



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

Memorandum

Date: March 12, 2021
To: Urban Subcommittee
From: Jared Nelson, District Engineer
Subject: Urban Subcommittee Meeting Minutes – March 2021

The Urban Subcommittee met virtually at 5:31pm, on Thursday, March 11, 2021. Subcommittee members participating included Tom Green, Gary Aldridge, Bob Andersen, Christine Lamberty, and Ray Stevens. Others participating included NRD staff Paul Zillig, Dave Potter, Mike Murren, Al Langdale, Bryce Jensen, Tracy Zayac and Jared Nelson; Ross Laurence with JEO Consulting; Lindy Rogers with FYRA Engineering; Brian Schuele with Olsson; Kelly Oelke with the City of Hickman; and LPSNRD board member Deb Eagan. Director Green called the meeting to order at 5:31pm, gave a brief welcome, and then led with a round of introductions before reviewing the agenda. There were three items the Subcommittee took action on, as described below.

(a.) Consideration of a Community Assistance Program Request – City of Hickman, South 68th Street Bike Trail Underpass – First, Zayac explain how the District has received a cost-share assistance request from the City of Hickman for eligible portions of the South 68th Street Bike Trail Underpass project in Hickman. (See map and Memorandum from Tracy Zayac dated March 8, 2021 regarding this item.) Zayac explained how this project is planned to help facilitate connectivity between the existing east and west trail systems in Hickman. She further explained that the District has not seen final design of this project, so staff would want to review those and ensure operation and maintenance, etc, are addressed in an Interlocal Agreement between the District and Hickman as part of this project.

Zayac, along with Oelke and Schuele explained how this culvert project would likely be built with the planned 68th Street roundabout with construction slated for 2022. Zayac explained that District funding for this request would thus need to be budgeted in FY22 and/or FY23. Oelke explained that the citizens and Council in Hickman support this project. Lamberty and Schuele discussed the feasibility of an overpass. Good discussion and questions followed among the group.

It was moved by Stevens, seconded by Andersen, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the Community Assistance Program application from the City of Hickman, for the South 68th Street Bike Trail Underpass Project, in an amount of 50% of the estimated cost, not to exceed \$103,743 of NRD funds, contingent upon an approved Interlocal Agreement between the District and City which outlines respective responsibilities, liability, and other matters.

(b.) Consideration of Bids for the Deadmans Run Culvert Rehabilitation Project - near 72nd & O Street – Next, Jensen described the Deadmans Run Culvert Rehabilitation Project on Deadmans Run near 72nd and O Street (by the Dairy Queen), which addresses a pipe outfall which has degraded and is in need of repair. He described how the 42-Inch diameter corrugated metal pipe (CMP) outfall has rusted through and has separated in several locations. He also described that the District hired FYRA who completed design and development of plans, and the work planned consists of rehabilitating the pipe utilizing Cured-In-Place-Pipe (CIPP), and filling void spaces with flowable fill.

Jensen further described that the project was advertised for construction on February 15, 2021 to receive bid proposals, with the bid opening occurring on Friday afternoon, March 5, 2021. He said the District received three bids, with Subsurface, Inc. being the low bidder with a bid of \$76,305; the Engineer's Opinion of Cost for construction was for \$97,022.

Lindy Rogers with FYRA also described her review of the bids and recommendation to award the project to Subsurface Inc. Lindy answered several questions from the Subcommittee members regarding her letter regarding the bids received (attached). Staff also clarified for Andersen that this is a separate project/location than the other Deadmans Run project, which is near 70th Street.

It was moved by Andersen, seconded by Stevens, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the Bid from Subsurface Inc. in the amount of \$76,305 for the Deadmans Run Culvert Rehabilitation Project near 72nd & O Street.

(c.) Consideration of Professional Services Agreement for the 2021 Biennial Salt Creek Levee SWIF (System-Wide Improvement Framework) Update – Finally, Nelson discussed how the NRD is the local non-federal sponsor of the Salt Creek Levee system, originally constructed by the U.S. Army Corps of Engineers (USACE). He described how 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. He went on to describe the benefits of maintaining this eligibility, and how 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.

Nelson, further described that every two-years, the NRD is required to update the SWIF Plan and submit a request to the USACE, for additional two years of eligibility in the P.L. 84-99 Rehabilitation Program. He explained how JEO Consulting completed the original SWIF report, and staff has worked to negotiate a contract (attached) with JEO to prepare this 2021 Biennial SWIF Update report. He responded to questions from Aldridge related to this matter.

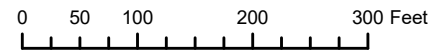
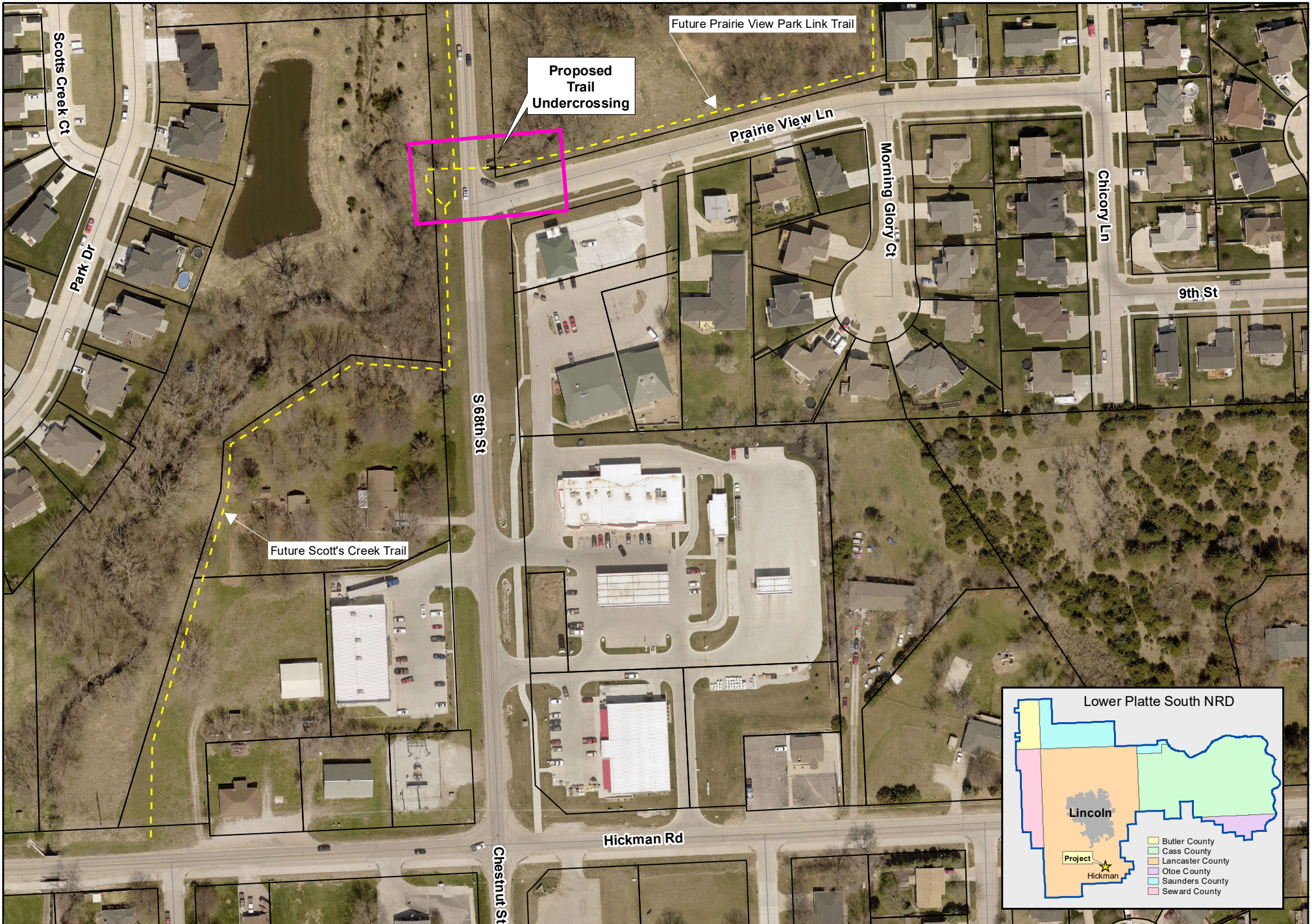
It was moved by Andersen, seconded by Stevens, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the Professional Services Agreement with JEO Consulting Group for the 2021 Biennial Salt Creek Levee SWIF Update, in an amount not to exceed \$28,520, subject to legal counsel review.

