




Memorandum

Date: December 10, 2018
To: Each Director
From: Jared Nelson, District Engineer 
Subject: Urban Subcommittee Meeting Minutes

The Urban Subcommittee met on December 10, 2018 at the District office at 4:00 pm. Directors present included Mike DeKalb, Richard Bolte, Anthony Schutz, Bob Andersen, and Karen Amen. Others in attendance were: Ray Stevens (Board Chair), Richard Grauerholz (Mayor of Ashland), Dan Fricke (JEO), and Jake Miriovsky (JEO). Staff present were: Kyle Hauschild, Ed Ubben, Dave Potter, Paul Zillig and myself.

Acting Chair Dekalb opened the meeting and asked staff to report on the first item, #12a, **Consideration of an engineering services agreement for the 2019 Salt Creek Levee SWIF (System-Wide Improvement Framework) Update.** I summarized my December 7th memo explaining the System-Wide Improvement Framework (SWIF) Plan, accepted by USACE on May 31, 2016 for the Salt Creek Levee System, and the need for the NRD to update the SWIF plan and submit a request for additional two years of eligibility in the P.L. 84-99 Rehabilitation Program. Every two years the NRD is required to complete this SWIF update and report system-wide levee improvement accomplishments and changes. It was moved by Andersen, seconded by Amen, and unanimously approved by the Subcommittee to **recommend the Board of Directors approve the engineering services agreement with JEO Consulting Group for the 2019 Biennial Salt Creek Levee SWIF Update, in an amount not to exceed, \$24,510.**

Next, staff reported on the second agenda item, #12b, **Community Assistance Program – Consideration of an application from the City of Ashland for the Salt Creek Bank Stabilization Project at Silver Street.** Hauschild referred to my December 7th memo with attachments, and described a channel bank failure which occurred around 2015 along Salt Creek just north of the Silver Street Bridge in Ashland. The City of Ashland is requesting assistance to help with Phase I services, including engineering design and permitting, for a bank stabilization solution at this location. Ashland Mayor Grauerholz reiterated the importance of the project which will also help protect an existing walking trail adjacent to this location. It was moved by Andersen, seconded by Bolte, and unanimously approved by the Subcommittee to **recommend the Board of Directors approve the Community Assistance Program application from the City of Ashland for 50% of the**

Engineering, Design, Construction Services and Permitting, for the Salt Creek Bank Stabilization Project at Silver Street (Phase I), in an amount not to exceed, \$7,525 NRD funds.

Next, staff reported on the third agenda item, #12c, **Community Assistance Program – Consideration of an application from the City of Ashland for the Drainage Ditch Improvement Project.** Hauschild referred to information in the December 7th memo, and described a drainage problem in Ashland, south of Silver Street along the west bank of Salt Creek. There exists two drainage pipes extending through the berm/levee which discharge east towards Salt Creek through existing drainage swales. However, the swales were silted in from 2015 flood events, and subsequent wetlands have since been established in the silted area along the west side of Salt Creek. A previous drainage study investigated this problem and delineated the wetlands. The City of Ashland is requesting assistance to help with Phase I services, including engineering design and permitting, for a new ditch proposed along a new alignment, to allow water to properly drain through the two pipes. Discussion was held regarding the new alignment of the ditch, and how it is proposed to minimize wetland impacts. It was moved by Bolte, seconded by Andersen, and unanimously approved by the Subcommittee to **recommend the Board of Directors approve the Community Assistance Program application from the City of Ashland for 50% of the Engineering, Design, Construction Services and Permitting, for the Drainage Ditch Improvement Project (Phase I), in an amount not to exceed, \$7,457 NRD funds.**

Lastly, Zillig gave an update regarding the Deadmans Run Flood Reduction Project. The NRD should be receiving a signed PPA agreement soon from the U.S. Army Corps of Engineers.

With no other business the meeting was adjourned at 4:30 pm.

JLN/jln



LOWER PLATTE SOUTH natural resources district

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Memorandum

Date: December 7, 2018
To: Board of Directors
From: Jared Nelson, District Engineer
Subject: Urban Subcommittee – Background Information

The Urban Subcommittee will be meeting on Monday, December 10, 2018 at 4:00pm at the District office prior to the Board Meeting to review, discuss & prepare their recommendations for three items. Please find the attached background information on these agenda items.

12a. Consideration of an engineering services agreement for the 2019 Salt Creek Levee SWIF (System-Wide Improvement Framework) Update. -- The NRD is the local sponsor of the Salt Creek Levee system in Lincoln, originally constructed by the U.S. Army Corps of Engineers (USACE). The USACE performs annual inspections and identifies deficiencies which determine the levees sponsor's continued eligibility in the Public Law (P.L.) 84-99 Rehabilitation Program. The rectification of multiple deficiencies while maintaining eligibility in the Program have been coordinated with USACE through a System-Wide Improvement Framework (SWIF) Plan, accepted by the USACE on May 31, 2016. Every two-years, the NRD is required to update the SWIF Plan and submit a request for additional two years of eligibility in the P.L. 84-99 Rehabilitation Program. As part of this biennial SWIF Update, the NRD is required to report progress to the Omaha District Commander that demonstrates system-wide improvement accomplishments, and report any changes to levee condition, progress, schedule, funding, and permitting process, as well as any changes to critical USACE inspection items. JEO Consulting completed the original SWIF report and has been doing on-going work related to the SWIF, and staff has worked to negotiate a contract with JEO to prepare this SWIF Update report. Attached is the Engineering Services Agreement for them to do this work. The NRD Board will need to consider the recommendation that the Board of Directors approve the engineering services agreement with JEO Consulting Group for the 2019 Biennial Salt Creek Levee SWIF Update, in an amount not to exceed, \$24,510.

