



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: August 15, 2022
To: Urban Subcommittee
From: Mark Lindemann, District Engineer
Subject: Urban Subcommittee Meeting Minutes – August 2022

The Urban Subcommittee met at 5:30pm at the NRD's large conference room, on Monday, August 15, 2022. Subcommittee members participating included Tom Green- committee chair, Gary Aldridge, David Landis, Lisa Lewis, Larry Ruth, Ray Stevens, and John Yoakum (Ruth and Landis arrived after agenda item 12a was voted on). Others participating included Board Chair Deb Eagan; NRD staff Paul Zillig, David Potter, Al Langdale, and Mark Lindemann. Kevin Kruse with JEO Consulting Group, Inc. was also in attendance. Director Green called the meeting to order at 5:35pm. There were four items the Subcommittee took action on, that are described below. A quorum was present for the meeting.

Chair Green opened the meeting and welcomed those in attendance. Roll call was taken. Chair Green then asked staff to report on the first agenda item.

12a. Consideration to approve an amendment to an existing easement with Waterford Estates for a Permanent Flood Pool Easement and Temporary Access Easement. [ACTION] – Zillig provided background the permanent flood pool easement created as a result of the dam built at Waterford Estates several years ago and referred to the location map provided in the background memo. Through the observations made during a City permit review of Waterford Estates, it was discovered that a portion of the 500-year flood pool was not included in the NRD's final easement. As a result, an amendment was drafted to add 0.24 acres of property to the NRD's permanent flood pool easement.

It was moved by Stevens, seconded by Yoakum, and unanimously approved by the Subcommittee* to recommend that the Board of Directors approve the Fourth Amendment to the Final Permanent Easement and Temporary Access Easement to add 0.24 acres to the NRD's Permanent Easement.

12b. Consideration of a Professional Services Agreement with JEO Consulting Group to prepare the 2023 Salt Creek Levee SWIF Biennial Update Report. [ACTION] – Lindemann discussed that the Salt Creek Levee is part of the U.S. Army Corps of Engineer's (USACE) System Wide Improvement Framework (SWIF), and the NRD works with the USACE to correct levee deficiencies provided from USACE's annual inspections. Per SWIF requirements, a Biennial SWIF Update Report Update on the Salt Creek Levee System is provided to the USACE to remain eligible in the P.L. 84-99 rehab program. The Biennial SWIF Update reports progress to the USACE on improvements made, changes in levee condition, schedule,

funding, permitting process, and any other changes to critical USACE inspection items. JEO Consulting Group, Inc. has provided a proposal to prepare the Biennial SWIF Update Report (submittal to USACE by May 31, 2023), at a cost not to exceed \$28,280. It was mentioned that JEO completed the original SWIF Report, and has prepared previous Biennial SWIF Reports for the NRD and continues to provide engineering services for on-going projects related to the SWIF.

It was moved by Stevens, seconded by Lewis, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the Professional Services Agreement with JEO Consulting Group for the 2023 Biennial SWIF Update Report, in an amount not to exceed \$28,280.

12c. Consideration of a Professional Services Agreement with JEO Consulting Group for the Salt Creek Levee Pipe Removal Project – near UNL’s Innovation Campus (STA 298+30 R). [ACTION] – Langdale reported that this project near the new UNL track facility and involves an 18” storm drain and water line located within Salt Creek Levee project R.O.W. These utilities were abandoned when the State Fair moved locations. The drainage pipe within Salt Creek Levee that was labeled as an unauthorized encroachment in previous USACE inspections. The drainage pipe and water line has been already removed by UNL within their property. JEO has provided an engineering proposal for the design, bid, construction administration, and as-built drawings. The total cost is not to exceed \$38,035.

It was moved by Ruth, seconded by Yoakum, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the Professional Services Agreement with JEO Consulting Group, in an amount not to exceed \$38,035 for engineering services on the Salt Creek Levee Pipe Removal Project near UNL’s Innovation Campus (STA 289+30 R).