There being no further business the meeting adjourned at approximately 6:15 pm.

JN/jn

Community Assistance Request - Hickman, Proposed Trail Undercrossing

A.





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

Memorandum

Date: March 8, 2021
To: Urban Subcommittee
From: Tracy Zayac, Stormwater/Watershed Specialist
Subject: CAP Projects for consideration at March 11, 2021, meeting

1. CAP.2020.007 City of Hickman bike trail underpass (construction): As part of the improvements to 68th Street (which runs north-south), the City of Hickman desires to add to its trails network by creating a safe undercrossing at the intersection with east-west trails. The City will replace the existing box culvert with a dual culvert, one vault of which will be for the trail undercrossing. The City plans to consult with the City of Lincoln on its experiences designing and constructing similar undercrossings, to benefit from lessons learned with these other projects. The City is requesting cost-share on eligible portions of the construction phase of the project, specific to the trail undercrossing. Total cost for the undercrossing project is \$451,990; total costs for items eligible under the Community Assistance Program, is \$207,487. The NRD's portion, at 50% of the eligible costs, would be \$103,743.

Construction on the project is projected to begin in 2022, meaning that NRD funds would likely be paid out of the FY23 or FY24 budget, depending on the date of project completion. Given the size of the project, staff recommends that the NRD sign an interlocal agreement with the City, outlining respective responsibilities, liability, etc. In addition, the NRD must receive and approve the final design, hydrology and hydraulics study, and operation and maintenance plan.

Enc.: Hickman bike trail request information



115 Locust Street, P.O. Box 127
Hickman, NE 68372-0127
Phone 402.792.2212 - Fax 402.792.2210
www.hickman.ne.gov



Tracy Zayac
Stormwater/Watershed Specialist
Lower Platte South Natural Resources District
3125 Portia St
Lincoln, NE 68521

December 17, 2020

December 15, 2020

Dear Ms. Zayac,

The City of Hickman is planning to construct a trail undercrossing beneath 68th Street and would like to request a cost-sharing contribution from the LPSNRD's Community Assistance Fund.

The purpose of the trail undercrossing project is to provide a safe trail crossing beneath 68th Street, which is the primary north/south arterial running through the City and is a high traffic volume road. The undercrossing will provide a critical point of connectivity between the City's trail networks on the east and west sides of 68th Street, as shown in the City's Trail Master Plan.

The scope of the project includes replacing the existing drainage box culvert beneath 68th Street with a new dual box culvert that includes one culvert for drainage of regular storm events and a second for the trail undercrossing and high-flow storm events. The trail will be extended on each side of the culvert to provide connectivity to the surrounding trail networks. The conceptual design plans are included with this letter, showing the proposed culvert design and trail connections.

The trail undercrossing will be constructed along with the 68th & Hickman Road Roundabout project, scheduled for construction in 2022. The projects together will create a safer, multi-modal transportation network through the City.

The total project construction cost for the undercrossing is estimated at \$451,990, with LPSNRD cost-sharing eligible items totaling \$207,487. The box culvert and related items are ineligible for cost-sharing and both estimates are included with this letter.

The City would like to request a contribution from the LPSNRD of 50% of the eligible items, for a total contribution of \$103,743.

We would be happy to attend the subcommittee and board meetings in January to present this project and answer any questions.

Sincerely,

Kelly Oelke, CPM, CMC
Interim City Administrator
City Clerk/Finance Director

September 17, 2020

Silas Clarke
City of Hickman
115 Locust Street
Hickman, NE 68372

Dear Mr. Clarke:

Olsson has prepared the enclosed conceptual design plan and cost estimate for a trail undercrossing north of 68th Street and Prairie View Lane. The undercrossing will connect the future Prairie View Park Link trail to the future Scott's Creek trail and enhance public safety by eliminating the vehicle/pedestrian conflict.

The conceptual design includes removing the existing drainage box culvert and installing a new dual box culvert with separate trail and drainage boxes. The drainage culvert will handle low flow events, while high flow events will pass through both culverts.

This design is similar to the culvert beneath 84th Street, north of Old Cheney Road, in Lincoln (see Figure 1).

If the City decides to move forward with this project, the intent is to combine it with the 68th Street roundabout project to better coordinate road closure schedules and obtain the most economical pricing. The roundabout is scheduled to bid in Fall 2021 with construction beginning in Spring 2022.



Figure 1: Culvert at 84th & Old Cheney Road

The following is a summary of the critical design and permitting items:

- A hydraulic analysis will be performed to determine the size of the drainage culvert and the amount of water allowed to flow through the trail culvert in high flow events.
- The existing water, sewer, and power lines on the west side of 68th Street will be potholed to determine the depth and whether relocations are needed.
- A Section 404 Nationwide permit from the U.S. Army Corps of Engineers will be required as the flowline of the existing channel and culvert will shift to the north and existing wetlands will be impacted:
 - o A wetland delineation will be performed as part of the due diligence process.

- The permit approval process can take up to six months, so a late fall/early winter design start is critical to maintaining the overall project schedule.
- While no wetland or channel mitigation is anticipated, the Corps may require a 50' buffer on the north side of the channel, requiring native vegetation and slopes of 4:1 or less.
- A floodplain development permit from the City of Hickman will be required.
- Approximately 0.20 acres of easement will be required from the adjacent land owners.

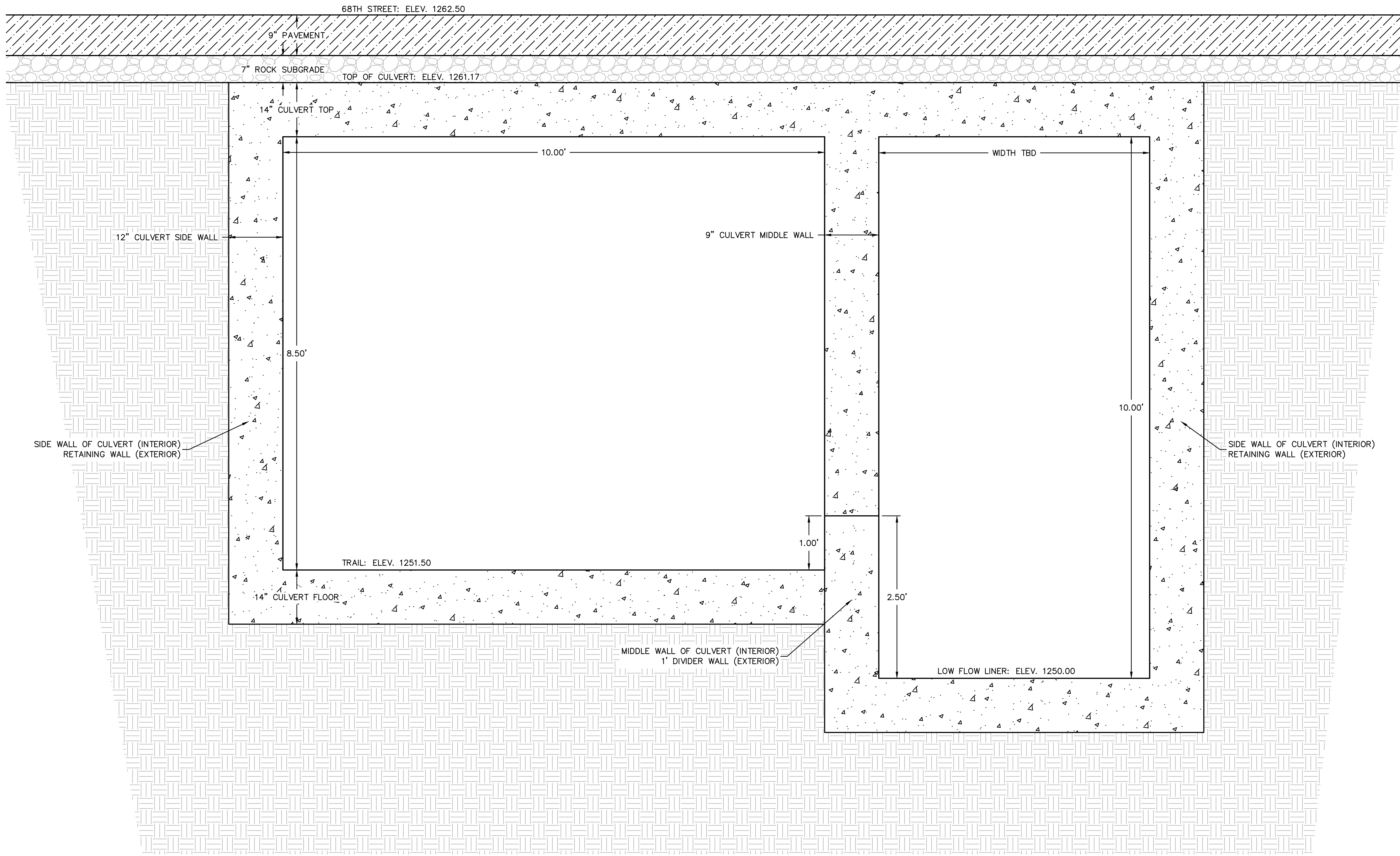
I look forward to sharing this plan with you and the City Council at the meeting on September 22nd. Please let me know if you have any questions in advance of the meeting.

