



LOWER PLATTE SOUTH natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581
P: 402.476.2729 • F: 402.476.6454 | www.lpsnrd.org

Agenda Item #10

Memorandum

Date: June 12, 2020
To: Urban Subcommittee
From: Jared Nelson, District Engineer
Subject: Urban Subcommittee Meeting Minutes – June 2020

The Urban Subcommittee met at 5:30pm, on Tuesday, June 9, 2020. Subcommittee members participating included Mike DeKalb, Karen Amen, Robert Andersen, Tom Green, Greg Osborn, Milt Schmidt, Anthony Schutz and Ray Stevens. Others participating included NRD Board Member Larry Ruth; NRD staff Paul Zillig, Dave Potter, Mike Murren, Al Langdale, Tracy Zayac and Jared Nelson; Brad Marshall with Olsson; Brian Will and Tim Zach with the City of Lincoln; and Mike Sotak with FYRA Engineering.

Director DeKalb called the meeting to order at 5:30, gave a brief welcome, and reviewed the agenda. There were five items the Subcommittee took action on and a couple of reports discussed as described below. See attachments for supporting information.

(a.) Wilderness Hills PUD Conservation Easement Exchange Request. – Brad Marshall on behalf of Lincoln Federal Bankcorp, presented before the Subcommittee on the status of restoration work, and made a request to exchange easements, at the existing City/NRD conservation easement located along Southeast Upper Salt Creek, northwest of S. 40th & Rokeby Rd in Lincoln. First, Marshall provided an update of the efforts to restore a portion of City/NRD conservation easement that was destroyed about fourteen months ago at the Wilderness Hills development. He shared that some areas have been re-graded and seeded, and that the work is on-going.

He then described the exchange request for the proposed *Wilderness Hills South PUD* development plan that proposes apartments and townhomes south of the creek, in an area bounded by the creek, South 40th St, and Rokeby Rd. Marshall described the request to reduce the existing City/NRD conservation easement area in order for the developer to increase his developable area, and in return the developer would dedicate a new conservation easement area along S 40th St. He also mentioned that portions of the new easement would be re-graded and planted as prairie grass.

Marshall answered questions from Board Member Amen regarding impacts to flood storage and the floodplain model. Marshall said they are proposing to excavate the new area as much as possible and can provide the information. Marshall asked what additional data would the NRD like to see to approve the request, and DeKalb responded with: information showing the benefits to the floodplain, improving the environmental circumstances, and it needs to show a positive net gain for the NRD and taxpayers. Andersen mentioned the City/NRD paid \$180,000 for the existing Conservation Easement.

Andersen asked Nelson if the same players were involved in both this development and the damage and restoration effort, and what the status is regarding the restoration effort. Nelson responded that they are the same players, with Lincoln Federal as the developer, and Olsson their consultant involved in both. Nelson described that Phase 1 of the restoration work as recently been completed, and Phase 2 is still on-going. Marshall added that Phase 2 recently received a 404 Permit approval from USACE.

Andersen further asked what provisions are in place if they don't complete the restoration work. Nelson responded he was not aware of any provisions specifically tied to the current Phase 1 or 2 restoration work, but there are general provisions in the overall City/NRD conservation easement describing how the City/NRD can do the work and then pursue reimbursement. Stevens asked about the NRDs responsibility in ensuring structures or property are not adversely affected by grading done on the land by others, and Nelson responded that he does not believe the NRD has any obligation, the NRD simply holds an easement over the floodplain area, and if someone grades or fills on the land, they would be responsible.

It was moved by Andersen, seconded by Amen, and unanimously approved by the Subcommittee to recommend that the Board of Directors *not* approve the release of a portion of existing conservation easement in exchange of a new conservation easement, with Lincoln Federal Bancorp.

(b.) Beal Slough Stream Stability Project 70th - Pine Lake Road, Landrights and Appraisal Proposals – Mike Murren discussed how as part of the Beal Slough Stream Stability Project, 70th to Pine Lake Road, Intuition & Logic has identified landrights needed for proposed stream stability measures along Beal Slough. He described two appraisal proposals he received from Cody Gerdes of Great Plains Appraisals at a cost of \$2,750 each and referred to the site map and tract map (attached) regarding easements needed.

It was moved by Osborn, seconded by Stevens, and unanimously approved by the Subcommittee to recommend that the Board of Directors authorize staff to begin the acquisition of landrights for the Beal Slough Stream Stability Project (70th – Pine Lake Road) and approve the professional services agreement with Great Plains Appraisal, at a cost not to exceed \$5,500, subject to legal counsel review.

(c.) Salt Creek Levee Repairs, Park Ave - Van Dorn (near STA 76+00R), Professional Services. – Jared Nelson, staff, described efforts under an existing contract, where Benesch is finalizing design for the Salt Creek Levee Repairs Project, between Park Ave. and Van Dorn (near STA 76+00R), and is working to receive a U.S. Army Corps of Engineers (USASCE) 404 Permit for this work. He described the proposal amendment from Benesch to prepare construction bid documents and specifications, assist in bidding services, and conduct construction administration and observation of this project.

It was moved by Stevens, seconded by DeKalb, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the amendment to the professional services agreement with Benesch, for additional bidding and construction phase services, at a cost not to exceed \$16,981, for the Salt Creek Levee Repair Project between Park Ave and Van Dorn.

(d.) Deadmans Run Flood Reduction Project, USACE H&H Modeling Updates, Professional Services. – Nelson discussed how for the Deadmans Run Flood Reduction Project (DMRFRP), the NRD needs to build a detention basin as a necessary 'local' component, and has previously hired FYRA Engineering to begin preliminary design of the basin. He described that as part of the design process, the USACE provided a preliminary hydrologic and

hydraulic model, and FYRA reviewed this and advised the project team (City/NRD) that additional work is needed to compliment the USACE's model.

Nelson described the proposal received from FYRA, for additional modeling to more accurately represent real-life conditions, provide more details for the design of project components, and to accurately re-map the floodplain for the DRMFRP project. Mike Sotak, with FYRA, described how they want to make sure they get the modeling correct and ensure the detention basin will function as intended, and potentially at a much lower cost.

It was moved by Amen, seconded by Stevens, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the professional services agreement from FYRA, for an amount not to exceed \$183,033 for the Deadmans Run Detention Basin Design - Additional Project Modeling, pending legal counsel review.

(e.) Deadmans Run Flood Reduction Project, UNL Flume, Contract Time Extension. - Nelson described that due to COVID-19, the University of Nebraska prevented their staff from working on the flume model, being developed for the Deadmans Run Flood Reduction Project. The University of Nebraska is requesting NRD approval to extend the contract time for this work, at no cost, with a new completion date of September 30, 2020.

It was moved by DeKalb, seconded by Andersen, and unanimously approved by the Subcommittee to recommend the Board of Directors approve extending the completion date of the UNL Research Agreement for the Deadmans Run Railroad Bridge Flume Physical Modeling Project to September 30, 2020.

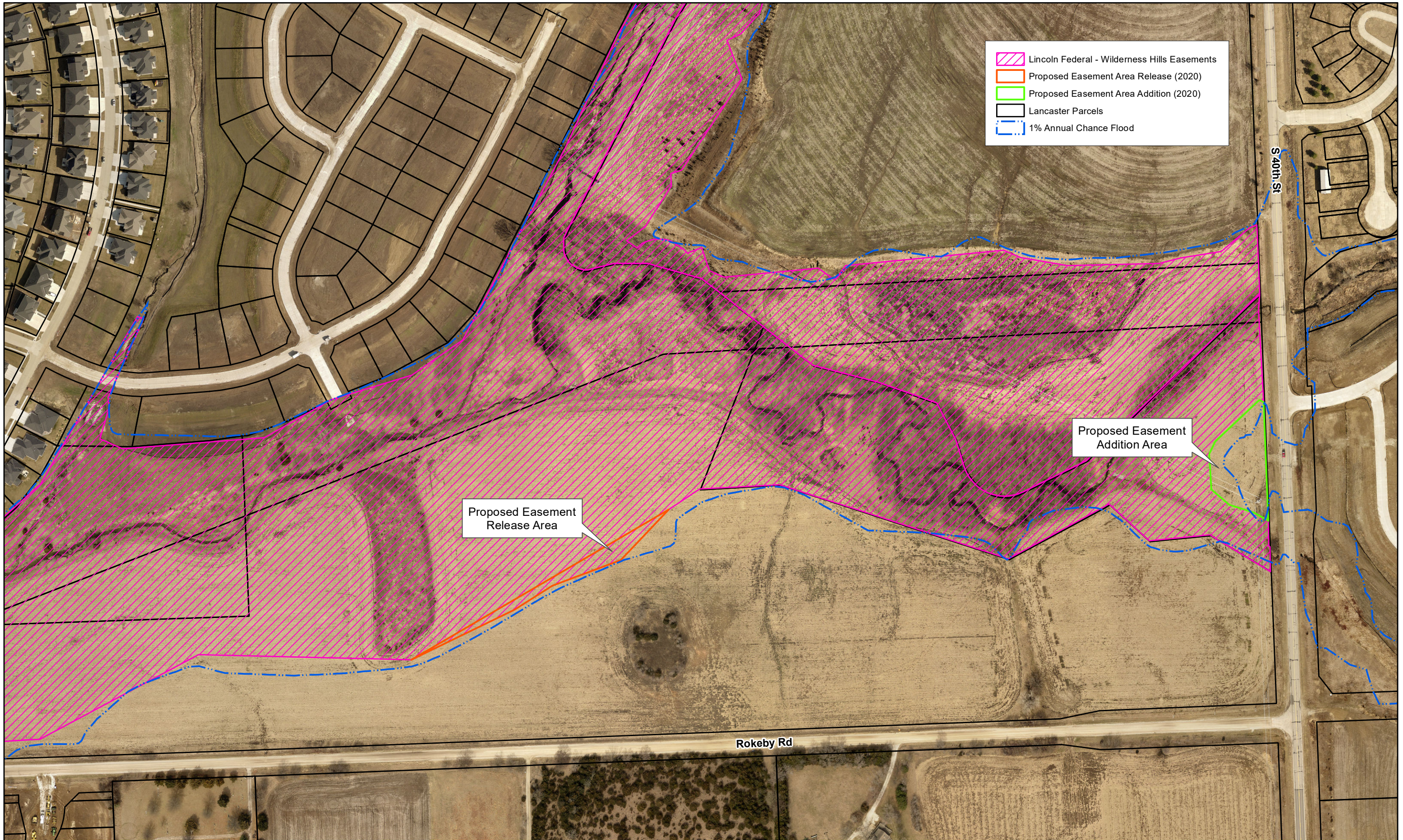
(f.) Reports. – Finally, staff gave reports on two projects. Langdale gave an update of the Salt Creek Levee USACE PL 84-99 Repair Project, and described recent construction work which Blademasters is progressing with on the levee for USACE. Then Zillig described the history and agreement between the NRD and Waverly where the NRD takes care of major maintenance on the Ash Hollow Channel. He discussed that a consultant working for Waverly recently put together a cost estimate for work needed at the Ash Hollow channel, and since this request came after Draft #1 of the budget, he has requested further details from the consultant for consideration in Draft #2 of the budget.

