

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 7, 2021 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – PARKING STRUCTURE NO. 2 AUTHORIZE AMENDMENT NO. 8	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the execution of the Amendment No. 8 of the Professional Services Agreement with DLR Group for Construction Phase Services for Parking Structure #2 for an increased amount not to exceed of \$337,100.50.

FISCAL IMPACT

The FY21/FY22 Biennial Budget provides funding for this project.

RECOMMENDATION

Approval.

BACKGROUND

On December 20, 2016, City Council authorized executing and agreement with DLR Group for schematic design phase architectural services for off-street public parking facilities. The original agreement and Amendments No. 1 through 6 pertained to Parking Structure No.1. Amendment No.7 and Amendment No.8 pertain to Parking Structure No. 2. This amendment provides for Construction Phase Services for Parking Structure No. 2, including but not limited to project management, site visits, pre-construction preparation, construction inspection, materials testing and project closeout.

A detailed scope of services is identified in the amendment, and a not-to-exceed fee was agreed upon for the work within this first amendment. The proposed agreement is available for review.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AMENDMENT NUMBER EIGHT TO THE PROFESSIONAL SERVICES AGREEMENT WITH DLR GROUP FOR CONSTRUCTION ENGINEERING SERVICES FOR THE PARKING STRUCTURE #2 PROJECT FOR AN INCREASED AMOUNT NOT TO EXCEED \$337,100.50.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined additional Construction Engineering Services related to Parking Structure No. 2 are necessary; and

WHEREAS, the City Council on behalf of the City of La Vista desires to approve amendment number one to the professional services agreement with DLR Group to provide additional construction phase engineering services; and

WHEREAS, for an increased amount not-to-exceed \$337,100.50; and

WHEREAS, The FY21/FY22 Biennial Budget provides funding for this project;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve amendment number eight to the professional services agreement with DLR Group for Construction Engineering Services for the Parking Structure #2 project for an increased amount not to exceed \$337,100.50.

PASSED AND APPROVED THIS 7TH DAY OF SEPTEMBER 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Architecture Engineering Planning Interiors

6457 Frances Street, Suite 200
Omaha, NE 68106

September 2, 2021

Mr. Pat Dowse
City Engineer
City of La Vista
9900 Portal Road
La Vista, NE 68128

Re: Project Name: La Vista City Centre Parking Structure No. 2
DLR Group Project No.: 10-17105-40

Dear Mr. Dowse:

We are excited to begin the next phase of the project on the second Parking Garage at La Vista City Centre. Our last amendment to the original Agreement covered all the design phases of the project through bidding/negotiations for Parking Garage No. 2. Construction Phase services were not originally included because we did not know the schedule or extent of services needed. We now understand the schedule and scope of services needed. Please consider this letter as our Proposal for Construction Phase Services for Parking Garage No. 2.

Summary of Services:

DLR Group, including consultants Kimley Horn and Olsson, will provide Construction Phase Services as defined in Section 3.6 of our Agreement, AIA B103 – 2007 dated November 16th, 2016 for Parking Garage No. 2. In summary, we will provide Construction Phase Services that include the following:

1. Coordinate with Owner's Counsel as they prepare the Construction Contract,
2. Maintaining an As-Designed Record Set (The Contractor is responsible for the As-Built Record Set),
3. Up to two reviews of each submittal and shop drawing,
4. Responding to the Contractor's RFI's,
5. Issuing drawing revisions and sketches as needed,
6. Review and certification of the General Contractor's Payment Applications,
7. Review of the Operations and Maintenance Manuals prepared by the Contractor,
8. Review of the Warranty documentation prepared by the Contractor,
9. Review of the Contractor's punchlist and walk-through of the project at Substantial Completion,
10. On site Reviews of Mock-Ups,
11. Consultation to the Owner for the Owner Furnished and Owner Installed Artwork (painting) on the east bumper wall,
12. Site Visits and attendance at the OAC meetings:
 - a. DLR Group will attend an OAC meeting up to every other week for the duration of the project and preform a site visit at that time. During the site visit, DLR Group will review that the work completed is consistent with the Contractor's request on their payment application prior to certification. DLR Group will also prepare a Field Observation Report following each site visit.
 - b. Olsson will visit the site up to 3 times over the course of construction to review the progress of work related to their scope of design work.
 - c. Kimley Horn will visit the site up to 8 times over the course of construction to review the progress of work related to their scope of design work.
 - i. Kimley-Horn will attend up to 12 construction meetings via teleconference.