Sincerely,



Brian Schuele, PE

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olsson
 601 P Street, Suite 200
 P.O. Box 84608
 Lincoln, NE 68608
 TEL 402.474.6311 www.olsson.com

| REV. NO. | DATE | REVISIONS DESCRIPTION |
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68TH STREET UNDERCROSSING CROSS SECTION

PRAIRIE VIEW PARK LINK TRAIL UNDERCROSSING
 CONCEPTUAL DESIGN


HICKMAN, NE 2020

drawn by: JJE
 checked by: BTS
 approved by: BTS
 QA/QC by: BTS
 project no.: 020-2125
 drawing no.:
 date: 09.18.2020

SHEET
 C1.3

| Opinion of Probable Cost | | |  | | | |
|-----------------------------------|--------|---|---|------|-------------|---------------------|
| Hickman 68th Street Undercrossing | | | | | | |
| 9/18/2020 | | | | | | |
| | Item # | Item | Quantity | Unit | Unit Cost | Total Cost |
| Base Bid | | | | | | |
| Undercrossing | 1 | Mobilization | 1 | LS | \$25,000.00 | \$25,000.00 |
| | 2 | Clearing and Grubbing | 1 | LS | \$7,500.00 | \$7,500.00 |
| | 3 | Earthwork | 1 | LS | \$25,000.00 | \$25,000.00 |
| | 4 | Asphalt Pavement Removal | 125 | SY | \$20.00 | \$2,500.00 |
| | 5 | Box Culvert Removal | 1 | LS | \$7,500.00 | \$7,500.00 |
| | 6 | Storm Culvert Extension | 1 | LS | \$7,500.00 | \$7,500.00 |
| | 7 | Sewer Relocation (unknown) | 0 | LS | \$15,000.00 | \$0.00 |
| | 8 | Water Relocation (unknown) | 0 | LS | \$15,000.00 | \$0.00 |
| | 9 | Concrete Box Culvert | 66 | LF | \$3,000.00 | \$196,500.00 |
| | 10 | Cast In Place Concrete Retaining Wall | 1,400 | VSF | \$40.00 | \$56,000.00 |
| | 11 | 6" Concrete Trail | 925 | SY | \$65.00 | \$60,125.00 |
| | 12 | 9" Asphalt Pavement | 65 | TN | \$125.00 | \$8,125.00 |
| | 13 | Riprap | 85 | TN | \$90.00 | \$7,650.00 |
| | 14 | Seeding and Matting | 1 | LS | \$7,500.00 | \$7,500.00 |
| Totals | | Contingency (10%) | | | | \$41,090.00 |
| | | Construction Subtotal | | | | \$451,990.00 |
| | | Easement Acquisition | | | | \$5,000.00 |
| | | Due Diligence and Permitting Services (6%) | | | | \$27,119.40 |
| | | Engineering Design & Bidding Services (10%) | | | | \$45,199.00 |
| | | Engineering Construction Services (7%) | | | | \$31,639.30 |
| | | Project Total | | | | \$560,947.70 |

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

| | | | | | | |
|--|--|--|---|--|--|--|
| Opinion of Probable Cost - NRD Eligible Items | | |  | | | |
| Hickman 68th Street Undercrossing | | | | | | |
| 10/29/2020 | | | | | | |

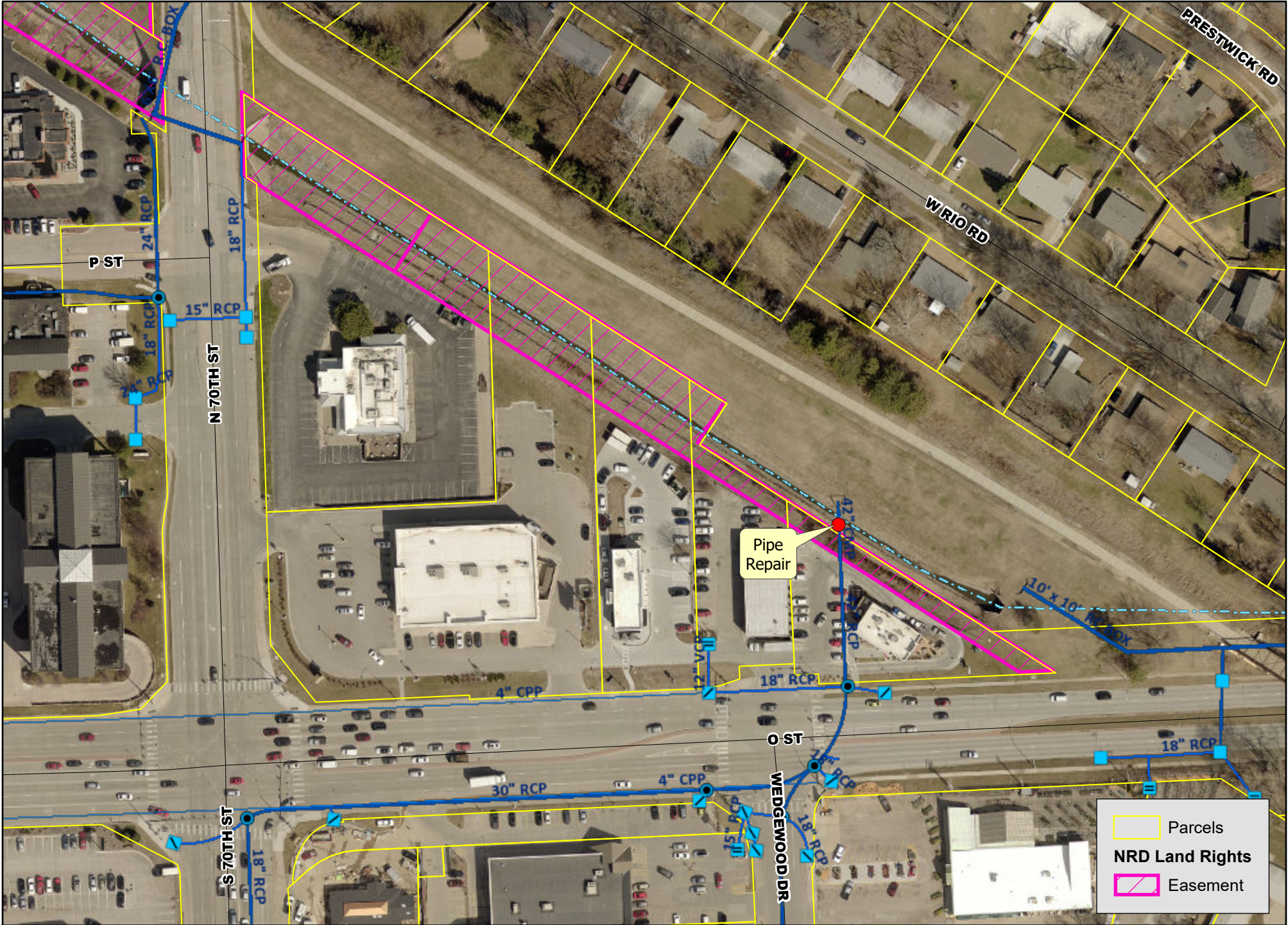
| | Item # | Item | Quantity | Unit | Unit Cost | Total Cost |
|-----------------|--------|---|----------|------|-------------|---------------------|
| Base Bid | | | | | | |
| Undercrossing | 1 | Mobilization | 1 | LS | \$25,000.00 | \$25,000.00 |
| | 2 | Clearing and Grubbing | 1 | LS | \$7,500.00 | \$7,500.00 |
| | 3 | Earthwork | 1 | LS | \$25,000.00 | \$25,000.00 |
| | 4 | Asphalt Pavement Removal | 0 | SY | \$20.00 | \$0.00 |
| | 5 | Box Culvert Removal | 0 | LS | \$7,500.00 | \$0.00 |
| | 6 | Storm Culvert Extension | 1 | LS | \$7,500.00 | \$7,500.00 |
| | 7 | Sewer Relocation (unknown) | 0 | LS | \$15,000.00 | \$0.00 |
| | 8 | Water Relocation (unknown) | 0 | LS | \$15,000.00 | \$0.00 |
| | 9 | Concrete Box Culvert | 0 | LF | \$3,000.00 | \$0.00 |
| | 10 | Cast In Place Concrete Retaining Wall | 1,400 | VSF | \$40.00 | \$56,000.00 |
| | 11 | 6" Concrete Trail | 925 | SY | \$65.00 | \$60,125.00 |
| | 12 | 9" Asphalt Pavement | 0 | TN | \$125.00 | \$0.00 |
| | 13 | Riprap | 0 | TN | \$90.00 | \$0.00 |
| | 14 | Seeding and Matting | 1 | LS | \$7,500.00 | \$7,500.00 |
| Totals | | Contingency (10%) | | | | \$18,862.50 |
| | | Construction Subtotal | | | | \$207,487.50 |
| | | Easement Acquisition | | | | \$5,000.00 |
| | | Due Diligence and Permitting Services (6%) | | | | \$12,449.25 |
| | | Engineering Design & Bidding Services (10%) | | | | \$20,748.75 |
| | | Engineering Construction Services (7%) | | | | \$14,524.13 |
| | | Project Total | | | | \$260,209.63 |

