




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: November 15, 2019
To: Board of Directors
From: Jared Nelson, District Engineer 
Subject: Urban Subcommittee Meeting Minutes – November 2019

The Urban Subcommittee met at 5:30pm on Wednesday, November 13, 2019 in the District office to review, discuss and take action on several items. Subcommittee members present included Mike DeKalb, Robert Andersen, Deborah Eagan, Luke Peterson, Milt Schmidt, and Ray Stevens. Members absent included Tom Green, and Anthony Schutz. Others present included Paul Zillig, Al Langdale, Mike Murren, Jared Nelson, and Tracy Zayac; and Travis Figard with Olsson. Director DeKalb called the meeting to order at 5:30, gave a brief welcome, and reviewed the agenda. The following contains a summary of the meeting and related background information:

(a.) Consideration of Professional Services Agreement for Design of the Beal Slough Channel Design Project from 70th to Pine Lake Road. – The Beal Slough Channel Design Project, from 70th Street to Pine Lake Road, is a stream stabilization project located along Gapp Park in Lincoln. It will implement recommendations previously made in a stream assessment previously completed in June 2019 by Intuition & Logic, and aligns with recommendations in the Beal Slough Master Plan. This project is to design grade controls and associated bank stabilization structures along Beal Slough, to reduce incision and stabilize the channel on the reach of Beal Slough from 70th Street to Pine Lake Rd. It is the intent to proceed with design of this project now, in coordination with other trails being designed in this park, to realize efficiencies, and to construct before or with the trail projects. Beal Slough in this section is facing sizable incision, and one location in particular contains a headcut which is about three to four feet alone. Stabilizing the stream will help preserve this area and reduce erosion as well as protect adjacent land owners and benefit future trails and park users. Final plan preparation, specifications, and bidding services will be completed with this project. Other tasks include: survey, geotechnical services, easement documents, and 404 permitting. The timeline for this project estimates construction beginning fall of 2020. See attached information.

Staff discussed the work and that the District is responsible for Beal Slough in the City of Lincoln, and costs will be reimbursed 50% from the City. Green asked about utility coordination for the project and soils in the area. Murren described known existing and proposed sanitary sewer utilities and that the project will coordinate with the City to coordinate work. Nelson described the design will look at soils to ensure a successful project to limit erosion.

It was moved by Stevens, seconded by Peterson, and unanimously approved by the Subcommittee to recommend approving the Professional Services Agreement with Intuition & Logic, for the Beal Slough Channel Design Project from 70th to Pine Lake Road, in an amount not to exceed \$98,735.

(b.) Consideration of Professional Services for the Deadmans's Run Streambank Repair Project near 70th and O Street. – District staff noticed bank sluffing along the south side of Deadman's Run northeast of 70th & O Street on October 16th, 2019. In this location, there are two rows of gabion baskets, and the sluff occurred at the upper section where the bank and gabion row has failed at a location immediately adjacent to an active construction site. The cause of the failure is unknown at this time. Saturated soils and/or nearby construction activity may have potentially been a factor. This project seeks to hire Olsson to complete a geotechnical investigation, including soil borings, and to perform engineering analysis and provide conclusions and recommendations regarding the failure and repair design. The scope includes design, permitting, plan preparation, specifications, and bidding services. See attached Fact sheet, picture and the scope of work.

Staff reviewed the location and timeline of the failure as it relates to the construction of Tommy's Car Wash, and reviewed information gathered on the topic. See attached fact sheet. Dekalb asked if the construction activities caused the failure. Staff and Travis Figard with Olsson described that it is not known at this time, but potential causes which may have contributed include: saturated soils; dewatering the site via hose at the top of bank instead of discharging into the channel; blocking drainage through the existing storm drain outfalls; and recent private fiber optic hydraulic boring work which occurred near the failure. Figard described their proposed contract for this work includes the necessary steps to take in order to understand the cause of failure and repair.

It was moved by Andersen, seconded by Stevens, and unanimously approved by the Subcommittee to recommend approving the Letter Agreement for Professional Services with Olsson, for the Deadmans Run Bank Repair Project near 70th & O St, in an amount not to exceed \$49,500.

Salt Creek Levee projects and efforts. – The following describes a few project and efforts related to the Salt Creek Levee, as it relates to the March Flood Event, and the USACE PL 84-99 Levee Repairs, considered an emergency by USACE.

(c.) Consideration of Access Agreements for the US Army Corps of Engineer's Salt Creek Levee PL 84-99 Repair Project. – District staff continue to work on obtaining access agreements and easements for the PL 84-99 Levee Repair Project and have been in discussions with several landowners and the City. The USACE provided maps just this week of the repair areas showing access routes and staging areas needed for the project, and this will be presented at the Subcommittee meeting. The USACE is classifying the repair project as an emergency, and are being worked on concurrently with other levee repairs in Nebraska.

Langdale and Zillig presented an overview of the fourteen repair locations, and temporary easements needed to give the contractor suitable access and staging for the sites. A larger area is also needed as a material stockpile location, which the District must deliver soil material to, as a requirement by USACE for the \$12 Million project (100% USACE cost). The soil material and easements are required by USACE before construction may begin. The USACE is moving very quickly, with construction beginning as soon as January 22nd, so staff has been working diligently on these efforts and has already received agreements from several landowners for temporary construction easements (see attached). The Subcommittee and staff discussed potential costs and location alternatives. To be prudent, and to not cause delay for the emergency repairs, it was discussed giving the General Manager authority to negotiate and approve necessary temporary construction easements for the USACE repair project.

It was moved by Stevens, seconded by Schmidt, and unanimously approved by the Subcommittee to recommend the Board of Directors authorize the General Manager to negotiate and approve the

necessary temporary construction easements for the US Army Corps of Engineer's PL 84-99 repairs to the Salt Creek Levees in Lincoln, pending legal counsel review.

(d.) Consideration of a Professional Services Agreement for Geotechnical Investigations of Borrow Sites for the USACE Salt Creek Levee PL 84-99 Repair Project. – As the local Sponsor of the Salt Creek Levee, the District is responsible for supplying cohesive clay material for the USACE PL 84-99 Repair project. The USACE has identified approximately 29,000 CY of clay needed for the project. District staff are considering several locations for borrow and have sought services of Terracon to conduct soil borings in order to determine if the clay will meet USACE specifications, and to estimate the volume of material available. Two potential sites are at the Lincoln Saline Wetlands Nature Center, and the Landmark land (northeast of 33rd and Superior), both owned by the District.

Nelson and Langdale described the very high potential cost of purchasing good cohesive clay material for the USACE repair project, possibly three to four hundred thousand dollars. Staff has identified these potential sites to test soil for suitability, and quantity, in order to potentially lower the overall cost to the District for material. The subcommittee and staff discussed the landmark site being more practical due to wetland permitting and proximity to the levees.

It was moved by Andersen, seconded by Stevens, and unanimously approved by the Subcommittee to recommend approving the Professional Services Agreement with Terracon Consultants, for the Salt Creek Levee Borrow Site Project, in an amount not to exceed \$26,540, pending legal counsel review.

(e.) Consideration of an Amendment for additional Professional Services for Salt Creek Levee Repair Project South of Van Dorn. – The District continues efforts to repair damaged levee sections near Salt Creek Levee near Van Dorn and Park Ave, at Levee Stations 82+50 and 76+00-77+50. Recently, the USACE notified the District they will repair the location at 82+50, however the District is proceeding with repair at the other location and has asked Benesch to provide a scope for additional services to complete 404 permitting for this remaining portion of the project. See attachments.

Nelson described the existing project that the District began work on in March for two locations, but USACE is now repairing one of them (near STA 82+50). This contract is to keep proceeding with work at the other location (near STA 76+00). Schmidt asked about timing of construction of our project and the Corps, and it was discussed it may be best for USACE to do their work first, and then follow up with ours.

It was moved by Stevens, seconded by Eagan, and unanimously approved by the Subcommittee to recommend approving the Amendment #1 to the Professional Services Agreement with Benesch, for additional environmental services for the Salt Creek Levee Erosion Repair Project near Van Dorn St Bridge, in an amount not to exceed \$7,750.

(f.) LPSNRD Rainscaping Program Update. – Tracy Zayac, staff, is continuing efforts to revamp the District's Urban Water Quality Program (UWQP) into a Rainscaping Program similar to the City of Lincoln's Program, for which we currently provide matching funds. Historically, the UWQP has had few participants, in part because the application process was viewed as cumbersome. The new program will be available throughout the District, outside the City of Lincoln, emphasize bioetention projects (i.e., rain gardens and bioswales), and feature a more streamlined application process with a defined cost-share limit. See attached background information.

Zayac gave an update of this program which is being developed and asked the Subcommittee for feedback as she continues these efforts. Stevens inquired about the 'cumbersome' UWQP program, and the subcommittee discussed differences and potential benefits of this new program being developed. Zayac described how in the future, she will be presenting a final program proposal for consideration.

(g.) Reports

The final agenda topic included the following updates to the subcommittee:

(1.) Deadmans Run - 205 Flood Reduction Project. – Jared Nelson and Paul Zillig gave updates regarding the Deadmans Run 205 Flood Reduction Project. The University of Nebraska is proceeding with its physical scale model of the Flume, and recently has worked with USACE to change the scale to be slightly smaller. The USACE hired SOLV, an engineering firm to begin work on the project and they have been surveying along Deadmans Run and will begin work on the hydraulic model and then design of phase 1. The District is hoping to hear in mid-December regarding the results of the Water Sustainability Fund application if we may be selected. Zillig reported that the UNL Agreement for 38th St Bridge and other items is in its final stages and it may be finalized as early as December.

(2.) South Salt Creek Watershed Master Plan Project #4 at Old Cheney Rd. – Murren reported that this project is to have its bid opening on November 15th, and is jointly tied to a water main project and sanitary sewer project in conjunction with City of Lincoln, and also includes aspects with the County.

(3.) Antelope Park Pipe Replacement Project near Randolph & Capital Parkway. – Murren and Nelson reported that Pat Thomas Construction did not attend the Pre-Construction meeting for this project, held last week. A record of this will be placed in the file.

There being no further business the meeting adjourned at 6:45 pm.



**STANDARD FORM OF AGREEMENT
BETWEEN INTUITION & LOGIC ENGINEERING, INC. AND
THE LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
FOR PROFESSIONAL SERVICES**

Project Name: Beal Slough Channel Design – 70th to Pine Lake Road

THIS AGREEMENT is entered into between THE LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT located at 3125 Portia Street, Lincoln, NE 68501-3581, its successors and assigns, hereinafter called LPSNRD and INTUITION & LOGIC ENGINEERING, INC., a Missouri Corporation doing business as INTUITION & LOGIC, its successors and assigns, hereinafter called I&L.

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Nebraska.

ARTICLE 3 - SCOPE OF SERVICES

I&L shall provide the Services described in Attachment A, Scope of Services. I&L shall be the general administrator and coordinator of I&L's services and shall facilitate the exchange of information among the other independent sub consultants (if any) engaged by I&L as necessary for the coordination of their services.

ARTICLE 4 - SCHEDULE

I&L shall provide the Services pursuant to the Schedule set forth in Attachment B, Schedule.

ARTICLE 5 - COMPENSATION

LPSNRD shall pay I&L in accordance with Attachment C, Compensation. I&L shall submit periodic invoices to LPSNRD for services provided. At a minimum, all invoices shall include a unique invoice number; an itemized statement of the work performed; the invoice amount, the amount previously billed, the total amount billed to date and the total amount paid to date.

All Invoices are due within thirty (30) days of receipt of invoice. If LPSNRD objects to any statement submitted by I&L, LPSNRD shall so advise I&L in writing giving reasons therefor within fourteen days (14) of receipt of invoice. If no such objection is made, the invoice will be considered acceptable to LPSNRD. LPSNRD shall pay when due that portion of the invoice, if any, not in dispute.

I&L reserves the right to stop work in the event that payment is not received as stipulated herein. Project schedules, time to perform and deliverable dates shall be postponed by the number of stop work days.

ARTICLE 6 - STANDARD OF CARE

Services performed by I&L under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document or otherwise.

ARTICLE 7 - INDEMNIFICATION

LPSNRD and I&L shall mutually indemnify and hold each other harmless from and against all judgments, losses, damages, and expenses (including attorney fees and defense costs) to the extent such judgments, losses, damages, or expenses are caused by any negligent act, error, or omission of LPSNRD or I&L or any person or organization for whom LPSNRD or I&L is legally liable.

Without limiting the generality of the foregoing, this indemnification obligation shall extend to and include any actions brought by, or in the name of, any employee of LPSNRD or I&L or others for whom the LPSNRD or I&L is legally liable.

LPSNRD and I&L further agree to mutually defend, indemnify and hold each other harmless from any third party claims for liability for injury or loss sustained or alleged by any person or entity, whether a party to this Agreement or not, and

allegedly arising out of LPSNRD or I&L's performance of services under this Agreement.

The terms and conditions of this Article shall survive completion of all Services, obligations, and duties provided for in this Agreement, or the termination of this Agreement for any reason.

ARTICLE 8 - INSURANCE

During the performance of the Services under this Agreement, I&L shall maintain the following insurance with carriers having a Best's rating of at least B+ and authorized to do business in the state of Nebraska:

- (a) General Liability Insurance on a coverage form equal to ISO CG 00 01, on an occurrence basis, with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- (b) Automobile Liability Insurance to include coverage for all hired, owned and non-owned vehicles, with a combined single limit of not less than \$1,000,000.
- (c) Workers' Compensation Insurance, in accordance with the laws of Nebraska, and Employers' Liability Insurance with limits according to such statutory requirements, or \$500,000 for each accident, whichever is greater. Where Services fall within the authority of the United States Longshoreman's and Harbor Workers Compensation Act, or the Jones Act, I&L's insurance shall include such Acts.
- (d) Professional Liability Insurance with limits of not less than \$2,000,000 per claim and annual aggregate.

I&L shall furnish LPSNRD certificates of insurance which evidence the requirements. I&L shall add the LPSNRD as a name insured to policies required by (a) and (b) and shall waive subrogation on such policies.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of the Services, I&L shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards. I&L shall procure the permits, certificates, and licenses necessary to allow I&L to perform the Services. I&L shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to I&L in Attachment A, Scope of Services.

ARTICLE 10 - LPSNRD'S RESPONSIBILITIES

LPSNRD shall perform the following in a timely manner so as not to delay the Services of I&L:

- (a) Provide criteria and information pertinent to I&L's Services as to LPSNRD's requirements for the Project, including design objectives and constraints, space, capacity, and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which LPSNRD will require to be included in the drawings and specifications to be furnished by I&L under this Agreement, if any.
- (b) Make available to I&L drawings, specifications, schedules, and other information, interpretations, and data which are prepared by LPSNRD, or by others, which are reasonably available to LPSNRD, and which LPSNRD and I&L consider pertinent to I&L's responsibilities hereunder.
- (c) Arrange for access to and to make provisions for I&L to enter upon public and private property as required for I&L to perform the Services.
- (d) Give prompt notice to I&L whenever LPSNRD observes or otherwise becomes aware of any development that affects the scope or timing of I&L's Services.

Unless otherwise provided in the Agreement, the information and services to be provided by LPSNRD under this Article will be without cost to I&L.

ARTICLE 11 – NOT USED

ARTICLE 12 - TERMINATION AND SUSPENSION

LPSNRD may terminate or suspend performance of all or any part of this Agreement for LPSNRDs convenience upon written notice to I&L. Upon receipt of notice, I&L shall terminate or suspend performance of the Services on a schedule acceptable to LPSNRD. LPSNRD shall pay I&L for Services performed in accordance with this Agreement up to the effective date of termination or suspension.

I&L may terminate this Agreement upon written notice in the event of substantial failure by LPSNRD to perform in accordance with this Agreement; provided, however, LPSNRD shall have 14 calendar days from receipt of the termination notice to cure or to submit a plan for cure reasonably acceptable to I&L. In the event of termination, LPSNRD will pay I&L for Services performed in accordance with this Agreement to the date of termination.

Throughout the term of this Agreement, I&L shall maintain, in legible and organized form, all information, work papers, and design calculations relating to the Services. Upon termination of this Agreement for any reason, I&L will provide same to LPSNRD, along with all documents or other instruments of service, whether completed or in progress, that have been prepared or furnished by I&L in the performance of the Services hereunder.

ARTICLE 13 - PROPRIETARY INFORMATION

I&L shall treat as proprietary all information provided by LPSNRD and all drawings, reports, studies, design calculations, specifications, and other documents or information, in any form or media, resulting from the I&L's performance of the Services. I&L shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of LPSNRD.

The preceding restriction shall not apply to information which is in the public domain, was previously known to I&L, was acquired by I&L from others who have no confidential relationship to I&L with respect to same, or which, through no fault of I&L, comes into the public domain. I&L shall not be restricted from releasing information, including proprietary information, in response to a subpoena, court order, or other legal process. I&L shall not be required to resist such subpoena, court order, or legal process, but shall promptly notify LPSNRD in writing of the demand for information before I&L responds to such demand.

ARTICLE 14 - NOTICES

Any notices required by this Agreement shall be made in writing to the address specified below:

I&L: Mark Meyer
Intuition & Logic
16253 Swingley Ridge Road
Suite 100
St. Louis, MO 63017
(636) 777-3000
mark@ilincworld.com

LPSNRD: Mike Murren
3125 Portia Street
Lincoln, NE 68501-3581
(402) 476-2729
dpotter@lpsnrd.org

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of LPSNRD and I&L.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither LPSNRD nor I&L shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either LPSNRD or I&L under this Agreement.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party, describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 16 - DISPUTES

In the event of a dispute between I&L and LPSNRD arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 17 - EQUAL EMPLOYMENT OPPORTUNITY

I&L affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is I&L's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

ARTICLE 18 - WAIVER

A waiver by either LPSNRD or I&L of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 19 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. I&L and LPSNRD further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 20 - INTEGRATION

This Agreement, including Attachments A, B, and C incorporated by this reference, represents the entire and integrated Agreement between I&L and LPSNRD. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be amended only by a written instrument signed by both I&L and LPSNRD.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

I&L and LPSNRD each binds itself and its successors, executors, administrators, permitted assigns, legal representatives, and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party, in respect to all provisions of this Agreement.