12b. Community Assistance Program – Consideration of an application from the City of Ashland for the Salt Creek Bank Stabilization Project at Silver Street. -- Salt Creek Bank Stabilization Project at Silver Street (Phase I) is located along Salt Creek just north of Silver Street Bridge (see attached Ashland information). A bank failure has occurred in this area and the City would like to stabilize this area because it is in close proximity to a recently constructed bridge and a walk path/trail. The Phase I portion of the project is for design, engineering, construction services and

permitting. The NRD Board will need to consider approving this Community Assistance Program request from the City of Ashland for 50% of the Phase I costs, for the Salt Creek Bank Stabilization Project at Silver Street Project, in an amount not to exceed, \$7,525 (or 50% of \$15,050) NRD funds.

12c. Community Assistance Program – Consideration of an application from the City of Ashland for the Drainage Ditch Improvement Project. -- Drainage Ditch Improvement Project (Phase 1) is located along Salt Creek, south of Silver Street (see attached Ashland information). The request is for design, engineering, construction services and permitting for constructing a ditch on the creek side (east) of the berm/levee. This berm was constructed by the Department of Roads when constructing the Highway 63 Bridge (1980?). The floods of 2014/2015 have deposited sediment on the creek side of the berm which blocked the drainage way and plugged the drainage pipes crossing through the berm. The plugged drainage way and pipes will not allow water to drain, which causes localized flooding and standing water issues.

It is proposed that this project would be cost-shared three ways: the City of Ashland, a private landowner that would like to build a campground, and the NRD, so the cost share request to the NRD for this project is \$7,457 (33% of \$22,370, or 50% of \$14,914). The NRD Board will need to consider approving the Community Assistance Program request from the City of Ashland for \$7,457 (50% of \$14,914) for the Drainage Ditch Improvement Project (Phase 1).

JLN/jln

Enc. 2

pc: Steve Seglin

LPSNRD Levee SWIF – Task Order: 2019 Biennial Salt Creek Levee SWIF Update

Task Order: 2019 Biennial Salt Creek Levee SWIF Update

JEO Task Order Project No. 140568.07

Consisting of 2 pages

Task Order

In accordance with the Master Services Agreement between Owner and Engineer for Professional Services dated 21 October 2015 (“Agreement”), Owner and Engineer agree as follows:

Specific Task Data

- A. Title: Task Order: 2019 Biennial Salt Creek Levee SWIF Update
- B. Description: Provide services to the Owner in support of updating the Salt Creek Levee System-Wide Improvement Framework in accordance with the biennial update cycle.

1. Services of Engineer

See “Attachment 1 to Task Order: 2019 Biennial Salt Creek Levee SWIF Update”.

2. Owner’s Responsibilities

Exhibit “A” from the Master Agreement between Owner and Engineer for Professional Services as referenced above is modified as follows:

3. Times for Rendering Services

Project Name	Completion Date
Task Order: 2019 Biennial Salt Creek Levee SWIF Update	May 2019*

**Project schedule is contingent upon timely reviews by regulatory agencies and stakeholders, timely project direction/coordination from the NRD.*

4. Payments to Engineer

- 1. Owner shall pay Engineer as set forth in Exhibit A from the Master Agreement between Owner and Engineer as referenced above and based on the assumed distribution in “Attachment 1 to Task Order: 2019 Biennial Salt Creek Levee SWIF Update”.
- 2. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.
- 3. The Project Fee is: \$24,510.

LPSNRD Levee SWIF – Task Order: 2019 Biennial Salt Creek Levee SWIF Update

5. Other Modifications to Master Agreement:

None.

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is 12 December 2018.