There being no further business the meeting adjourned at approximately 7:30 pm.

JN/jn

Enclosures;

Wilderness Hills (Lincoln Federal) Conservation Easement - Proposed Easement Exchange Review





June 4, 2020

Paul Zillig
General Manager
Lower Platte South Natural Resource District
3125 Portia Street
Lincoln, NE 68521

Re: Wilderness Hills Conservation Easement
Olsson Project No. 020-0500

Dear Mr. Zillig and Board Members,

On behalf of Lincoln Federal Bancorp, Inc ("LFB"), owner of the real properties as shown on attached Exhibit "A", we are submitting a proposal to the Lower Platte South Natural Resource District ("NRD") to modify the existing conservation easement which is generally located within the 100-yr floodplain area of the Southeast Upper Salt Creek in Section 30 of the Wilderness Hills Development.

LFB has submitted a Planned Unit Development ("PUD") application to the City of Lincoln for the Property to include residential and commercial uses in the developable areas. The PUD would supersede the approved Preliminary Plat that was approved in this area in 2006 and amended in 2018. The PUD adds details including site planning, zoning, grading/drainage and infrastructure for the development. As part of the infrastructure included in the PUD, LFB is proposing the elimination of the S. 34th Street and culverts crossing the tributary. In lieu of a street crossing, LFB is proposing a trail crossing that would connect to the City Parks and Recreation future Cavett Trail. The proposed trail will significantly reduce the grading and fill work in this area. The reduced grading and infrastructure will decrease impacts by around 3 acres in area, increase flood storage, and lower flood elevations in the conservation easement.

For the NRD's consideration, LFB is also proposing to modify the conservation easement. In preapplication meetings with the City, it was suggested the LFB look at alternatives to the proposed uses for a three-quarter acre parcel of land outside the conservation easement, approximately 650 feet north of Rokeby Road. The property was designated for development but with use restrictions. LFB has investigated an alternative to dedicate this property as conservation easement ("Easement Dedication") to increase the flood storage capacity of the easement area. LFB would propose to excavate the soil and re-vegetate the property at its cost to provide the benefit of flood storage.

In exchange, LFB is proposing to modify the boundary of the existing easement for the purpose of allowing development of upland areas of the Property. LFB looked at areas along the conservation easement that would have a minimal impact to the flood storage capacity. The easement would be reduced by increasing the developable areas by regrading of the perimeter of the existing easement. The existing easement area that would be released ("Easement Release") would be equal to half of the Easement Dedication area. Therefore, LFB is proposing an exchange of twice the amount of property dedicated as released.

Lastly, if the City/NRD both approve the easement modifications, LFB will increase the required water quality measures for the PUD. The perimeter of the PUD is proposing to provide a buffer area of property that is currently used for agricultural purposes and replace it with prairie grass to improve water quality of storm water flowing into Salt Creek. The required water quality for the development would require a 20 feet buffer where the property is currently agriculture; however, if the easement exchange would be approved by the City/NRD, the buffer area would be increased to 40 feet wide. Exhibit 'A' shows the area of the water quality buffer.

If you require further information or have any questions, please do not hesitate to contact me at bmarshall@olsson.com or (402) 458-5672.

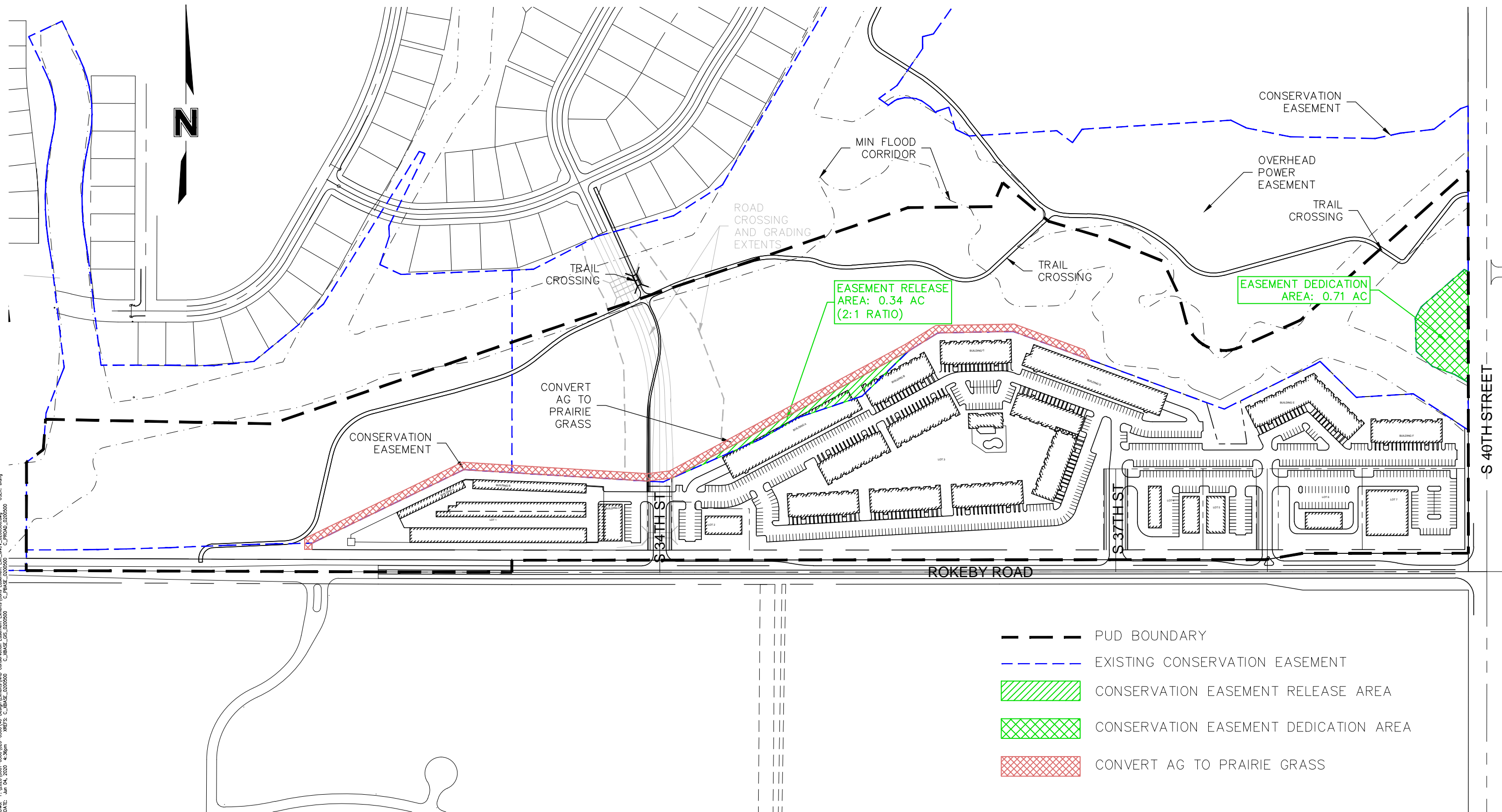
Sincerely,

A handwritten signature in blue ink that reads "Brad J. Marshall". The signature is written in a cursive style with a large initial "B".

Brad J Marshall, P.E.

Enclosure.