ARTICLE 22 - ASSIGNMENTS

Neither I&L nor LPSNRD shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent, no assignment will release or discharge the assignor from any obligation under this Agreement.

ARTICLE 23 - THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of, and nothing in this Agreement shall be construed to give any rights or benefits to, anyone other than I&L and LPSNRD.

ARTICLE 24 – FORCE MAJEURE

Neither LPSNRD nor I&L shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

ARTICLE 25 – USE OF ELECTRONIC MEDIA

Copies of Documents that may be relied upon by LPSNRD are limited to the printed copies (also known as hard copies) that are signed or sealed by I&L. Files in electronic media format or text, data, graphic or other types that are furnished by I&L to LPSNRD are only for convenience of LPSNRD. Any conclusion of information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, I&L makes no representation 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 in use by I&L at the beginning of this assignment.

ARTICLE 26 – HAZARDOUS ENVIRONMENTAL CONDITIONS

It is acknowledged by LPSNRD and I&L that I&L's scope of service does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste or radioactive materials. LPSNRD acknowledges that I&L is performing professional services for LPSNRD and I&L is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

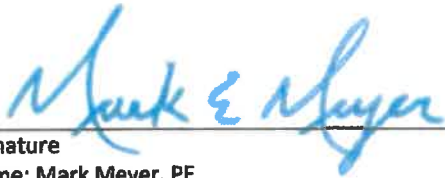
ARTICLE 27 – CONSTRUCTION PHASE SERVICES

If this AGREEMENT provides for any construction phase services by I&L, it is understood that the Contractor, not I&L, is responsible for the construction of the project, and that I&L is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

IN WITNESS WHEREOF, I&L and I&L have executed this Agreement. The individuals signing this Agreement represent and warrant that they have the power and authority to enter into this Agreement and bind the parties for whom they sign.

Intuition & Logic (I&L)

LOWER PLATTE SOUTH NATURAL RESOURCES
DISTRICT (LPSNRD)



Signature
Name: Mark Meyer, PE
Title: President

11/8/2019
Date

43 1873553
Fed. Tax I.D. No.

Signature
Name: Paul Zillig
Title: General Manager

Date

47 05842969
Fed. Tax I.D. No.

Attachment A Scope of Services

The following Scope of Services may only be adjusted by written Change Order. Change Orders shall be signed by LPSNRD and I&L prior to authorization to proceed with any work covered thereby. The purpose of the following scope of services is to design grade controls and associated bank stabilization to reduce incision on the reach of Beal Slough from 70th Street to Pine Lake Road and prepare final design plans, specifications and CD's for use in bidding and construction.

1.0 Surveying

Boundary and Topographic surveying sufficient to produce final plans and easement documents.

1.1 Topographic Survey

The limits of topographic survey are illustrated in the Survey Limits Exhibit on the following page. Provide normal and customary topographic surveying sufficient to produce 1' contours. Topographic surveying areas will be identified based on the location of grade controls and other design components as needed to develop final design documents. Final limits will be determined during design.

1.2 Channel Profile Survey

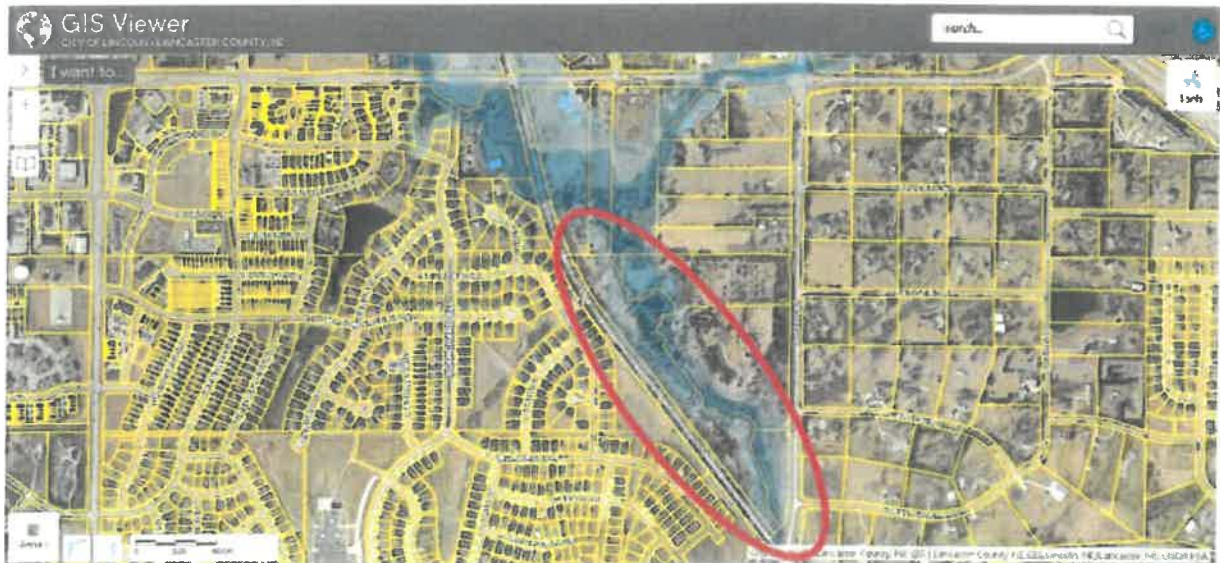
Provide profile survey of the channel thalweg that is within the topographic survey areas illustrated on the Survey Limits Exhibit. The profile survey shall be plotted on a 20 horizontal to 5 vertical scale and the thalweg centerline shall be illustrated on the plan. The profile survey will be used for overall channel stability analysis.

1.3 Horizontal and Vertical Control

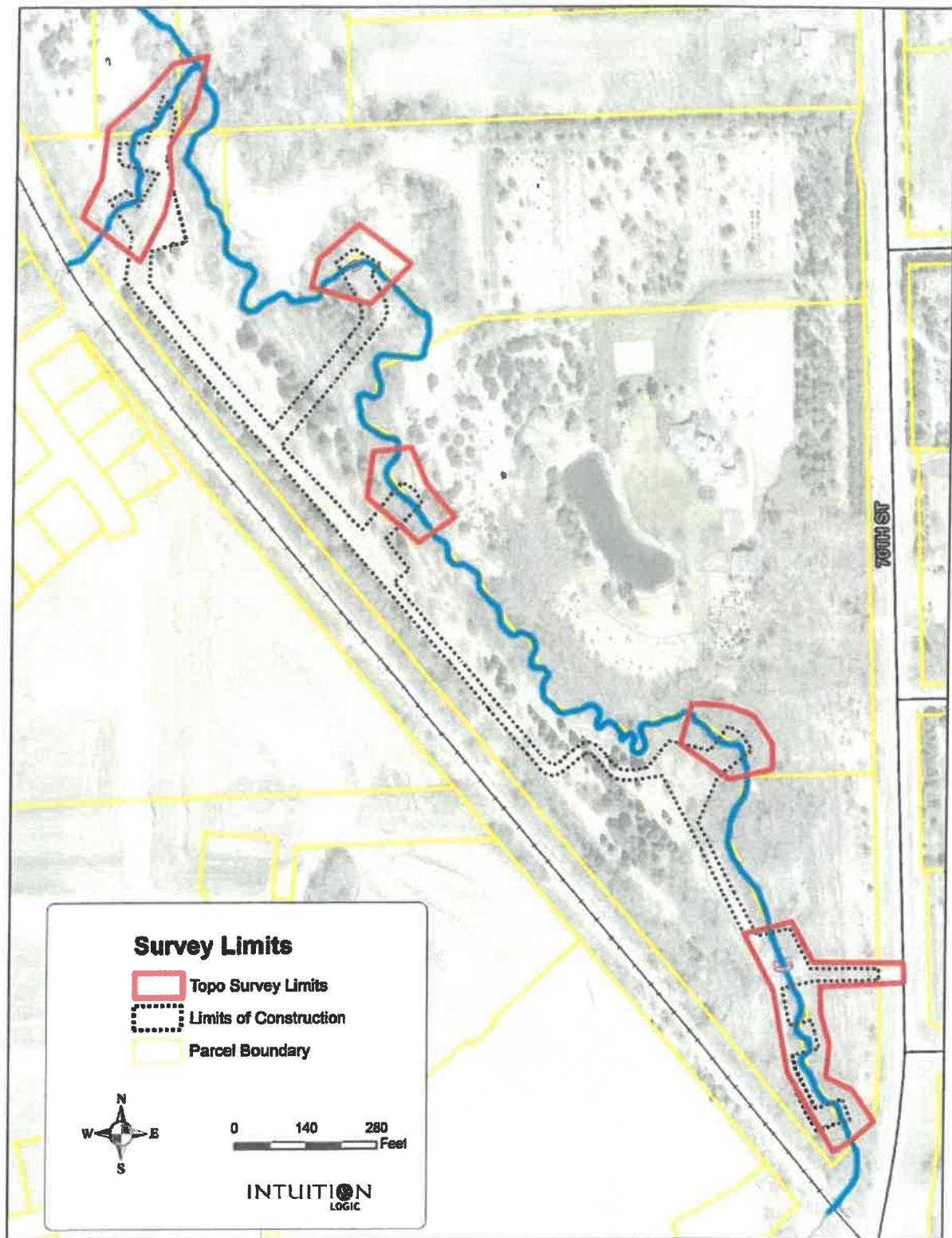
Establish survey control using existing available reference control monuments and place site control points and benchmarks with reference ties for use during construction.

1.4 Boundary Data

Provide boundary data based on LPSNRD and County records. Locate enough property corners to closely approximate boundary lines on the survey. Include parcel information and meets and bounds data.



Project Location Map



2.0 Geotechnical Services

Geotechnical services are necessary for steep channel slopes, high banks, retaining walls and other situations where soil stability may affect design.

2.1 Geotechnical Exploration

The Geotechnical engineer will obtain soil samples in the field. The final number and location of geotechnical borings will be determined on site by the geotechnical engineer. Care will be taken to minimize damage to property during the geotechnical exploration. Any damage will be restored to the pre-exploration condition by the geotechnical engineer. Boring holes will be backfilled with cutting, clay, plugs and/or other material as determined by the geotechnical engineer. Boring locations will be illustrated in the geotechnical report.

2.2 Laboratory Testing and Report

The soil samples will be laboratory tested for the appropriate soil parameters to support the final design. Laboratory Test results and implications will be summarized in the geotechnical report.

2.3 Slope Stability Analysis and Report

The geotechnical engineer will run global stability calculations for proposed improvements as needed to support the final design and summarize the results and geotechnical engineer's recommendations in the geotechnical report.

2.4 Foundation Analysis and Report

The geotechnical engineer will evaluate the soils for retaining wall and foundation suitability, as appropriate for the design, and make design recommendations for proposed improvements as needed to support the final design. The results and geotechnical engineer's recommendations will be summarized in the geotechnical report.

3.0 Preliminary Design, Plans and Cost Opinion

3.1 Hydrologic and Hydraulic Data

I&L will use existing HEC-RAS models, FEMA flow data and other available H&H data provided by the Lower Platte South Natural Resources District (LPSNRD) from previous hydrologic models and analyses. I&L will prepare an existing conditions model from the effective FEMA model, survey data and available LPSNRD GIS or other topo data for use in analysis and design.

3.2 Preliminary Design

I&L will evaluate the profile survey and locate and size each design component of the in accordance with accepted design standards (City, County, State, Federal and others). Preliminary design may include, but is not limited to demolition, access, grading, structures, and others as appropriate. HEC-RAS modeling of the proposed conditions will be performed to verify a No-Rise condition is met.

3.3 Utility Coordination

I&L will verify "No Conflict" or develop and approved plan of action if a utility conflict is present. The utility coordination will be based on the preliminary design plans as follows:

3.3.1 Utility Submittal

I&L will submit preliminary plans to the utility companies for their review and identification of utility locations as appropriate. The utility submittals will illustrate the concept plan and known utility locations.

3.3.2 Utility Coordination

I&L will verify the location of utilities and areas of definite or potential utility disturbance, crossing and/or relocation. Once these areas and crossings are identified I&L will begin communications regarding approach and requirements for each utility disturbance, crossing and/or relocations. I&L will follow up with each utility until I&L has either determined that there is no conflict or developed a plan to address those utility conflicts identified.

3.3.3 Utility Documentation

I&L will PDF letters, phone notes and correspondence confirming and documenting discussions and the findings of no conflict or approach to conflict.

3.4 Preliminary Plans

Preliminary plans will be produced in AutoCAD to illustrate the design and for use as a base for the preliminary cost opinion. The Preliminary plans will include the following sheets: Cover, Notes and Abbreviations, Overall Location Plan, Access and Easement Information, Plan and Profile Sheets, Cross Sections Sheets, Details, Notes and others as needed.

- 3.5 Preliminary Quantities
Develop preliminary quantities based on the preliminary design.
- 3.6 Preliminary Cost Opinion
Prepare the preliminary opinion of construction costs based on the preliminary quantities and unit cost information. Unit cost data will be estimated using bid tabs for similar project and local available bid tab databases appropriate for these projects.
- 3.7 Quality Control Check
A Senior Design Engineer will review the design plans, calculations and cost opinion to check for practicality and that I&L's design protocols were followed in developing and documenting the design.
- 3.8 Preliminary Plan Submittal
I&L will submit the preliminary plans and cost opinion to the LPSNRD electronically in PDF format. The submittal will include the Preliminary Design Plans formatted to print on 11"x17" sheets, Cost Opinion on 8½"x11" and electronic files as requested by the LPSNRD.
- 3.9 Preliminary Plan Review Meeting
I&L will schedule and attend a meeting with the LPSNRD to review the preliminary design, plans and cost analysis. The preliminary plan review meeting will include a site visit to field proof the design.
- 3.10 Preliminary Plans, Cost Review and Approval
The LPSNRD will review the preliminary plans submittal and provide comments and conditional approval. I&L will incorporate the review comments into the final design plans.
- 4.0 Land Rights Exhibits
I&L will prepare Land Rights Exhibits illustrating and quantifying proposed easement boundaries and areas. The Land Rights Exhibits will be formatted to print on 8½"x11" sheets and will include existing boundary information and proposed easements illustrated on aerial photos. The Land Rights Exhibits will be submitted electronically via email in PDF format.
- 5.0 Easement Documents
I&L will prepare easement documents for LPSNRD approved easements. Easement documents include, but are not limited to Temporary Construction Easements and Permanent Drainage Easements. Easements shall follow the LPSNRD's standard format. Easement Documents shall include a plat illustrating each easement and a script providing meets and bounds description of the easement in addition to the standard LPSNRD language. I&L will submit Easement Documents to the LPSNRD via email in PDF format for the LPSNRD's use in acquiring easements. Easement documents will be formatted for printing on 8½"x11" media.
- 6.0 Permitting
I&L will prepare and submit the necessary required permits for review and approval. The permits anticipated are:
 - 6.1 USACE 404 Nationwide
 - 6.1.1 A wetland delineation study may be needed to support the permit. This work will be performed only if requested by the USACE.
 - 6.1.2 The National Wetland Inventory identified sections of Beal Slough in this area as either Riverine (lower half) or Freshwater Forested/Shrub Wetland (upper half)
 - 6.2 DNR 401
 - 6.3 Land Disturbance (NDEQ If over 1 ac, otherwise City permit)
 - 6.4 Floodplain Development Permit
 - 6.5 FEMA No-Rise Certification
- 7.0 Final Design, Plans, Specifications, Cost Opinion and Construction Documents
 - 7.1 Final Design
I&L will develop final design components including planting and restoration plans, Storm Water Pollution Prevention Plans (SWPPP), and other final design components as needed.
 - 7.2 Final Design Plans
Final plans will be produced in AutoCAD to illustrate the design and for use as a base for the final cost opinion. The Final plans will include the following sheets: Cover, Notes and Abbreviations, Quantities, Overall Location Plan, Access and Easement Information, Benchmark and Reference Ties, Demolition

and Utility Relocation, Plan Profile Sheets, Cross Sections Sheets, Details and Notes, and Planting Plan sheets, others as needed.

7.3 Specifications

7.3.1 Standard Specifications

The Project Standard Construction Specifications will be the LPSNRD's approved specifications and may include portions of City, County, State and Federal design specifications as needed to support standard bid items.

7.3.2 Special Provisions

Special provisions will be prepared for all items not specifically covered in the project standard specifications.

7.4 Construction Documents (CD)

I&L will prepare construction documents using the LPSNRD standard format. Construction Documents will include the following components: Project Description, Invitation to Bidders, Contract Agreement, Bid Tab, General Conditions, Standard Specifications, Special Provisions, Bond Forms (Bid, Payment, and Performance), Project Construction Forms (Notice of Award, Notice to Proceed, Application for Payment, and Change Order)

7.5 Final Quantities

I&L will develop final quantities based on the final design. The final quantities will be in the final bid tab format using the bid tab item descriptions and units.

7.6 Final Cost Opinion

I&L will prepare the final opinion of construction costs based on the bid tab final quantities and unit cost information appropriate for this region.

7.7 Quality Control Check

A Senior Design Engineer will review the design plans, calculations and cost opinion to check for practicality and that I&L's design protocols were followed in developing and documenting the design.

7.8 Final Plan, Specifications and CD Submittal

I&L will submit final plans, specifications, construction documents and cost opinion to the LPSNRD electronically in PDF format. The submittal will include the Design Plans formatted to print on 24"x36" and 11"x17" sheets, Specifications, CDs and Cost Opinion on 8½"x11" and electronic files as requested by the LPSNRD.

7.9 Final Plans, Specs and CDs Review Conference Call

I&L will schedule and host a conference call meeting with the LPSNRD to review the final plans, specifications, construction documents, and cost opinion as follows:

7.9.1 Prepare Meeting Agenda

I&L will prepare a draft meeting agenda and email the draft agenda to the LPSNRD for review and comment. I&L will incorporate comments into final meeting agenda prior to the meeting.

7.9.2 Attend Meeting

I&L will coordinate with the LPSNRD and schedule the meeting based on personnel availability.