ii. Kimley-Horn recommends their in-person attendance at the following meetings:

1. Pre-posttension concrete prior to the First PT concrete placement,
2. First PT concrete placement,
3. Preinstallation meeting for decorative metal panel/signage.

Schedule:

We anticipate that our Construction Phase services will be for 24 months. Beginning October 1, 2021 and concluding on August 1, 2023.

09/07/21 – Anticipated City Council Approval of Contractor Selection
10/01/21 – Limited Notice to Proceed (procurement and shop drawings)
01/01/22 – Notice to Proceed (mobilization) ***contingent on Chili's demolition***
07/01/23 – Substantial Completion

Fees and Expenses:

The Construction Phase Services fee for the services defined here in is a lump sum of \$198,750. We have also estimated the following reimbursable expenses for the project.

DLR Group - \$2,000
Olsson - \$600
Kimley-Horn - \$10,400 (Approximately \$1,300 per visit)
Total = \$13,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred.

Reimbursable Consultant:

In addition to the Lump Sum Construction Services Fee, Olsson will furnish Special Inspection and Materials Testing Services as defined in the attached Exhibit E "Olsson Letter Agreement for Professional Services La Vista City Centre Parking Structure No. 02 Special Inspections and Materials Testing" on a time and expense basis not to exceed \$113,955.00. DLR Group will invoice the Owner for Olsson's Special Inspections and Materials Testing Services as a Reimbursable Consultant at Cost plus 10%.

Additional and Supplemental Services:

In addition to those listed in the AIA B103, any services not specifically provided for in the above scope, or that are beyond the assumptions listed below, will be considered additional services and can be performed at our then current hourly rates or mutually agreed upon lump sum. Additional services will only be performed after receipt of written notice to proceed by Owner. Additional Services that can be provided include, but are not limited to, the following:

1. Conformed Drawings for Construction,
2. Supplemental Structural Design services due to non-conforming construction,
3. Review of Submittals beyond the limitations of the Scope of Services,
4. Review and response to contractor requests for information beyond the limitations of the Scope of Services.

Assumptions, Clarifications and Exclusions:

1. Permitting fees are the responsibility of the Contractor.
2. All testing and code-required inspection services are the responsibility of the Owner or others, including any associated fees or costs.
3. Field observations of Deep Foundations installation shall be by others.
4. DLR Group and their consultants will not supervise, direct, or control Contractor's work; will not have authority to stop the Work; are not responsible for the means, methods, techniques, equipment choice, equipment use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws.

5. DLR Group and their consultants do not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

With your signed approval of this proposal, we will prepare AIA G802 Amendment 8 to Amend our Agreement.

We value our relationship and look forward to seeing this exciting project take shape. As always, please let us know if you have any questions.

Sincerely,
DLR Group



Matthew Gulsvig, AIA
Project Manager, Senior Associate

INIT: MWG
Encl: Exhibit A - DLR Group Hourly Rates (1 Page)
Exhibit B - DLR Group Reimbursable Expenses (1 Page)
Exhibit C - Kimley Horn Hourly Rates (1 Page)
Exhibit D - Olsson Hourly Rates (1 Page)
Exhibit E - Olsson Letter Agreement for Professional Services La Vista City Centre Parking Structure
No. 02 Special Inspections and Materials Testing (18 Pages)

cc: Melissa Spearman

City of La Vista

Signature: _____

Name: _____

Date: _____

DLR Group

Standard Hourly Billing Rates

Title	Client Hourly Billing Rate
Senior Expert	\$350
Expert	\$300
Practice Leader	\$265
Project Leader	\$235
Senior Professional	\$205
Professional II	\$175
Professional	\$145
Professional Support	\$115
Technical/Clerical	\$90

Rates will be reviewed and adjusted annually based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for that geographic region.