12d. Consideration to approve an Agreement with Ronald and Iveta Wilson for a temporary easement for construction access and staging- Antelope Creek 40th to Scott Avenue Project. [ACTION] Zillig reported on the progress of the Antelope Creek repair project from 40th to Scott Street and the need for temporary construction access and staging area for the contractor. With the forethought that proper access will aid construction progress and help keep bids reasonable, Olsson (the engineer for the project) had reached out to neighboring project property owners for interest in providing construction access. The owners of the Wilson property have agreed to allow use of their property for temporary construction access in exchange for the demolition of the existing house and shed, grading, and light pole relocation. The site would also be seeded after completion of the Antelope Creek project. The agreement is expected to be signed by Ronald and Iveta Wilson in the morning of Tuesday the 16th of August. The demo work, light pole relocation and grading will be completed prior to the project construction beginning.

It was moved by Landis, seconded by Stevens, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the Agreement with Ronald and Iveta Wilson for a temporary easement for construction access and staging- Antelope Creek 40th to Scott Avenue Project, pending legal review of descriptions.

*A motion was made by Landis to reconsider action item 12a (Waterford Estates amendment for an additional 0.24 acres of permanent flood pool easement) to review and vote with all subcommittee members present, as he and Ruth arrived after the initial vote. It was agreed to reconsider motion item 12a, and after discussing the points of the amended easement with Waterford Estates, motion 12a was

re-read and voted on in agreement unanimously to recommend that the Board of Directors approve the Fourth Amendment to the Final Permanent Easement and Temporary Access Easement to add 0.24 acres to the NRD's Permanent Easement.

Other: Directors discussed ideas on potential tours of the District with having a chance to see an audio-visual presentation of the topic to provide a background prior to visiting locations in the field. An example could be reviewing photos of Salt Creek flooding, or a drone video and then visiting various locations in the field.

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

ML/ml



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Memorandum

Date: August 11, 2022
To: Urban Subcommittee
From: Mark Lindemann, District Engineer
Subject: Urban Subcommittee Background Information – August 2022

The Urban Subcommittee will be meeting on Monday, August 15, 2022, at the NRD Office, at 5:30 pm to review, discuss and take action on several items. The following summarizes the items to take action on at the meeting. Please find the attached background information on these items; the red letters shown on the upper right of the attachments help denote which item below they relate to.

12a. Consideration to approve an amendment to an existing easement with Waterford Estates for a Permanent Flood Pool Easement and Temporary Access Easement. [ACTION] – During site development review of Waterford Estates, it was discovered that a portion of the 500-year flood pool was not included in NRD’s final easement. This amendment adds 0.24 acres of property to NRD’s permanent flood pool easement. See attached Fourth Amendment to the Final Permanent Easement and Temporary Access Easement.

The Subcommittee will consider a motion to recommend to the Board of Directors approve the Fourth Amendment to the Final Permanent Easement and Temporary Access Easement to add 0.24 acres to the NRD’s Permanent Easement.

12b. Consideration of a Professional Services Agreement with JEO Consulting Group to prepare the 2023 Salt Creek Levee SWIF Biennial Update Report. [ACTION] – The NRD is the local sponsor of the Salt Creek Levee system in Lincoln, originally constructed by the U.S. Army Corps of Engineers (USACE). The USACE performs annual inspections and identifies deficiencies which determines the levee sponsor’s continued eligibility in the Public Law (P.L.) 84-99 Rehabilitation Program, which gives the USACE authority to provide assistance to local sponsors for repair of flood control projects damaged by a flood. The correction of several deficiencies to maintain eligible for the PL 84-99 Program has been coordinated with USACE through the System Wide Improvement Framework (SWIF) Plan, which was accepted by the USACE on May 16, 2016.

The NRD is required to update the SWIF Plan every two years and submit a request for an additional two years of P.L. 84-99 eligibility. As part of the Biennial SWIF Update, the NRD is required to report progress to the Omaha District Commander at USACE to demonstrate improvement accomplishments, report any changes in levee condition, progress, schedule, funding, permitting process, and any changes to critical USACE inspection items.

JEO has previously completed the original SWIF report, Biennial Updates, and on-going work related to the SWIF. NRD staff has worked to negotiate a contract with JEO to prepare the 2023 Biennial SWIF Update Report, at a cost not to exceed \$28,280. Attached is the Professional Services Agreement for JEO dated August 11, 2022, to perform this work.

