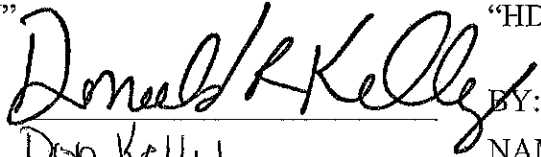
Sarpy County and Sarpy Cities Regional
Wastewater Agency, Nebraska

HDR Engineering, Inc.

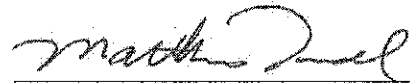
“AGENCY”

“HDR”

BY:



BY:



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