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

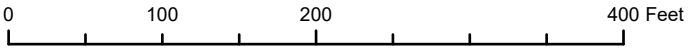


Dead Mans Run - NRD Land Rights and City Storm Pipe System, near 70th + O Streets

B.



| | |
|--|-----------------|
| | Parcels |
| | NRD Land Rights |
| | Easement |





7 March 2021

Bryce Jensen
Lower Platte South NRD
3125 Portia Street
Lincoln, NE 68521

Re: Deadmans Run Culvert Rehabilitation Project – Engineer’s Recommendation

Dear Bryce:

The bid opening for the above-referenced project was held at the LPSNRD on 5 March 2021. Three bids were received in total with the low bid of \$76,305.00 received from Subsurface, Inc. of Morehead, Minnesota. This bid was \$20,716.50 below the Engineer’s Opinion of Probable Costs which was \$97,021.50. All required documents accompanied the bid. The other two bids are listed below:

| | |
|-------------------------------|--------------|
| Pat Thomas Construction, Inc. | \$118,825.25 |
| Hydro-Klean | \$152,989.76 |

The method of rehabilitation that was determined to be the most suitable method for this culvert was utilizing Cured-In-Place-Pipe (CIPP). This method has been used for several decades within smaller, sanitary sewer pipes, but is somewhat new in the larger storm sewer pipes. FYRA just recently designed a principal spillway rehabilitation using CIPP for your NRD at Plattsmouth Dam Site 7-C which was completed in the Fall of 2020. Because this method of rehabilitation is somewhat new to the Lincoln/Omaha/Council Bluffs area in larger storm sewer culverts, it was expected that the companies bidding on this project might be from outside the local area. I have personally met with Subsurface staff in the past about the CIPP rehabilitation method and their experience with the process. I am confident that their history of work in Minnesota and other surrounding areas provides them with the understanding to complete this project. In addition, Subsurface recently completed a principal spillway rehabilitation project for the Pine Lake Homeowner’s Association in Lincoln for Olsson Engineering last November. I am fully confident that Subsurface will complete this project to design specifications.

My recommendation is to award the project to the lowest bidder, Subsurface, Inc. and begin the contracting process upon Board approval. Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Lindy Rogers". The signature is written in a cursive, flowing style.

Lindy Rogers, P.E.

Project: Deadmans Run Culvert Rehabilitation Project

Owner: Lower Platte South Natural Resources District

Date: 5 March 2021

FYRA Project Number: 002-19-03

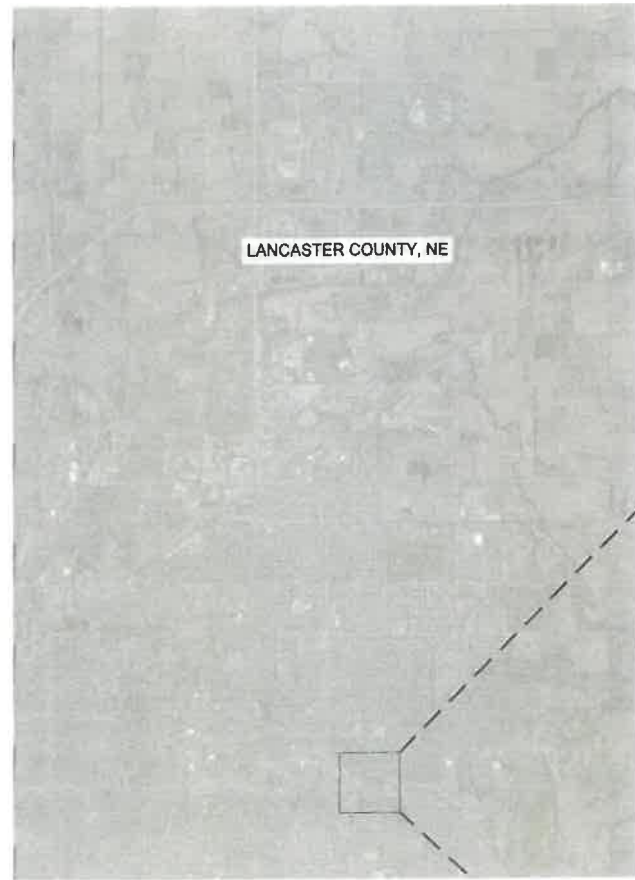
| Item Number | Item Description | Quantity | Unit | ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST | | SUBSURFACE | | PAT THOMAS CONSTRUCTION, INC | | HYDRO-KLEAN | |
|------------------------|---|----------|------|--|--------------|--------------|--------------|------------------------------|---------------|--------------|---------------|
| | | | | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total |
| 1.01 | MOBILIZATION | 1 | LS | \$ 12,936.20 | \$ 12,936.20 | \$ 20,500.00 | \$ 20,500.00 | \$ 9,500.00 | \$ 9,500.00 | \$ 50,000.00 | \$ 50,000.00 |
| 1.02 | TEMPORARY TRAFFIC CONTROL | 1 | LS | \$ 1,000.00 | \$ 1,000.00 | \$ 7,500.00 | \$ 7,500.00 | \$ 1,750.00 | \$ 1,750.00 | \$ 10,000.00 | \$ 10,000.00 |
| 1.03 | CONSTRUCT AND REMOVE STABILIZED CONSTRUCTION ENTRANCE | 1 | EA | \$ 7,000.00 | \$ 7,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 6,500.00 | \$ 6,500.00 | \$ 15,000.00 | \$ 15,000.00 |
| 1.04 | REMOVE AND REPLACE STOP SIGN | 1 | EA | \$ 850.00 | \$ 850.00 | \$ 100.00 | \$ 100.00 | \$ 350.00 | \$ 350.00 | \$ 2,500.00 | \$ 2,500.00 |
| 1.05 | CONSTRUCT AND REMOVE TEMPORARY ACCESS RAMP | 166 | CY | \$ 25.00 | \$ 4,150.00 | \$ 10.00 | \$ 1,660.00 | \$ 70.00 | \$ 11,620.00 | \$ 90.36 | \$ 14,999.76 |
| 1.06 | GROUT TO FILL VOIDS | 2.2 | CY | \$ 180.00 | \$ 396.00 | \$ 2,800.00 | \$ 6,160.00 | \$ 1,100.00 | \$ 2,420.00 | \$ 5,000.00 | \$ 11,000.00 |
| 1.07 | REHABILITATE 42" CMP CULVERT WITH CIPP | 70 | LF | \$ 600.00 | \$ 42,000.00 | \$ 420.00 | \$ 29,400.00 | \$ 1,093.20 | \$ 76,524.00 | \$ 600.00 | \$ 42,000.00 |
| 1.08 | EROSION CONTROL MATTING | 2495 | SY | \$ 3.00 | \$ 7,485.00 | \$ 3.00 | \$ 7,485.00 | \$ 2.75 | \$ 6,861.25 | \$ 2.00 | \$ 4,990.00 |
| 1.09 | SEEDING | 0.6 | AC | \$ 3,000.00 | \$ 1,800.00 | \$ 2,500.00 | \$ 1,500.00 | \$ 5,500.00 | \$ 3,300.00 | \$ 4,166.66 | \$ 2,500.00 |
| Subtotal | | | | | \$ 77,617.20 | TOTAL | \$ 76,305.00 | TOTAL | \$ 118,825.25 | TOTAL | \$ 152,989.76 |
| 25% Contingency | | | | | \$ 19,404.30 | BID TAB | \$ 76,305.00 | BID TAB | \$ 118,825.25 | BID TAB | \$ 152,990.00 |
| TOTAL | | | | | \$ 97,021.50 | DIFFERENCE | \$ - | DIFFERENCE | \$ - | DIFFERENCE | \$ (0.24) |



LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT DEADMANS RUN CULVERT REHABILITATION LANCASTER COUNTY, NE

FYRA
ENGINEERING
12702 Westport Pkwy, Ste 300
Omaha, Nebraska 68138
402.502.7131
www.fyraengineering.com



LOCATION MAP



SITE MAP
NOT TO SCALE



SHEET INDEX

- A.1 COVER SHEET
- A.2 GENERAL NOTES AND QUANTITIES
- B.1 SITE ACCESS
- B.2 WORK ZONE TRAFFIC CONTROL
- D.1 DETAILS AND AS-BUILTS
- D.2 OUTLET DETAILS
- P.1 PLAN AND PROFILE

DESIGNED BY:

**12702 WESTPORT PARKWAY, SUITE 300
 OMAHA, NE 68138
 402.502.7131
 WWW.FYRAENGINEERING.COM**

OWNER:

**3125 PORTIA STREET
 LINCOLN, NE 68521
 402.476.2729
 WWW.LPSNRD.ORG**

DEADMANS RUN CULVERT REHABILITATION
 LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
 LINCOLN, NEBRASKA
 2021

ENGINEER'S SEAL



REVISIONS

| NO. | DATE |
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DESIGNED BY: MCR
 DRAWN BY: MVH
 QA / QC BY: EDM
 PROJECT NO.: 002-19-03
 DATE: 12/02/2020

TITLE
COVER SHEET

SHEET
A.1

GENERAL NOTES:

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2020 CITY OF LINCOLN STANDARD SPECIFICATIONS FOR MUNICIPAL CONSTRUCTION EXCEPT AS MODIFIED BY THE DETAILED NOTES AND SPECIFICATIONS. IF A CONFLICT EXISTS BETWEEN THE CITY OF LINCOLN STANDARD SPECIFICATIONS AND THE DETAILED NOTES THE MORE STRINGENT SPECIFICATION SHALL GOVERN.
- THE LOCATIONS OF ALL AERIAL AND UNDERGROUND UTILITY FACILITIES ARE APPROXIMATE OR MAY NOT BE INDICATED IN THESE PLANS. UNDERGROUND FACILITIES, WHETHER INDICATED OR NOT, SHALL BE LOCATED AND FLAGGED BY THE CONTRACTOR AND UTILITY COMPANIES 48 HOURS BEFORE WORK IS STARTED. VERIFY UTILITY LOCATIONS BY CONTACTING THE NEBRASKA DIGGERS HOTLINE (ONLINE AT WWW.NEICALL.COM AND/OR CALL 800-331-5666 OR 811). THE CONTRACTOR SHALL BE REQUIRED TO NOTIFY AND COORDINATE ALL NECESSARY UTILITY SERVICE INTERRUPTIONS WITH THE OWNERS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES, PAVEMENT, STRUCTURES, FENCES, POLES, SIGNS, TREES, IRRIGATION LINES, SPRINKLER HEADS, SUB- DRAINS AND OTHER IMPROVEMENTS NOT DESIGNATED FOR REMOVAL. ANY DAMAGE CAUSED BY THE CONTRACTORS OPERATIONS SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
- CONTOURS SHOWN ON THE PLANS ARE 2' CONTOURS FROM LIDAR AND SURVEYED DATA. ELEVATIONS CALLED OUT ON THE PLANS ARE REFERENCED TO NAVD 88 VERTICAL DATUM. HORIZONTAL CONTROL IS NAD83 NEBRASKA STATE PLANE.
- CONTRACTOR SHALL LIMIT CONSTRUCTION OPERATIONS WITHIN THE CONSTRUCTION LIMITS SHOWN ON PLANS. CONTRACTOR TO DEVELOP STAGING PLAN AND FINAL LIMITS OF CONSTRUCTION AFTER BID IS AWARDED. PLAN MUST BE APPROVED BY ENGINEER PRIOR TO CONSTRUCTION BEGINNING.
- ALL RUBBLE DEBRIS FROM CONSTRUCTION ACTIVITIES MUST BE REMOVED FROM THE SITE UPON PROJECT COMPLETION. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL CONDITIONS BY SMOOTHING COMPACTED SOILS PRIOR TO FINISHED GRADING AND SEEDING AND MULCHING WITH SPECIFIED MIX AND METHODS. DISTURBED AREAS ON SLOPES 3H:1V OR GREATER SHALL RECEIVE EROSION CONTROL BLANKET.
- THE CONTRACTOR SHALL NOT ALLOW THE PONDING OF WATER WITHIN THE CONSTRUCTION AREA AT ANY TIME. MAINTAIN ALL EXISTING DRAINAGE PATTERNS.
- THE CONTRACTOR SHALL CONDUCT ALL OPERATIONS AND MAINTAIN CONSTRUCTION WORK AREA IN A SAFE MANNER IN ACCORDANCE WITH OSHA COMPLIANCE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ALL TEMPORARY MARKERS, LIGHTS, SIGNS, FLAGMEN, BARRICADES AND OTHER PROTECTIVE DEVICES CONFORMING TO THE CITY OF LINCOLN TRAFFIC CONTROL GUIDELINES. THIS SHALL INCLUDE ANY BARRICADES OR SIGNS NECESSARY FOR PEDESTRIAN TRAIL CLOSURES AND ALL COSTS SHALL BE INCLUDED IN THE TEMPORARY TRAFFIC CONTROL BID ITEM.
- CONTRACTOR TO ATTEND THE PRE-CONSTRUCTION CONFERENCE WITH OWNER, ENGINEER, AND OTHER PROJECT STAKEHOLDERS.
- SWPPP TO BE IMPLEMENTED AS DESIGNED. CONTRACTOR IS RESPONSIBLE FOR CLEAN OUT AND MAINTENANCE OF ALL SWPPP ITEMS UNTIL VEGETATIVE COVER HAS BEEN SUFFICIENTLY ESTABLISHED AS DETERMINED BY THE FIELD ENGINEER OR IN ACCORDANCE WITH PERMIT. CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF ALL DEVICES.
- ELECTRONIC GRADING FILES CAN BE PROVIDED UPON REQUEST FROM ENGINEER.
- ANY SOIL BROUGHT IN FROM OFF SITE MUST BE OBTAINED FROM AN APPROVED LOCATION THAT DOES NOT AFFECT WETLANDS, T&E SPECIES, OR CULTURAL/HISTORICAL RESOURCES.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY CONCRETE TRAIL OR GRASSED SURFACE THAT MAY BE DAMAGED DURING THE CONTRACTOR'S USE OF THESE AREAS DURING CONSTRUCTION. REPAIR SHALL BE INCIDENTAL TO THE PROJECT.
- THE QUANTITIES SHOWN FOR SEEDING AND MULCHING INCLUDE ALL NON-PAVED AREAS WITHIN THE LIMITS OF CONSTRUCTION AND DOES NOT ACCOUNT FOR ANY AREA THAT IS DISTURBED OUTSIDE THE LIMITS OF CONSTRUCTION. DISTURBED AREAS OUTSIDE THE LIMITS OF CONSTRUCTION MUST BE RESTORED AND SEEDED AND MULCHED AND WILL BE CONSIDERED INCIDENTAL TO THE PROJECT.
- THE GRADES, ELEVATIONS, DIMENSIONS, LOCATIONS AND FIELD MEASUREMENTS OR ANY DRAWINGS OR SPECIFICATIONS ISSUED BY THE ENGINEER, OR THE WORK INSTALLED BY OTHER CONTRACTORS, ARE NOT GUARANTEED BY THE ENGINEER OR THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL GRADES, ELEVATIONS, DIMENSIONS, LOCATIONS AND FIELD MEASUREMENTS. IN ALL CASES OF THE INTERCONNECTION OF ITS WORK WITH EXISTING OR OTHER WORK, THE CONTRACTOR SHALL VERIFY AT THE SITE ALL DIMENSIONS RELATING TO SUCH EXISTING OR OTHER WORK. ANY ERRORS DUE TO CONTRACTOR'S FAILURE TO VERIFY ALL SUCH GRADES, ELEVATIONS, DIMENSIONS, LOCATIONS, OR FIELD MEASUREMENTS SHALL BE PROMPTLY RECTIFIED BY THE CONTRACTOR WITHOUT ANY ADDITIONAL COSTS TO THE OWNER OR EXTENSIONS OF CONTRACT TIMES.
- NO GROUT SHOULD BE LEFT AT INLET OR OUTLET AFTER GROUTING PROCEDURES HAVE ENDED.
- GROUT MUST BE CONTAINED AND MUST NOT BE ALLOWED TO ENTER THE WATERWAYS UNDER ANY CIRCUMSTANCE. USE OF CATCHMENT AREAS MAY BE NECESSARY.
- QUANTITIES FOR "GROUT TO FILL VOIDS" ARE ESTIMATED AND MAY VARY FROM THE BID QUANTITIES. THE ESTIMATED VOLUME SHOULD BE DISCUSSED WITH THE CONSTRUCTION ENGINEER PRIOR TO ORDERING GROUT.
- PRIOR TO THE START OF CONSTRUCTION, THE FIELD REPRESENTATIVE WILL INSPECT THE PORTIONS OF THE CONCRETE TRAIL THAT ARE NOT BEING REMOVED DURING CONSTRUCTION AND WILL DOCUMENT AREA OF EXISTING TRAIL THAT ARE CRACKED OR DEGRADED WITH PHOTOS AND SURVEYED LOCATION. ANY AREAS OF TRAIL THAT ARE DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AT THE COST OF THE CONTRACTOR, EXCEPT FOR AREAS THAT WERE PREVIOUSLY NOTED AS DAMAGED BY THE FIELD REPRESENTATIVE.