EXHIBIT A



- PUD BOUNDARY
- - - EXISTING CONSERVATION EASEMENT
- ▨ CONSERVATION EASEMENT RELEASE AREA
- ▩ CONSERVATION EASEMENT DEDICATION AREA
- ▧ CONVERT AG TO PRAIRIE GRASS

USER: bang
 C:\PROJ\020-0500\020-0500\020-0500\020-0500.dwg
 DATE: Jan 04, 2020 4:36pm
 REF'S: C:\BASE\0200500
 WREFS: C:\BASE\0200500
 CONSERVATION EASEMENT EXCHANGE EXHIBIT A
 USER: bang

PROJECT NO: 020-0500
 DRAWN BY: MRG
 DATE: 03/25/20

WILDERNESS HILLS SOUTH PUD PROPOSED CONSERVATION EASEMENT EXCHANGE

olsson
 601 P Street, Suite 200
 P.O. Box 84608
 Lincoln, NE 68508
 TEL 402.474.6311

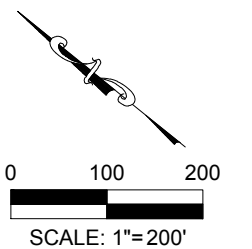
EXHIBIT
A



Parcel information	Permanent Easement		Temporary Construction	
	Sq. Ft.	Acres	Sq. Ft.	Acres
PARCEL ID - LOT 113 NE Owner: Franklin/Jones LLC.	4220.18	0.10	2330.34	0.05
PARCEL ID - LOT 79 & LOT 46 NE Owner: Thomas A. Gapp	2574.39	0.06	---	---
PARCEL ID - LOT 77 NE Owner: Thomas A. Gapp	898.66	0.02	---	---
PARCEL ID - LOT 78 NE Owner: Thomas A. Gapp	5657.14	0.13	---	---
PARCEL ID - LOT 76 NE Owner: City of Lincoln	61499.16	1.41	13156.88	0.30
Total	74849.53	1.72	15487.22	0.36

BEAL SLOUGH DESIGN 70TH TO PINE LAKE PROPOSED EASEMENTS

PERMANENT EASEMENT
 TEMPORARY EASEMENT





Cody Gerdes, MAI
Lori L. Johnson, MAI
Jason L. Pickerel, MAI

Date of Agreement: Thursday, May 28, 2020

Mike Murren
Projects Coordinator
Lower Platte South Natural Resources District
3125 Portia Street
Lincoln, NE 68521
mmurren@lpsnrd.org

Cody Gerdes, MAI
President, Great Plains Appraisal
402-476-1144
cgerdes@gpappraisal.com

PROFESSIONAL SERVICE AGREEMENT ("Agreement")

This Professional Services Agreement (this "Agreement") is made and entered into on May 28, 2020 (the "Effective Date"), by and between Great Plains Appraisal Company, Inc. and Lower Platte South Natural Resources District (herein referred to as "Client").

Project Name	Franklin Drywall Pine Lake
Property Identification	6501 Pine Lake Road, Lincoln, NE 68516
Property Type	Industrial
Property Contact	Owner
Interest Valued	Market Value – Fee Simple
Intended User(s)	The appraisal will be prepared for the above-mentioned client. Intended users include the client.

Note: No other users are intended by Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.

The client is also hereby informed that if this engagement is directly with the owner of the Property, the Appraisal may not be accepted by many federally insured lenders due to FIRREA Compliance and would likely not be accepted for future financing of said property.

Intended Use	The report to be performed under this Agreement ("Appraisal") is intended for partial acquisition.
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Note: No other use is intended by Appraiser. The intended use as stated shall be used by Appraiser in determining the appropriate Scope of Work for the assignment.

Type of Value	As-Is
Date of Value	Date of inspection
Report Type	Appraisal Report
Level of Analysis	Summary
Professional Fee	\$2,750

Expenses	Fees include all associated expenses.
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Payment Terms	Appraiser shall invoice Client for services rendered pursuant to this Agreement based upon the fees specified in this Agreement. Appraiser's invoices are considered due upon receipt by Client and shall be deemed delinquent if not paid within five (5) days of the date of Appraiser's invoice.
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SCOPE OF WORK

Site Inspection	Interior and exterior observation, on-site
Valuation Approaches	<p>Appraiser will provide the Appraisal in accordance with Uniform Standards of Professional Appraisal (USPAP), The Code of Professional Ethics of the Appraisal Institute, Standards of Professional Appraisal Practice of the Appraisal Institute, and State Licensing Laws.</p> <p>Appraiser will research relevant market data, and perform analysis to the extent necessary to produce credible appraisal results. Appraiser anticipates developing the following valuation approaches:</p> <ul style="list-style-type: none">▶ Sales Comparison Approach <p>The scope of work will be included in the Appraisal. A copy of the Assumptions and Limiting Conditions, which appear in the Appraisal, is available upon request.</p> <p><i>Note: Appraiser shall use all approaches necessary to develop a credible opinion of value.</i></p>
Delivery	4 weeks (effective from date signed/returned engagement contract)
Number of Reports	One (1) Electronic Final Appraisal and Two (2) hard copies (at the request of Client)
Acceptance Date	These specifications are subject to modification if this Agreement is not accepted within 5 business days from the date of this letter.

PROPERTY DATA REQUEST

Please forward any additional materials you would consider relevant in the analysis of the subject property. Such items may include, as applicable, an accurate property description, site survey, current rent roll, copies of leases, at least three years of historical operating statements, purchase and sale agreement, title report, any environmental reports or other third party reports, or any other sources of information known to exist that may impact the valuation of the property.

Our ability to honor the terms of this Agreement will require Client's response within five (5) business days. If you have questions regarding the enclosed, please feel free to contact me. Great Plains Appraisal Company, Inc. appreciates this opportunity to be of service to you on this assignment and looks forward to serving you. If you have additional questions, please contact us.

I, Mike Murren, agree to the above stated terms and authorize Great Plains Appraisal Company, Inc. to prepare the above referenced appraisal.

_____ Date: _____

Mike Murren

Respectfully,

GREAT PLAINS APPRAISAL COMPANY, INC.



Cody Gerdes, MAI

President, Great Plains Appraisal

TERMS AND CONDITIONS

CONFIDENTIALITY

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement to, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP).

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

SERVICES NOT PROVIDED

The fees set forth in this Agreement apply to the appraisal services rendered by Appraiser as set forth in this Agreement. Unless otherwise specified herein, Appraiser's services for which the fees in this Agreement apply shall not include meetings with persons other than Client or Client's agents or professional advisors; Appraiser's deposition(s) or testimony before judicial, arbitration or administrative tribunals; or any preparation associated with such depositions or testimony. Any additional services performed by Appraiser not set forth in this Agreement will be performed on terms and conditions set forth in an amendment to this Agreement, or in a separate agreement.

TESTIMONY AT COURT OR OTHER PROCEEDINGS

Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery; sworn testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment.

CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the Client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

CANCELLATION

Client may cancel this Agreement at any time prior to Appraiser's delivery of the Appraisal Report upon written notification to Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the law of the state in which Appraiser's office as specified in this Agreement is located, exclusive of that state's choice of law rules. The parties agree that any legal proceeding brought by either party to interpret or enforce this Agreement, or to enforce an arbitration award entered pursuant to this Agreement, shall be brought in a state or federal court having jurisdiction over the location of Appraiser's office as specified in this Agreement, and the parties hereby waive any objections to the personal jurisdiction of said court.

APPRAISER INDEPENDENCE

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot ensure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective of Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

NOTICES

Any notice or request required or permitted to be given to any party shall be given in writing and shall be delivered to the receiving party by: a) registered or certified mail, postage prepaid; (b) overnight courier, such as Federal Express, United Parcel Service or equivalent; or (c) hand delivery. The address for delivery of any notice shall be the address for the party as specified in this Agreement, or at such other address as party may designate by written notice to the other party in conformance with this paragraph. Unless otherwise specified herein, notice shall be effective the date it is postmarked or given to a third party for delivery to the receiving party, whether or not the receiving party signs for or accepts delivery of such notice.

NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship between Appraiser or Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

MEDIATION & ARBITRATION

In the event of a dispute concerning the subject matter of this Agreement, the parties shall in good faith attempt to resolve such dispute by negotiation between the parties' principals, or, if such negotiation is unsuccessful, by mediation conducted by a third-party mediator. If such mediation results in an impasse, the parties shall submit their dispute to binding arbitration. Such mediation or, if necessary, binding arbitration shall be conducted pursuant to the mediation procedures or the commercial arbitration rules of the American Arbitration Association. Any arbitration shall be conducted in the city in

which Appraiser's office as specified herein is located. The parties shall share equally the costs of any mediation. In the event of binding arbitration, the arbitrators shall, in addition to any relief appropriate to be awarded to the prevailing party, enter an award in favor of the prevailing party for that party's costs of the arbitration, including the party's reasonable attorneys' fees and arbitration expenses incurred in prosecuting or defending the arbitration proceeding. Subject to the right of the prevailing party to recover its share of the costs of the arbitration services pursuant to the arbitrator's award, the costs of the arbitration services shall be borne equally by the parties. If the prevailing party seeks judicial confirmation of any arbitration award entered pursuant to this Agreement, the court shall, in addition to any other appropriate relief, enter an award to the prevailing party in such confirmation proceeding for its reasonable attorneys' fees and litigation expenses incurred in confirming or successfully opposing the confirmation of such an award.

SPECIAL OR CONSEQUENTIAL DAMAGES

Neither party shall under any circumstances be liable to the other party for special, exemplary, punitive or consequential damages, including, without limitation, loss of profits or damages proximately caused by loss of use of any property, whether arising from either party's negligence, breach of the Agreement or otherwise, whether or not a party was advised, or knew, of the possibility of such damages, or such possibility was foreseeable by that party. In no event shall Appraiser be liable to Client for any amounts that exceed the fees and costs paid by Client to Appraiser pursuant to this Agreement.