The Subcommittee will consider a recommendation that the Board of Directors approve the Professional Services Agreement with JEO Consulting Group for the 2023 Biennial SWIF Update Report, in an amount not to exceed \$28,280.

12c. Consideration of a Professional Services Agreement with JEO Consulting Group for the Salt Creek Levee Pipe Removal Project – near UNL’s Innovation Campus (STA 298+30 R). [ACTION] – The Salt Creek levee Pipe Removal Project, is a proposed project to remove a stormwater pipe and an abandoned water main near UNL’s Innovation Campus at 14th Street. The pipe was identified as an “unauthorized encroachment” to the levee in the 2020 USACE Salt Creek Levee Inspections, and it is listed in the District’s SWIF (System Wide Improvement Framework) Plan as an item to address.

NRD staff contacted JEO, who has completed similar projects along Salt Creek Levee, to provide a proposal for professional services to design, bid, assist in the construction phase, and provide as-built drawings upon project completion, at a cost not to exceed \$38,035. See attached Agreement from JEO dated August 11, 2022.

The Subcommittee will consider a motion to recommend that the Board of Directors approve the Professional Services Agreement with JEO Consulting Group, in an amount not to exceed \$38,035 for engineering services on the Salt Creek Levee Pipe Removal Project near UNL’s Innovation Campus (STA 289+30 R).

12d. Consideration to approve an agreement with Ronald and Iveta Wilson for a temporary easement for construction access and staging- Antelope Creek 40th to Scott Avenue Project. [ACTION] – The Antelope Creek 40th Street to Scott Avenue project is nearing the bidding phase. Discussions with Olsson’s construction management staff for the project have indicated that the project’s limited access and no nearby staging areas will increase contractor bids. As a result, Olsson reached out to neighboring property owners to determine if there was interest in providing construction access. The Wilson’s, owners of a property adjacent to the project (see enclosed aerial photo of project and Wilson property location) have expressed interest in providing construction access and staging for the project. The temporary construction easement (attached) provides contractor access and a staging area during construction in exchange for the demolition of the existing home and shed on the property, grading and re-seeding, and light pole removal or relocation. This work would be done as part of the construction project contract.

If the proposed draft for the temporary construction easement is signed by the Wilson’s, the Board will need to be prepared to take action.

Enclosures;

cc: Steve Seglin
Corey Wasserburger
Deb Eagan

*** NOTICE ***

This diagram is not filed with the easements at the Register of Deeds. The NRD has generated this diagram to show the locations based on the legal descriptions provided in the easements.



Stevens Creek Waterford Dam Easement Areas



After Recording Return To:
Seacrest & Kalkowski, PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508

**FOURTH AMENDMENT TO THE
FINAL PERMANENT EASEMENT
AND TEMPORARY ACCESS EASEMENT**

This Fourth Amendment to the Final Permanent Easement and Temporary Access Easement (the "Amendment") is made and entered into as of this ____ day of _____, 2022, by and between Waterford Estates, LLC, a Nebraska limited liability company ("Grantor") and Lower Platte South Natural Resources District, a political subdivision ("District").

RECITALS

1. On June 10, 2008, Grantor granted the District a Final Permanent Easement and Temporary Access Easement, which was filed of record with the Lancaster County Register of Deeds as Instrument No. 2008027426, which was amended by the Amendment to the Final Permanent Easement and Temporary Access Easement, which was filed of record with the Lancaster County Register of Deeds as Instrument No. 2012057372, the Second Amendment to the Final Permanent Easement and Temporary Access Easement, which was filed of record with the Lancaster County Register of Deeds as Instrument No. 2013023469, and the Third Amendment to the Final Permanent Easement and Temporary Access Easement, which was filed of record with the Lancaster County Register of Deeds as Instrument No. 2019003464 (collectively "Final Easement"); and

2. The Final Easement and this Amendment are collectively referred to hereinafter as the "Easement". Capitalized terms not defined herein shall have the meaning defined in the Final Easement.

3. The parties desire to expand the Easement with the inclusion of additional property.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The Property included within the Easement is hereby amended to include the real property legally described and shown on Exhibit "A-5", which is attached here and incorporated herein by this reference ("Additional NRD Easement Area"). The Additional NRD Easement Area shall be subject to all of the terms and conditions of the Final Easement.