7.9.3 Meeting Summary

I&L will prepare meeting summary notes in PDF format and submit them to the LPSNRD via email. I&L will incorporate any comments received from the LPSNRD into the meeting notes.

7.10 Final Plans, Specs and CDs Review and Approval

The LPSNRD will review the Final Plans Submittal documents and provide comments and conditional approval. I&L will incorporate the review comments into the approved documents.

8.0 Approved Documents

Upon approval of the Final Submittal documents, I&L will prepare and submit the approved documents. The submittal will include:

- Final plans, specifications, construction documents and cost opinion submittal to the LPSNRD electronically in PDF format. Design Plans will be formatted to print on both 24"x36" and 11"x17" sheets. Specifications, CD and Cost Opinion will be formatted to print on 8½"x11" sheets.

- **Electronic Bid Documents** – Submit electronic copy of Plans and Construction Documents in PDF format for use in electronic plan rooms and project bidding. Submittal shall be via email, DVD or other media as requested by LPSNRD.
- **Electronic Files** – I&L will prepare one (1) CD or DVD containing all of the approved documents in their original electronic format (MS Word, MS Excel, MS PowerPoint, AutoCAD, HEC-RAS, others) and in PDF format.

9.0 Bidding Services

9.1 Requests for Information

I&L will respond to written requests for information during the bidding process and make the resulting Information available to the other potential bidders via email notifications.

9.2 Addendum

I&L will prepare contract addendum in a timely fashion during the bidding period and make the addendum available to the other potential bidders via email notification.

9.3 Bid Tab Review and Recommendation

I&L will assist the LPSNRD in reviewing the responses to the solicitation and preparing a recommendation as follows:

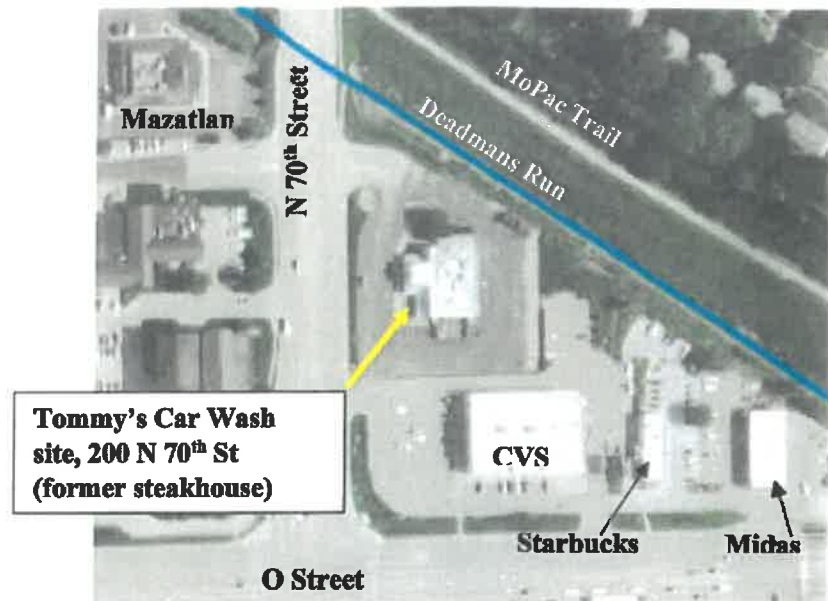
9.3.1 Review Responses

I&L will review the responses and prepare a table in MS Excel summarizing the bid tabs from respondents. Review shall include checking references from respondents to verify each respondent possesses adequate channel construction experience.

9.3.2 Summary and Recommendation Memo

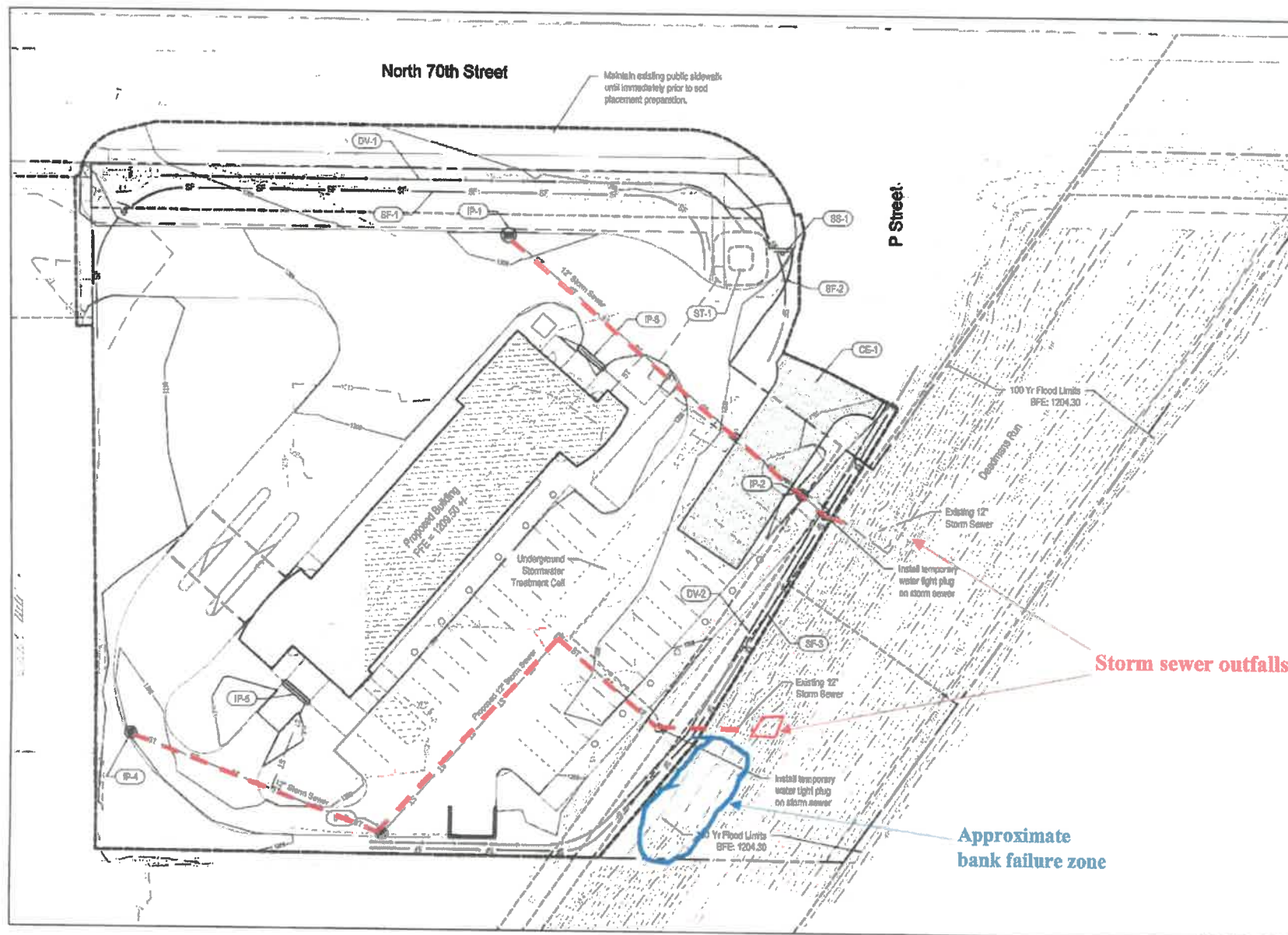
I&L shall prepare a memorandum summarizing the review findings and recommend a respondent to the LPSNRD. The memorandum will be in PDF format and will contain the bid tabs.

Tommy's Car Wash @ Deadmans Run
Fact sheet



- Bank stabilization project completed in 1972
 - Two tiers of gabion baskets installed on both the north and south banks
 - Banks on south side of channel remain relatively steep
- Commercial parcel at 200 N 70th has been occupied by a restaurant and associated parking lot
 - Development on this lot included two storm sewer inlets, which both discharge into DMR
- City of Lincoln approved redevelopment of site as Tommy's Car Wash on February 4, 2019
- Tommy's Car Wash construction stormwater permit—key components
 - Temporary watertight plugs on the two storm sewers that drain to DMR
 - Straw wattles at the storm sewer grate inlets to block flow into the storm sewer
 - Constructing a 2-foot x 1-foot berm along the DMR bank side of the lot
- To dewater the site after the early-October rains, the contractor installed at least one pump
 - Draped the discharge hose over the silt fence along the DMR bank
 - Allowed pumped water to flow across the top of the south bank and then down the bank slope to the creek
 - Did not report dewatering activities as part of their permit reports to NDEE
- NRD staff discovered bank sloughing on south bank of DMR on Wednesday, October 16, 2019
 - Slough dropped about 6 feet down the bank
 - Gabions displaced approximately 3 feet out of position
- Staff suspect that construction-site dewatering activities may have contributed to bank slough

Tommy's Car Wash @ Deadmans Run
Fact sheet







LETTER AGREEMENT FOR PROFESSIONAL SERVICES

October 30, 2019

Lower Platte South NRD
Attn: Bryce Jensen
3125 Portia Street
PO Box 83581
Lincoln, NE 68501-3581

Re: LETTER AGREEMENT FOR PROFESSIONAL SERVICES
Deadman's Run Bank Repair (the "Project")
Deadman's Run Bank Repair Upstream of N. 70th and O Street, Lincoln, Nebraska

Dear Bryce Jensen:

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

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

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

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

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: November 18, 2019
Anticipated Completion Date: December 31, 2020

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services on an hourly cost basis times a factor of 3.085 for services rendered by our principals and employees engaged directly on the Project, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement.

Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

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

Client's designated Project Representative shall be Bryce Jensen.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____
Travis Figard, PE

By _____
Brian Dunnigan, PE

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

LOWER PLATTE SOUTH NRD

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

Scope of Services

General Provisions

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SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated October 30, 2019 between Lower Platte South Natural Resources District (LPSNRD) ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Deadman's Run – N. 70th Street and O Street

Project Description: Deadman's Run Bank Repair – N. 70th and O Street

Project Background:

Deadman's Run is a channel maintained by the Client that extends through Lincoln Nebraska and is a tributary channel for Salt Creek. Near the project site, the Channels slopes are composed of two rows of gabion baskets filled with crushed rock and grass covered embankment. Each of the gabion rows is two baskets tall. It is our understanding that during the months of September and October 2019, a section of Deadman's Run's slope located on the south side near the intersection of 70th Street and O Street slid causing a visible scarp that started at the top of the channel slope and extend to the grass embankment between the two rows of gabion baskets. The scarp is located near recent construction activities and has a utility trench located at the top of the slope.

Upon reviewing soil logs in the area, we estimate that the subsoil profile will likely consist of fill materials underlain by native alluvial clays. Based on our evaluation of the expected conditions, the proposed boring depths will provide sufficient delineation of the subsurface strata to prepare our recommendations.

SCOPE OF SERVICES

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

DESIGN SERVICES

Phase 100 – Project Management and Coordination

Task 100001 – Project Management

Coordination and communication with the Client, including project updates, meeting minutes, and repair alternative.

Task 100002 – Project Meetings

Meetings with Client will be required during the project. Two meetings will be required during the project to discuss the results of the geotechnical analysis and repair designs.

Time and expense basis anticipated fee - \$5,000

Phase 200 - Site Investigation

Task 200001 – Topographic Survey

Conduct a field survey (where needed) to determine existing topographic features and exact location of the channel liner failure. Locate vertical benchmarks and horizontal control points.

Task 200002 – Prepare a Site Plan

Prepare a site plan showing the information obtained during the field survey. The utility locations and sizes will be determined by surveying the flagged 'One Call' locations of the visible features and using record information from the utility owners. No underground exploration for utilities will be provided.

Time and expense basis anticipated fee - \$3,500

Phase 300 – Geotechnical Services

Task 300001 – Drilling Services

1. Coordination and General Notes

- a. Olsson will contact Diggers Hotline of Nebraska to locate underground utilities. To ensure the safety of the crew on site, Owner must inform Olsson of the location of all private utilities and private utility service connections. The cost of locating private utility lines and private service connections is the Owner's responsibility. Olsson is not responsible or liable for damage to any private utilities or private service connections.
- b. All boring locations must be readily accessible. Any fees resulting from the use of mud-matting or clearing operations to achieve access to boring locations is Owner's responsibility and not included in this scope of work. Olsson will not perform field work until access to boring locations is satisfactory to Olsson.

2. Field Exploration

- a. We propose to use hand-operated equipment to complete the following soil test borings for the geotechnical exploration:
 - Five (5) hand auger soil test borings to a depth of up to 10 feet each.The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 50 linear feet.
- b. Thin-Walled samples will be collected from each boring.
- c. We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.
- d. After obtaining groundwater level readings, we will backfill the borings with bentonite chips.

Task 300002 – Geotechnical Services

1. Laboratory Services

As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D2488), unconfined compression tests (ASTM D2166), thin-walled tube density tests (ASTM D7263), moisture content tests (ASTM D2216), Atterberg limit tests (ASTM D4318), and Standard Proctor test (ASTM D698).

2. Engineering Analysis and Report Preparation

Olsson will perform engineering analyses and provide conclusions and recommendations regarding the following:

- a. Utilize existing survey or Lidar data information provided to evaluate the global stability of the existing stream channel slope and possible remedial measures to stabilize the slope. The global stability analysis will utilize the boring and laboratory information, local experience, and engineering judgement to interpret soil properties values that can be used in a Geo/Slope W software program. A minimum safety factor of 1.5 will be required for the slope failure repair. Recommendations will be made regarding acceptable slope repair conditions based on the available soil information.
- b. Recommendations regarding the thickness, moisture, and compaction criteria for backfill or structural fill. Soil excavation criteria in accordance with OSHA Standards will be included or referenced.
- c. Identify changes in the soils moisture content and dry density based upon the sample location and depth.
- e. Discussion of anticipated groundwater concerns.
- f. Discussion possible causes for the slope failure based upon the laboratory and analytical findings.
- g. Discussion of anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.

This fee is assuming the slope repair will consist of replacing the failed channel slope section with a similar system that is currently onsite including gabion basket and geogrid system or similar and excludes stabilization systems such as tie-back anchors. If more complex repair designs such as tie-back anchors are needed, addition fee may be required.

We will present our conclusions and recommendations in a written report that will include a map of boring locations, soil boring logs, and a summary of laboratory tests.

Time and expense basis anticipated fee - \$17,000

Phase 400 – Bank Failure Repair Design

Task 400001 – Bank Failure Repair Design

Olsson shall develop repair plans for the bank failure located upstream of N. 70th Street and O Street on Deadman's Run. The repair plans will be based on the geotechnical analysis and recommendations for future stability of the banks. The repair plans will generally include the required repair details as well as construction access and phasing.

Task 400002 – Permitting

Prepare and submit a floodplain development permit for the work in the Deadman's Run floodplain and floodway associated with bank repair plans.

Time and expense basis anticipated fee - \$17,000

Phase 500 – Environmental Assessment and Permitting

Task 500001 – Wetland Delineation

Olsson shall perform a Wetland Delineation in accordance with the methodology of the USACE 1987 Wetland Delineation Manual and the 2010 Mid-West Region Supplement. Olsson assumes that the delineation will include both banks of Deadman's Run just upstream of N. 70th and O Street. The delineation will include:

- Review of available information sources prior to field investigation, including National Wetlands Inventory maps, county soil surveys, topographic maps, and aerial photos;
- Survey of vegetation to determine presence/absence of hydrophytic species;
- Observation of project area to determine presence/absence of wetland hydrology;
- Assessment of the stream banks, and;
- Assessment of soils by digging small soil pits to determine presence/absence of hydric soils.

Routine USACE Wetland Determination Data Forms will be completed for each sample point. Wetland acreage will be mapped in the field with hand-held sub-meter accuracy GPS. If other waters of the U.S. are identified, the Ordinary High Water Mark (OHWM) will be marked by GPS. Photos will be taken of all wetlands and waters. Elevation surveying of the wetland boundaries is not included in the basic services. A wetland delineation report will be prepared compiling the field data.

At this time a Nationwide 404 permit is not anticipated to be required. If a Nationwide 404 permit is required, additional fee may be required.

Time and expense basis anticipated fee - \$4,500

Phase 600 – Bidding Services

Task 600001 – Bidding Services

The team will prepare the appropriate bid documents and specifications for the project. Prepare bid advertisements and administer the plan distribution and bidding process. The Client will be responsible for advertising costs.

Schedule and run the bidding process including bid meetings, documenting the contractor selection process, and working with the Client and the selected contractor to prepare contract documents for construction of the proposed measures.

Time and expense basis anticipated fee - \$2,500

Total anticipate fee for All Phases - \$49,500

Future Services

The 100% final plans developed during this project will be utilized for construction documents. Future Olsson services can include Construction Observation and Administration.