TRAIL COORDINATION NOTES:

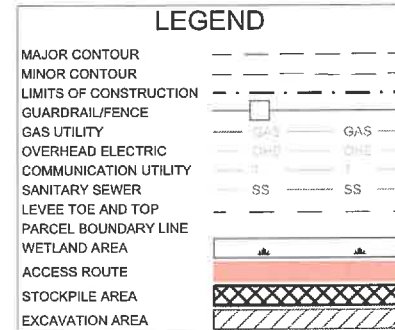
- IF TRAIL CLOSURE IS REQUIRED FOR A DURATION GREATER THAN 30 MINUTES, THE CLOSURE MUST BE COORDINATED WITH THE PROJECT ENGINEER. 2 WEEKS PRIOR TO CLOSURE THE CONTRACTOR SHALL PROVIDE THE PROJECT ENGINEER TIMES AND DURATIONS OF EXPECTED CLOSURES SO THAT A PUBLIC NOTICE CAN BE ISSUED. CONTRACTOR SHALL ALSO PROVIDE TRAIL CLOSURE SIGNS 1/2 MILES UPSTREAM AND DOWNSTREAM OF TRAIL CLOSURE AND BARRICADES AT THE CLOSURE LOCATIONS. TRAIL DETOUR SIGNS MAY BE REQUIRED IF PROJECT ENGINEER DETERMINES AN APPROPRIATE AND SAFE DETOUR ROUTE. IF TRAIL IS BEING UTILIZED FOR TEMPORARY VEHICLE/EQUIPMENT SITE ACCESS ONLY, FLAGMEN AND BARRICADES MUST BE PROVIDED. THIS WILL BE CONSIDERED INCIDENTAL TO THE PROJECT.

CIPP NOTES:

- PRIOR TO REHABILITATION, ALL TRASH, RIPRAP, AND DEBRIS SHALL BE REMOVED AND THE PIPE SHALL BE CLEANED AND JETTED.
- THE CIPP THICKNESS SHALL BE BASED AS A MINIMUM ON THE PHYSICAL PROPERTIES IN THE SPECIFICATION 02733 OR GREATER VALUES IF SUBSTANTIATED BY INDEPENDENT LAB TESTING AND IN ACCORDANCE WITH THE DESIGN EQUATIONS IN APPENDIX X1 OF ASTM F1216.
- SUBSTITUTE LINER PRODUCTS WILL BE CONSIDERED FOR WHAT IS CALLED OUT IN PROJECT SPECIFICATIONS. APPROVAL OF THE SUBSTITUTE PRODUCT SHOULD BE OBTAINED BEFORE THE PROJECT IS BID TO ENSURE THE ACCEPTABILITY. SUBSTITUTE PRODUCTS MUST HAVE THE MINIMUM STRENGTH BY THE SPECIFIED PRODUCT.

ABBREVIATIONS:

- CE - COVER ELEVATION
- COCOP - CENTRIFUGALLY CAST CONCRETE PIPE
- CIPP - CURED-IN-PLACE PIPE
- CFS - CUBIC FEET PER SECOND
- CL - CENTERLINE
- CY - CUBIC YARD
- C-C - CENTER-TO-CENTER
- CMP - CORRUGATED METAL PIPE
- DIA - DIAMETER
- EL - ELEVATION
- FL - FLOWLINE
- FT - FEET
- GA - GAUGE
- HDPE - HIGH DENSITY POLYETHYLENE
- I.D. - INSIDE DIAMETER
- I.E. - INVERT ELEVATION
- IN - INCH
- LBS - POUNDS
- LF - LINEAR FEET
- MAX - MAXIMUM
- MIN - MINIMUM
- NAD83 - NORTH AMERICAN DATUM OF 1983
- NAVD 88 - NORTH AMERICAN VERTICAL DATUM OF 1988
- LPSNRD - LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
- O.C. - ON CENTER
- R - RADIUS
- RCP - REINFORCED CONCRETE PIPE
- STA - STATION
- SY - SQUARE YARD
- SWPPP - STORM WATER POLLUTION PREVENTION PLAN
- TYP - TYPICAL
- USGS - UNITED STATES GEOLOGICAL SURVEY
- * - MATCH EXISTING



NEBRASKA 811 (www.nelcall.com) WAS CONTACTED DURING THE PRELIMINARY DESIGN PHASE OF THIS PROJECT. THE LIST OF UTILITIES BELOW WERE LISTED AS HAVING A POSSIBILITY FOR UTILITIES IN THE VICINITY OF THE PROJECT SITES. UTILITIES THAT WERE MARKED WERE SURVEYED BUT ARE SHOWN AS APPROXIMATE LOCATIONS ONLY. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITIES AS NOTED IN GENERAL NOTE #2 ON THIS SHEET.

CITY OF LINCOLN PUBLIC WORKS DEPARTMENT LINCOLN ELECTRIC SYSTEM
 SANTARY ENGINEERING: 402.441.7961 OFFICE: 402-475-4211
 WATER DISTRIBUTION: 402.441.7571

LPSNRD CONTACT
 NAME: BRYCE JENSEN
 LOWER PLATTE SOUTH NRD
 ADDRESS: 3125 PORTIA STREET
 LINCOLN, NE 68521
 PHONE: 402.476.2729
 EMAIL: BRYCE@LPSNRD.ORG

FYRA ENGINEERING CONTACT
 NAME: LINDY ROGERS
 PHONE: 402.934.8475
 EMAIL: LROGERS@FYRAENGINEERING.COM
 ADDRESS: 12702 WESTPORT PARKWAY SUITE 300
 OMAHA, NE 68138

QUANTITIES:

| ITEM NO | ITEM DESCRIPTION | UNIT | TOTAL QUANTITY |
|---------|---|------|----------------|
| 1.01 | MOBILIZATION | LS | 1 |
| 1.02 | TEMPORARY TRAFFIC CONTROL | LS | 1 |
| 1.03 | CONSTRUCT AND REMOVE STABILIZED CONSTRUCTION ENTRANCE | EA | 1 |
| 1.04 | REMOVE AND REPLACE ROAD SIGN | EA | 1 |
| 1.05 | CONSTRUCT AND REMOVE TEMPORARY ACCESS RAMP | CY | 166 |
| 1.06 | GROUT TO FILL VOIDS | CY | 2.2 |
| 1.07 | REHABILITATE 42" CMP CULVERT WITH CIPP | LF | 70 |
| 1.08 | EROSION CONTROL MATTING | SY | 2495 |
| 1.09 | SEEDING | AC | 0.6 |

ENGINEER'S SEAL



REVISIONS

| NO. | DATE |
|-----|------|
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| | |