2. To the extent the terms of this Amendment are inconsistent or conflict with the terms of the Final Easement, the terms of this Amendment shall control. All other terms, covenants, and conditions of the Final Easement, except to the extent the same have been modified or amended hereby, shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantor and District have executed this Amendment on the ____ day of _____, 2022.

“GRANTOR”

WATERFORD ESTATES, LLC, a Nebraska limited liability company

By: JB/TW PROPERTIES, INC., a Nebraska corporation, Manager

By: _____
Thomas E. White
President of Development

By: _____
John C. Brager
President of Construction

By: SOUTHVIEW, INC., a Nebraska corporation, Manager

By: _____
Thomas G. Schleich, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this ____ day of _____, 2022, by Thomas E. White, President of Development of JB/TW Properties, Inc., a Nebraska corporation, Manager of **Waterford Estates, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this ____ day of _____, 2022, by John C. Brager, President of Construction of JB/TW Properties, Inc., a Nebraska corporation, Manager of **Waterford Estates, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this ____ day of _____, 2022, by Thomas G. Schleich, President of Southview, Inc., a Nebraska corporation, Manager of **Waterford Estates, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

Notary Public

“DISTRICT”

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

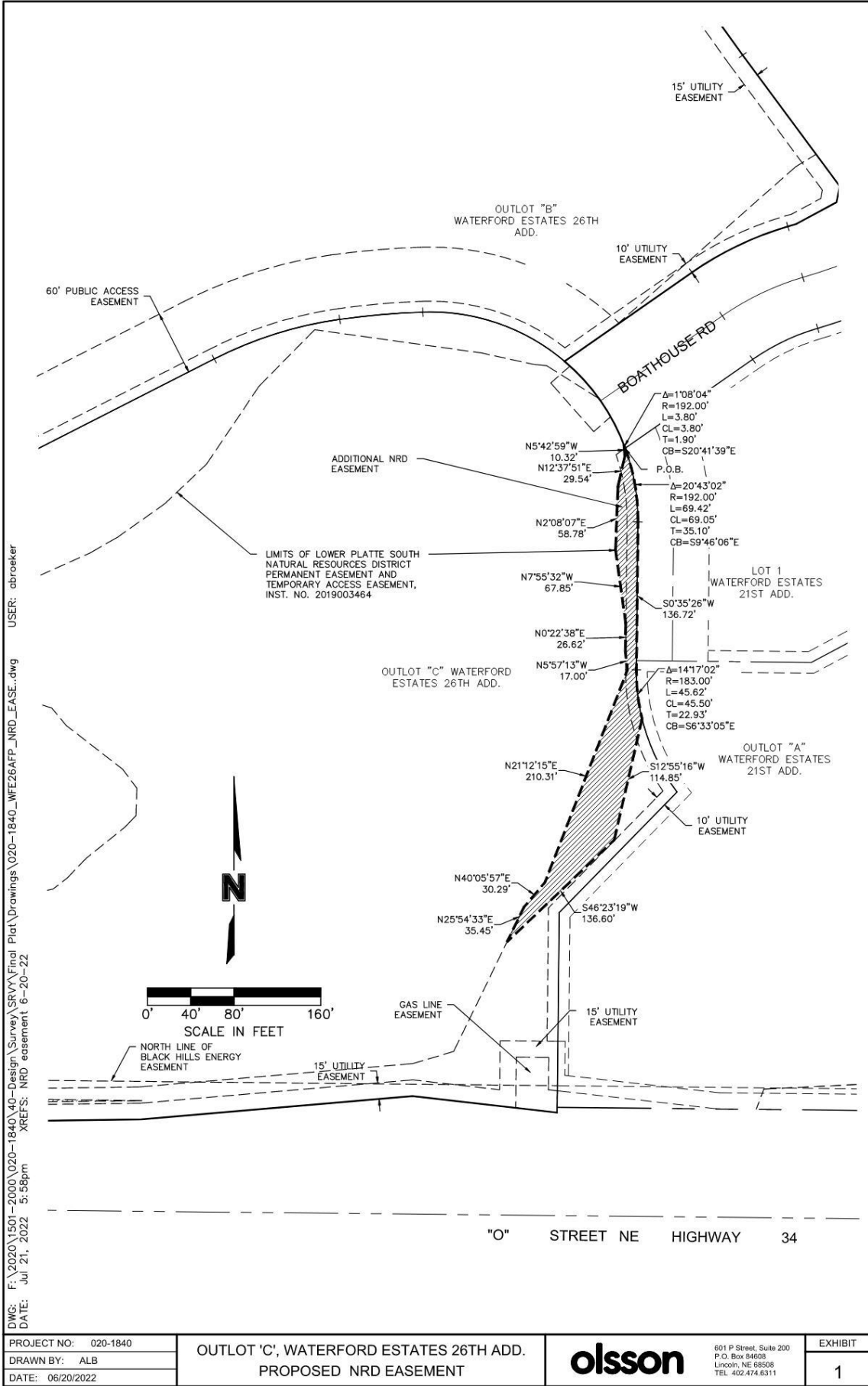
By: _____
Paul Zillig, General Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this ____ day of _____, 2022, by Paul Zillig, General Manager of **Lower Platte South Natural Resources District**, a political subdivision of the State of Nebraska, on behalf of the political subdivision.