ASSIGNMENT

Neither party may assign this Agreement to a third party without the express written consent of the other party, which the non-assigning party may withhold in its sole discretion. In the event this Agreement is assigned by mutual consent of the parties, it shall become binding on the assigning party's permitted assigns.

SEVERABILITY

In the event any provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect. Template for Agreement for Professional Valuation Services

CLIENT'S DUTY TO INDEMNIFY APPRAISER

Client agrees to defend, indemnify and hold harmless Appraiser from any damages, losses or expenses, including attorneys' fees and litigation expenses at trial or on appeal, arising from allegations asserted against Appraiser by any third party that if proven to be true would constitute a breach by Client of any of Client's obligations, representations or warranties made in this Agreement, or any violation by Client of any federal, state or local law, ordinance or regulation, or common law (a "Claim"). In the event of a Claim, Appraiser shall promptly notify Client of such Claim, and shall cooperate with Client in the defense or settlement of any Claim. Client shall have the right to select legal counsel to defend any Claim, provided that Appraiser shall have the right to engage independent counsel at Appraiser's expense to monitor the defense or settlement of any Claim. Client shall have the right to settle any Claim, provided that Appraiser shall have the right to approve any settlement that results in any modification of Appraiser's rights under this Agreement, which approval will not be unreasonably withheld, delayed or conditioned.

CLIENT'S REPRESENTATIONS AND WARRANTIES

Client represents and warrants to Appraiser that (1) Client has all right, power and authority to enter into this Agreement; (2) Client's duties and obligations under this Agreement do not conflict with any other duties or obligations assumed by Client under any agreement between Client and any other party; and (3) Client has not engaged Appraiser, nor will Client use Appraiser's Appraisal Report, for any purposes that violate any federal, state or local law, regulation or ordinance or common law.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Client and Appraiser and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Client and Appraiser. This Agreement includes the following Appendices, which are incorporated into, and made a part of this Agreement:

Appendix A: Extraordinary Assumptions and Hypothetical Conditions contained within the appraisal report

Appendix B: Information Request



Cody Gerdes, MAI
Lori L. Johnson, MAI
Jason L. Pickerel, MAI

Date of Agreement: Tuesday, June 2, 2020

Mike Murren
Projects Coordinator
Lower Platte South Natural Resources District
3125 Portia Street
Lincoln, NE 68521
mmurren@lpsnrd.org

Cody Gerdes, MAI
President, Great Plains Appraisal
402-476-1144
cgerdes@gpappraisal.com

PROFESSIONAL SERVICE AGREEMENT ("Agreement")

This Professional Services Agreement (this "Agreement") is made and entered into on June 2, 2020 (the "Effective Date"), by and between Great Plains Appraisal Company, Inc. and Lower Platte South Natural Resources District (herein referred to as "Client").

Project Name	Thomas Gapp Acreage
Property Identification	7501 South 70th Street, Lincoln, NE 68516
Property Type	Land
Property Contact	Thomas Gapp
Interest Valued	Market Value - Fee Simple
Intended User(s)	The appraisal will be prepared for the above-mentioned client. Intended users include the client.

Note: No other users are intended by Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.

The client is also hereby informed that if this engagement is directly with the owner of the Property, the Appraisal may not be accepted by many federally insured lenders due to FIRREA Compliance and would likely not be accepted for future financing of said property.

Intended Use	The report to be performed under this Agreement ("Appraisal") is intended for partial acquisition.
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Note: No other use is intended by Appraiser. The intended use as stated shall be used by Appraiser in determining the appropriate Scope of Work for the assignment.

Type of Value	As-Is
Date of Value	Date of inspection
Report Type	Appraisal Report, before and after based on proposed easements
Level of Analysis	Summary
Professional Fee	\$2,750
Expenses	Fees include all associated expenses.
Payment Terms	Appraiser shall invoice Client for services rendered pursuant to this Agreement based upon the fees specified in this Agreement. Appraiser's invoices are considered due upon receipt by Client and shall be deemed delinquent if not paid within five (5) days of the date of Appraiser's invoice.

SCOPE OF WORK

Site Inspection	exterior observation, on-site
Valuation Approaches	<p>Appraiser will provide the Appraisal in accordance with Uniform Standards of Professional Appraisal (USPAP), The Code of Professional Ethics of the Appraisal Institute, Standards of Professional Appraisal Practice of the Appraisal Institute, and State Licensing Laws.</p> <p>Appraiser will research relevant market data, and perform analysis to the extent necessary to produce credible appraisal results. Appraiser anticipates developing the following valuation approaches:</p> <ul style="list-style-type: none">▶ Sales Comparison Approach <p>The scope of work will be included in the Appraisal. A copy of the Assumptions and Limiting Conditions, which appear in the Appraisal, is available upon request.</p> <p><i>Note: Appraiser shall use all approaches necessary to develop a credible opinion of value.</i></p>
Delivery	4 weeks (effective from date of signed/returned engagement contract)
Number of Reports	One (1) Electronic Final Appraisal and Two (2) hard copies (at the request of Client)
Acceptance Date	These specifications are subject to modification if this Agreement is not accepted within 5 business days from the date of this letter.

PROPERTY DATA REQUEST

Please forward any additional materials you would consider relevant in the analysis of the subject property. Such items may include, as applicable, an accurate property description, site survey, current rent roll, copies of leases, at least three years of historical operating statements, purchase and sale agreement, title report, any environmental reports or other third party reports, or any other sources of information known to exist that may impact the valuation of the property.

Our ability to honor the terms of this Agreement will require Client's response within five (5) business days. If you have questions regarding the enclosed, please feel free to contact me. Great Plains Appraisal Company, Inc. appreciates this opportunity to be of service to you on this assignment and looks forward to serving you. If you have additional questions, please contact us.

I, Mike Murren, agree to the above stated terms and authorize Great Plains Appraisal Company, Inc. to prepare the above referenced appraisal.

_____ Date: _____

Mike Murren

Respectfully,

GREAT PLAINS APPRAISAL COMPANY, INC.



Cody Gerdes, MAI

President, Great Plains Appraisal

TERMS AND CONDITIONS

CONFIDENTIALITY

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement to, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP).

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

SERVICES NOT PROVIDED

The fees set forth in this Agreement apply to the appraisal services rendered by Appraiser as set forth in this Agreement. Unless otherwise specified herein, Appraiser's services for which the fees in this Agreement apply shall not include meetings with persons other than Client or Client's agents or professional advisors; Appraiser's deposition(s) or testimony before judicial, arbitration or administrative tribunals; or any preparation associated with such depositions or testimony. Any additional services performed by Appraiser not set forth in this Agreement will be performed on terms and conditions set forth in an amendment to this Agreement, or in a separate agreement.

TESTIMONY AT COURT OR OTHER PROCEEDINGS

Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery; sworn testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment.

CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the Client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

CANCELLATION

Client may cancel this Agreement at any time prior to Appraiser's delivery of the Appraisal Report upon written notification to Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the law of the state in which Appraiser's office as specified in this Agreement is located, exclusive of that state's choice of law rules. The parties agree that any legal proceeding brought by either party to interpret or enforce this Agreement, or to enforce an arbitration award entered pursuant to this Agreement, shall be brought in a state or federal court having jurisdiction over the location of Appraiser's office as specified in this Agreement, and the parties hereby waive any objections to the personal jurisdiction of said court.

APPRAISER INDEPENDENCE

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot ensure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective of Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

NOTICES

Any notice or request required or permitted to be given to any party shall be given in writing and shall be delivered to the receiving party by: a) registered or certified mail, postage prepaid; (b) overnight courier, such as Federal Express, United Parcel Service or equivalent; or (c) hand delivery. The address for delivery of any notice shall be the address for the party as specified in this Agreement, or at such other address as party may designate by written notice to the other party in conformance with this paragraph. Unless otherwise specified herein, notice shall be effective the date it is postmarked or given to a third party for delivery to the receiving party, whether or not the receiving party signs for or accepts delivery of such notice.

NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship between Appraiser or Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

MEDIATION & ARBITRATION

In the event of a dispute concerning the subject matter of this Agreement, the parties shall in good faith attempt to resolve such dispute by negotiation between the parties' principals, or, if such negotiation is unsuccessful, by mediation conducted by a third-party mediator. If such mediation results in an impasse, the parties shall submit their dispute to binding arbitration. Such mediation or, if necessary, binding arbitration shall be conducted pursuant to the mediation procedures or the commercial arbitration rules of the American Arbitration Association. Any arbitration shall be conducted in the city in

which Appraiser's office as specified herein is located. The parties shall share equally the costs of any mediation. In the event of binding arbitration, the arbitrators shall, in addition to any relief appropriate to be awarded to the prevailing party, enter an award in favor of the prevailing party for that party's costs of the arbitration, including the party's reasonable attorneys' fees and arbitration expenses incurred in prosecuting or defending the arbitration proceeding. Subject to the right of the prevailing party to recover its share of the costs of the arbitration services pursuant to the arbitrator's award, the costs of the arbitration services shall be borne equally by the parties. If the prevailing party seeks judicial confirmation of any arbitration award entered pursuant to this Agreement, the court shall, in addition to any other appropriate relief, enter an award to the prevailing party in such confirmation proceeding for its reasonable attorneys' fees and litigation expenses incurred in confirming or successfully opposing the confirmation of such an award.