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

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

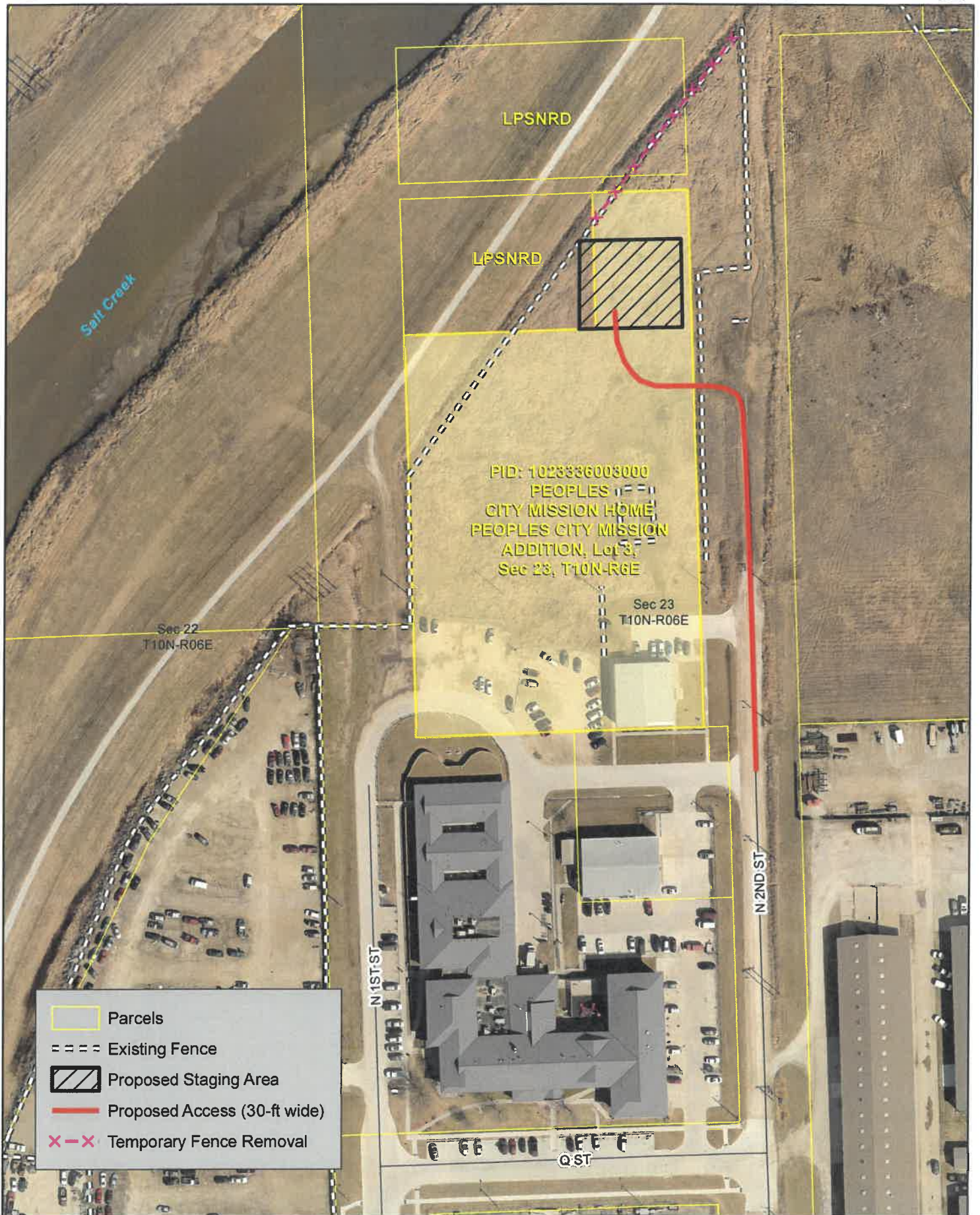


Salt Creek Temporary Construction Easements PL 84-99

- 1. People’s City Mission Home
- 2. UNL Board of Regents
- 3. Salem Properties, LLC
- 4. Lincoln Federal Savings Bank
- 5. Tom Uhlir
- 6. Miller Seed



Salt Creek Levee PL 84-99 Projects 2019 - Access and Staging



Legend:

- Parcels
- Existing Fence
- Proposed Staging Area
- Proposed Access (30-ft wide)
- Temporary Fence Removal



Salt Creek Levee PL 84-99 Projects 2019 - Access and Staging



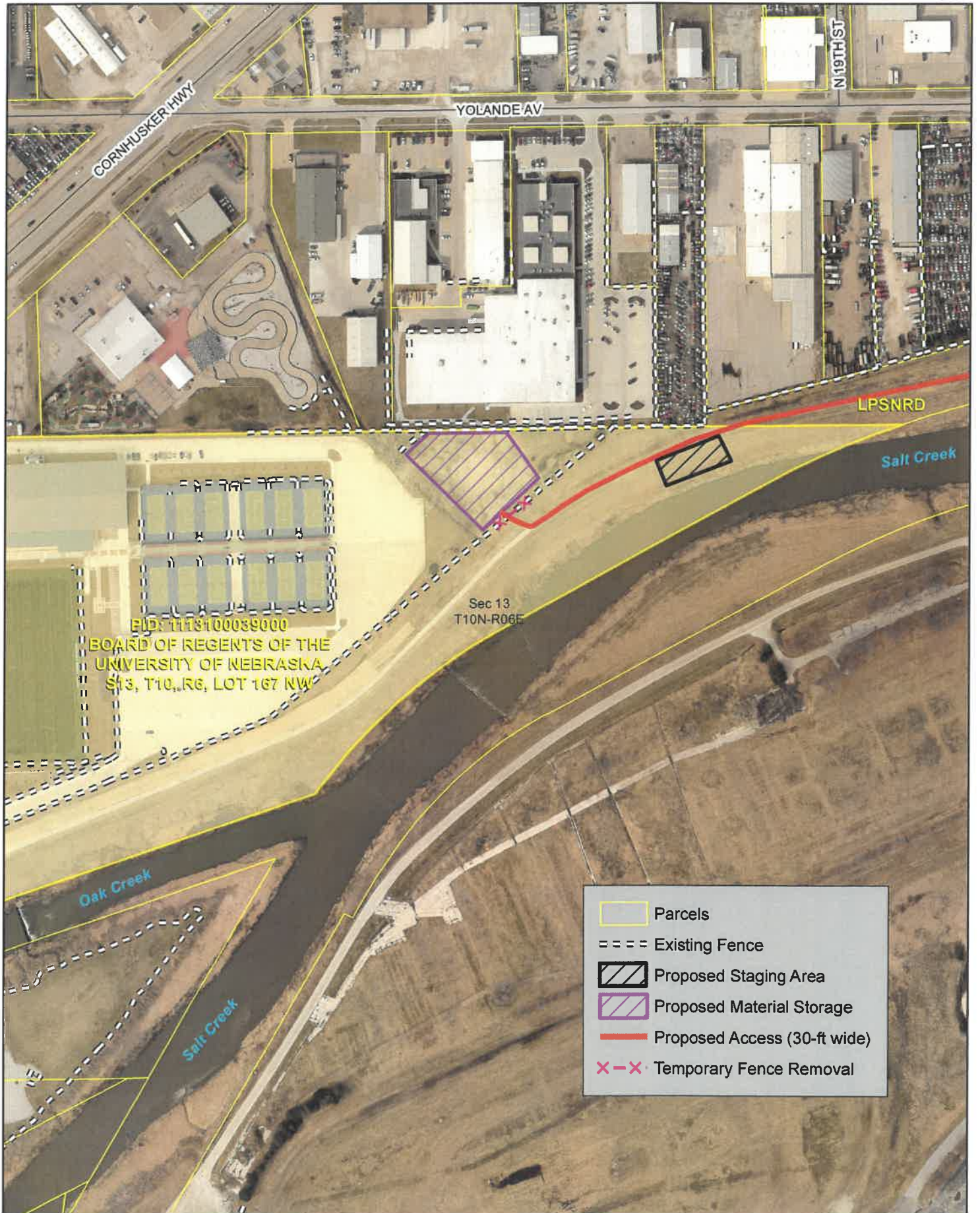


Salt Creek Levee PL 84-99 Projects 2019 - Access and Staging

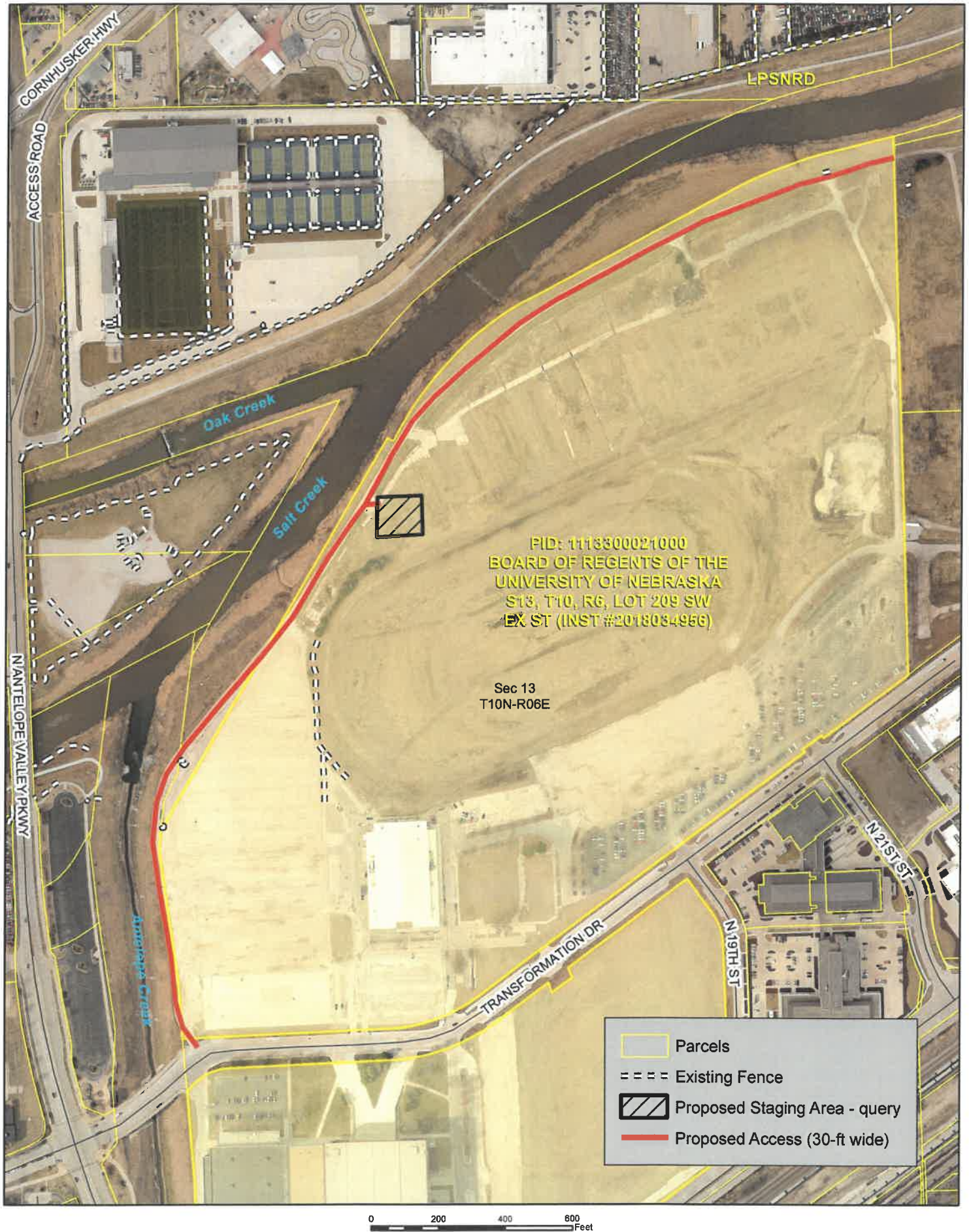




Salt Creek Levee PL 84-99 Projects 2019 - Access and Staging



Salt Creek Levee PL 84-99 Projects 2019 - Access and Staging





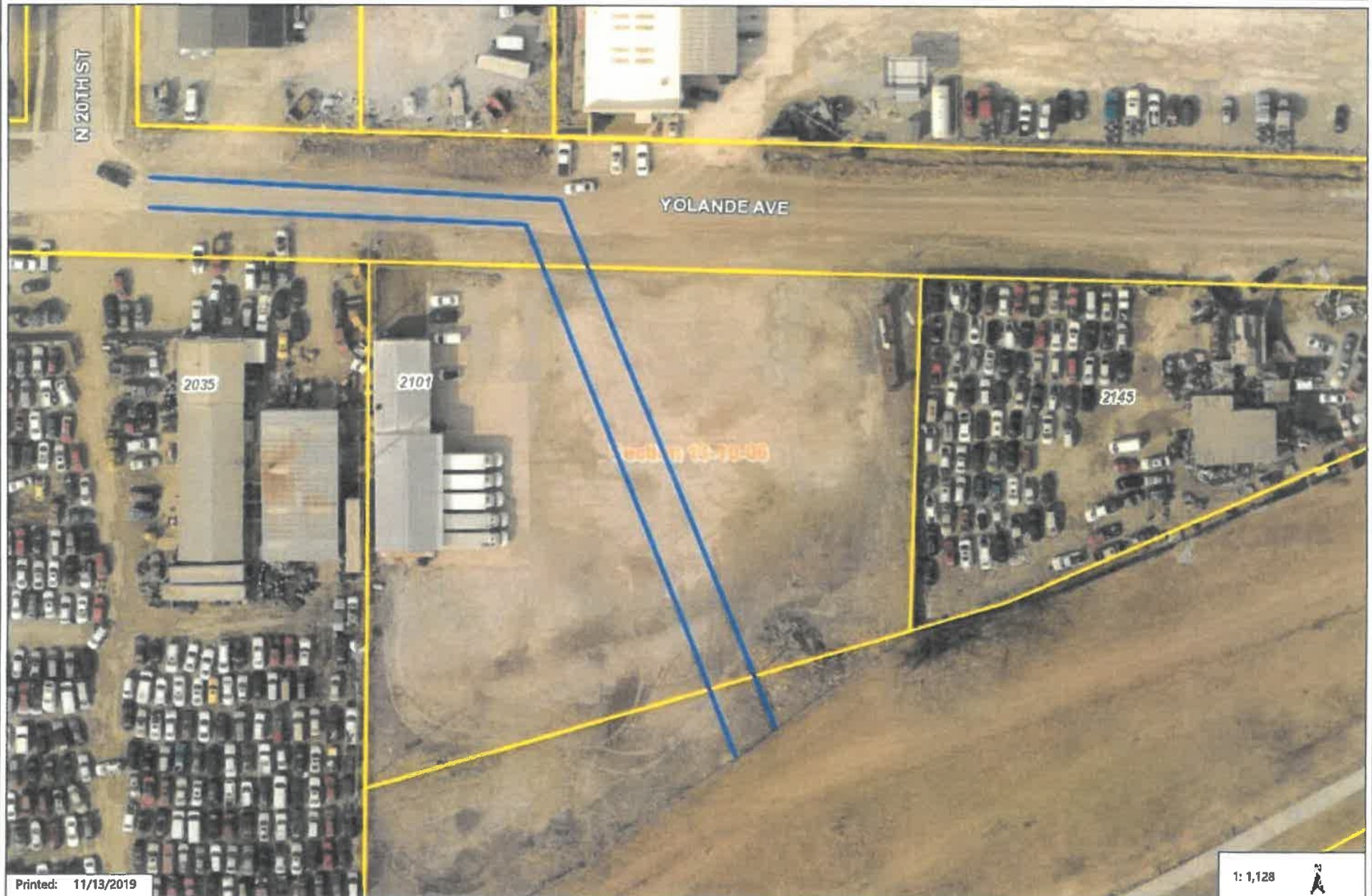
Salt Creek Levee PL 84-99 Projects 2019 - Access and Staging





Salt Creek Levee PL 84-99 Projects 2019 - Access and Staging





SALT CREEK TEMPORARY CONSTRUCTION EASEMENT

In consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Peoples City Mission Home hereinafter referred to as "Grantor," located at 110 "Q" Street, Lincoln, NE 68508, does hereby convey and release to the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT ("Grantee"), a political subdivision of the State of Nebraska, its successors and assigns, located at 3125 Portia St. Lincoln, NE. 68501-3581, and the United States Army Corp of Engineers, a temporary construction easement on the real estate described on Exhibit "A", which is attached hereto and attached hereto and incorporated herein by this reference (the "Easement Area.")

The Temporary Construction Easement is granted for the purpose of and in connection with the repair of the Salt Creek Levee and appurtenances thereto, including the removing of earthen materials, drainage structures, fencing, and vegetation.

This Temporary Construction Easement hereby grants to the Grantee the right to use the Easement Area for construction purposes and for incidental purposes related thereto, including, but not limited to, the storage of equipment and materials, stockpiling of excavated material, ingress and egress, and movement of construction equipment and construction crews, all in the Easement Area. After completion of the project, Grantee will restore all disturbed areas to as close of the condition as reasonably possible before construct began.

Each party shall indemnify and hold the other party harmless, including their respective agents, employees, successors, and assigns, against any and all liabilities, claims, or causes of action, including reasonable attorney's fees arising, either directly or indirectly, as a result of the negligent acts or omissions of each party and their respective agents, employees, successors, and assigns.

The Temporary Construction Easement shall commence on _____, 2019, and continue for a period of not more than one (1) year, at which time it will terminate, unless otherwise extended by Grantor.

Dated this 8 day of November, 2019.