Engineer

Owner



12 December 2018

Signature

Date

Signature

Date

Lalit Jha, PE, D.WRE, CFM

Name

Name

Vice President of Water Resources

Title

Title

1 **Scope of Services**

2 **Task Order: 2019 Biennial Salt Creek Levee SWIF Update**

3 **JEO Project No. 140568.07**

4 **Project Background:**

5 The Lower Platte South Natural Resources District (LPSNRD) is the local sponsor of the Salt Creek Flood
6 Risk Reduction Project (FRRP) in Lincoln, NE, originally constructed by the U.S. Army Corps of Engineers
7 (USACE). The USACE performs annual inspections and provides findings to the levee sponsor. It is the
8 levee sponsor's operation and maintenance responsibility to resolve any deficiencies identified during
9 the inspections. Critical deficiencies and their rectification are coordinated more closely with the
10 USACE. Certain inspection items determine the levee sponsor's continued eligibility in the Public Law
11 (P.L.) 84-99 Rehabilitation Program. These inspection items are identified in the "Interim Policy for
12 Determining Eligibility Status of Flood Risk Management Projects for the Rehabilitation Program
13 Pursuant to P.L. 84-99". Rectification of multiple deficiencies while maintaining conditional eligibility in
14 the P.L. 84-99 Rehabilitation Program can be coordinated with the USACE through a System-Wide
15 Improvement Framework (SWIF) Plan. The LPSNRD developed and submitted a SWIF Plan in December
16 2016, which was subsequently accepted by the USACE with an anniversary date of 31 May. The LPSNRD
17 is actively executing the SWIF plan and rectifying deficiencies. Implementation of the SWIF Plan includes
18 requirements for annual progress coordination with the USACE Omaha District. The LPSNRD is required
19 to submit annual progress reports to the Omaha District Commander that demonstrates system-wide
20 improvement accomplishments. The LPSNRD submitted their first annual progress report in May 2018.
21 Every two years, the LPSNRD is required to submit a request for additional two years of eligibility in the
22 P.L. 84-99 Rehabilitation Program, in addition to the progress report. This request includes updating the
23 SWIF plan where necessary and should include a SWIF plan summary of changed conditions, update on
24 current progress, changes in schedule, changes to critical USACE inspection items, changes in funding,
25 permitting process and interim risk reduction measures.

26 **Scope of Work:**

27 The proposed scope of work is intended to update the SWIF Plan and coordinate approval with the
28 USACE, details of which are outlined below.

29 **Task Series 100 – Biennial SWIF Plan Update**

30 Task Objectives: Coordinate efforts between the LPSNRD, JEO and USACE to develop an updated SWIF
31 Plan.

32 **Task 110 – SWIF Team Meetings and Project Management**

- 33 - Facilitate up to four (4) progress meetings with the NRD staff and relevant agencies. Agendas
34 for LPSNRD progress meetings will include project status, review of project budget and schedule.
35 Meeting summaries will be prepared after each progress meeting and distributed to attendees.
36 - Perform routine project management tasks and submit progress reports
37 - Coordinate and integrate various technical disciplines to facilitate efficient completion of project
38 deliverables
39 - Disseminate and request necessary information with Project Team members

40 **Task 120 – Update SWIF Plan**

- 41 - Review the most recent available USACE Continuing Eligibility Inspection and reconcile current
- 42 inspection items with the SWIF Plan.
- 43 - Update list of critical U-rated eligibility items.
- 44 - Develop or amend projects/activities, descriptions, risk ratings, interagency collaboration needs,
- 45 milestones and associated status/projected dates, estimated costs, and provide any appropriate
- 46 status comments. This information will be catalogued in Appendix A.
- 47 - Work with the NRD to identify critical path issues (e.g., projected annual project/activity funding
- 48 levels, permitting, interagency collaboration, etc.) and update the milestones/schedules
- 49 accordingly.
- 50 - Update SWIF Plan schedule Gantt chart.
- 51 - Update project/activity location maps.
- 52 - Update SWIF Plan document front end text as necessary.
- 53 - Develop a brief summary/table of changes (page and paragraph), and explanation of changes if
- 54 necessary, for the NRD as well as USACE coordination.
- 55 - Develop a summary progress report to be included in letter format which will accompany the
- 56 submittal.

57 **Meetings:**

- 58 - Up to 4 (total) LPSNRD progress and agency meetings

59 **Task Deliverables:**

- 60 - Project invoices and progress reports
- 61 - Meeting agendas and summaries
- 62 - Meeting support material
- 63 - Updated SWIF Plan and cover letter including progress report

64 **Key Understandings/Assumptions:**

- 65 - Project invoices and progress reports will be provided monthly. Invoicing will be performed at
- 66 the main Task Series level. Budgets between Task Series may be modified to meet project needs
- 67 while maintaining the overall contract amount.
- 68 - The scoped project management hours are based on the project scope planned for a six (6)
- 69 month period.
- 70 - Progress meetings will be attended at a minimum by the Project Manager and lead Project
- 71 Engineer. Additional team members may attend as necessary. Local coordination meetings will
- 72 be hosted in Lincoln and USACE meetings will be hosted at USACE offices in Omaha and will be
- 73 attended at a minimum by the Project Manager and lead Project Engineer. Additional team
- 74 members may attend as necessary.
- 75 - Updates will be related to content only; SWIF Plan format will not change.
- 76 - The prior SWIF planning phase included an accompanying technical assessments that supported
- 77 the technical and cost rectification components of each deficiency. The current scope does not
- 78 include technical assessments or preliminary engineering for new U-rated items or items in the
- 79 current SWIF Plan that have appreciably changed. Findings from the prior technical assessments

Attachment 1 to Task Order: 2019 Biennial Salt Creek Levee SWIF Update

80 will be extrapolated, as necessary, along with engineering judgment to develop conceptual
 81 improvements and costs for use in the SWIF update. If additional engineering services are
 82 needed to support project planning they will be coordinated with the LPSNRD with an
 83 amendment developed, if necessary.