SPECIAL OR CONSEQUENTIAL DAMAGES

Neither party shall under any circumstances be liable to the other party for special, exemplary, punitive or consequential damages, including, without limitation, loss of profits or damages proximately caused by loss of use of any property, whether arising from either party's negligence, breach of the Agreement or otherwise, whether or not a party was advised, or knew, of the possibility of such damages, or such possibility was foreseeable by that party. In no event shall Appraiser be liable to Client for any amounts that exceed the fees and costs paid by Client to Appraiser pursuant to this Agreement.

ASSIGNMENT

Neither party may assign this Agreement to a third party without the express written consent of the other party, which the non-assigning party may withhold in its sole discretion. In the event this Agreement is assigned by mutual consent of the parties, it shall become binding on the assigning party's permitted assigns.

SEVERABILITY

In the event any provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect. Template for Agreement for Professional Valuation Services

CLIENT'S DUTY TO INDEMNIFY APPRAISER

Client agrees to defend, indemnify and hold harmless Appraiser from any damages, losses or expenses, including attorneys' fees and litigation expenses at trial or on appeal, arising from allegations asserted against Appraiser by any third party that if proven to be true would constitute a breach by Client of any of Client's obligations, representations or warranties made in this Agreement, or any violation by Client of any federal, state or local law, ordinance or regulation, or common law (a "Claim"). In the event of a Claim, Appraiser shall promptly notify Client of such Claim, and shall cooperate with Client in the defense or settlement of any Claim. Client shall have the right to select legal counsel to defend any Claim, provided that Appraiser shall have the right to engage independent counsel at Appraiser's expense to monitor the defense or settlement of any Claim. Client shall have the right to settle any Claim, provided that Appraiser shall have the right to approve any settlement that results in any modification of Appraiser's rights under this Agreement, which approval will not be unreasonably withheld, delayed or conditioned.

CLIENT'S REPRESENTATIONS AND WARRANTIES

Client represents and warrants to Appraiser that (1) Client has all right, power and authority to enter into this Agreement; (2) Client's duties and obligations under this Agreement do not conflict with any other duties or obligations assumed by Client under any agreement between Client and any other party; and (3) Client has not engaged Appraiser, nor will Client use Appraiser's Appraisal Report, for any purposes that violate any federal, state or local law, regulation or ordinance or common law.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Client and Appraiser and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Client and Appraiser. This Agreement includes the following Appendices, which are incorporated into, and made a part of this Agreement:

Appendix A: Extraordinary Assumptions and Hypothetical Conditions contained within the appraisal report

Appendix B: Information Request



Van Dorn St. Bridge

Repair Area at STA 82+50R

Repair Area from STA 76+00R to 77+50R

Park Ave. Bridge



Alfred Benesch & Company
 825 "M" Street, Suite 100
 Lincoln, NE 68508-2958
 www.benesch.com
 P 402-479-2200
 F 402-479-2276

June 4, 2020

Mr. Jared Nelson, PE
 District Engineer
 Lower Platte South NRD
 3125 Portia Street
 Lincoln, NE 68521

RE: Amendment Request – Benesch Project #111888.01
 Construction Specifications, Management and Testing Services for Salt Creek Levee Repairs
 Toe of Embankment from Station 76+00R to 77+50R
 South of Van Dorn Street Bridge, Lincoln, NE

Dear Jared:

Alfred Benesch & Company (Benesch) entered into a contract with Lower Platte South NRD on March 6, 2019 and an amendment on November 8, 2019 to provide design, geotechnical, and environmental services for the referenced project. The provisions of the March 6, 2019 contract and November 8, 2019 amendment are applicable to this second amendment. The only changes are the request for additional construction specifications, management, and testing services as shown in the attached scope of services.

At this time we propose to amend that contract to include requested additional construction specifications, management, and testing services as shown in the attached scope of services.

Our current contract amount is \$27,706. The additional work described in attached scope of services is anticipated to require the following contract fee adjustment:

Current Contract Not-to-Exceed Fee	= \$27,706
Additional Construction Services	= <u>\$16,981</u>
Proposed Amended Contract Not-to-Exceed Fee	= <u>\$44,687</u>

Please acknowledge your acceptance of the Amended Scope and Fee by signing in the signature block provided below and returning one copy to this office for our records. If you have any questions, please contact Benesch at 402-479-2200.

Sincerely:

Brandon Desh, P.E.
 Geotechnical Group Manager

ACCEPTED FOR LOWER PLATTE SOUTH NRD

Paul Zillig, General Manager

LPSNRD Salt Creek Levee Repair Sta. 76+00 Specs and Construction Observation

Item No.	Description		Unit Price	Amount
I.	Develop Specifications			
	1. Personnel			
	a. Senior Project Manager	8.0 hr.	\$ 177.00 /hr.	\$ 1,416.00
	b. Project Manager II	2.0 hr.	\$ 163.00 /hr.	\$ 326.00
	c. Project Engineer I	4.0 hr.	\$ 115.00 /hr.	\$ 460.00
II.	Pre-Bid Showing			
	1. Personnel			
	a. Senior Project Manager	1.0 hr.	\$ 177.00 /hr.	\$ 177.00
	b. Project Manager II	3.0 hr.	\$ 163.00 /hr.	\$ 489.00
	c. Project Engineer I	3.0 hr.	\$ 115.00 /hr.	\$ 345.00
	2. Vehicle			
	a. Daily Rate (to nearest 1/4 of day)	0.5 dy.	\$ 65.00 /day	\$ 32.50
III.	Bid Opening and Tabulation (Engineering Time):			
	1. Personnel			
	a. Senior Project Manager	2.0 hr.	\$ 177.00 /hr.	\$ 354.00
IV.	Surveying Assistance to Set Control and Check Contractors Staking			
	1. Personnel			
	a. Senior Project Manager	hr.	\$ 177.00 /hr.	\$ -
	b. Senior Surveyor	2.0 hr.	\$ 131.00 /hr.	\$ 262.00
	c. Surveyor (RLS)	8.0 hr.	\$ 97.00 /hr.	\$ 776.00
	2. Vehicle			
	a. Daily Rate (to nearest 1/4 of day)	1.0 dy.	\$ 65.00 /day	\$ 65.00
V.	Pre-Construction Meeting			
	1. Personnel			
	a. Senior Project Manager	2.0 hr.	\$ 177.00 /hr.	\$ 354.00
	b. Project Manager II	3.0 hr.	\$ 163.00 /hr.	\$ 489.00
	c. Project Scientist II	3.0 hr.	\$ 82.00 /hr.	\$ 246.00
	2. Vehicle			
	a. Daily Rate (to nearest 1/4 of day)	0.5 dy.	\$ 65.00 /day	\$ 32.50
VI.	Construction Observation and Testing Services			
	(Assumes Ten days at 4 hours per day for Project Scientist)			
	(Assumes Two 3-hr trips to site during construction for Project Manager)			
	1. Personnel			
	a. Project Scientist II	40.0 hr.	\$ 82.00 /hr.	\$ 3,280.00
	b. Project Manager II	6.0 hr.	\$ 163.00 /hr.	\$ 978.00
	2. Vehicle			
	a. Daily Rate (to nearest 1/4 of day)	6.0 dy.	\$ 65.00 /day	\$ 390.00

LPSNRD Salt Creek Levee Repair Sta. 76+00 Specs and Construction Observation

Item No.	Description		Unit Price	Amount
VII.	Materials Laboratory Testing			
	1. Moisture-Density Relations of Soil (Method A)		\$ 293.00 ea.	\$ -
	2. Moisture-Density Relations of Soil (Method B or C)		\$ 322.00 ea.	\$ -
	3. Plasticity Test		\$ 135.00 ea.	\$ -
	4. Crumb Tests		\$ 22.00 ea.	\$ -
	5. Pinhole Test		\$ 184.00 ea.	\$ -
	5. Sieve Analysis	2	\$ 127.00 ea.	\$ 254.00
VIII.	Project Engineering Services During Construction			
	1. Personnel			
	a. Senior Project Manager	4.0 hr.	\$ 177.00 /hr.	\$ 708.00
	b. Project Engineer I	8.0 hr.	\$ 115.00 /hr.	\$ 920.00
IX.	Final Inspection Meeting			
	1. Personnel			
	a. Senior Project Manager	1.0 hr.	\$ 177.00 /hr.	\$ 177.00
	b. Project Manager II	3.0 hr.	\$ 163.00 /hr.	\$ 489.00
	c. Project Scientist II	3.0 hr.	\$ 82.00 /hr.	\$ 246.00
	2. Vehicle			
	a. Daily Rate (to nearest 1/4 of day)	0.5 dy.	\$ 45.00 /day	\$ 22.50
X.	Project Management, Coordination, Final Report, As-Built Plans Preparation, and Wetland Monitoring			
	1. Personnel			
	a. Senior Project Manager	4.0 hr.	\$ 177.00 /hr.	\$ 708.00
	b. Project Manager II	8.0 hr.	\$ 163.00 /hr.	\$ 1,304.00
	c. Project Engineer I	12.0 hr.	\$ 115.00 /hr.	\$ 1,380.00
	d. Technologist II (Drafting As Builts)	4.0 hr.	\$ 75.00 /hr.	\$ 300.00
			Estimated Total:	\$ 16,981