GRANTOR:

BY: 

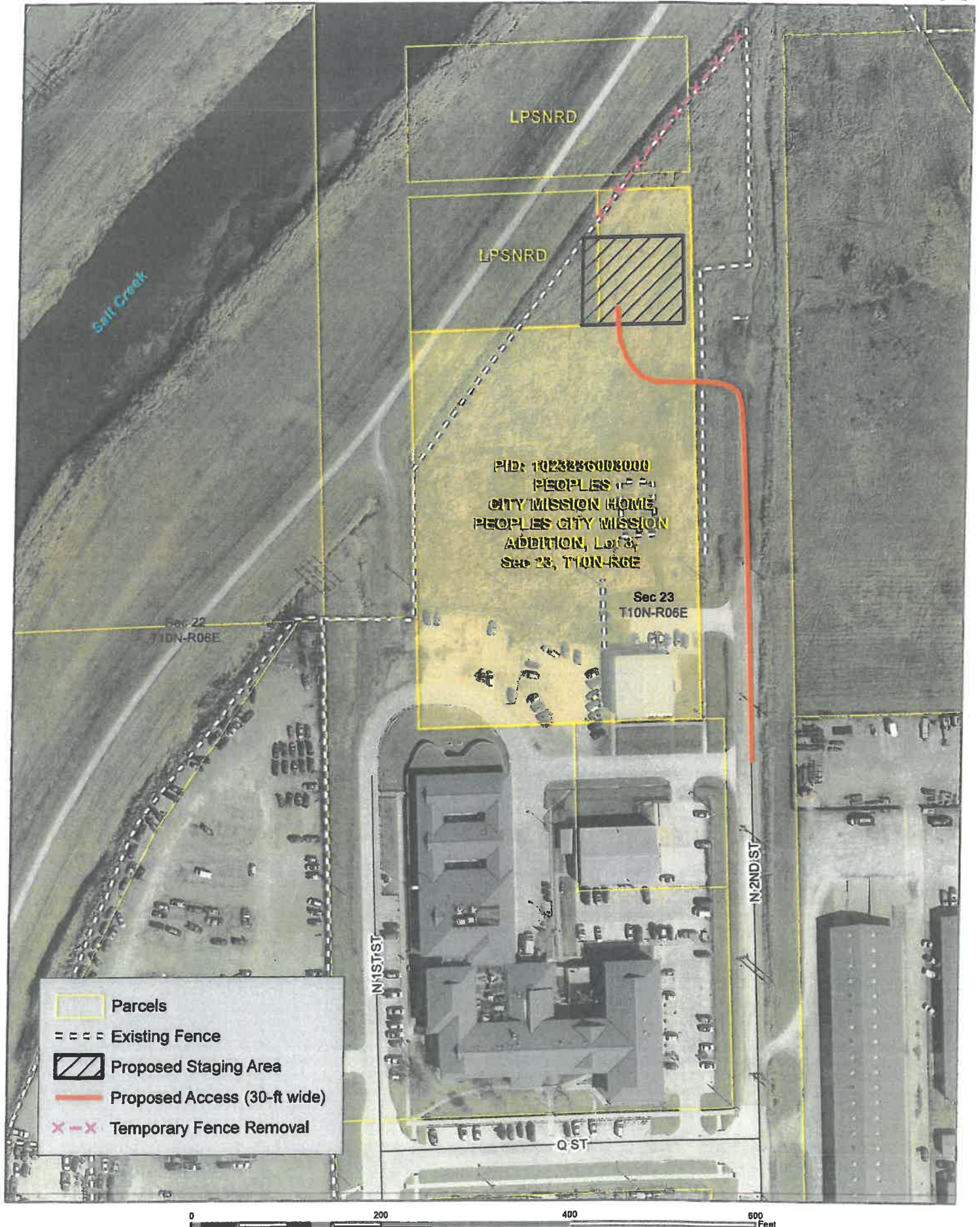
GRANTEE:

LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT, a political subdivision of
the State of Nebraska,

BY: _____

Paul Zillig, General Manager

Salt Creek Levee PL 84-99 Projects 2019 - Access and Staging



SALT CREEK TEMPORARY CONSTRUCTION EASEMENT

In consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Salem Properties, LLC** hereinafter referred to as "Grantor," located at 2100 Yolande Ave, Lincoln, NE 68521, does hereby convey and release to the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT ("Grantee"), a political subdivision of the State of Nebraska, its successors and assigns, located at 3125 Portia St. Lincoln, NE. 68501-3581, and the United States Army Corp of Engineers, a temporary construction easement on the real estate described on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Easement Area.")

The Temporary Construction Easement is granted for the purpose of and in connection with the repair of the Salt Creek Levee and appurtenances thereto, including the removing of earthen materials, drainage structures, fencing, and vegetation.

This Temporary Construction Easement hereby grants to the Grantee the right to use the Easement Area for construction purposes and for incidental purposes related thereto, including, but not limited to, the storage of equipment and materials, stockpiling of excavated material, ingress and egress, and movement of construction equipment and construction crews, all in the Easement Area. After completion of the project, Grantee will restore all disturbed areas to as close of the condition as reasonably possible before construct began.

Each party shall indemnify and hold the other party harmless, including their respective agents, employees, successors, and assigns, against any and all liabilities, claims, or causes of action, including reasonable attorney's fees arising, either directly or indirectly, as a result of the negligent acts or omissions of each party and their respective agents, employees, successors, and assigns.

The Temporary Construction Easement shall commence on November 12, 2019, and continue for a period of not more than one (1) year, at which time it will terminate, unless otherwise extended by Grantor.

Dated this 12th day of NOVEMBER, 2019.

GRANTOR:

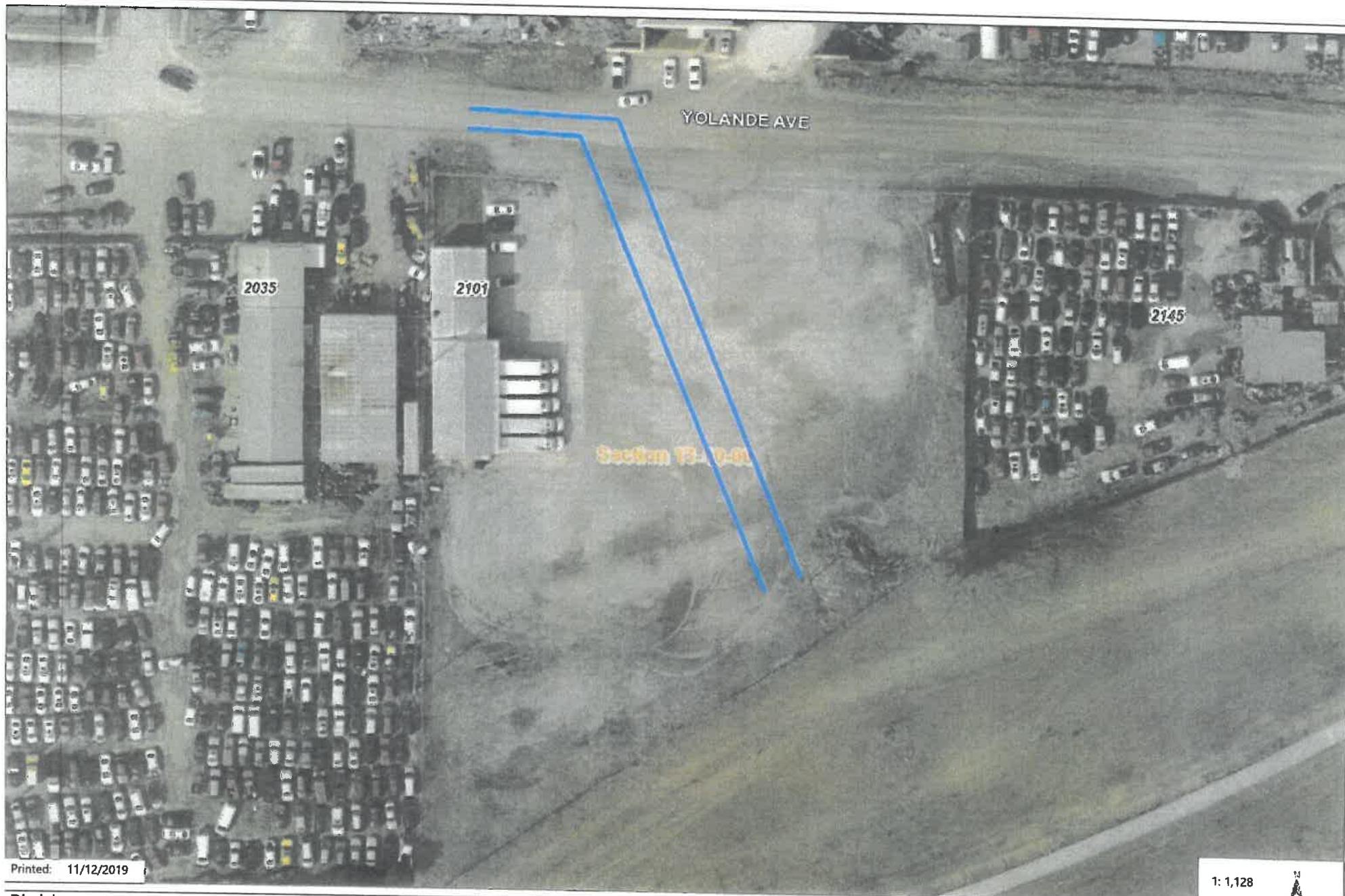
BY: RL Sal

GRANTEE:

LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT, a political subdivision of
the State of Nebraska,

BY: _____

Paul Zillig, General Manager



Printed: 11/12/2019

1: 1,128



Disclaimer: The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments. If you have questions or comments regarding the data displayed on this map, please email assessor@lanaster.ne.gov and you will be directed to the appropriate department.

ACCESS AGREEMENT

This Access Agreement ("Agreement") is made effective this 12th day of November 2019, by and between Lower Platte South NRD ("Grantee"), and the Board of Regents of the University of Nebraska, a public corporate body and agency of the State of Nebraska ("University").

Whereas, Grantor owns certain property located within Section 13, Township 10, Range 6 East of the 6th Principle Meridian, LOT 209 SW, with a Lancaster County parcel identification numbers 1113300021000, and 1113100039000 (the "Property");

Whereas, Grantee desires to utilize strips of land located on the Property as approximated in Exhibit "A" and Exhibit "B" to access staging areas as approximated in Exhibit "A" and Exhibit "B" in conjunction with improvements being made on adjacent property in order to repair rock that has been displaced on the banks of Salt Creek

Whereas, the Grantor desires to provide Grantee with access to and temporary use of the Property, by way of this access agreement for purposes of accessing a staging area containing construction equipment, and material stockpile subject to the terms and limitations set forth herein.

Now therefore, in consideration of the foregoing and in consideration of the mutual covenants in this Agreement, which each of the parties acknowledge as adequate and sufficient, it is agreed as follows:

1. Grantor shall provide Grantee and its agents and contractors with reasonable access to the Property from the 12th day of November, 2019 to the 1st day of April, 2020 in order to perform the Work (as defined below). Such access shall be at reasonable times mutually agreed upon by Grantor and Grantee and for the sole purpose of performing the Work as described herein. Grantee and its agents and contractors shall perform the Work in a manner that does not interfere with the use of the Property by Grantor. Use of staging area as indicated on Exhibit "A" shall be coordinated through Wilma Hanson-McCoy with Tetrad Property Group, 402-413-3215, whansonmccoy@tetradpropertygroup.com.
2. The Work shall herein refer to access to the Property in order to repair rock that has been displaced on the banks of Salt Creek. The Work also includes the storage of material stockpile as approximated on Exhibit "A" and Exhibit "B".
3. Grantee and its employees, agents and contractors shall comply with all federal, state and local laws, regulations and ordinances ("Applicable Laws") and all policies, rules and regulations of Grantor in performing the Work. Prior to accessing the Property, all such persons accessing the Property must display identification if requested by Grantor. Grantee shall, at all times, comply with all Grantor's rules, regulations and policies pertaining to conduct on Grantor's property and Grantor reserves the right to request the removal or replacement of any Grantee employee, agent or contractor who fails to comply with such rules, regulations and policies. Grantor designates the following party to for this notification: Nathan Sheldon, 402-472-6056, nate.sheldon@unl.edu. Grantee and its agents and contractors shall take reasonable precautions to prevent any damage to the Property while performing the Work and Grantee shall be liable for any such damage.
4. Grantee agrees to indemnify, protect, defend and hold harmless Grantor and its subsidiaries and affiliates and their respective officers, employees and agents from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including reasonable attorneys' fees and court costs) that result from the any activities of Grantee and its officers, employees, contractors and agents in connection with the Property. The indemnification obligations under this Section shall survive the expiration or termination of this Agreement.
5. Grantee and its officers, employee, contractors and agents shall comply with all Applicable Laws while accessing the Property. This Agreement shall be governed by the law of the state where the Property is located.
6. If any provision of this Agreement is found to be unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

7. Any notices to be sent pursuant to this Agreement shall be sent by either (i) United States Postal Service certified mail, return receipt requested, (ii) by a nationally recognized overnight courier service, with signature required, or (iii) by person service at the following addresses:

To Grantee:

Al Langdale
Operation/Maintenance
3125 Portia ST
Lincoln, NE 68521

To University:

Nathan Sheldon
Real Estate Specialist
1901 Y ST
Lincoln, NE 68588

To Tetrad:

Wilma Hanson-McCoy
Director of Property Management
2021 Transformation DR, STE 1100
Lincoln, NE 68508

8. Nothing in this Agreement shall be construed or interpreted as authorizing either party, its agents or employees, to act as agents or representatives for or on behalf of the other, or to incur any obligation of any kind on behalf of the other, nor does anything herein create a joint venture or partnership between the parties.

9. This Agreement does not create any lease, tenancy right or other title or interest in, to or with respect to the Property or any portion thereof. Grantee's right of access is not exclusive and is subject to all Applicable Laws. Nothing herein contained shall be deemed to be a gift or dedication of the Property, or any part thereof, or any portion of any property owned by Grantor to the general public, or for any public use or purpose whatsoever. Except as specifically provided herein, no rights, privileges or immunities of any party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

10. This Agreement represents the entire agreement between the parties and all prior negotiations are representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned by Grantee without the prior written consent of Grantor, which consent may be withheld in Grantor's sole and absolute discretion.

11. Upon Grantee's default hereunder, Grantor may deliver to Grantee a written notice of default, stating with specificity the nature of Grantee's default. If Grantee has not cured the default within ten (10) days after receipt of such notice of default, Grantor may terminate this Agreement effective immediately.

Executed by the parties as of the date first written above.

Lower Platte South NRD, Grantee,

The Board of Regents of the University of Nebraska,
Grantor,

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT A
Salt Creek Levee PL 84-99 Projects 2019 - Access and Staging

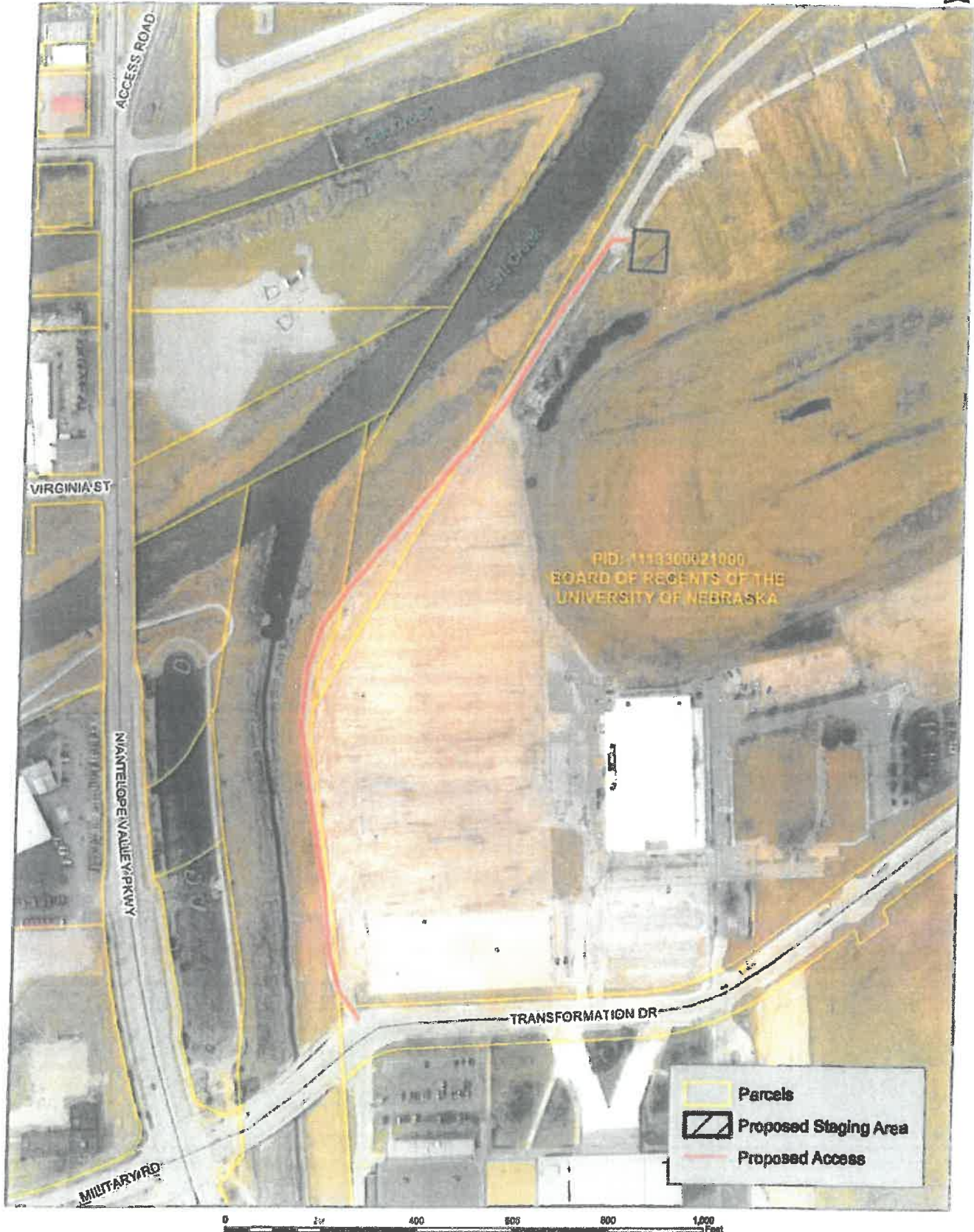
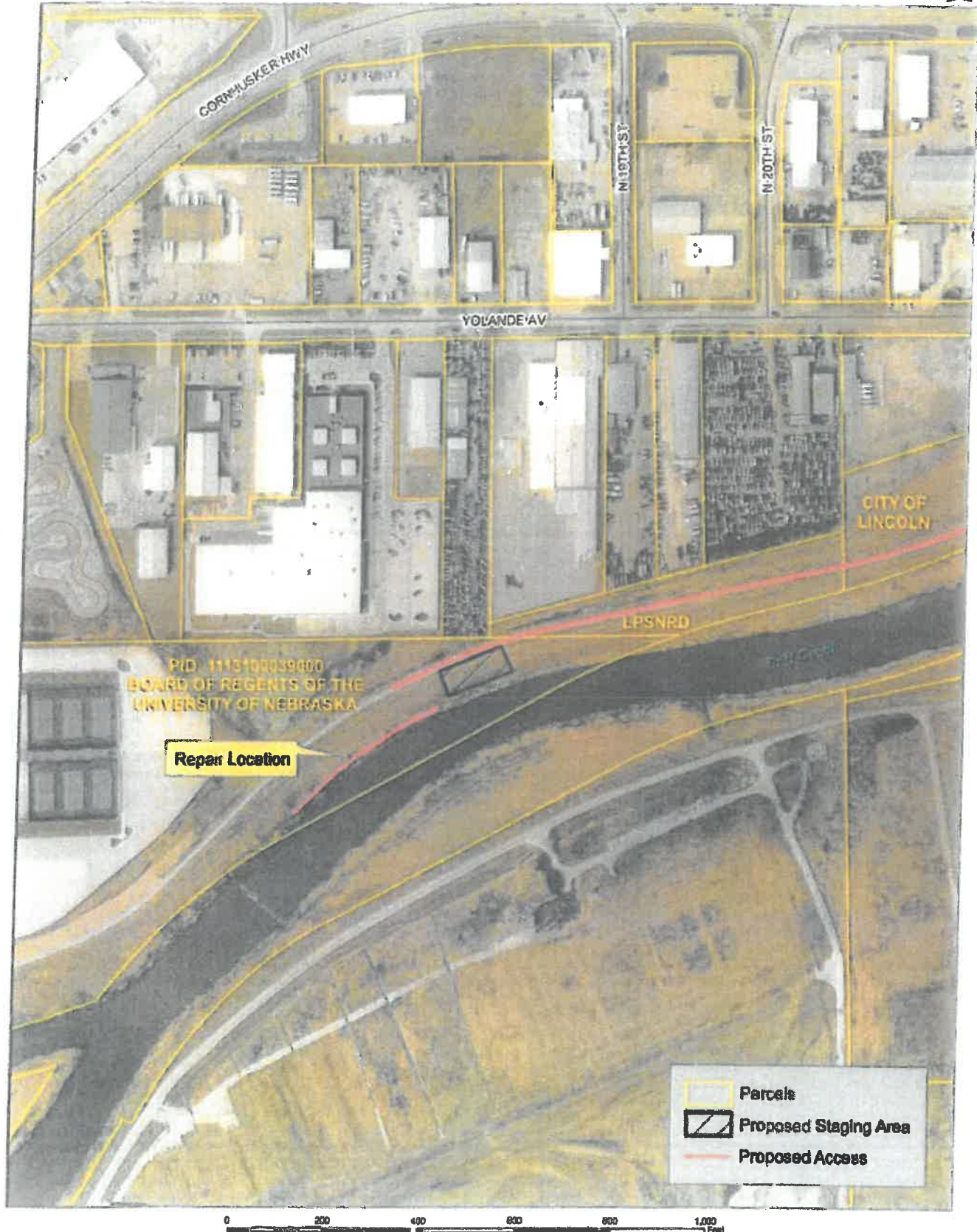