DESIGNED BY: MCR
 DRAWN BY: MVH
 QA / QC BY: EDM
 PROJECT NO.: 002-19-03
 DATE: 12/02/2020

TITLE
GENERAL NOTES AND QUANTITIES

ENGINEER'S SEAL

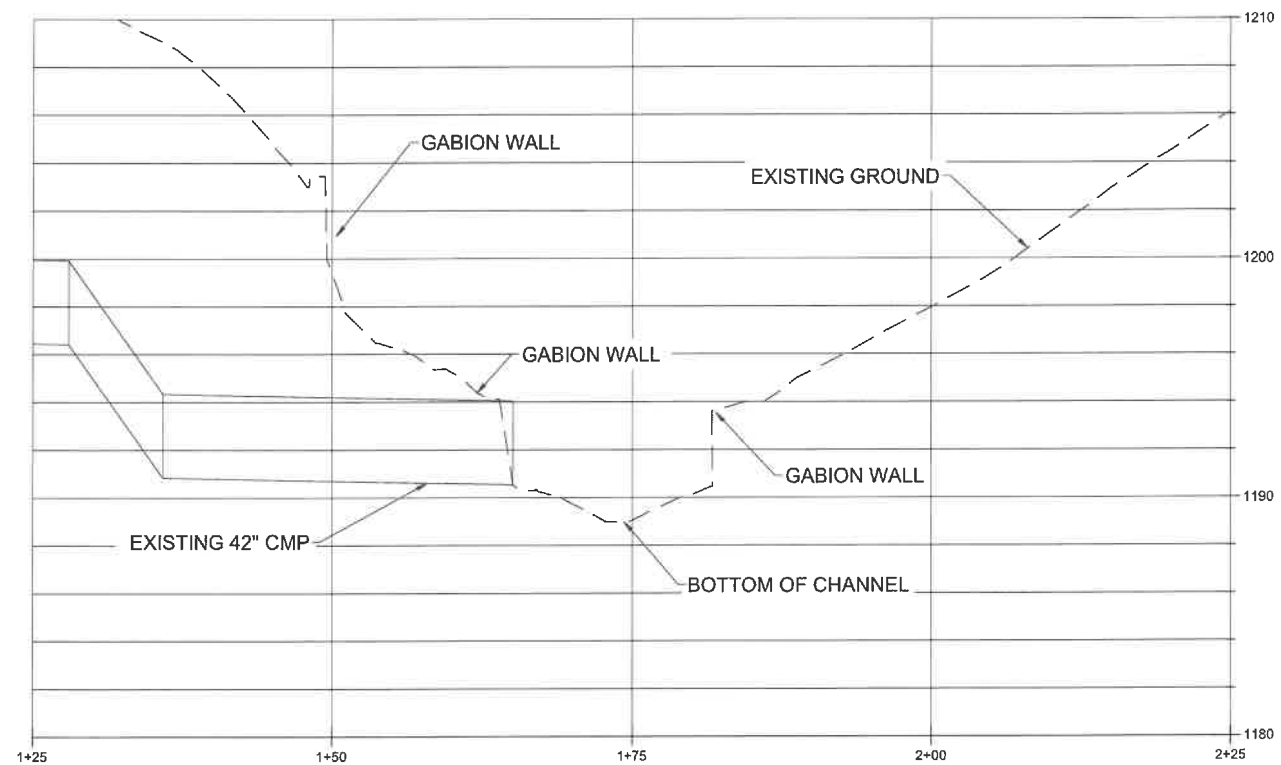


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| NO. | DATE |
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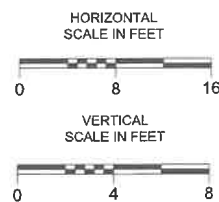
DESIGNED BY: MCR
DRAWN BY: MVH
QA / QC BY: EDM
PROJECT NO.: 002-19-03
DATE: 12/02/2020