Notary Public

EXHIBIT "A-5"





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

THIS IS AN AGREEMENT effective as of August 17, 2022 ("Effective Date") between Lower Platte South Natural Resources District ("Owner") and JEO Consulting Group, Inc. ("Engineer").

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

2023 Biennial Salt Creek Levee SWIF Update ("Project").

JEO Project Number: 221465.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

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

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The hourly not-to-exceed fee for the Project is: \$28,280
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

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

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

Owner: Lower Platte South NRD

Engineer: JEO Consulting Group, Inc.



By: _____

By: Ross Lawrence

Title: _____

Title: Project Manager

Date Signed: _____

Date Signed: 08-11-2022

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc.

1937 N Chestnut Street

Wahoo, NE 68066

Scope of Services
2023 Biennial Salt Creek Levee SWIF Update
JEO Project No. 221465.00

Project Background:

The Lower Platte South Natural Resources District (LPSNRD) is the local sponsor of the Salt Creek Flood Risk Reduction Project (FRRP) in Lincoln, NE, originally constructed by the U.S. Army Corps of Engineers (USACE). The USACE performs annual inspections and provides findings to the levee sponsor. It is the levee sponsor's responsibility to resolve any operation and maintenance deficiencies identified during the inspections. Critical deficiencies and their rectification are coordinated more closely with the USACE and certain inspection items determine the levee sponsor's continued eligibility in the Public Law (P.L.) 84-99 Rehabilitation Program. These inspection items are identified in the "Interim Policy for Determining Eligibility Status of Flood Risk Management Projects for the Rehabilitation Program Pursuant to P.L. 84-99" (2014). Rectification of multiple deficiencies while maintaining conditional eligibility in the P.L. 84-99 Rehabilitation Program can be coordinated with the USACE through a System-Wide Improvement Framework (SWIF) Plan. The LPSNRD developed and submitted a SWIF Plan in December 2016, which was subsequently accepted by the USACE with an anniversary date of 31 May. The LPSNRD is actively executing the SWIF plan and rectifying deficiencies.

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

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

- 31 May 2017 – SWIF Implementation
- May 2018 – Annual Progress Report
- May 2019 – SWIF Biennial Update (including Progress Report)
- May 2020 – Annual Progress Report
- May 2021 – SWIF Biennial Update (including Progress Report)
- May 2022 – Annual Progress Report
- **31 May 2023 – SWIF Biennial Update Due to USACE (current effort)**

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

Scope of Work:

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

1 – Biennial SWIF Plan Update

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

1.1 – SWIF Team Meetings and Project Management

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

1.2 – Update SWIF Plan

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

Meetings:

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

Task Deliverables:

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

Key Understandings/Assumptions:

- Meetings will be attended by the Project Manager and/or lead Project Engineer. Additional team members may attend as necessary. Local coordination meetings will be hosted in Lincoln and/or virtually and USACE meetings will be hosted virtually. The number of meetings have been estimated to achieve the overall project goal; as more details of the project are coordinated during execution any additional needs will be coordinated with the Owner.
- Updates will be related to content only; SWIF Plan format will not change.
- The prior SWIF planning phase included accompanying technical assessments that supported the technical and cost rectification components of each deficiency. The current scope does not include technical assessments or preliminary engineering for new U-rated items or items in the current SWIF Plan that have appreciably changed. Findings from the prior technical assessments will be extrapolated, as necessary, along with engineering judgment to develop conceptual improvements and costs for use in the SWIF update. If additional engineering services are needed to support project planning, they will be coordinated with the LSPNRD with an amendment developed, if necessary.
- The cutoff for new USACE inspections to become available to provide enough time for review and inclusion in the update will be 15 February 2023.