EXHIBIT B
Salt Creek Levee PL 84-99 Projects 2019 - Access and Staging



SALT CREEK TEMPORARY CONSTRUCTION EASEMENT

In consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tom Uhlir hereinafter referred to as "Grantor," located at 2940 Cornhusker Hwy., Lincoln, NE 68504, does hereby convey and release to the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT ("Grantee"), a political subdivision of the State of Nebraska, its successors and assigns, located at 3125 Portia St. Lincoln, NE. 68501-3581, and the United States Army Corp of Engineers, a temporary construction easement on the real estate described on Exhibit "A", which is attached hereto and hereto and incorporated herein by this reference (the "Easement Area.")

The Temporary Construction Easement is granted for the purpose of and in connection with the repair of the Salt Creek Levee and appurtenances thereto, including the removing of earthen materials, drainage structures, fencing, and vegetation.

This Temporary Construction Easement hereby grants to the Grantee the right to use the Easement Area for construction purposes and for incidental purposes related thereto, including, but not limited to, the storage of equipment and materials, stockpiling of excavated material, ingress and egress, and movement of construction equipment and construction crews, all in the Easement Area. After completion of the project, Grantee will restore all disturbed areas to as close of the condition as reasonably possible before construct began.

Each party shall indemnify and hold the other party harmless, including their respective agents, employees, successors, and assigns, against any and all liabilities, claims, or causes of action, including reasonable attorney's fees arising, either directly or indirectly, as a result of the negligent acts or omissions of each party and their respective agents, employees, successors, and assigns.

The Temporary Construction Easement shall commence on November 6, 2019, and continue for a period of not more than one (1) year, at which time it will terminate, unless otherwise extended by Grantor.

Dated this 17 day of November, 2019.

GRANTOR:

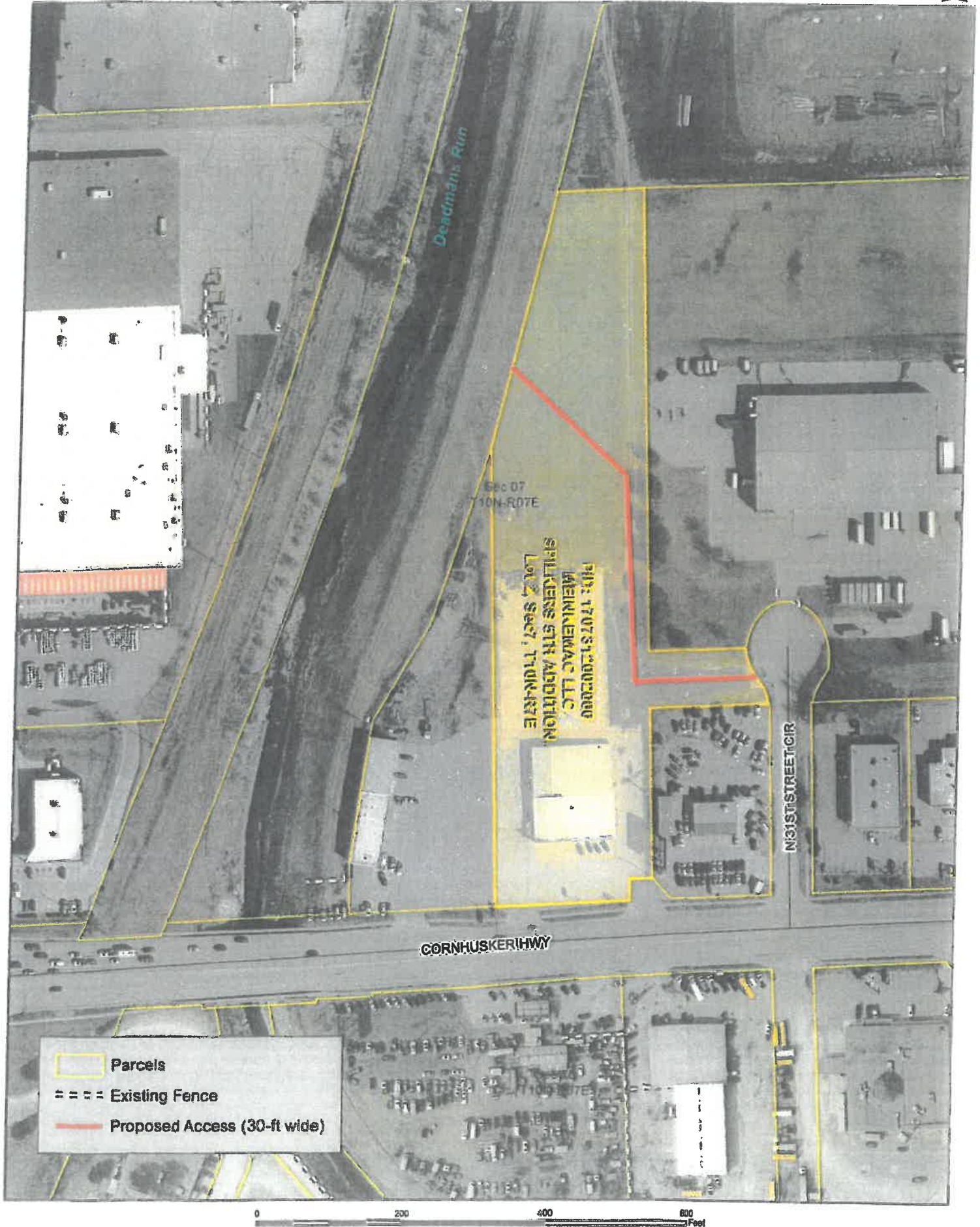
BY: 

GRANTEE:

LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT, a political subdivision of
the State of Nebraska,

BY: Paul Zillig, General Manager

Salt Creek Levee PL 84-99 Projects 2019 - Access and Staging



SALT CREEK TEMPORARY CONSTRUCTION EASEMENT

In consideration of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lincoln Federal Bancorp Inc, hereinafter referred to as "Grantor," located at 1101 N St., Lincoln, NE 68508, does hereby convey and release to the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT, a political subdivision of the State of Nebraska, its successors and assigns, located at 3125 Portia St. Lincoln, NE. 68501-3581, hereinafter referred to as "Grantee" a temporary construction easement on the real estate described and shown on Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Area.")

Grantee is responsible for acquiring the right of way for the repair of the Salt Creek Levee and appurtenances thereto located on the Grantor's property. The Easement is being acquired for the benefit of the United States Corps of Engineers who is responsible for the repair of the levee. The Temporary Construction Easement is granted for the purpose of and in connection with the repair of the Salt Creek Levee and appurtenances thereto, including the removing of earthen materials, drainage structures, fencing, and vegetation.

This Temporary Construction Easement hereby grants to the Grantee and United States Corps of Engineers the right to use the Easement Area for construction purposes and for incidental purposes related thereto, including, but not limited to, a staging area for the storage of equipment and materials, stockpiling of excavated material, ingress and egress, and movement of construction equipment and construction crews, all in the Easement Area and as identified and shown on Exhibit "A." After completion of the project, Grantee and the United States Corps of Engineers will restore all disturbed areas to as close to the condition as reasonably possible before construct began.

The Grantor, Grantee, and United States Corps of Engineers, individually agree to indemnify and hold the other parties harmless, including their respective agents, employees, successors, and assigns, against any and all liabilities, claims, or causes of action, including reasonable attorney's fees arising, either directly or indirectly, as a result of the negligent acts or omissions of each party and their respective agents, employees, successors, and assigns.

The Temporary Construction Easement shall commence on 11/15, 2019, and continue until construction and restoration of the disturbed areas are completed, at which time the easement shall terminate.


In the event that the real estate identified on Exhibit "A" is sold, Grantor shall notify Grantee of the closing date and this Easement shall terminate 21 days after closing.

Dated this 15th day of November, 2019.

GRANTOR:

LINCOLN FEDERAL BANK CORP INC,

BY:


Its Authorized Representative

GRANTEE:

LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT, a political subdivision of
the State of Nebraska,

BY:

Paul Zillig, General Manager



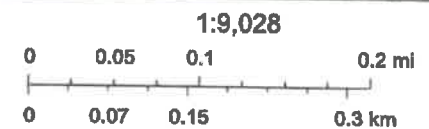
Month	Feet
January	100
February	120
March	140
April	160
May	180
June	200
July	180
August	160
September	140
October	120
November	100
December	80

Lincoln Saline Wetlands Nature Center



11/5/2019, 11:33:57 AM

- LPSNRD Community Wetlands
- LPSNRD Boundary
- LPSNRD Conservation Easements



EaRI, HERE, Garmin, (c) OpenStreetMap contributors, Source: EaRI,

7

Development Information

Parcel ID: 1706213004000

Situs Address:

Legal Description: LANDMARK CORPORATE CENTER 7TH
ADDITION, OUTLOT A

School District: 55-0001 Lincoln

Owner Information:

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
PO BOX 83581

LINCOLN, NE 68501-3581

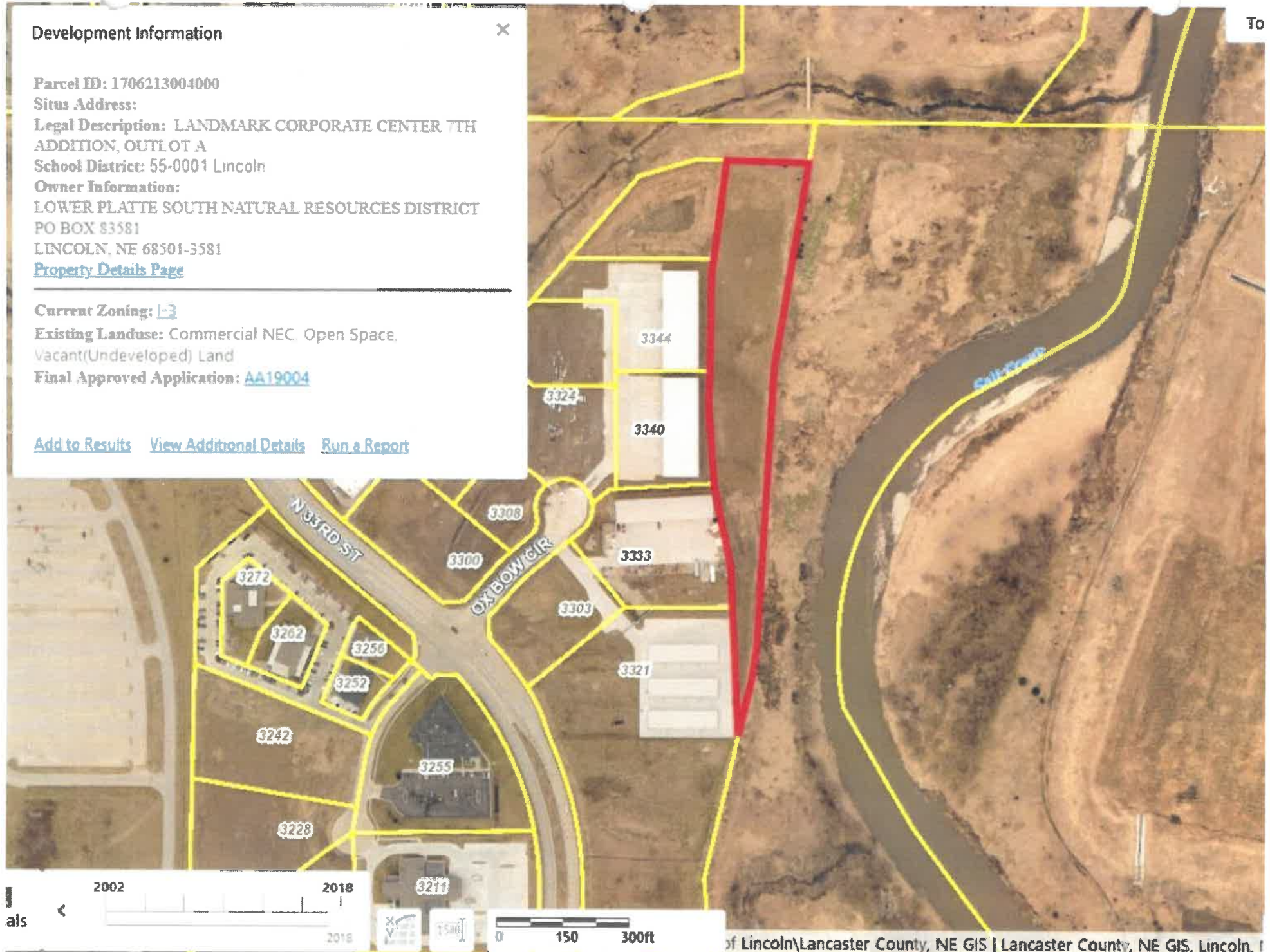
[Property Details Page](#)

Current Zoning: [L-3](#)

Existing Landuse: Commercial NEC, Open Space,
Vacant(Undeveloped) Land

Final Approved Application: [AA19004](#)

[Add to Results](#) [View Additional Details](#) [Run a Report](#)



November 13, 2019

Lower Platte South NRD
3125 Portia Street
Lincoln, Nebraska 68521



Attn: Mr. Jared Nelson, P.E.
P: (402) 476-2729
E: jnelson@lpsnrd.org

Re: Proposal for Geotechnical Engineering Services
Salt Creek Levee Borrow Site
Multiple Locations
Lincoln, Nebraska
Terracon Proposal No. PA31951110rev

Dear Mr. Nelson:

We appreciate the opportunity to submit this proposal to Lower Platte South NRD (LPSNRD) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.


Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Locations
Exhibit E	Anticipated Exploration Plans

Our lump-sum fee to perform the scope of services described in this proposal is \$26,540. **Exhibit C** presents details concerning our fees and consideration of services.

Authorization for Terracon to proceed in accordance with this proposal can be issued by signing the attached Agreement for Services and returning to our office. Please contact us if there are any questions concerning this proposal.

Sincerely,
Terracon Consultants, Inc.


Caleb Craven
Project Manager


Bradley A. Levich, P.E.
Principal

Distribution: Addressee (pdf)

Terracon Consultants, Inc. 3220 N. 20th Street Suite 3 Lincoln, Nebraska 68521
P (402) 466 3911 F (402) 466 0811 terracon.com

Environmental



Facilities



Geotechnical



Materials

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lower Platte South NRD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Salt Creek Levee Borrow Site project ("Project"), as described in Consultant's Proposal dated 11/13/2019 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii)

commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
 By: Bradley A. Levich Date: **11/13/2019**
 Name/Title: **Bradley A Levich, P.E. / Office Manager**
 Address: **3220 N 20th St, Ste 3**
Lincoln, NE 68521-1382
 Phone: **(402) 466-3911** Fax: **(402) 466-0811**
 Email: **Brad.Levich@terracon.com**

Client: **Lower Platte South NRD**
 By: _____ Date: _____
 Name/Title: **Jared Nelson / District Engineer**
 Address: **3125 Portia St**
Lincoln, NE 68521-1762
 Phone: **(402) 476-2729** Fax: _____
 Email: **jnelson@lpsnrd.org**

EXHIBIT A - PROJECT UNDERSTANDING

Our scope of services is based on our understanding of the project as described by LPSNRD and the expected subsurface conditions as described below. We have not visited the project site to review surface features or access conditions. Aspects of the project which are undefined or assumed are highlighted. We request the design team verify this information prior to initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	<p>The project is located Lincoln, Nebraska at two locations:</p> <ul style="list-style-type: none"> Landmark Corporate Center 7th Addition, Outlot A (Landmark site) <ul style="list-style-type: none"> 40° 52' 12.26" N, 96° 40' 4.99" W Lincoln Saline Wetland Nature Center 1st Addition, Outlot A (Saline site) <ul style="list-style-type: none"> 40° 49' 32.45" N, 96° 43' 47.61" W <p>Parcel identification was obtained from the City of Lincoln, and latitude and longitude are approximate. See Exhibit D</p>
Existing Improvements	Based on review of historical aerial photographs, the area just west of the Landmark site, has had the construction of three buildings since 2016. The Saline site has remained relatively unchanged since at least 1993.
Current Ground Cover	Both sites are grass lots with mild vegetation and nearby waterways.
Existing Topography	Based on information from Google Earth Pro, grade change of about 1138 to 1140 feet is estimated across the Landmark site, and a grade change of about 1148 to 1153 feet is estimated across the Saline site.
Site Access	We expect the site and all exploration locations are accessible with our ATV-mounted drilling equipment.
Expected Subsurface Conditions	Our experience near the vicinity of the Landmark site indicates subsurface conditions may consist of clay underlain by sandy clay. A geotechnical memorandum conducted by Olsson Associates dated August 17, 2018 indicates subsurface conditions generally consist of lean clay with silt underlain by sand.