DEADMANS RUN FLOOD REDUCTION PROJECT

Section 205 Project

Local Project

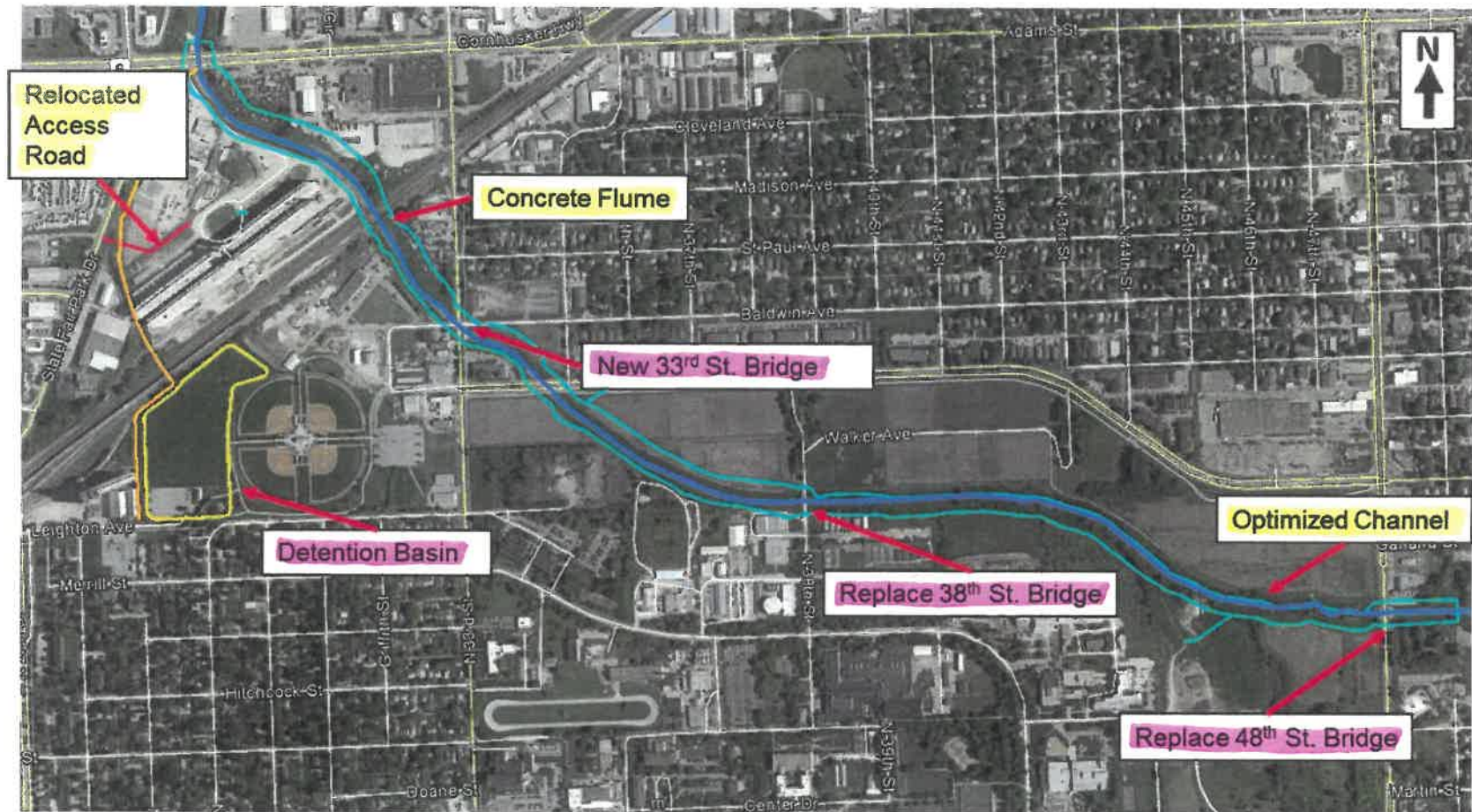


Figure 26. Optimized Recommended Plan



PROFESSIONAL SERVICES AGREEMENT

PROJECT: Deadman's Run Detention Cell Design – Additional Project Modeling **FYRA Engineering, LLC JOB #:** 002-18-02

CLIENT: Lower Platte South NRD

ADDRESS: 3125 Portia Street, Lincoln, NE 68521

CONTACT: Paul Zillig **TEL:** 402.476.2729 **FAX:** 402.476.6454

CONSULTANT: FYRA Engineering, LLC

ADDRESS: 12702 Westport Pkwy, Suite 300, Omaha, NE 68138

CONTACT: Michael K. Sotak, P.E. **TEL:** 402.502.7131 **FAX:** 402.932.6940

PROJECT DESCRIPTION: Interim work completed between contracts and updates to USACE H/H models as coordinated with USACE and local partners.

SCOPE OF SERVICES (See Attachment)

SCHEDULE (See Attachment)

COMPENSATION:

The total compensation under this Agreement shall not exceed the dollar amount indicated herein or the amount authorized by Amendment(s) and/or Notice(s) to Proceed (NTP), whichever is the lesser.

LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____.

TIME AND MATERIALS. Compensation for these services will not exceed **\$183,033.00** without written authorization and will be based on the following option (per the attached Budget or List of Hourly Rates), and Reimbursable Expenses based on actual costs incurred and approved by FYRA Engineering, LLC and as authorized in writing by Client.

Subconsultant's Direct Job Wages times a factor of _____ Budget/List of Subconsultant's Hourly Rates.


COST PLUS FIXED FEE. Compensation for these services shall be Subconsultant Cost plus a fixed professional fee, including Reimbursable Expenses. The estimated compensation for services is \$_____ plus a fixed fee of \$_____ for a total of \$_____.

COMPENSATION DETAIL (See Following Pages)

SCHEDULE OF PAYMENTS (See Following Pages)

SERVICES AUTHORIZED BY: **Execution of Agreement** or **Amendment(s) and/or NTP**

EXECUTION: Execution of this document by duly authorized representatives of FYRA Engineering, LLC and CLIENT, including FYRA Engineering LLC's Standard Conditions (reverse side) and any attachments, Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties.

CONSULTANT:	<u>FYRA Engineering, LLC</u>	CLIENT:	<u>Lower Platte South NRD</u>
BY:	<u>Michael K. Sotak, P.E.</u>	BY:	<u>Paul Zillig</u>
SIGNATURE:		SIGNATURE:	_____
TITLE:	<u>Owner/Principal Engineer</u>	TITLE:	<u>General Manager</u>
DATE:	<u>8 June 2020</u>	DATE:	_____



FYRA ENGINEERING, LLC STANDARD CONDITIONS

SERVICES. FYRA Engineering will perform services for the Project as set forth in attachment and in accordance with these Terms & Conditions. FYRA Engineering has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by FYRA Engineering in performing their services.

AUTHORIZED REPRESENTATIVES. The officer assigned to the Project by FYRA Engineering is the only authorized representative to make decisions or commitments on behalf of FYRA Engineering. The Client shall designate a representative with similar authority.

PROJECT REQUIREMENTS. The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to FYRA Engineering at Project inception. FYRA Engineering will review the Client design standards and may recommend alternate standards considering the standard of care provision.

SITE ACCESS. The Client shall obtain all necessary approvals for FYRA Engineering to access the Project site(s).

PERIOD OF SERVICE. FYRA Engineering shall perform the services for the Project in a timely manner consistent with sound professional practice. FYRA Engineering will strive to perform its services according to the Project schedule set forth in attachment. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. FYRA Engineering shall be entitled to an extension of time and compensation adjustment for any delay beyond FYRA Engineering control.

COMPENSATION. In consideration of the services performed by FYRA Engineering, the Client shall pay FYRA Engineering in the manner set forth in attachment. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of FYRA Engineering.

PAYMENT TERMS. FYRA Engineering shall submit monthly invoices for services performed and Client shall pay the full invoice amount within thirty (30) days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) days of the invoice date. FYRA Engineering shall be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to FYRA Engineering is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) days shall give FYRA Engineering the right to stop work until payments are current. Non-payment beyond seventy (70) days shall be just cause for termination by FYRA Engineering.

ADDITIONAL SERVICES. The Client and FYRA Engineering acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, FYRA Engineering shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

INDEPENDENT CONSULTANT. FYRA Engineering shall serve as an independent consultant for services provided under this agreement. FYRA Engineering shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by FYRA Engineering.

STANDARD OF CARE. Services provided by FYRA Engineering will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. FYRA Engineering will not be liable for the cost of any omission that adds value to the Project.

COMPLIANCE WITH LAWS. FYRA Engineering shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, FYRA Engineering shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.



PERMITS AND APPROVALS. FYRA Engineering will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

OWNERSHIP OF DOCUMENTS. Documents prepared by FYRA Engineering for the Project are instruments of service and shall remain the property of FYRA Engineering. Record documents of service shall be based on the printed copy. FYRA Engineering will furnish documents electronically; however, the Client releases FYRA Engineering from any liability that may result from documents used in this form. FYRA Engineering shall not be held liable for reuse of documents for any purpose other than those intended under the Project.

INSURANCE. FYRA Engineering will maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

<u>Workers' Compensation</u>	As required by applicable state statute.
<u>Umbrella or Excess Liability</u>	\$2,000,000
<u>Commercial General Liability</u>	\$1,000,000 per occurrence (bodily injury including death & property damage) \$2,000,000 aggregate.
<u>Automobile Liability</u>	\$1,000,000 combined single limit for bodily injury and property damage.
<u>Professional Liability</u>	\$1,000,000 each claim and in the aggregate.

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. FYRA Engineering shall be a named insured on those policies where FYRA Engineering may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

WAIVER OF SUBROGATION. FYRA Engineering, LLC affirmatively agrees to obtain waiver of subrogation against the client and name the client as an additional insured on the Commercial General Liability and Automobile policies.