84 **Project Fee**

85 JEO proposes to perform the described services at an hourly not-to-exceed fee as included in the
 86 following schedule and attached table:

87 **Task Series 100 – Biennial SWIF Plan Update**

88	Task 110 – SWIF Team Meetings and Project Management.....	\$4,110
89	Task 120 – Update SWIF Plan.....	\$20,400
90	<u>Project Total</u>	<u>\$24,510</u>

91 **Project Schedule**

92 The proposed project is expected to take approximately six (6) months. Project milestones will be
 93 provided at regular progress meetings. A preliminary schedule is outlined below:

Project Milestone	Date
Notice To Proceed	December 12, 2018
LPSNRD provide latest USACE inspection for use in update	No later than January 21, 2019
JEO reconcile latest USACE inspection	February 2019
JEO provide LPSNRD updated U-rated list with recommended planning actions	March 2019
Draft updated SWIF Plan to LPSNRD for review	April 2019
LPSNRD comments on draft updated SWIF Plan to JEO	April 2019
Submit updated SWIF Plan to USACE	May 2019
Coordinate comments and approval with USACE	TBD
LPSNRD and stakeholder meetings	As necessary

Schedule has been prepared assuming receipt of Notice To Proceed by December 12, 2018

94

**Attachment 1 to Task Order: 2019 Biennial Salt Creek Levee SWIF Update
 Lower Platte South NRD
 Fee Estimate - December, 2018**



Task and Fee Structure

Task	JEO						Total
	PM	Engineer II	Engineer I	Senior Engineering Tech	Environmental Scientist	Survey Crew	Total Fee/Task
JEO Hourly Rate (includes estimated billing rate increases effective January 1)	\$195	\$135	\$105	\$160	\$95	\$200	
Task Series 100 – Biennial SWIF Plan Update							
Task 110 - SWIF Team Meetings and Project Management	10	16					\$4,110
Task 120 – Update SWIF Plan	20	60	80				\$20,400
Subtotal	30	76	80				\$24,510
Total	30	76	80				\$24,510



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Mayor:

Richard Grauerholz

Council Members:

Jim Anderson
Paul Gossin
Matt Meyer
Janece Mollhoff

City Administrator:

Jessica Quady

City Clerk/Treasurer:

Kathleen Sliva

November 7, 2018

Lower Platte South Natural Resources District
3125 Portia Street
Lincoln, NE 68521

RE: Drainage/Bank Stabilization Projects in Ashland, NE

Board Members of LPSNRD:

The City of Ashland has partnered with the LPSNRD to conduct a drainage study, completed by JEO Consulting Group, that resulted in options to best drain and handle large amounts of rainfall/flooding that may arise in the area of the berm west of Salt Creek in Ashland. The most economical option is to dig a drainage ditch on the east side of the berm so that the water will be directed into the creek. The estimated cost to build the ditch is \$45,000. The cost for JEO to design, bid and provide construction services will be \$22,370. The City is requesting a cost share on these services with the LPSNRD and a private business owner in the vicinity of Salt Creek, Bob Luebbe. This would result in each entity contributing \$7,456.66, or a third if amendable.

The other piece of the attached proposal is a bank stabilization project just north of the Silver Street bridge on the east bank of Salt Creek. With flooding events, multiple debris piles over the last few years building up under the previous bridge, and construction of the bridge there are now issues with bank erosion that needs to be addressed and stabilized. JEO has set the cost for the design, bid and construction services for this project at \$15,050. The City is requesting a cost share on these services with the LPSNRD. This would result in each entity contributing \$7,525, or half if amendable.

Please let me know if you have any questions regarding these projects. Thank you for your time.

Sincerely,

Jessica Quady
City Administrator



October 26, 2018

City of Ashland, NE
Attn: Jessica Quady, City Administrator
2304 Silver Street
Ashland, NE 68003-1500

RE: **Salt Creek Bank Stabilization at Silver Street**
Ashland, NE
JEO Project No. 181849.00

Ms. Quady:

JEO Consulting Group, Inc. (JEO) is pleased to submit this proposal to the City of Ashland (Owner) for engineering services for the proposed Salt Creek Bank Stabilization at Silver Street and adjacent ditch design project. The following is our scope of services, fee, timeframe, and a list of items that will need to be provided by the Owner.

PROJECT UNDERSTANDING:

The project consists of two components: 1) Salt Creek Bank Stabilization at Silver Street; 2) Drainage Ditch and Culvert Improvements to adjacent property. [1] Recent high water events have caused and accelerated erosion on the Salt Creek left bank, just downstream of the recently constructed Silver Street Bridge. JEO obtained a quote to perform bank repair work from the bridge contractor; however, the price given was higher than anticipated. It was decided to make the more competitive bids for the bank stabilization project. [2] An evaluation was completed in October of 2017 for a portion of the City of Ashland near 13th and Ash St. to assess the cause of drainage issues and develop recommendations for improvements. The preferred alternative was excavation for a new ditch and culvert modifications to promote drainage to the east towards Salt Creek (refer to attached map).

SCOPE OF SERVICES:

1 DESIGN PHASE – SALT CREEK BANK STABILIZATION

- 1.1 Provide Project Management throughout all Phase of this project, to include:
- a. Coordination of all design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the technical memos, plans and specifications, as well as ensure a timely project design.
 - b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - c. Provide oversight to ensure scope of services and schedule is met.
 - d. Work with disciplines to identify potential risks and how to mitigate those risks.
 - e. Review billed hours by design team and prepare invoice statements for Owner.
 - f. Provide monthly progress reports.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

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www.jeo.com

- 1.2 Provide completed final documents (Plans, Specifications, and Contract Documents) signed and sealed by a professional engineer registered in the State of Nebraska to Owner.
 - a. A set of repair plans was developed as a supplement to the bridge project to solicit a quote from the bridge contractor. These plans will be modified so that they can serve be a standalone plan set.
 - b. An internal QA/QC of the final documents will be performed.
- 1.3 Assist Owner in presenting cost-share request to the Lower Platte South NRD. Attend up to one (1) meeting with the NRD.