Planned Construction

Item	Description
Information Provided	Information provided in an emails and preliminary meeting dated November 6 th and 7 th with LPSNRD.
Project Description	The project consists of providing geotechnical information for potential borrow sites for levee repair work in Lincoln, Nebraska. Detailed specification was not provided for the desired soils. We recommend that the Corp of Engineers provide this information prior to completion of lab testing.

EXHIBIT B - SCOPE OF SERVICES

Our proposed scope of services consists of field exploration, laboratory testing, and engineering/report delivery. These services are described in the following sections.

Field Exploration

Site Access: In order to conduct our field services, we must be granted access to the site by the property owner. We consider accepting this proposal, without information to the contrary, as permission to access the property for the purpose of conducting the field exploration.

Exploration Program: We recommend the exploration program include the following:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
2	8	Landmark Site
20	8	Saline Site

1 Referenced depth is below existing ground surface or to groundwater whichever is shallower.

2. See **Exhibit E – Anticipated Exploration Plan**

Boring Layout and Elevations: We plan to have the borings surveyed by REGA Engineering. We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of ± 20 feet. Field measurements from existing site features may be utilized.

Subsurface Exploration Procedures: We will advance the soil borings with an ATV -mounted drill rig using continuous flight augers and/or continuous hollow-stem augers to advance the boreholes.

Sampling in the borings will be in general accordance with industry standard procedures. Thin-walled Shelby tubes will be used to sample soft to stiff, cohesive or semi-cohesive native soils, or clean fill. Split-barrel samples will be obtained in stiff to hard clay, granular soil, miscellaneous fill, and weathered rock or other hard material. Three samples will be obtained in the upper 8 feet of each boring. Bulk samples will be obtained from the auger flights of all borings at depths from 0 to 4 and 4 to 8 feet. The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and reviewed by a geotechnical engineer. In addition, we will observe and record groundwater levels in the boreholes during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations. The field logs will include sampling depths, penetration distances, and other relevant sampling information. Field logs will also include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Typed boring logs included with the

report will represent the geotechnical engineer's interpretation of the field logs, and include modifications based on laboratory observations and tests.

Property Disturbance: We will backfill the borings with auger cuttings after completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings are dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend the boreholes be checked periodically and backfilled, if necessary. We can provide this service, or grout the holes for additional fees, at your request.

Our scope of services does not include site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such conditions are present, we should be notified so we can adjust our boring locations and fees.

Safety: Employee safety is a core value of Terracon, and we are committed to an Incident and Injury-Free (IIF) workplace. This commitment is at all levels of our company to ensure that everyone goes home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Field work will be performed following Terracon-performed Pre-Task Planning and Tailgate meetings to discuss the potential safety hazards and reinforce project objectives and procedures.

We will contact the local "one-call" service for location of utilities in public easements. Locating private lines on the property is not part of the "one-call" or our scope. All private lines should be marked by the owner/client prior to commencement of field exploration. We are not responsible for damage to private utilities that are not made aware to us. If the owner/client is not able to accurately locate private utilities, we can assist the owner/client by coordinating or subcontracting with a private utility locating services and/or utilize geophysical equipment. Fees associated with these additional services are not included in our current cost and will be forwarded to our client for approval prior to initiating. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service would not relieve the owner of responsibility in identifying private underground utilities.

We are not aware of any environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers that Level D Personal Protection Equipment (PPE) is appropriate. Our scope of services does not include any level of environmental site assessment services, but unusual or unnatural materials encountered while drilling will be noted on our logs.

Our field crew will make excavations into the ground and, as such, these excavations could encounter subsurface utilities and/or environmental hazards that could be harmful to our field crew. We have dedicated significant time, resources and training necessary for an IIF environment, and all employees are authorized to 'stop work' if unsafe conditions are identified during the field exploration. If there is potential to encounter unknown or unmarked underground

hazards, we will reevaluate site conditions and propose alternative methods to proceed with the excavations to ensure the safety of our field crew. The owner/client will be consulted regarding possible alternative methods and authorization will be received from the owner/client prior to proceeding with the field work.

Laboratory Testing

The project engineer will review the field data from the exploration, and then assign the types and numbers of tests. Testing will include visual classification, moisture content, dry density, and strength tests (unconfined compression/calibrated penetrometer) as appropriate. In addition to our standard testing, twelve (12) Atterberg Limits tests, six (6) standard proctors, six (6) grain size analysis, and six (6) pinhole dispersion tests will be performed on selected samples. In the event additional testing is necessary, we will notify you of this need prior to initiating the additional testing, and will not proceed without your approval.

Midwest Laboratories will be retained to perform chemical testing (pH, chlorides, sulfides/sulfates, and resistivity) on six (6) selected samples.

Our laboratory testing program will include review of the soil samples by an engineer. Based on the material's texture and plasticity, we will describe soil samples in general accordance with the Unified Soil Classification System (USCS).

Engineering and Report Delivery

The results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization of the on-site soil for the project.

The report will be delivered using our [GeoReport](#) system. Upon authorization, we will provide you and the design team the necessary link and password to access the website (if you don't already have one). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to all project documents as they are uploaded, and a collaboration portal. A typical delivery process includes three stages:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration

When utilized, a collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

Proposal for Geotechnical Engineering Services

Salt Creek Levee Borrow Site ■ Lincoln, Nebraska

November 13, 2019 ■ Terracon Proposal No. PA31951110rev



When services are complete, we will upload a printable version of our report. This includes the professional engineer's seal and signature in accordance with state requirements. All previous submittals, collaboration, and the report will be maintained in our system indefinitely to allow future reference and integration into subsequent aspects of our services.

The Geotechnical Engineering Report will provide the following:

- Project description
- Site description
- Computer generated boring logs with:
 - soil stratification based on visual soil classification (Unified Soil Classification System)
 - summarized laboratory data
 - groundwater levels observed in the borings
 - ground surface elevation
- Plotted laboratory test results
- Site and boring location plans
- Description of field exploration and laboratory testing procedures
- Site description (existing)
- Summary description of subsurface conditions
- Suitability of on-site soils for use as structural fill

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Our fees quoted in the following table are based upon our understanding of the site conditions, the project as summarized in **Exhibit A**, and our planned scope of services outlined in **Exhibit B**.

Services (see Exhibit B)	Lump Sum Fee	Approved
Field Exploration, Laboratory Testing, Geotechnical Evaluations, Report	\$15,450	X
Midwest Laboratories Chemical Analysis (six samples) ¹	\$880	X
REGA Engineering – Phase 1 ^{2, 3}	\$10,210	X

1. Midwest Laboratories will be contracted to complete chemical analysis testing on selected samples. The fee for testing is evaluated at Cost + 15% for a total of \$130 per sample. If further chemical testing is required, additional samples will be charged at this fee. A lump sum fee of \$100 for shipping the samples is included.
2. REGA Engineering's Phase 1 conducts a topographic survey which includes locating the proposed boring locations and elevations of those locations, as well as provide estimated borrow quantities and recommended best location to conduct site grading.
3. The fees for retaining REGA Engineering for Phase 1 is at a Cost + 15%.

Unless instructed otherwise, we will submit our invoice(s) to the address at the beginning of this proposal. If we are authorized to proceed and the client subsequently postpones or cancels the work, we will invoice the client for the costs of project set up and mobilization incurred prior to notice of cancellation. If conditions are encountered that require scope of work revisions and/or result in higher fees, we will contact you for approval, prior to initiating these services. A supplemental proposal stating the modified scope of services as well as its effect on our fee will be prepared. We will not proceed without your written authorization.

Our price assumes that all borings will be performed during the same mobilization; if more than one mobilization is required, our fee will increase. Our fee does not include time or other expenses required for site-specific safety orientation or training, private utility locate, or other standby due to plant operations or permit requirements. Our time to complete these items, and standby time, will be charged at a rate of \$250 per hour for our drill crew. The cost for a private utility locate will be added to our invoice at Cost + 15%.

We anticipate that meetings may be convened to discuss our report, to discuss project design and development, and for engineering assistance associated with preparation of construction documents. Time associated with engineers to travel to and attend such meetings or telephone conference calls will be charged at a rate of \$125/hour for Project Manager/Engineer, \$165/hour for Senior Engineer, and \$185/hour for Principal. Mileage for travel to/from meetings will be

charged at a rate of \$0.68/mile. We will obtain your written authorization prior to incurring additional costs.

Project Schedule

We propose the following schedule to complete the scope of services, based upon our existing availability and understanding of your project schedule. However, this schedule does not account for any delays in field exploration beyond our control, such as weather conditions, permit delays, site access constraints, or lack of permission. Please contact us if the following schedule is inconsistent with your needs.

GeoReport Stage	Posting Date from Notice to Proceed ^{1,2,3}
Project Planning	3 to 7 days
Site Characterization	15 to 25 days after completing the field exploration

1. Upon receipt of notice to proceed, we will activate the schedule component of our **GeoReport** website with calendar dates for the three delivery points noted above as well as other pertinent events.
2. We will maintain a calendar of activities within our **GeoReport** website. The schedule will be updated as needed to maintain a current awareness of our plans for delivery.
3. Includes consideration of the client's schedule information provided to us at the time of this proposal. Schedule changes relayed to us after project acceptance may not be achievable.

EXHIBIT D.1 – SITE LOCATION

Salt Creek Levee Repairs ■ Lincoln, Nebraska

November 13, 2019 ■ Terracon Project No. PA3195110rev

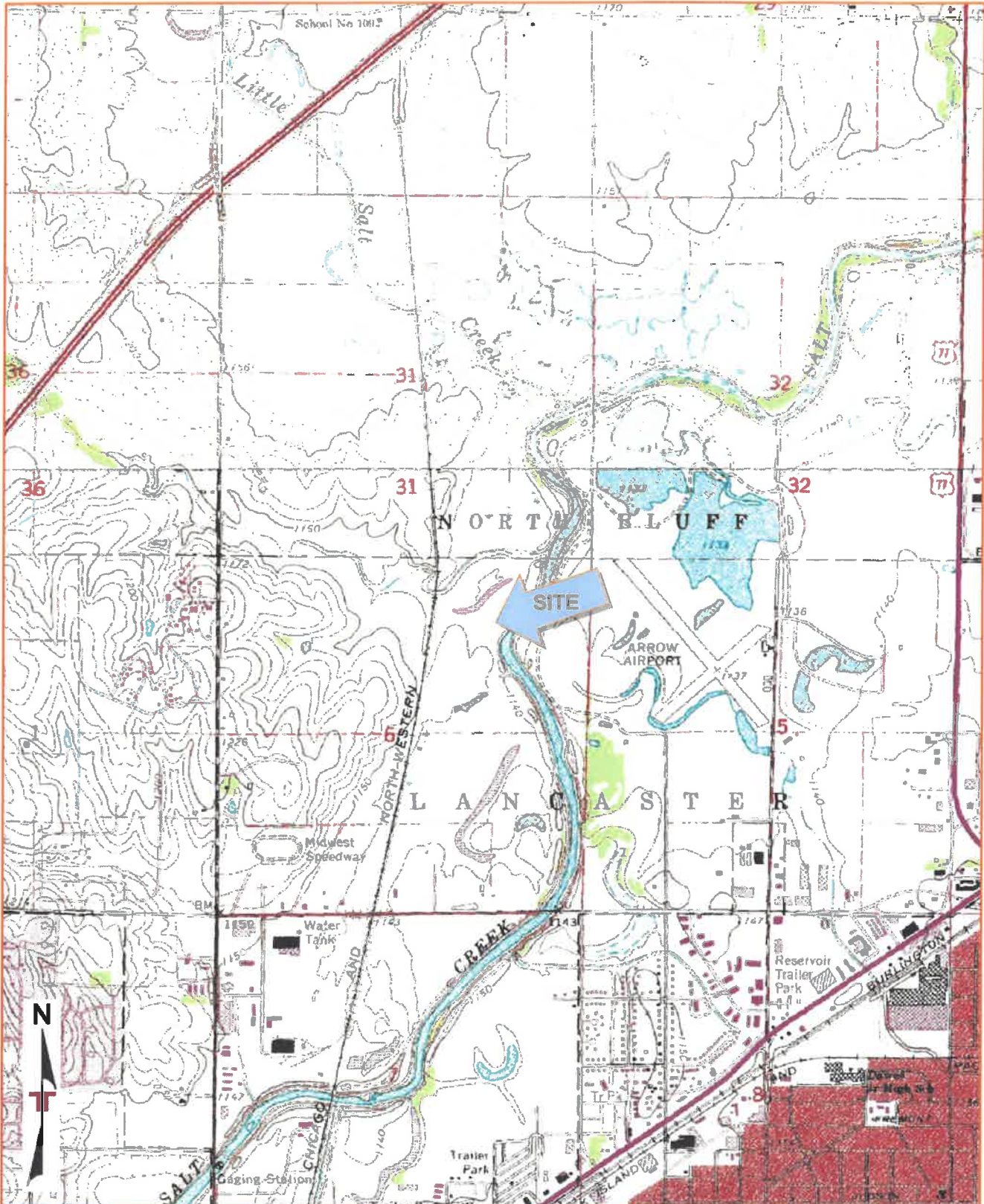


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS
NOT INTENDED FOR CONSTRUCTION PURPOSES

TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGICAL SURVEY
QUADRANGLES INCLUDE: DAVEY, NE (1/1/1972) and LINCOLN, NE (1/1/1980).

EXHIBIT E.1 – ANTICIPATED EXPLORATION PLAN

Salt Creek Levee Borrow Site ■ Lincoln, Nebraska

November 13, 2019 ■ Terracon Project No. PA3195110rev

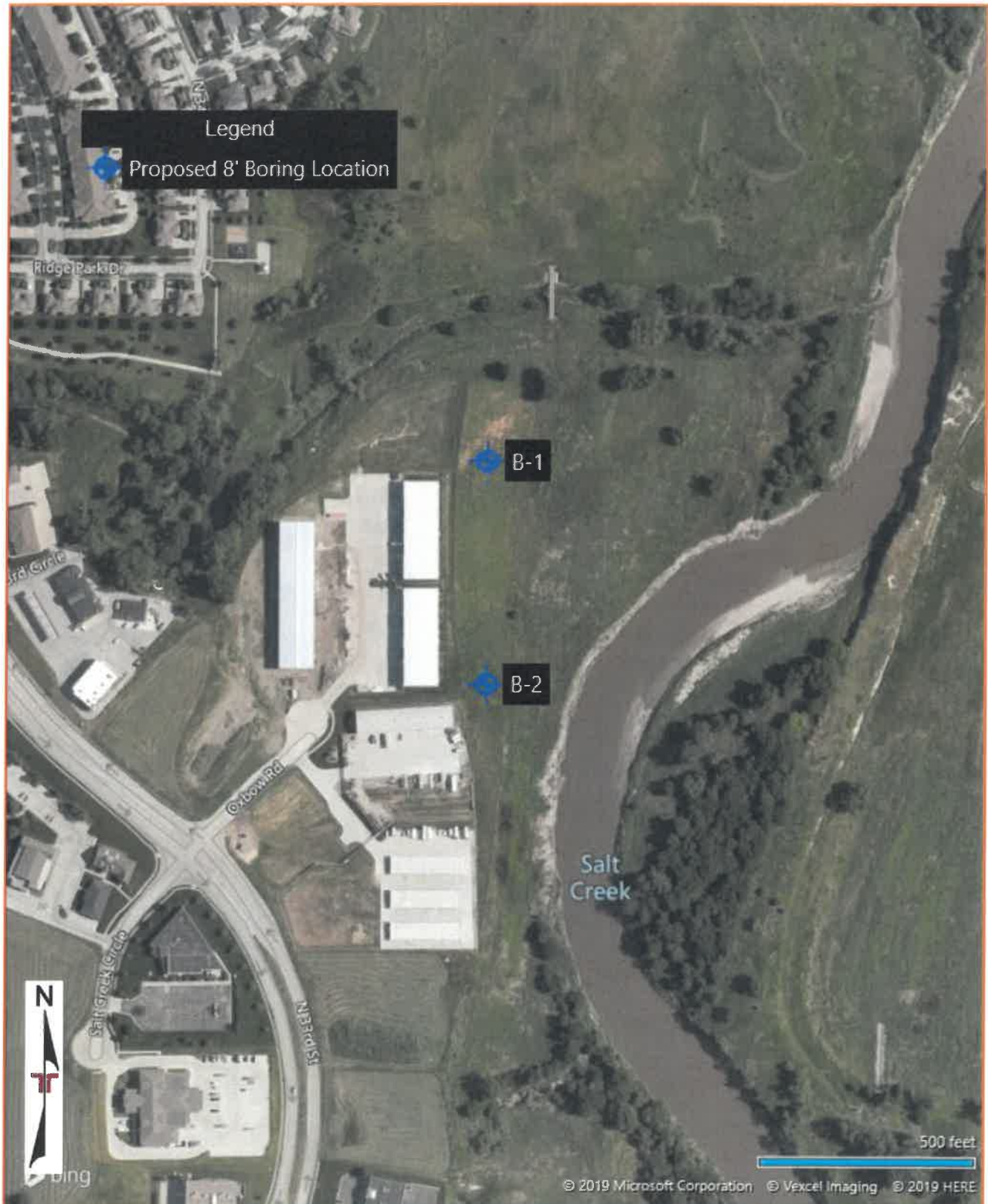


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS
NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED
BY MICROSOFT BING MAPS