TITLE
OUTLET DETAILS

SHEET
D.2



OUTLET PROFILE VIEW 1
D.3



CHANNEL AND BOTH BANKS LOOKING NORTHWEST



OPPOSITE BANK SLOPE



PIPE OUTLET

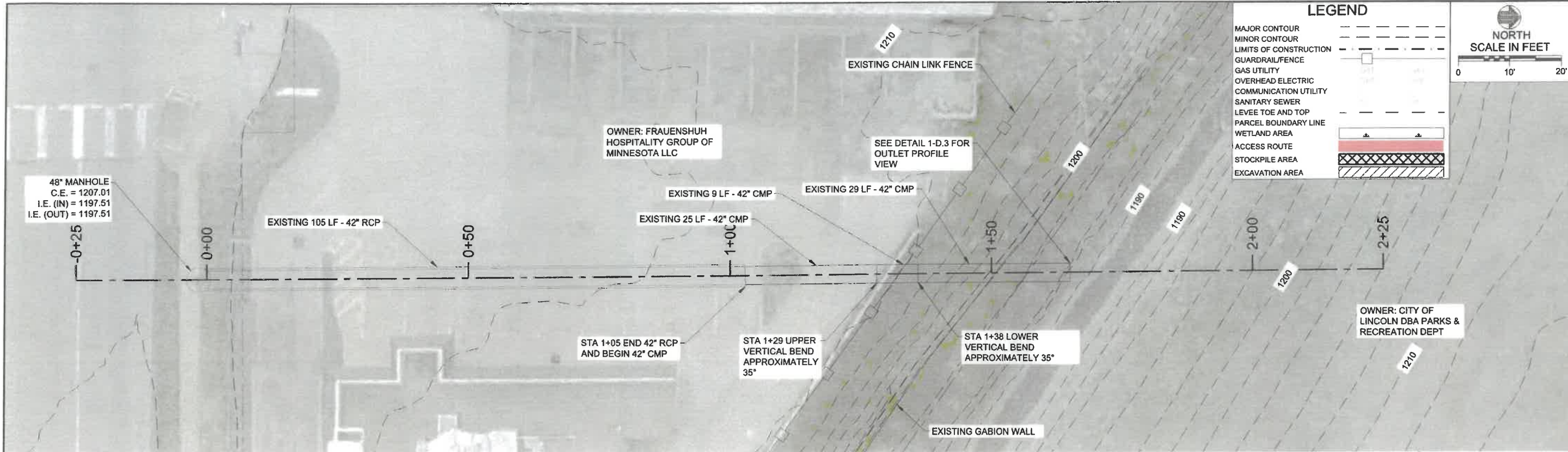


ARTICULATED CONCRETE BLOCK CHANNEL

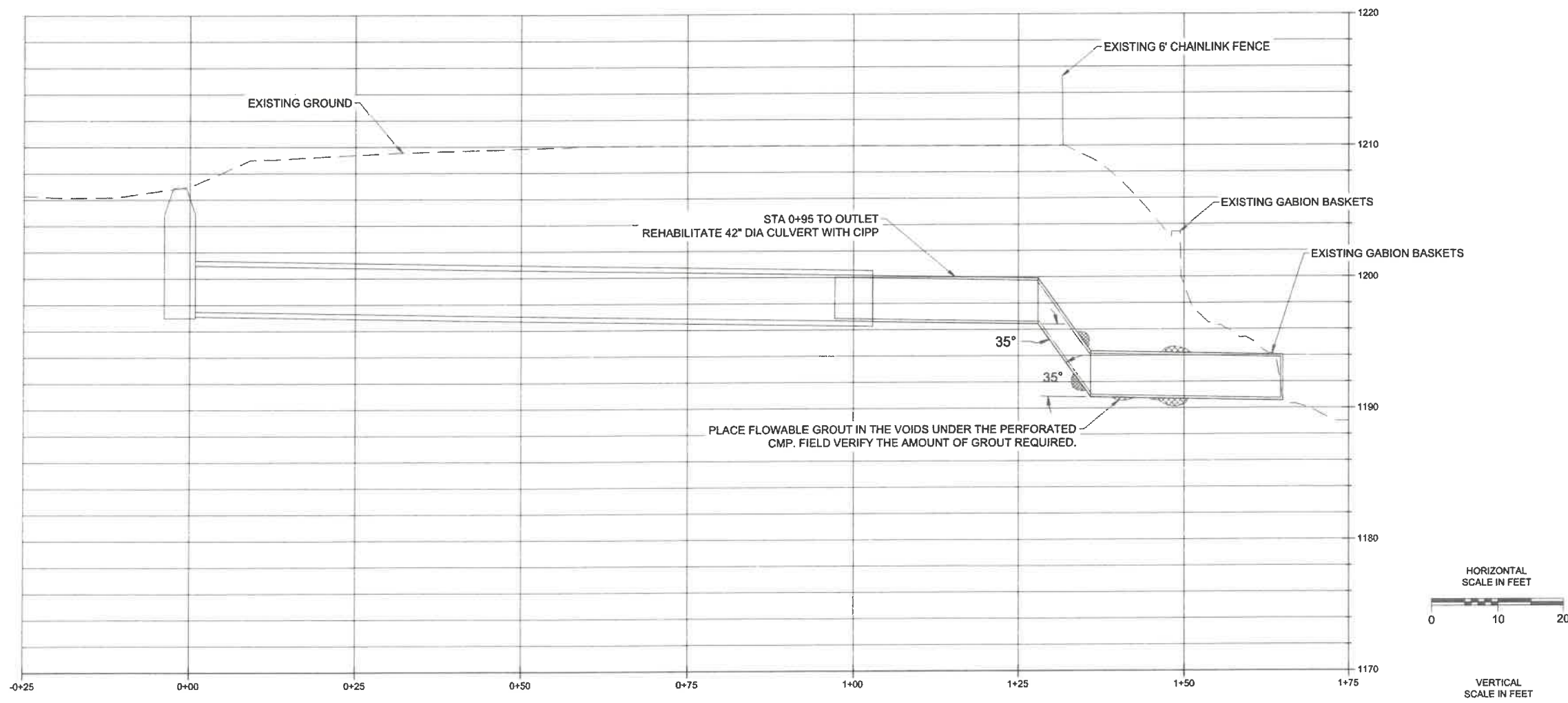


PIPE OUTLET AND GABION WALL

CHANNEL PICTURES 2
NO SCALE D.3



PLAN VIEW



PROFILE VIEW

LEGEND

- MAJOR CONTOUR
- MINOR CONTOUR
- LIMITS OF CONSTRUCTION
- GUARDRAIL/FENCE
- GAS UTILITY
- OVERHEAD ELECTRIC
- COMMUNICATION UTILITY
- SANITARY SEWER
- LEVEE TOE AND TOP
- PARCEL BOUNDARY LINE
- WETLAND AREA
- ACCESS ROUTE
- STOCKPILE AREA
- EXCAVATION AREA

NORTH
SCALE IN FEET
0 10' 20'

ENGINEER'S SEAL



REVISIONS

| NO. | DATE |
|-----|------|
| | |
| | |
| | |
| | |

DESIGNED BY: MCR
 DRAWN BY: MVH
 QA / QC BY: EDM
 PROJECT NO.: 002-19-03
 DATE: 12/02/2020

TITLE
PLAN AND PROFILE



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of March 9, 2021 ("Effective Date") between Lower Platte South Natural Resources District ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

2021 Biennial Salt Creek Levee SWIF Update ("Project").

JEO Project Number: 210354.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The hourly not-to-exceed fee for the Project is: \$28,520
- C. 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.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

Lower Platte South NRD

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

Engineer:

JEO Consulting Group, Inc.

By: Ross Lawrence 

Title: Project Manager

Date Signed: 03-09-2021

Address for giving notices:

JEO Consulting Group, Inc.
1937 N Chestnut Street
Wahoo, NE 68066

Scope of Services
2021 Biennial Salt Creek Levee SWIF Update
JEO Project No. 210354.00

Project Background:

The Lower Platte South Natural Resources District (LPSNRD) is the local sponsor of the Salt Creek Flood Risk Reduction Project (FRRP) in Lincoln, NE, originally constructed by the U.S. Army Corps of Engineers (USACE). The USACE performs annual inspections and provides findings to the levee sponsor. It is the levee sponsor's responsibility to resolve any operation and maintenance deficiencies identified during the inspections. Critical deficiencies and their rectification are coordinated more closely with the USACE. Certain inspection items determine the levee sponsor's continued eligibility in the Public Law (P.L.) 84-99 Rehabilitation Program. These inspection items are identified in the "Interim Policy for Determining Eligibility Status of Flood Risk Management Projects for the Rehabilitation Program Pursuant to P.L. 84-99". Rectification of multiple deficiencies while maintaining conditional eligibility in the P.L. 84-99 Rehabilitation Program can be coordinated with the USACE through a System-Wide Improvement Framework (SWIF) Plan. The LPSNRD developed and submitted a SWIF Plan in December 2016, which was subsequently accepted by the USACE with an anniversary date of 31 May. The LPSNRD is actively executing the SWIF plan and rectifying deficiencies.

Implementation of the SWIF Plan includes requirements for annual progress coordination with the USACE Omaha District. The LPSNRD is required to submit annual progress reports to the Omaha District Commander that demonstrates system-wide improvement accomplishments. Every two years, the LPSNRD is required to submit a request for an additional two years of eligibility in the P.L. 84-99 Rehabilitation Program, in addition to the annual progress report.

The following summarizes the previous effort and submittals to the USACE.

- 31 May 2017 – SWIF Implementation
- May 2018 – Annual Progress Report
- May 2019 – SWIF Biennial Update (including progress report)
- May 2020 – Annual Progress Report
- **31 May 2021 – SWIF Biennial Update Due to USACE (current effort)**

The current effort includes updating the SWIF plan where necessary and should include a SWIF plan summary of changed conditions, update on current progress, changes in schedule, changes to critical USACE inspection items, changes in funding, permitting process and interim risk reduction measures.

Scope of Work:

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

1 – Biennial SWIF Plan Update

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

1.1 – SWIF Team Meetings and Project Management

- Facilitate up to three (3) coordination meetings with the NRD staff and up to one (1) coordination meeting with the NRD staff and USACE. Agendas for LPSNRD progress meetings will include project status, review of project budget and schedule. Meeting summaries will be prepared after each progress meeting and distributed to attendees.
- Perform routine project management tasks and submit progress reports.
- Coordinate and integrate various technical disciplines to facilitate efficient completion of project deliverables.
- Disseminate and request necessary information with Project Team members.

1.2 – Update SWIF Plan

- Review the most recent available USACE Continuing Eligibility Inspection and reconcile current inspection items with the SWIF Plan.
- Update list of critical U-rated eligibility items.
- For new U-rated items: Develop projects/activities, descriptions, risk ratings, interagency collaboration needs, milestones and associated status/projected dates, estimated costs, and provide any appropriate status comments. This information will be catalogued in Appendix A.
- For previous/existing U-rated items: Provide general project updates and any appropriate status comments. This information will be catalogued in Appendix A.
- Work with the NRD to identify critical path issues (e.g., projected annual project/activity funding levels, permitting, interagency collaboration, etc.) and update the milestones/schedules accordingly.
- Update SWIF Plan schedule Gantt chart and combine efforts where appropriate.
- Update project/activity location maps.
- Update SWIF Plan document front end text as necessary.
- Develop a brief summary/table of changes (page and paragraph), and explanation of changes if necessary, for the NRD as well as USACE coordination.
- Develop a summary progress report to be included in letter format which will accompany the submittal.

Meetings:

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

Task Deliverables:

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

Key Understandings/Assumptions:

- Meetings will be attended at a minimum by the Project Manager and lead Project Engineer. Additional team members may attend as necessary. Local coordination meetings will be hosted in Lincoln and/or virtually and USACE meetings will be hosted virtually. The number of meetings

Exhibit A

have been estimated to achieve the overall project goal; as more details of the project are coordinated during execution any additional needs will be coordinated with the Owner.

- Updates will be related to content only; SWIF Plan format will not change.
- The prior SWIF planning phase included accompanying technical assessments that supported the technical and cost rectification components of each deficiency. The current scope does not include technical assessments or preliminary engineering for new U-rated items or items in the current SWIF Plan that have appreciably changed. Findings from the prior technical assessments will be extrapolated, as necessary, along with engineering judgment to develop conceptual improvements and costs for use in the SWIF update. If additional engineering services are needed to support project planning, they will be coordinated with the LSPNRD with an amendment developed, if necessary.

Project Fee:

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

1 – Biennial SWIF Plan Update

| | |
|---|-----------------------------|
| 1.1 – SWIF Team Meetings and Project Management..... | \$5,580 |
| 1.2 – Update SWIF Plan..... | \$22,940 |
| | <u>Project Total</u> |
| | <u>\$28,520</u> |

*The Project Fee schedule is an estimate of the fee distribution between tasks. JEO reserves the right to invoice in excess of the individual task amount, provided the total fee does not exceed the project total.

Project Schedule:

The proposed project is expected to take approximately two (2) months. Project milestones will be provided at regular progress meetings. Final SWIF Plan must be submitted to USACE on or before May 31, 2021.

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 insurance coverage for Project No. 201376.00 as described in the 'CERTIFICATE OF LIABILITY INSURANCE for JEO Consulting Group, Inc. as INSURED, INSPRO Insurance as PRODUCER, and Lower Platte South Natural Resources District as CERTIFICATE HOLDER (the "Certificate"). The Certificate is attached hereto and incorporated herein by this reference.

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.