2 DESIGN PHASE – DRAINAGE DITCH

- 2.1 Provide Project Management throughout all phases of this project, to include:
 - a. Coordination of all design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the technical memos, plans and specifications, as well as ensure a timely project design.
 - b. Coordination with the City, NRD and other pertinent regulatory agencies (USACE, NDNR, etc.).
 - c. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - d. Provide monthly invoices and progress reports.
- 2.2 Attend and facilitate Initiation/Kick-off meeting with Owner (1 meeting). Meeting review to include:
 - a. Review the scope, schedule, and project requirements.
 - b. Collect additional information relevant to the drainage ditch and culverts.
 - c. Perform initial site visit to identify key features and constraints.
- 2.3 Engineer will schedule and obtain a topographic survey containing the following:
 - a. Survey the locations of all visible physical features (i.e.: concrete, asphalt, gravel, rock, sidewalks, trees, utility poles, drainage structures, terrain profiles, etc.) within the proposed site location.
 - b. Collect available utility location information and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.).
 - c. Create an electronic drawing using AutoCAD illustrating elevations, site features, property boundaries, and existing utilities resulting from the surveys performed.
 - d. Engineer will make a “One Call” for utility locates to be marked in the project corridor and together with other survey data, will map existing site conditions within the electronic drawing.
- 2.4 Utilize existing wetland delineations prepared by others for areas east of the existing berm. No new delineations are included in this scope of services.
- 2.5 Prepare a 60% complete preliminary set of plans to illustrate drainage improvements, including:
 - a. Cover Sheet
 - b. Project Location Sheet
 - c. Horizontal/Vertical Control Sheets

- d. Preliminary Channel Plan and Profile Sheets
- e. Preliminary Channel Cross Sections
- 2.6 Prepare a 60% complete opinion of probable construction cost.
- 2.7 Perform quality control review of 60% plans
- 2.8 Submit 60% preliminary plans to the Owner for review. Conduct a plan-in-hand review in the field with the Owner to confirm the proposed layout, survey information and opinion of probable construction cost.
- 2.9 Following 60% design review and plan-in-hand, prepare 90% complete design submittal. Previous comments will be incorporated into the design.
 - a. The 90% design plans will include all sheets previously included in the 60% submittal in addition to any other sheets that in the opinion of the engineer are necessary for construction.
 - b. It is the intent that the 90% submittal will include nearly final design plans and specifications with only very minor modifications to follow.
- 2.10 Prepare 90% opinion of cost which will reference recent bid information from relevant previous projects with the City and NRD as needed.
- 2.11 Perform quality control review of 90% plans.
- 2.12 Submit 90% plans to Owner for review, electronically. Comments will be received electronically.
- 2.13 Finalize construction drawings based upon 90% design review, subject to Owner's approval.
- 2.14 Prepare a list of final construction quantities and furnish a final opinion of probable construction cost.
- 2.15 Provide completed final documents signed and sealed by a professional engineer registered in the State of Nebraska to Owner.
- 2.16 Attend up to one (1) meeting to review final design documents and opinions of probable construction cost.

3 PERMITTING PHASE - SALT CREEK BANK STABILIZATION

- 3.1 It is assumed that this project will disturb less than one acre, therefore no NPDES permit will be required.
- 3.2 The project is located within the FEMA Floodway and thus must cause No Rise to the base flood elevation. A floodplain permit was obtained for the bridge replacement project and it is assumed that this bank repair work would be covered under the previous permit. No new permit submittal or analysis will be conducted.
- 3.3 USACE 404 Permitting:
 - a. It is assumed that the project will require a USACE Nationwide (NW) 404 Maintenance Permit.
 - b. During the bridge project, a 404 Permit application was submitted to USACE for this bank repair work. It is assumed that no additional work will be necessary to obtain that permit. Should USACE require additional information or design changes, an amendment will be required.

4 PERMITTING PHASE – DRAINAGE DITCH

- 4.1 USACE 404 Nationwide Permitting:
 - a. Wetland impacts are likely unavoidable at the site, therefore JEO will serve as the permitting agent and will prepare a 404 application (Engineering Form 4345 and supplemental materials). It is assumed that

a NWP will authorize construction and that a meeting with the USACE is not necessary. Included with this task:

- i. Complete Form 4345 and provide any other supplemental materials, such as design plans and environmental and cultural reviews, to the USACE. This will be completed upon reaching the 90% design milestone.
 - ii. Submit environmental review letters to the NGPC and USFWS.
 - iii. Submit cultural and historic review letter to the NSHS.
 - iv. Provide any direct correspondence to the USACE on behalf of the Owner.
- 4.2 Prepare floodplain permit and associated no-rise certification and submit to the City for approval. It is assumed that detailed hydraulic analysis will not be required for no-rise certification and therefore has been excluded from this scope of services.
- 4.3 Prepare a Storm Water Pollution Prevention Plan (SWPPP) complying with state regulations. Coordinate the Owner's signature and submit a Notice of Intent (NOI) to the NDEQ to obtain an NPDES Storm Water permit. Owner to pay permit fee(s).