PREVAILING REIMBURSABLE EXPENSES

Effective April 1, 2020

Exhibit B

<u>Description</u>	<u>Rates</u> *
Reproduction/Scanning:	
8-1/2" x 11" B&W Bond	\$.20
8-1/2" x 11" Color	\$ 1.00
Scanning 8-1/2 x 11 (.65 SF) B&W	\$.20
Scanning 8-1/2 x 11 (.65 SF) Color	\$.45
11" x 17" B&W Bond	\$.50
11" x 17" Color	\$ 2.00
Scanning 11 x 17 (1.30 SF) B&W	\$.40
Scanning 11 x 17 (1.30 SF) Color	\$.90
Bond 15x21 to 36x48	\$.65
Scanning 15x21 to 36x48 (2.1875 SF to 12 SF)	\$.65/SF
Large Format Vellum	\$ 1.05/SF
Large Format Mylar	\$ 2.15/SF
HP Plotter B&W Bond Plots	\$.65/SF
HP Plotter B&W Vellum Plots	\$ 2.00/SF
HP Plotter B&W Mylar Plots	\$ 2.50/SF
HP Plotter Color Line Plots	\$.65/SF
HP Plotter Color 24-lb. Bond Paper Plots	\$ 4.50/SF
HP Plotter Color Nonglossy 7 mil Paper Plots	\$ 6.00/SF
HP Plotter Color Glossy Paper Plots	\$10.00/SF
HP Plotter Color Low Density Bond Print	\$.80/SF
HP Plotter Color High Density Bond Print	\$ 1.60/SF

* Rates include all binding, stapling, collating, maintenance, etc.
Shipping and handling not included.

Mileage (rate per mile)	Prevailing Government Rate
Air Fare	As billed to DLR Group
Auto Rental	As billed to DLR Group
Other Transportation	As billed to DLR Group
Parking and Tolls	As billed to DLR Group
Meals	As billed to DLR Group
Lodging	As billed to DLR Group
Postage	As billed to DLR Group
Delivery Charges	As billed to DLR Group
Telephone (Long Distance)	As billed to DLR Group
Materials and Supplies	As billed to DLR Group
Models and Renderings (Presentation)	As billed to DLR Group
Photographic/Film	As billed to DLR Group
Photographic/Typeset	As billed to DLR Group
Codes/Ordinances	As billed to DLR Group
Legal	As billed to DLR Group
Consultants	Cost plus 10%

Project Reimbursable Expenses will be invoiced at cost plus 10%, except
Consultants, which will be billed as noted. Reimbursable Expenses are subject to
periodic adjustment.

DLR Group inc.

Initialed by:

Owner _____ dated: _____

Architect _____ dated: _____



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst	\$115 - \$155
Professional	\$150 - \$195
Senior Professional I	\$200 - \$260
Senior Professional II	\$255 - \$280
Senior Technical Support	\$120 - \$195
Support Staff	\$90 - \$110
Technical Support	\$105 - \$140

Effective through June 30, 2022

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 5% mark-up, or per the Contract

Olsson Billing Rate Schedule
2021 Labor Rates

<u>Description</u>	<u>Range</u>		
Principal	129.00	-	388.00
Project Manager	120.00	-	233.00
Project Professional	98.00	-	217.00
Assistant Professional	67.00	-	155.00
Designer	90.00	-	188.00
CAD Operator	54.00	-	119.00
Survey	52.00	-	166.00
Construction Services	43.00	-	233.00
Administrative/Clerical	41.00	-	159.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

September 1, 2021

DLR Group
Attn: Matthew Gulsvig
6457 Frances Street
Omaha, NE 68106

Re: LETTER AGREEMENT FOR PROFESSIONAL SERVICES
La Vista City Centre Parking Structure No. 02 Special Inspections and Materials Testing

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

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

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

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson would expect to begin performing its services under the Agreement promptly upon your signing.