INDEMNIFICATION AND HOLD HARMLESS. FYRA Engineering, LLC shall indemnify and hold harmless the Client and its employees and agents from any and all liability, settlements, loss, defense costs, and expenses in connection with any action, suit, or claim resulting from the negligent acts, errors, or omissions in services provided pursuant to this Agreement by FYRA Engineering, LLC its employees, or Subconsultants and/or subcontractors. Client shall indemnify and hold harmless FYRA Engineering, LLC and its employees and agents from any and all liability, settlements, loss, defense costs, and expenses in connection with any action, suit, or claim resulting from the negligent acts, errors, or omissions in services provided pursuant to this Agreement by the Client, its employees, or subconsultants and/or subcontractors. However, if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of FYRA Engineering, LLC, and the Client this indemnification applies only to the extent of the negligence of FYRA Engineering, LLC.



LIMITATION OF LIABILITY. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, Subconsultant and all other negligent entities and individuals.

LEGAL EXPENSE. In the event that either party takes legal action against the other that is not prosecuted, is dismissed, or if the decision is rendered for the other party, the party taking legal action agrees to pay the other their attorney fees, court costs, and defense expenses that are allowable under Nebraska state law, within thirty (30) days of the court action.

CONSEQUENTIAL DAMAGES. Neither the Client nor FYRA Engineering shall be liable to the other for any consequential damages regardless of the nature or fault.

ENVIRONMENTAL MATTERS. The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, FYRA Engineering shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify FYRA Engineering from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of FYRA Engineering.

COST OPINIONS. If included in the scope of service, FYRA Engineering shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and FYRA Engineering acknowledge that actual costs may vary from the cost opinions prepared and that FYRA Engineering offers no guarantee related to the Project cost.

INDEPENDENT COUNSEL. The Client agrees to obtain independent legal and financial counsel for the Project considering FYRA Engineering does not furnish these services.

CONTRACTOR SELECTION. FYRA Engineering may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is their sole responsibility.

SHOP DRAWING REVIEW. If included in the scope of service, FYRA Engineering shall review shop drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the Project. FYRA Engineering shall not be liable for the performance of or consequential damages of any equipment furnished by the contractor under the Project.

CONSTRUCTION REVIEW. If included in the scope of service, FYRA Engineering shall observe the progress and content of the work to determine if the work is proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of work at the Project site shall not make FYRA Engineering responsible for the work performed by another party; the means, methods, techniques, sequences, or procedures selected by another party; nor the safety precautions or programs of another party.

REJECTION OF WORK. FYRA Engineering may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

SAFETY. FYRA Engineering shall be responsible solely for the safety precautions or programs of its employees and no other party.

INFORMATION FROM OTHER PARTIES. The Client and FYRA Engineering acknowledge that FYRA Engineering will rely on information furnished by other parties in performing its services under the Project. FYRA Engineering shall not be liable for any damages that may be incurred by the Client in the use of third party information.



CONSTRUCTION RECORD DRAWINGS. If included in the scope of service, FYRA Engineering will deliver drawings to the Client incorporating information furnished by construction contractors. In that construction record drawings are based on information provided by others, FYRA Engineering cannot and does not warrant their accuracy.

FORCE MAJEURE. Neither party will hold the other responsible for damages or delay caused by Acts of God, acts of war, strikes, accidents, or other events beyond the other's control.

DISPUTE RESOLUTION. The Client and FYRA Engineering agree that they shall diligently pursue resolution of all disagreements within forty-five (45) days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. FYRA Engineering shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

SUSPENSION OF WORK. The Client may suspend services performed by FYRA Engineering with cause upon fourteen (14) days written notice. FYRA Engineering shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay FYRA Engineering all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, FYRA Engineering shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

TERMINATION. The Client or FYRA Engineering may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. FYRA Engineering shall submit an invoice for services performed up to the effective date of termination and the Client shall pay FYRA Engineering all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

GOVERNING LAW. The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

ASSIGNMENT. Neither party shall assign its rights, interests, or obligations under the Project without the express written consent of the other party.

WAIVER OF RIGHTS. The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

WARRANTY. FYRA Engineering warrants that it will deliver products under the Project within the standard of care. FYRA Engineering provides no other expressed or implied warranty.

SEVERABILITY. Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and FYRA Engineering will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

SURVIVAL. All provisions of these terms that allocate responsibility or liability between the Client and FYRA Engineering shall survive the completion or termination of services for the project.



Deadman's Run Detention Cell Design - Additional Project Modeling

Lower Platte South NRD

Lincoln, NE

FYRA Project No. 002-18-02

FYRA Engineering			
Prj Mgr	Prj Engr	El	
Sotak	Gregalunas	(Varies)	
\$202	\$175	\$100	Expenses

Tasks

No.	Work Completed Between Contracts					Total
0.0	Correspondence, Meetings, Model Reviews, Advanced Modeling	14.25	39	289		\$38,604
No. Project Management						
1.01	NRD/City Coordination Meetings ¹	12	12	12	\$150	
1.02	USACE Coordination Meeting ²	4	4	4	\$50	
1.03	LPSNRD Board/Committee Update ³	4		4	\$50	
Project Management Task Total		\$4,040	\$2,800	\$2,000	\$250	\$9,090
No. Hydrologic Model Updates						
2.01	Create Two Calibration Rainfall Events ⁴		8	40	\$19,000	
2.02	Verify Existing Model Against Calibration Events	2	4	12		
2.03	Calibrate Hydrologic Model Subbasin Parameters ⁵	4	4	60		
2.04	Verify Storm Sewer and Channel Routings		1	20		
2.05	Verify Incorporated Reservoirs		1	8		
2.06	Assess Wedgewood Lake Drawdown on 2015 Storm Calibration		1	8		
2.07	Create Design Storm Hydrographs	2	2	16		
2.08	Technical Memorandum to USACE Standards	8	6	30		
Hydrologic Model Updates Task Total		\$3,232	\$4,725	\$19,400	\$19,000	\$46,357
No. Existing Conditions Hydraulic Model Updates						
3.01	Verify Existing Structure Data on DMR		Time and Expenses if Needed			
3.02	Survey Existing Structure Data on West Trib			16	\$300	
3.03	Update West Trib Hydraulic Structures		1	20		
3.04	Add Overbank Lateral Structures and 2D mesh ⁶		1	60		
3.05	Optimize Inflow Hydrograph Locations and Baseflows		1	16		
3.06	Verify Hydraulic Routing Upstream of 52nd Street		1	12		
3.07	Verify Existing Model Against Calibration Events		1	12		
3.08	Calibrate Existing Conditions Manning's Values		2	24		
3.09	Establish Calibrated Baseline Hydraulics ⁷	2	2	16		
3.10	Technical Memorandum to USACE Standards	6	4	40		
Existing Conditions Hydraulic Model Updates Task Total		\$1,616	\$2,275	\$21,600	\$300	\$25,791
No. Proposed Conditions Hydraulic Model Updates						
4.01	Update West Trib Hydraulic Structures			10		
4.02	Add Overbank Lateral Structures and 2D mesh		1	60		
4.03	Document Proposed Conditions Manning's Values Selection	2	6	24		
4.04	Verify Proposed Hydraulic Structures			12		
4.05	Incorporate Scale Model Testing Results	2	2	16		
4.06	Establish Proposed Conditions Hydraulics		2	16		
4.07	Assess Tailwater Elevation Sensitivity	1	1	4		
4.08	Identify Induced Damages		2	8		
4.09	Determine Induced Damages Mitigation Alternatives ⁸	8	8	60		
4.10	Assess Future Upstream Conditions	1	1	6		
4.11	Technical Memorandum to USACE Standards	6	4	40		
Proposed Conditions Hydraulic Model Updates Task Total		\$4,040	\$4,725	\$25,600	\$0	\$34,365
No. CLOMR Submittal						
5.01	Hydrology Chapter Documentation	1	6	12		
5.02	Hydraulics Chapter Documentation	1	4	8		
5.03	Develop Special Flood Hazard Mapping	1	8	40		
5.04	MT2 Form ⁹			30		
5.05	CLOMR Submittal Coordination	6	8	40	\$6,500	
5.06	Notice to Residents			10		
5.07	Public Meeting (1)	4	4	4	\$50	
CLOMR Submittal Task Total		\$2,626	\$5,250	\$14,400	\$6,550	\$28,826
Subtotal Hours		77	113	830		
Subtotal Costs		\$15,554	\$19,775	\$83,000	\$26,100	\$183,033

Assumptions

¹ Three Client Coordination meetings

² One USACE Coordination meeting

³ One Board Presentation

⁴ Two AWA SPAS Storms needed for FEMA @ \$9500 each

⁵ Work completed to date will be used along with new information from AWA analysis.

⁶ 1D and 2D modeling work completed to date will be incorporated into the 1D modeling that is received from USACE. 1D channel hydraulics will be combined with 2D overbanks, requiring major edits to both the 1D and 2D models reviewed to date.

⁷ Preliminary findings will be shared with USACE to gain acceptance without requiring updates to project economics

⁸ Characterization of alternatives that eliminate induced damages (measured via WSE changes) using the Final Proposed Hydraulic Model. The selected alternative will be incorporated into the Final Proposed Hydraulic and will determine the performance requirement for Final Design. HEC FDA Analysis is assumed to be completed by others.

⁹ As-built/proposed information is provided

Deadman's Run Hydrology and Hydraulics Updates Task Descriptions

0 WORK COMPLETED BETWEEN CONTRACTS

All requested work from LPSNRD from the end of the initial contract to the initialization of this contract. Work includes correspondence and meetings with USACE and their subcontractor and local partners, model revisions to assess potential changes in model outputs, given FYRA-recommended path forward and other miscellaneous tasks.