5 BIDDING AND NEGOTIATION PHASE - SALT CREEK BANK STABILIZATION

- 5.1 Obtain approval of plans and specifications and authorization to advertise for bids from Owner.
- 5.2 Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
- 5.3 Send Notice to Bidders to Contractors, Builder Bureaus and Plan Rooms.
- 5.4 Furnish electronic or paper copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the non-refundable purchase cost established by the Engineer for the documents.
- 5.5 No pre-bid meeting is anticipated.
- 5.6 Respond to inquiries from prospective bidders and prepare any addenda required.
- 5.7 Assist the Owner in securing construction bids for the project.
- 5.8 Assist the Owner at the bid opening consisting of one (1) meeting to ensure proper rules are followed and adhered to during the process to ensure all requirements of State and Federal law are fulfilled.
- 5.9 Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- 5.10 Present and review all bids received and assist the Owner in award of the construction contract (via email and phone conference).
- 5.11 Prepare and submit necessary information to the Owner for project award approval.
- 5.12 Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor(s) and the Owner; provide cursory reviews of all insurance and bonds submittals; then advise the Owner to proceed with execution of all documents.
- 5.13 Provide copies of all executed Contract Documents to the Owner and Prime Contractor(s).

6 BIDDING AND NEGOTIATION PHASE – DRAINAGE DITCH

- 6.1 Obtain approval of plans and specifications and authorization to advertise for bids from Owner.
- 6.2 Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
- 6.3 Send Notice to Bidders to Contractors, Builder Bureaus and Plan Rooms.
- 6.4 Furnish electronic or paper copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon receipt of a refundable fee to be determined by the Engineer.
- 6.5 Respond to inquiries from prospective bidders and prepare any addenda required.
- 6.6 Assist the Owner in securing construction bids for the project.
- 6.7 Assist the Owner at the bid opening consisting of one (1) meeting to ensure proper rules are followed and adhered to during the process to ensure all requirements of State and Federal law are fulfilled.
- 6.8 Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- 6.9 Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor(s) and the Owner; provide cursory reviews of all insurance and bonds submittals; then advise the Owner to proceed with execution of all documents.
- 6.10 Provide copies of all executed Contract Documents to the Owner and Prime Contractor(s).

7 CONSTRUCTION PHASE – SALT CREEK BANK STABILIZATION

- 7.1 Schedule and conduct a Pre-construction Conference, consisting of one (1) meeting prior to construction beginning. This conference (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc. Minutes of the Pre-construction Conference will be provided to all participants by the Engineer.
- 7.2 Provide baseline survey for horizontal and vertical controls for the proposed improvements, to be referenced by both the Engineer and Contractor during the construction of the project.
- 7.3 Provide construction staking of the proposed improvements; including location and grade of the proposed improvements. Staking of all the proposed improvements will be completed during one trip.
- 7.4 Review shop drawings and related data supplied by the Contractor.
- 7.5 Provide interpretation of the plans and specifications, when necessary.
- 7.6 Review and process Contractor's monthly payment applications and change orders (if necessary) and provide to Owner for review and approval.
- 7.7 Consult with and advise Owner during construction in regard to all aspects of the project.
- 7.8 Geotechnical testing during construction is not anticipated to be part of the consultant's scope of services. If determined testing during construction is necessary, it will be part of the construction contract.

- 7.9 Perform measurement of final as-built quantities.
- 7.10 Conduct a final inspection of project with the Contractor and Owner.
- 7.11 Prepare a final punch list of outstanding items needing completion prior to finalization of the project based on field observations and reviews by the Resident Project Representative, Contractor, and Owner.
- 7.12 Recommend to the Owner the acceptance of the project and complete the necessary certificate(s). This recommendation will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contract in substantial compliance with the plans, specifications and contract documents.
- 7.13 If the construction timeline is extended, an amendment may be required for additional construction administration services.

8 CONSTRUCTION PHASE – DRAINAGE DITCH

- 8.1 Schedule and conduct a Pre-construction Conference, consisting of one (1) meeting prior to construction beginning. This conference (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc. Minutes of the Pre-construction Conference will be provided to all participants by the Engineer.
- 8.2 Provide baseline survey for horizontal and vertical controls for the proposed improvements, to be referenced by both the Engineer and Contractor during the construction of the project.
- 8.3 Provide construction staking of the proposed improvements; including location and grade of the proposed improvements. Staking of all the proposed improvements will be completed during one (1) trips.
- 8.4 Review shop drawings and related data supplied by the Contractor.
- 8.5 Provide interpretation of the plans and specifications, when necessary.
- 8.6 Review and process Contractor's monthly payment applications and change orders (if necessary) and provide to Owner for review and approval.
- 8.7 Consult with and advise Owner during construction in regard to all aspects of the project.
- 8.8 Perform measurement of all final as-built quantities.
- 8.9 Conduct a final inspection of project with the Contractor and Owner.
- 8.10 Prepare a final punch list of outstanding items needing completion prior to finalization of the project based on field observations and reviews by the Resident Project Representative, Contractor, and Owner.
- 8.11 Recommend to the Owner the acceptance of the project, and complete the necessary certificate(s). This recommendation will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.