COMPENSATION

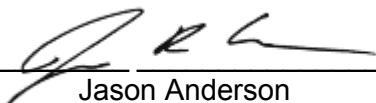
Client shall pay to Olsson for the performance of the Scope of Services, a fee as outlined in the Scope of Services attached hereto. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 15 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Jason Anderson

By 
Edward Schnackenberg, P.E.

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

DLR GROUP "Client"

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

Scope of Services

General Provisions

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated September 1, 2021 between DLR Group ("Client") and Olsson ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project Description: La Vista City Centre Parking Structure No. 02

Project Location: 84th Street and Barmettler Drive, La Vista, NE

PROJECT UNDERSTANDING

Olsson understands the project includes demolition of existing pavements and the construction of an approximate 182,459 square foot, 495-stall post-tension parking structure.

SCHEDULE OF FEES

Olsson shall provide the following services (Scope of Services) to the Client for the Project:

Scope of Work		Estimated Budget	Fee Type	Authorization
Phase 100	Earthwork Observation and Testing	\$2,675.00	Time & Expense-NTE	Accept: _____
Phase 101	Auger-Cast Pile Observation and Testing	\$16,520.00	Time & Expense-NTE	Accept: _____
Phase 200	Concrete Observation and Testing	\$61,770.00	Time & Expense-NTE	Accept: _____
Phase 300	Masonry Observation and Testing	\$6,230.00	Time & Expense-NTE	Accept: _____
Phase 400	Structural Steel	\$3,495.00	Time & Expense-NTE	Accept: _____
Phase 500	Project Management	\$22,075.00	Time & Expense-NTE	Accept: _____

Field Services*

Technician	per hour	60.00
Technician Overtime	per hour	90.00
Senior Technician (PTI Level 1)	per hour	70.00
Steel Technician	per hour	90.00
Steel Technician – NDT Level II	per hour	90.00
SWPPP Inspector	per month	800.00

Administrative and Engineering Services

Administrative	per hour	55.00
Project Coordinator	per hour	60.00
Project Manager	per hour	115.00
Geotechnical Engineer	per hour	125.00

Travel and Reimbursable Expenses

Trip Charge	per trip	5.00
Other	Cost + 10%	
	NTE OF \$1,190.00	

Laboratory Testing and Equipment

Standard Proctor- soils	per test	170.00
Standard Proctor- aggregate	per test	220.00
Modified Proctor- soils	per test	220.00
Atterberg Limits	per test	90.00
P-200 Sieve Analysis	per test	40.00
Sieve Analysis <3/4	per test	100.00
Sieve Analysis >3/4	per test	150.00
Compressive Strength – Concrete	per test	17.00
Compressive Strength – Masonry Block	per test	100.00
Compressive Strength – Masonry Grout	per test	30.00
Compressive Strength – Masonry Mortar	per test	20.00
Concrete Coring	each	70.00
Concrete Core Thickness Test	each	20.00
Maturity Probes- Concrete	each	60.00
Maturity Curve Establishment	each	1,000.00

Olsson is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. Olsson's responsibility as special inspector is to report our field observations and test results to the Contractor and Client as provided herein. Olsson understands the scope of work for the special inspections and construction materials testing consists of the following:

PHASE 100 – EARTHWORK OBSERVATION AND TESTING

Fill and Backfill Placement – Olsson will obtain samples of materials proposed for use as structural fill for laboratory testing. Laboratory tests, including standard Proctors and Atterberg limits tests, will be performed to classify and determine physical properties of the proposed fill materials. Olsson will observe the exposed subgrade within the construction limits to document unsuitable soils have been removed and to identify unstable areas that require additional excavation prior to fill placement. Olsson will observe and perform compaction tests on the structural fill placed during site development activities at a rate of 1 density test per 100 SY per lift for non-structural fill and 1 density test per 200 SF per lift for structural fill. Olsson has estimated the following based on periodic testing:

- 8 – Site Visits for North and South Retaining Wall Backfill
- 7 – Site Visits for Structural Backfill
- 1 – Bulk sample of material to be used as structural fill for laboratory Proctor, Atterberg Limits, and P-200 testing

Building/Pavement Subgrades – Olsson will observe subgrade preparation and perform compaction tests. Olsson has estimated the following:

- 2 – Site Visits for the North Drive
 - 2 – Site Visits
 -
 - for the South Drive
 - 2 – Site Visits for the Structure Footprint
-

PHASE 101 – AUGER-CAST PILE OBSERVATION AND TESTING

Auger-Cast Piles – Olsson will observe the installation of the auger cast grout piles on a full-time basis. The pile location, date installed, length of the pile, and final cutoff and tip elevations will be noted in the pile log report. The reinforcing steel will be observed prior to pile installation for conformance to construction documents. Field tests will be performed, and compressive strength specimens will be cast from grout used in the construction of the piles. Olsson has estimated the following:

- 1 – Test Pile
 - 6 – Hours Engineer
 - 8 – Hours Technician
 - 1 – Set of (5) 3"x6" Lab Cured Compressive Strength Specimens
 - 15 – Production Piles per Day
 - 17 – Days of Installation
 - 10 – Hours per Day
 - 2 – Sets of (5) 3"x6" Lab Cured Compressive Strength Specimens per Day
-

PHASE 200 – CONCRETE OBSERVATION AND TESTING

Reinforced Concrete – Olsson will observe placement of reinforcing steel and required structural embedments (anchor bolts, masonry dowels, etc.) for the proposed structure. Field tests including slump, air entrainment, and temperature will be performed on samples of concrete obtained from these structures. Cylinders will be cast from the concrete used in the construction of the structure for compressive strength testing at the rate of one test per 100 CY placed. Olsson has estimated the following:

- 71 – Sets of 6 (4"x8") Compressive Strength Specimens for the reinforced structures
 - Grade Beams and Pile Caps – 6 Placement Events (12 Sets)
 - Footings – 4 Placement Events (6 Sets)
 - Columns – 23 Placement Events (23 Sets)
 - CIP Walls – 17 Placement Events (20 Sets)
 - Topping Slab – 3 Placement Events (3 Sets)
 - Curbs – 7 Placement Events (7 Sets)

Post-Installed Anchors and Reinforcing Steel – Olsson will observe post-installed reinforcing and anchors on a full-time basis. Reinforcing steel and anchors will be observed for size, grade, and cleanliness. Pre-drilled holes will be observed for correct diameter, depth, and cleanliness. The type of epoxy used will also be observed and recorded. Olsson has estimated the following:

- 7 – Site Visits
 - 2 – Hours per Trip

Post-Tensioned Concrete – Olsson will observe placement of reinforcing steel and tendons in the elevated slabs for the proposed structure. Olsson will also perform tensioning observation and elongation measurements on a full-time basis under the direction of a certified Post-Tension Institute Level I Project Manager. Field tests, including slump, air entrainment and temperature,

will be performed on samples of concrete obtained from these structures. Field-cured specimens will be cast to verify strength of concrete is adequate for stressing the tendons. Standard-cured specimens will also be cast from the concrete used in the construction of the structure for compressive strength testing. Olsson has estimated the following based on the schedule provided:

- 11 – Placement Events
 - 5 – Hours Each Placement Pre-Pour Observation
 - 24 – Hours Each Placement Event for Testing and Observation
 - 2 – Technicians Testing Concrete prior to Pump for Slump and Air
 - 1 – Technician Testing at End of Pump on Slab
 - 1 – Technician Observing Pour
 - 5 – Hours Each Placement Tendon Stressing Observation
- 50 – Sets of 6 (4"x8") Standard-Cured Specimens to measure for tensioning requirements
- 50 – Sets of 3 (4"x8") Field-Cured Compressive Strength Specimens

If the contractor elects to use the Maturity Method to estimate the in-situ strength of the post-tensioned slabs, Olsson will use the COMMAND Center maturity probe system. A maturity curve will be established per ASTM 1074 and two sensors will be placed in each post-tensioned slab at the time of tendon and reinforcing steel observation. Readings will be taken off the sensors at intervals determined by the contractor/engineer to estimate strength prior to stressing operations. Olsson has estimated the following using the Maturity Method:

- 1 – Maturity Curve Establishment
 - This excludes the cost of concrete needed to develop the curve. A 10 cubic yard batch of the approved mix design will need to be delivered to the Olsson lab to sample and test the concrete. Concrete specimens will be cast from the freshly sampled concrete and broke at intervals determined to create a curve for the mix design.
- 26 – Maturity Probes

Slab-on-Grade Concrete – Olsson will observe placement of reinforcing steel for the interior floor slabs in the proposed structure. Field tests including slump, air entrainment, and temperature will be performed on samples of concrete obtained from these structures. Cylinders will be cast from the concrete used in the construction of the structure for compressive strength testing at the rate of one test per 75 CY placed. Olsson has estimated the following:

- 14 – Sets of 6 (4"x8") Compressive Strength Specimens for the floor slabs
 - 5" Slab – 7 Placement Events (14 Sets)

Concrete Pavements/Sidewalks – Olsson will observe placement of concrete for the exterior concrete pavements. Field tests, including slump, air entrainment and temperature, will be performed on samples of concrete obtained from these structures. Cylinders will be cast from the concrete used for compressive strength testing at a rate of 100 CY of concrete placed. Core sampling of the concrete pavement for thickness confirmation will also be performed. Olsson has estimated the following:

- 5 – Sets of 5 (4"x8") Compressive Strength Specimens for 5" concrete pavement
- 3 – Concrete Cores for Thickness Testing

PHASE 300 – MASONRY OBSERVATION AND TESTING

Structural Masonry – Olsson will observe construction of the structural masonry walls on a periodic basis prior to grouting operations and continuous observations during grouting operations per Level B in TMS 402/ACI 530/ASCE 5. Olsson has estimated one site visit per each 400 square feet of masonry wall for observation of reinforcing and grouting procedures. Samples of masonry materials used in construction will be attained for laboratory testing at a frequency of 1 set of compressive strength specimens per 5,000 square feet of masonry constructed. Olsson has estimated the following:

- 22 – Site Visits for Level B Observation
 - 4 – Hours per Site Visit
 - 2 Sets of Compressive Strength Specimens, Including:
 - 3 – 8” CMU per Set
 - 4 – Grout Prism Specimens per Set
-

PHASE 400 – STRUCTURAL STEEL

Structural Steel Connections – Olsson will provide a steel technician during erection of the structural steel building frame. Field bolted and welded connections will be observed. Olsson requires welding procedures and welder qualification test records for AWS Codes D1.1, D1.3 and D1.4 to be provided to us for review and submitted to the project structural engineer for approval, if necessary, prior to welding being performed. Olsson will attend a preconstruction meeting with the general contractor superintendent and the structural steel erection contractor to coordinate a pre-installation verification of bolts and field observations of bolted and welded connections. Partial-penetration, full-penetration and multi-pass fillet welds require full-time observation during the welding process in accordance with Chapter 17 of the Building Code, this scope of work reflects performing 100% Ultrasonic Testing of Partial and Full Penetration welds for the moment connections in-lieu of continuous observation of the welding. Olsson has estimated the following:

- 1 – Site visit for pre-con meeting with steel erector
 - 8 – Site visits for observation of welded and bolted connections
 - 4 - Hours per site visit
-

PHASE 500 – PROJECT MANAGEMENT

Project Management / Reporting – Olsson’s field professionals will prepare typed field reports summarizing each day’s field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the field reports will be provided daily to the designated field representative if requested. Field reports and test reports for each task listed below will be reviewed by our project manager and transmitted to the Client, Architect, Structural Engineer, General Contractor and Building Official via Olsson’s Client Command Center if requested. Upon request and following completion of the project, Olsson will prepare a final summary report stating its opinion regarding whether the portions of the work that were observed, inspected and/or tested were in compliance with the project specifications.

The Olsson Project Management team takes a hands-on approach to managing projects assigned. The manager assigned to a project will be available for pre-construction meetings and will make site visits for introductions at the beginning of a project as well as in situations dealing without outlined scope. The general contractor is informed of Olsson’s scope and inspection expectations as part of the initial site visit to assist in keeping expectations of performance and scope in the fore front of the construction team.

Scheduling / Dispatch – Please notify Olsson of services requested 24-48 hours prior to our arrival to the project. We at Olsson understand there are various circumstances that arise during construction and a 24-hour notice is not always achievable. We will do everything in our power to accommodate services requested less than 24 hours in advance. In the circumstance that our schedule is already full, Olsson will provide the earliest time slot available in our schedule to perform the requested service.

To schedule inspections or testing, **call or text Olsson CMT Dispatch at (402) 657-4713**. Text or have the following information readily available when calling:

- Location of the project or project name
- Name and number of the site contact
- Inspection or testing being requested
- Location of the testing

If a service has been scheduled and needs to be cancelled, please call or text at least an hour prior to the scheduled time. Unnecessary trips made to the project for cancelled testing requests are subject to be back charged to the contractor requesting the services.

PROPOSED SCOPE OF WORK:

PHASE 100 – EARTHWORK OBSERVATION AND TESTING

Fill and Backfill Placement

22.5 hrs Technician @	\$60.00 /hr	\$	1,350.00
1 Standard Proctor @	\$170.00 /each	\$	170.00
1 Atterberg Limits @	\$90.00 /each	\$	90.00
1 P-200 Sieve Analysis @	\$40.00 /each	\$	40.00
15 trips @	\$5.00 /trip	\$	75.00

Utility Backfill Placement

6 hrs Technician @	\$60.00 /hr	\$	360.00
4 trips @	\$5.00 /trip	\$	20.00

Building/Pavement Subgrades

9 hrs Technician @	\$60.00 /hr	\$	540.00
6 trips @	\$5.00 /trip	\$	30.00

PHASE 101 - AUGER-CAST PILES OBSERVATION AND TESTING

Auger-Cast Piles

144 hrs Technician @	\$60.00 /hr	\$	8,640.00
34 hrs Technician- OT @	\$90.00 /hr	\$	3,060.00
175 Compression Test - Grout Cylinder @	\$17.00 /each	\$	2,975.00
14 Project Engineer @	\$125.00 /hr	\$	1,750.00
19 trips @	\$5.00 /trip	\$	95.00

PHASE 200 - CONCRETE OBSERVATION AND TESTING

Reinforced Concrete

150 hrs Technician @	\$60.00 /hr	\$	9,000.00
426 Compression Test - Concrete @	\$17.00 /each	\$	7,242.00
60 trips @	\$5.00 /trip	\$	300.00