EXHIBIT D.2 – SITE LOCATION

Salt Creek Levee Repairs ■ Lincoln, Nebraska

November 13, 2019 ■ Terracon Project No. PA3195110rev

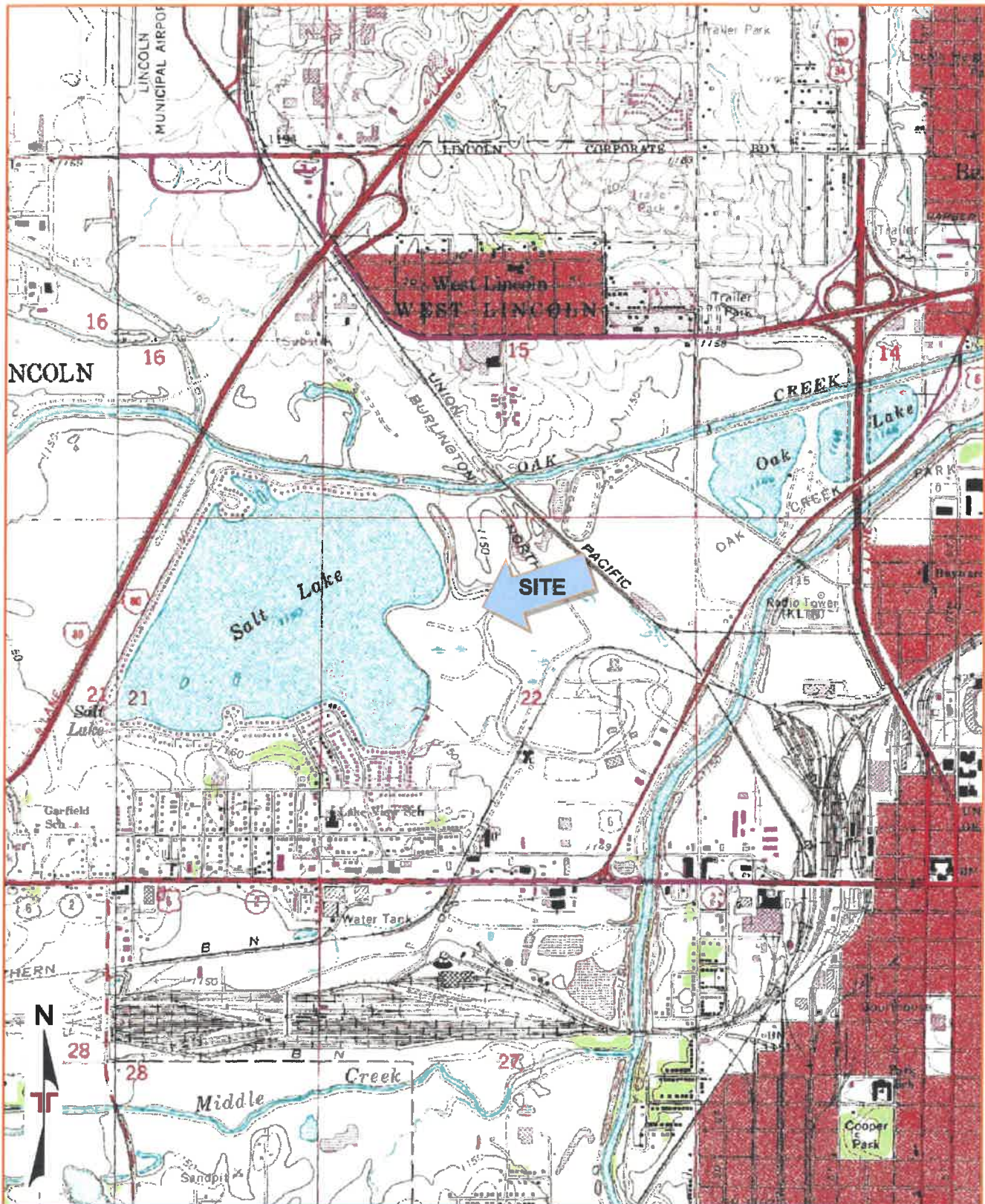


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS
NOT INTENDED FOR CONSTRUCTION PURPOSES

TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGICAL SURVEY
QUADRANGLES INCLUDE: EMERALD, NE (1/1/1978) and LINCOLN, NE (1/1/1980).

EXHIBIT E.2 – ANTICIPATED EXPLORATION PLAN

Salt Creek Levee Borrow Site ■ Lincoln, Nebraska

November 13, 2019 ■ Terracon Project No. PA3195110rev



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS



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

November 8, 2019

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

RE: Amendment Request – Benesch Project #111888.01
Environmental 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 to provide design and geotechnical services for the referenced project.

At this time we propose to amend that contract to include requested additional environmental services as shown in the attached scope of services.

Our current contract amount is \$19,956. The additional work described in attached scope of services is anticipated to require the following contract fee adjustment:

Current Contract Not-to-Exceed Fee	= \$19,956
Additional Environmental Services	= <u>\$7,750</u>
Proposed Amended Contract Not-to-Exceed Fee	= <u>\$27,706</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

Anthony Dirks

Digitally signed by Anthony Dirks
DN: cn=Anthony Dirks, o=Alfred Benesch
& Company, ou=Lincoln Division Manager,
email=adirks@benesch.com, c=US
Date: 2019.11.08 09:18:17 -0600

Anthony Dirks, P.E.
Sr. Vice President

ACCEPTED FOR LOWER PLATTE SOUTH NRD

Paul Zillig, General Manager



Alfred Benesch & Company
14748 W. Center Road, Suite 200
Omaha, NE 68144-2029
www.benesch.com
P 402-333-5792
F 402-333-2248

SCOPE OF SERVICES

Task 1 – Waters of the U.S. Investigation

Benesch will perform the investigation in accordance with the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual, Technical Report Y-87-1 and the 2010 Midwest Regional Supplement to the USACE Wetland Delineation Manual. One location along Salt Creek approximately 200 feet in length will be investigated. On-site field investigation will also be conducted as part of this task. The field investigation will determine if wetlands areas in question have all three jurisdictional wetland parameters: hydrophytic vegetation, hydric soils, and wetland hydrology, and if waterways in question have an Ordinary High Water Mark (OHWM). Drainage patterns and connections to other waterways will also be documented.

Benesch will delineate the WOTUS boundary according to the above referenced USACE delineation manual and USACE guidance on waterway boundaries. Benesch will survey wetland sample points, photo stations and the WOTUS boundary with a Trimble® Geo-XT sub-meter accuracy hand-held GPS unit or equivalent device if waterways have an Ordinary High Water Mark.

Task 2 – Waters of the U.S. Investigation Report

Findings will be documented in a WOTUS Delineation Report that will include the following:

- Discussion of desktop analysis
- Methods of investigation
- Documentation of wetland characteristics on USACE Data Forms
- Digital photographs of investigation area and all delineated WOTUS, including wetlands WOTUS delineation map on currently available aerial photography that shows data points, photo points, and WOTUS boundary.
- Discussion of wetland and waterway areas identified and an opinion of their jurisdictional status.

At the request of the client Benesch will provide ArcGIS shapefiles or CAD files of the wetland delineation map.

Task 3 – 404 Permit Package

Benesch will assist the NRD with a Nationwide permit application including coordination with project engineer to discuss maintenance activities, preparation of a wetland impact map, internal meeting with NRD to discuss impacts, application package preparation and submittal, and a meeting with USACE project manager. All of this information will be organized in a Section 404 permit application package that includes a cover letter describing the project, a 404-permit application (ENG Form 4345), a water of the U.S. impact map, a wetland delineation report, design plans and wetland mitigation plan (if necessary).

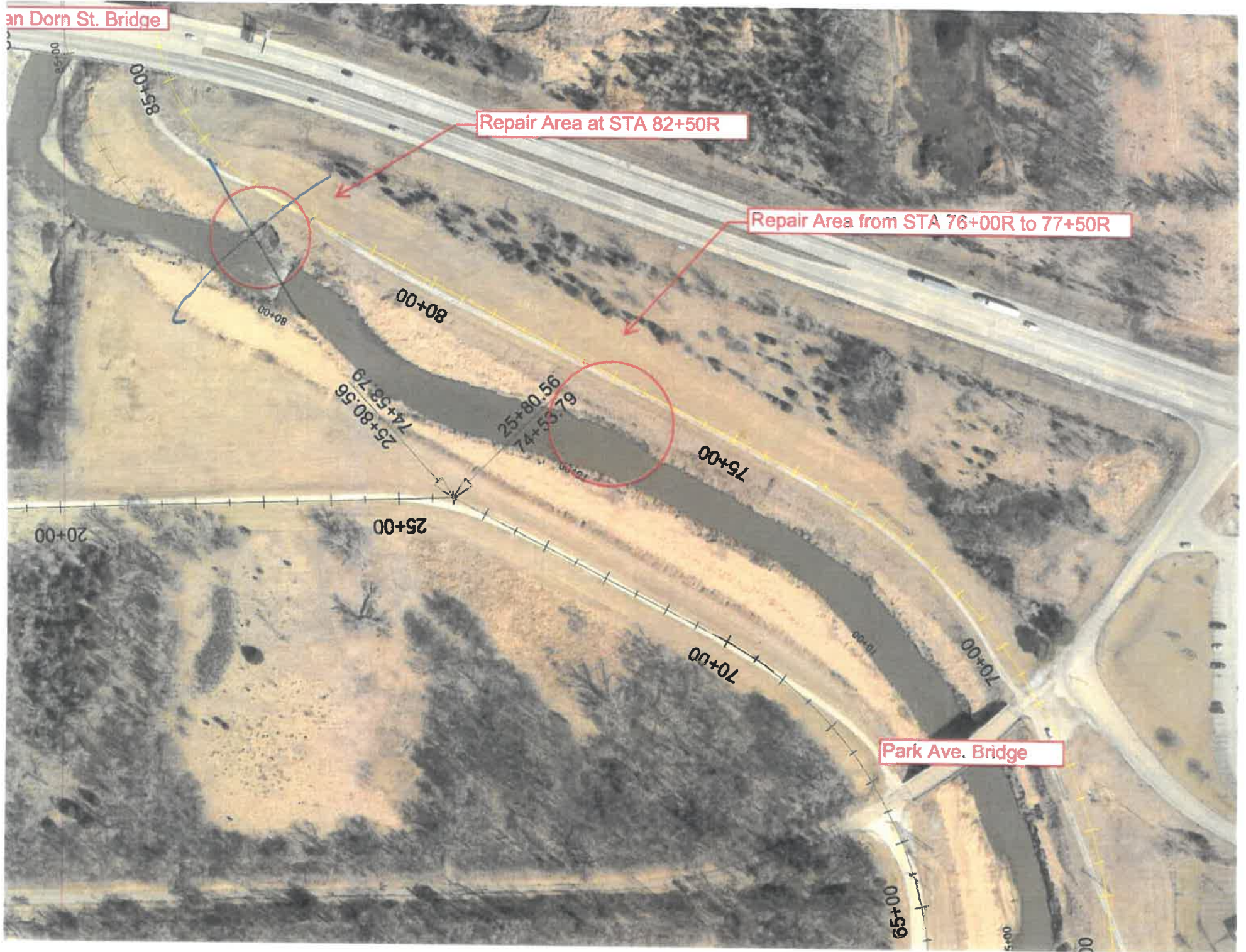
Deliverable – Nationwide Permit Application

an Dorn St. Bridge

Repair Area at STA 82+50R

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

Park Ave. Bridge



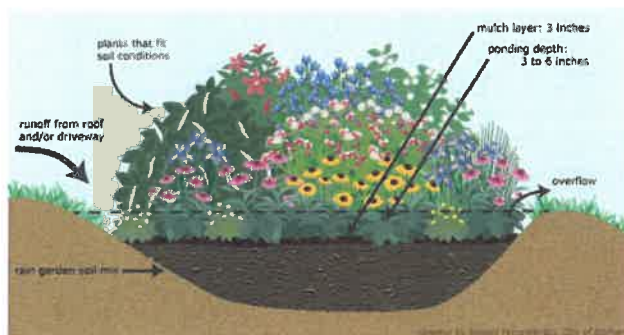
Proposed NRD Rainscaping Program Summary of basics

Proposed NRD Rainscaping Program

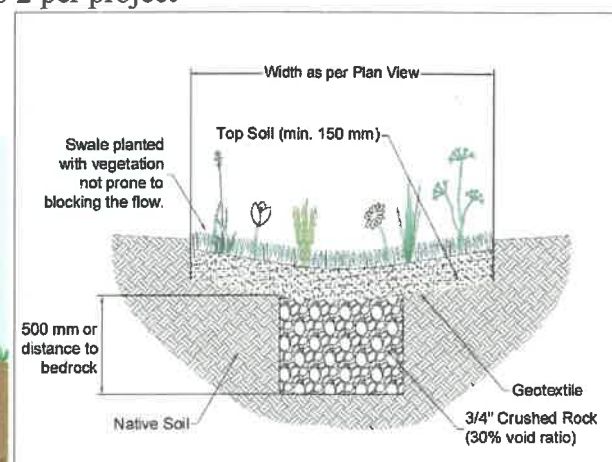
- Purpose: establish a cost-share program for landowners within the District (outside Lincoln) to implement best management practices that will improve water quality of storm runoff
- Proposed title: Rain-Ready Landscapes Program (RRLP)—to distinguish from City of Lincoln Rainscaping Program
- Open to any property within the District but outside the City of Lincoln
 - We already provide funding to the City's program
- Funding amount: 50% cost share, up to \$2,000 per project
- Types of projects:
 - Rain garden
 - Vegetated bioswale
 - Flow-through or infiltration planter/basin
 - Others on a case-by-case basis
 - Rain barrels and trees are eligible components of projects, but not eligible for stand-alone cost share
- No set application period—applications accepted until funding runs out
 - No implementation deadline
- Opportunity to partner with individual communities that wish to take active role in promoting or administering the program

Key differences from Lincoln's Rainscaping Program (besides the name)

- Lincoln's program offers "waterwise" lawns and pavement removal as project options
- Lincoln's program has a set application period (April) and implementation deadline (late October of same calendar year)
- As was true of our old Urban Water Quality Program, Lincoln requires grantees to sign an agreement with the City
 - We will not carry over this requirement
- Lincoln limits tree and rain-barrel add-ons to 2 per project



Rain garden
(image by City of Durham, NC)



Bioswale
(image by City of Charlottetown, PEI, Canada)



The Lower Platte South Natural Resources District is one of 23 districts in the state of Nebraska formed in 1972 for the purpose of managing the state's natural resources, with an emphasis on watershed management. Programs and activities include all areas of natural resource management and development: tree planting, flood protection, wildlife habitat, stream bank stabilization, environmental education, land treatment, water monitoring and many others. The districts are partially funded by property taxes and governed by a board of directors—elected representatives who serve four-year terms. The NRD system is local government working to protect local natural resources. The Lower Platte South NRD includes nearly all of Lancaster and Cass counties and parts of Seward, Saunders, Otoe, and Butler counties.



LOWER PLATTE SOUTH
natural resources district

**Lower Platte South NRD • 3125 Portia Street
PO Box 83581 • Lincoln, Nebraska 68501-3581
Phone: (402) 476-2729 • Fax: (402) 476-6454**

Contact: Tracy Zayac, Stormwater/Watershed Specialist. The Lower Platte South NRD is an Equal Opportunity Provider and Employer

COMMUNITY ASSISTANCE PROGRAM



LOWER PLATTE SOUTH
natural resources district



www.lpsnrd.org

PURPOSE

The Community Assistance Program (CAP) provides up to 50% cost-share assistance to support communities and homeowners associations as they address natural-resources concerns, such as drainage, stormwater, and streambank erosion.



ELIGIBLE PROJECTS

CAP funds may be used for such projects as improving stormwater or drainage, including studies to identify potential solutions; repairing storm erosion damage to public trails; stabilizing stream channels; etc. Cities and villages, as well as private homeowners associations, may apply for funding. Association projects should be located on lands that serve a public good, e.g., common areas, stormwater detention areas, though the Board may consider exceptions. Cost-share is available for project design and construction phases. Maintenance of completed projects is solely the responsibility of the applicant and is not eligible for cost-share.

PROCESS

1. Contact the NRD to discuss your project.
2. Send a letter requesting funding assistance for your project to the NRD.
3. The District's Urban Subcommittee considers the request and makes a recommendation to the Board of Directors.
4. The Board votes on the cost-share request at a regular Board meeting.
5. The NRD notifies you of the Board's decision, including the funding amount that the NRD has approved.



HOW TO APPLY

Send a letter requesting CAP funding to the NRD office. Be sure to include each of these items:

- Project description, stating both the problem you want to solve and the proposed solution
- A map and, if available, photos of the project area
- Project scope and schedule of costs developed by your engineer or consulting firm
- Total project cost and the amount of funding you are requesting from the NRD
- Expected project timeline

FAQs

Q: Can we use other funding assistance, in addition to our money and the NRD's share?

A: Yes. The NRD will cost-share up to 50% of the portion of the project that you are paying yourself. For example, if you receive a grant that covers 33% of the project cost, and you pay 33%, then the NRD would cost-share the remaining 33% of the total cost.

Q: How do we receive our NRD funds?

A: The NRD will reimburse you, up to the approved cost-share amount, once the project is complete. You will submit a letter requesting reimbursement and documentation of actual costs paid for the project, which we will use to verify the amount we pay to you.

Q: What if our project is delayed?

A: Weather and other circumstances can sometimes delay project completion, so the NRD does not set a deadline for completing a CAP-funded project. NRD staff will check in with you periodically for status updates on your project, so that we can keep our Board informed of CAP project progress.

Q: What if the project ends up costing more than we thought when we applied for CAP cost-share?

A: Notify the NRD as soon as possible of the increased costs, and request an amendment to the approved cost-share for up to 50% of the increase.

Q: I am a private homeowner, and I have a problem with creek bank erosion in my backyard. Can I get CAP assistance?

A: No. The Community Assistance Program is designated for cities, villages, and homeowners association, but the NRD may be able to help you identify other funding solutions for your situation. Contact our office to tell us more about your project.