9 RESIDENT PROJECT REPRESENTATION – SALT CREEK BANK STABILIZATION

- 9.1 JEO will furnish a part-time Resident Project Representative (RPR) to observe construction progress and quality of the work. Estimated at 25 hours (5 visits at 5 hours per visit).
- 9.2 The duties and responsibilities of the RPR are described as follows:

- a. Review of contractors work for general compliance with the plans and specifications.
 - b. Complete Construction Observation Reports when on site.
 - c. Coordinate pay quantities with contractor and engineer.
 - d. Review of materials delivered to the site for specification compliance.
 - e. Assist the engineer in interpretation of the plans and specifications to the contractor.
 - f. Review and coordinate materials testing by assigned testing firm, if necessary.
 - g. Attend progress meetings.
 - h. Compile records for use in preparing record drawings.
- 9.3 If the construction timeline is extended, an amendment may be required for additional RPR services.

10 RESIDENT PROJECT REPRESENTATION – DRAINAGE DITCH

- 10.1 JEO will furnish a part-time Resident Project Representative (RPR) to observe construction progress and quality of the work. Estimated at 16 hours.
- 10.2 The duties and responsibilities of the RPR are described as follows:
- a. Review of contractors work for general compliance with the plans and specifications.
 - b. Complete Construction Observation Reports when on site.
 - c. Coordinate pay quantities with contractor and engineer.
 - d. Review of materials delivered to the site for specification compliance.
 - e. Assist the engineer in interpretation of the plans and specifications to the contractor.
 - f. Review and coordinate materials testing by assigned testing firm.
 - g. Compile records for use in preparing record drawings

11 POST CONSTRUCTION PHASE – SALT CREEK BANK STABILIZATION

- 11.1 Assist the Owner during the 12-month warranty period with questions and coordination with the contractor for warranty period correction items.
- 11.2 Issue 11-month warranty letter to the Owner and Contractor. Conduct field reviews of project should a field inspection be necessary.
- 11.3 Issue a warranty period correction letter to the contractor for warranty repair items if necessary.

12 FEE

- 12.1 Salt Creek Bank Stabilization – The cost to provide the Design Phase, Permitting Phase, Bidding and Negotiation Phase, Construction Phase, and Post-Construction Phase Services will be a lump sum fee of \$12,400.00.
- 12.2 Drainage Ditch – The cost to provide the Design Phase, Permitting Phase, Bidding and Negotiation Phase, and Construction Phase Services will be a lump sum fee of \$21,110.00.
- 12.3 Salt Creek Bank Stabilization – Resident Project Representative (RPR) fees will be an hourly not to exceed fee of \$2,650.00.
- 12.4 Drainage Ditch – Resident Project Representative (RPR) fees will be an hourly not to exceed fee of \$1,260.00.
- 12.5 The above-mentioned fees include JEO's billable time and overhead expenses

including telephone calls, copying, postage, travel and meals that are included in our hourly rates and fees. Any additional services beyond the Scope of Services will be provided at an agreeable lump sum or hourly rates, only when authorized by the Owner.

12.6	Tasks	Fee
	a. Salt Creek Bank Stabilization	
	i. Design Phase	\$ 5,000.00
	ii. Bidding and Negotiation Phase	\$ 2,500.00
	iii. Construction Phase	\$ 4,200.00
	iv. Post Construction Phase	\$ 700.00
	v. RPR (Hourly, Not to Exceed)	\$ 2,650.00
	b. Drainage Ditch	
	i. Design Phase	\$ 12,374.00
	ii. Permitting Phase	\$ 4,896.00
	iii. Bidding and Negotiation Phase	\$ 1,260.00
	iv. Construction Phase	\$ 2,580.00
	v. RPR (Hourly, Not to Exceed)	\$ 1,260.00
	<u>Total</u>	<u>\$ 37,420.00</u>

13 PAYMENT:

13.1 We will invoice you monthly for work completed to date, payment is due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1.0%/month).

14 TIME FRAME (CONTINGENT UPON TIMELY APPROVAL OF PERMITS):

- 14.1 Design Phase – 60 days from notice to proceed.
- 14.2 Bidding and Negotiation Phase – 30-45 days from authorization to advertise.
- 14.3 Construction Phase – Winter-Spring 2019
- 14.4 Post Construction Phase – 12 months after project acceptance.

15 OWNER RESPONSIBILITY:

- 15.1 The Owner must provide the following information to the Engineer:
 - a. Access to the project site
 - b. Contact information for utility companies within the right-of-way near the project site
- 15.2 Owner (City) will lead any discussion and/or coordination with landowners
- 15.3 Timely plan reviews, criteria for project requirements
- 15.4 Negotiation of easements of right of way

16 EXCLUSIONS:

- 16.1 Geotechnical investigations or analysis
- 16.2 Land rights and ownership
- 16.3 Appraisals of affected properties
- 16.4 Individual USACE 404 permitting activities
- 16.5 New wetland delineations
- 16.6 Hydraulic analyses for no-rise certification
- 16.7 SWPPP administration and inspections
- 16.8 Any permit fees associated with permit applications

- 16.9 Special meetings and meetings not outlined in the Scope of Services
- 16.10 Site visits not outlined in the Scope of Services
- 16.11 Easements negotiations, deed/title searches
- 16.12 Services beyond the scheduled project completion period
- 16.13 Section 106 review and/or archeological investigation
- 16.14 Signing, marking, and traffic control plans

17 GENERAL CONDITIONS

- 17.1 Exhibit A is not used.
- 17.2 JEO's general conditions are attached as Exhibit B.