Post-Installed Anchors and Reinforcing Steel

14 hrs Technician @	\$60.00 /hr	\$	840.00
7 trips @	\$5.00 /trip	\$	35.00

Post-Tensioned Concrete

55 hrs PTI Technician- Pre-Pour Observation @	\$70.00	/hr	\$	3,850.00
55 hrs PTI Technician- Concrete Observation @	\$70.00	/hr	\$	3,850.00
55 hrs PTI Technician- Tendon Tensioning @	\$70.00	/hr	\$	3,850.00
264 hrs Technician- Concrete Placement @	\$60.00	/hr	\$	15,840.00
300 Compression Test - Lab Cured @	\$17.00	/each	\$	5,100.00
150 Compression Test - Field Cured @	\$17.00	/each	\$	2,550.00
26 Maturity Probes @	\$60.00	/each	\$	1,560.00
1 Maturity Curve Establishment @	\$1,000.00	/each	\$	1,000.00
50 Trips @	\$5.00	/trip	\$	250.00
20 Trips - Field Cure Pick up/Probe Reading @	\$5.00	/trip	\$	100.00

Slab-on-Grade Concrete

50 hrs Technician @	\$60.00	/hr	\$	3,000.00
84 Compression Test - Concrete @	\$17.00	/each	\$	1,428.00
9 trips @	\$5.00	/trip	\$	45.00

Concrete Pavements/Sidewalks

20 hrs Technician concrete @	\$60.00	/hr	\$	1,200.00
3 Coring- Concrete @	\$70.00	/each	\$	210.00
3 Concrete Core- Thickness @	\$20.00	/each	\$	60.00
25 Compression Test - Concrete @	\$17.00	/each	\$	425.00
7 trips @	\$5.00	/trip	\$	35.00

PHASE 300 - STRUCTURAL MASONRY

Structural Masonry

88 hrs Technician @	\$60.00	/hr	\$	5,280.00
8 Compression Test - Grout Prism@	\$30.00	/each	\$	240.00
6 Compression Test - Block @	\$100.00	/each	\$	600.00
22 trips @	\$5.00	/trip	\$	110.00

PHASE 400 - STRUCTURAL STEEL

Structural Steel

32 hrs NDT Technician @	\$90.00	/hr	\$	2,880.00
5 hrs NDT Manager @	\$115.00	/hr	\$	575.00
8 trips @	\$5.00	/trip	\$	40.00

PHASE 500 - Project Management

Reporting/Project Management

175 hrs Project Manager @	\$115.00	/hr	\$	20,125.00
30 hrs Project Coordinator @	\$60.00	/hr	\$	1,800.00
30 trips @	\$5.00	/trip	\$	150.00

Total: \$ 112,765.00

The attached Scope of Work was prepared to show the maximum amount of time and materials it would take to complete the services required to complete the Project without anticipation of profits on account of any difference between the actual and estimated quantities. If the construction methods utilized by contractors for the above referenced project increases the frequency of site visits and construction testing units as listed in the scope of work, this agreement shall be amended to supplement the cost of the out-of-scope services. Olsson will notify the Client if construction testing frequencies and site visits of the above scope of work are subject to increase due to construction methods or design changes prior to the commencement of said out of scope services.

Olsson is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Olsson stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. If you have any questions or concerns regarding this scope of work, please contact Matt Markham at 308-643-7195 or at mmarkham@olsson.com. We look forward to hearing from you and working with you and your firm on this project.

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated August 23, 2021 between DLR Group ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

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

SECTION 1—OLSSON'S SCOPE OF SERVICES

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

SECTION 2—ADDITIONAL SERVICES

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

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

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

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

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

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

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

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

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

2.2.12 Preparation of operating and maintenance manuals.

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

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

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

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

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

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

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

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

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

3.8 Client shall bear sole responsibility for:

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

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

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

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

harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

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

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

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

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

construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

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

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with

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

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

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

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

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

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any

fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

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

professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed

in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

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

7.5 Samples

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

7.6 Standard of Care

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

7.7 Force Majeure

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

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in

employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

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

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

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

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

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

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

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

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

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

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and

photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

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

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

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

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

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

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous

Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

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

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

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

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

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

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

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

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s)

or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.