1 PROJECT MANAGEMENT

1.01 NRD/City Coordination Meetings

Preparation for and attendance of up to three (3) meetings, exclusive of other meetings specified in this document, with the Lower Platte South Natural Resources District (LPSNRD) and the City of Lincoln. Project review meetings will occur before and after the hydrology and hydraulics updates are completed, and during the CLOMR submittal phase and at the request of the LPSNRD. Meeting minutes and project task lists will be prepared by FYRA and distributed after each meeting for approval by the LPSNRD.

1.02 USACE Coordination Meeting

Preparation for and attendance of up to one (1) meeting, exclusive of other meetings specified in this document, with the Omaha District USACE and LPSNRD. Meeting will occur prior to the selection of an Induced Damages Mitigation Alternative in the hydraulics update phase to review the modeling updates. Meeting minutes and project task lists will be prepared by FYRA and distributed after each meeting for approval by the LPSNRD.

1.03 LPSNRD Board/Committee Update

Preparation for and attendance of up to one (1) presentation to the LPSNRD board or committee, exclusive of other meetings specified in this document. Presentation will occur prior to the final design scoping.

2 HYDROLOGIC MODEL UPDATES

2.01 Create Two Calibration Rainfall Events

Radar data processed by a FEMA approved meteorologist for the October 2014 storm and the May 2015 storm. Rainfall intensity data will be provided at less than 10-minute intervals for each sub-basin. The calibration rainfall events will be classified to an implied frequency interval.

2.02 Verify Existing Model Against Calibration Events

Existing model provided by USACE will be run with the FEMA acceptable rainfall data for the two calibration storm events. Results will be compared against gage recorded discharges and documented in a Technical Memorandum along with an assessment of the validity of instantaneous peak discharge and time-series discharge recorded at the gage.

2.03 Calibrate Hydrologic Model Sub-basin Parameters

Runoff volume, hydrograph shape, and peak discharge will be calibrated by adjusting sub-basin parameters: initial loss, constant loss, kinematic wave parameters, and impervious area. Antecedent conditions will be assessed to determine if calibration events occurred during dry, average, or wet conditions. Impervious area will be determined by GIS analysis of land use and with consideration for disconnected impervious areas. Results and parametrization methodology will be documented in a Technical Memorandum.

2.04 Verify Storm Sewer and Channel Routings

Flow diversions at large storm sewer networks will be reviewed and updated. Flow routings will be added for significant storm sewer conveyance. Results will be documented in a Technical Memorandum.

2.05 Verify Incorporated Reservoirs

The stage-storage-discharge curves for reservoirs in the model will be reviewed and updated. Reservoirs with insignificant impact will be removed. Results will be documented in a Technical Memorandum.

2.06 Assess Wedgewood Lake Drawdown on 2015 Storm Calibration

Wedgewood Lake was not at full pool in advance of the May 2015 storm due to drawdown for construction. The sensitivity of the calibration results to a lowered starting water surface elevation will be reviewed. Results will be documented in a Technical Memorandum.

2.07 Create Design Storm Hydrographs

Frequency storms for storm reoccurrence intervals of 2-yr, 5-yr, 10-yr, 25-yr, 50-yr, 100-yr, 200-yr, and 500-yr will be included in the model. The calibrated loss parameters determined in model calibration will be adjusted to reflect an average antecedent condition if antecedent conditions during either calibration event significantly impacted runoff volume. Comparison of updated design flows to existing design flow will be provided. Results will be documented in a Technical Memorandum.

2.08 Technical Memorandum to USACE Standards

Summary of all updates and methodologies used in calibrating the hydrologic model will be documented in a report that meets the standards of the USACE hydrology team for DMR.

3 EXISTING CONDITIONS HYDRAULIC MODEL UPDATES

3.01 Verify Existing Structure Data on DMR

Hydraulic structure survey data present in the modeling will be verified to assess pressure flow and weir flow conditions and for quality control. Results will be documented in a Technical Memorandum.

3.02 Survey Existing Structure Data on West Trib

Hydraulic structures on West Trib will be surveyed. Survey sheets will be provided for each structure.

3.03 Update West Trib Hydraulic Structures

Hydraulic structures on West Trib will be updated in the hydraulic model. 1D cross sections will be used for this portion of the modelling.

3.04 Add Overbank Lateral Structures and 2D mesh

1D cross sections will be limited to the channel extents downstream of 52nd street. The overbank areas will be modeled with a 2D mesh and lateral structures will be added at the boundary of the 1D and 2D model areas.

3.05 Optimize Inflow Hydrograph Locations and Baseflows

Inflow hydrographs will be adjusted to minimize the baseflow or stability flow required. Inflow locations, particularly for storm sewer inflows, will be updated and changes will be justified and documented in a Technical Memorandum.

3.06 Verify Hydraulic Routing Upstream of 52nd Street

Channel routings represented in hydrologic calibration and then modeled in the hydraulic model will be assessed for conformity. Results will be documented in a Technical Memorandum.

3.07 Verify Existing Model Against Calibration Events

The calibrated hydrology will be used in the existing hydraulic model prior to adjustment of manning's values, but with all other updates included, to assess modeled results against surveyed and recorded data. Results will be documented in a Technical Memorandum.

3.08 Calibrate Existing Conditions Manning's Values

Review aerials and photos of existing channel conditions to assign manning's values. Calibrate Manning's values within researched acceptable range to match high water mark information. Results will be documented in a Technical Memorandum.

3.09 Establish Calibrated Baseline Hydraulics

Utilize the updated model to determine water surface elevations for the channel and the overbanks for storm reoccurrence intervals of 2-yr, 5-yr, 10-yr, 25-yr, 50-yr, 100-yr, 200-yr, and 500-yr. Channel water surface profiles will be compared to the un-updated existing model and a summary will be documented in a Technical Memorandum.

3.10 Technical Memorandum to USACE Standards

Summary of all updates and methodologies used in calibrating the existing conditions hydraulic model will be documented in a report that meets the standards of the USACE hydraulics team for DMR.

4 PROPOSED CONDITIONS HYDRAULICS MODEL UPDATES

4.01 Update West Trib Hydraulic Structures

Hydraulic structures on West Trib will be updated in the hydraulic model. 1D cross sections will be used for this portion of the modelling.

4.02 Add Overbank Lateral Structures and 2D mesh

1D cross sections will be limited to the channel extents downstream of 52nd street. The overbank areas will be modeled with a 2D mesh and lateral structures will be added at the boundary of the 1D and 2D model areas. Channel alignment changes in the proposed conditions will be included.

4.03 Document Proposed Conditions Manning's Values Selection

Utilize existing channel conditions calibrated Manning's values and proposed channel modifications characteristics to assign proposed conditions Manning's values. Results will be documented in a Technical Memorandum.

4.04 Verify Proposed Hydraulic Structures

Hydraulic structures present in the modeling will be verified based on design information. Results will be documented in a Technical Memorandum.

4.05 Incorporate Scale Model Testing Results

Any data that is available from UNL scale model testing will be included in the proposed conditions hydraulic model.

4.06 Establish Proposed Conditions Hydraulics

Utilize the updated proposed model to determine water surface elevations for the channel and the overbanks for storm reoccurrence intervals of 2-yr, 5-yr, 10-yr, 25-yr, 50-yr, 100-

yr, 200-yr, and 500-yr. Channel water surface profiles will be compared to the un-updated proposed model and a summary will be documented in a Technical Memorandum.

4.07 Assess Tailwater Elevation Sensitivity

Review the proposed conditions model results for design decisions that are heavily tailwater influenced. Summarize findings in a Technical Memorandum

4.08 Identify Induced Damages

Compare channel water surface profiles for the updated modeling of the existing and the proposed conditions. Identify the regions that have a water surface elevation increase in the proposed conditions.

4.09 Determine Induced Damages Mitigation Alternatives

Determine design requirements for project element alternatives that eliminate the induced damages in regions where water surface increases cause induced damages. A summary of each alternative and requirements to function effectively will be documented in a Technical Memorandum.

4.10 Assess Future Upstream Conditions

Future upstream projects may increase required capacities of project elements downstream. This will be assessed as a future condition run of the updated proposed conditions hydraulic model. The Induced Damages Mitigation Alternatives will be reassessed in these conditions to determine design requirement change in the future condition from the proposed conditions.

4.11 Technical Memorandum to USACE Standards

Summary of all updates and methodologies used in updating the proposed conditions hydraulic model will be documented in a report that meets the standards of the USACE hydraulics team for DMR.

5 CLOMR SUBMITTAL

5.01 Hydrology Chapter Documentation

Prepare project narrative document with FIS hydrology chapter update.

5.02 Hydraulics Chapter Documentation

Prepare project narrative document with FIS hydraulics chapter update.

5.03 Develop Special Flood Hazard Mapping

Prepare SFHA work maps and GIS files for submittal. The floodway and floodplain mapping areas will be coordinated with the Floodplain Administrator.

5.04 MT2 Form

Prepare MT2 submittal forms from as-built data provided by others.

5.05 CLOMR Submittal Coordination

Submit the CLOMR package and responded to comments from FEMA during the review process. LOMR to be submitted after project completion is not included in this scope.

5.06 Notice to Residents

Compile a list of properties that are affected by the remapping and distribute bulk mailers as required.

5.07 Public Meeting

Prepare for and attend one (1) CLOMR public meeting.