If the above Scope of Services meets with your approval, please return one signed copy of this letter to our office and retain the original for your records. If you have any further questions or comments, please do not hesitate to call.

Respectfully submitted,



John G. Petersen, PE
Project Manager

PROPOSAL ACCEPTED:
City of Ashland, Nebraska

Attest

By _____ Date _____ By _____ Date _____

Title _____



Project Location Map

**Drainage Ditch Improvements - Project # 181836
Ashland, Nebraska**

Created By: JDJ
Date: 10/19/2018
Revised:
Software: ArcGIS 10.4

This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map.



JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

a. Workers' Compensation: Statutory

b. Employer's Liability

i. Each Accident: \$500,000

ii. Disease, Policy Limit: \$500,000

iii. Disease, Each Employee: \$500,000

c. General Liability

i. Each Occurrence (Bodily Injury and Property Damage):

\$1,000,000

ii. General Aggregate: \$2,000,000

d. Auto Liability

i. Combined Single: \$1,000,000

e. Excess or Umbrella Liability

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$1,000,000

f. Professional Liability:

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$2,000,000

g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.

h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.

i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors,

executors, administrators and legal representatives of the owner and JEO 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, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

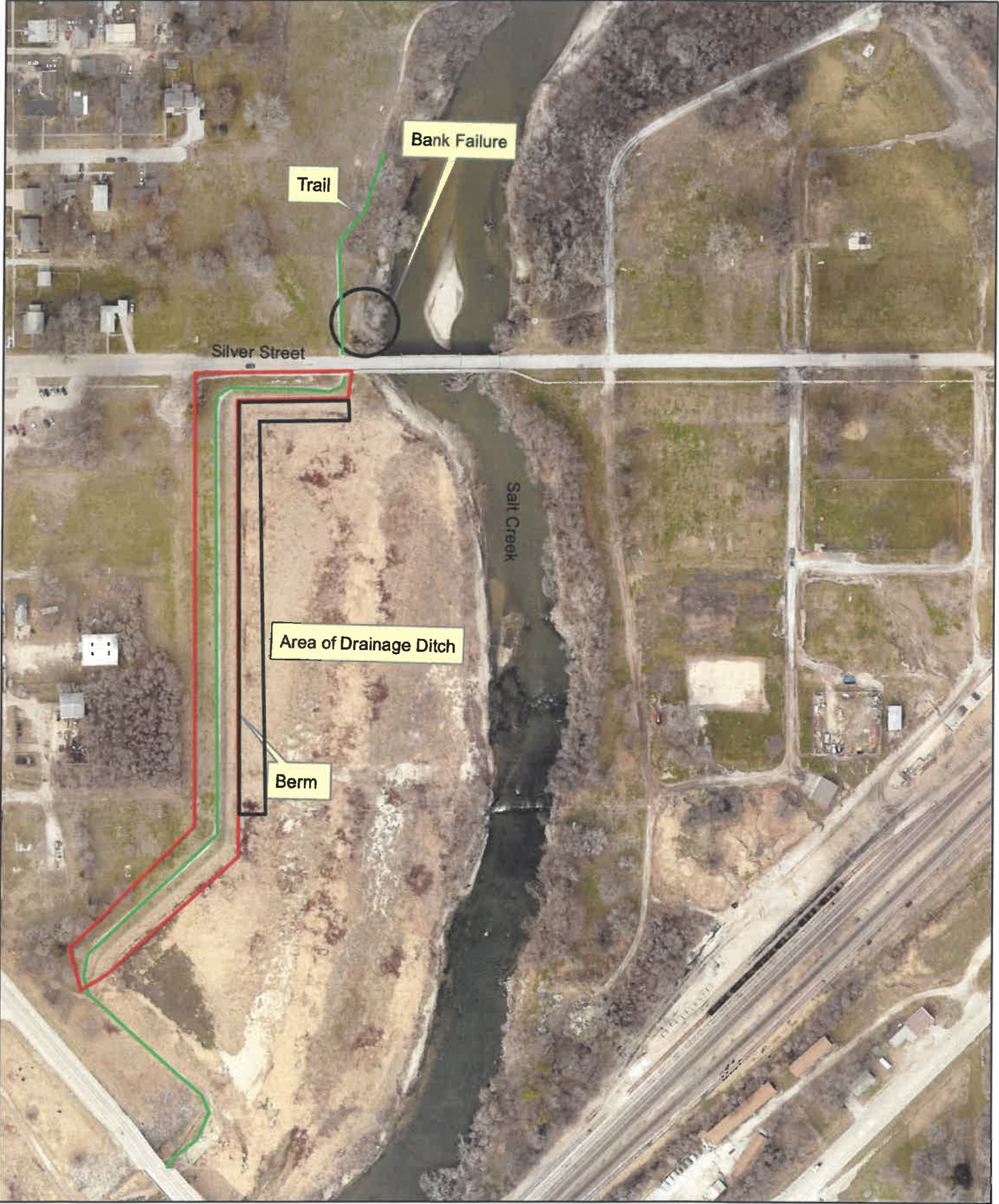
15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

Ashland Community Assistance Project Locations



0 0.025 0.05 0.1 Miles

Legend

- Project Area
- Berm
- Trail