Project Fee:

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

1 – Biennial SWIF Plan Update

1.1 – SWIF Team Meetings and Project Management.....	\$5,040
1.2 – Update SWIF Plan.....	\$23,240
	<u>Project Total</u> <u>\$28,280</u>

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

Project Schedule:

Final SWIF Plan must be submitted to USACE on or before May 31, 2023. Project milestones will be provided at regular progress meetings.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

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

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

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

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

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

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

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

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

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

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

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

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

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



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

12c

THIS IS AN AGREEMENT effective as of August 17, 2022 ("Effective Date") between Lower Platte South Natural Resources District ("Owner") and JEO Consulting Group, Inc. ("Engineer").

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

Pipe Removal at STA 289+30R ("Project").

JEO Project Number: 221467.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

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

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The hourly not-to-exceed fee for the Project is: \$38,035
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions


4.02 Total Agreement

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

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

Owner: Lower Platte South NRD

Engineer: JEO Consulting Group, Inc.



By: _____

By: Ross Lawrence

Title: _____

Title: Project Manager

Date Signed: _____

Date Signed: 08-11-2022

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc.

1937 N Chestnut Street

Wahoo, NE 68066

Scope of Services
Lower Platte South NRD – Pipe Removal at STA 289+30R
JEO Project No. 221467.00

Project Understanding:

JEO proposes to provide engineering services to assist the Lower Platte South NRD (Owner) with design, permitting, and construction services for removal of one (1) existing stormwater drainage structure and one (1) existing water main along Salt Creek near 14th Street in Lincoln, NE. The existing drainage structure consists of an approximately 200 foot long, unknown size, concrete pipe that drains into Salt Creek. The existing water main consists of an approximately 300 foot long, unknown size, ductile iron pipe. The existing stormwater drainage structure and water main are unauthorized encroachments in the 2020 U.S. Army Corps of Engineers (USACE) Continuing Eligibility Inspection (CEI) and included in the System Wide Improvement Framework (SWIF) for resolution. Both structures are not in service and are desired to be removed from the Salt Creek Levee project right-of-way (ROW).

The attached map shows the structure locations. Design drawings and specifications will be sealed and signed by a professional engineer. JEO has existing topographic data from previous system-wide projects that will be utilized to save the Owner time and money. The existing data will be reviewed against current site conditions and supplemented with limited topographic survey necessary for the project.

Scope of Services:

JEO proposes to provide the following Scope of Services

Task 1 – Project Management, Survey, and Design

1.1 – Project Management

- Perform routine project management tasks
- Prepare and update a project schedule
- Prepare progress reports
- Communicate with Owner’s representative to collaborate and collect data and key input, outside of formal meetings

1.2 – Topographic Survey

- Supplement previously collected survey information with limited topographic field survey to collect elevation and location of the landscape and drainage feature data necessary to design improvements and develop construction quantities
- Request a utility locate and survey underground utilities that are marked in the field by others
- Topographic survey field work and drafting is limited to a total of 20 hours. If determined that additional survey is needed or desired, JEO will review with the NRD to determine next steps.

Exhibit A

- Limited property boundary information is available from the previous efforts in this area and will be used as appropriate. Additional property boundary survey, research, easements, etc. is not included.

1.3 – Design

- Prepare engineering design drawings. Drawings are anticipated to include:
 - o Topographic survey information
 - o Existing site plan
 - o Demolition and removals
 - o Survey control
 - o Details
 - o Seeding and erosion control
- Develop 60% design drawings and opinion of cost
- Submit 60% design documents to owner for review and meet with Owner's representative at the project site to review 60% draft design documents
- Incorporate 60% review comments into development of 95% design drawings, specifications complete with bidding and contract documents and opinion of cost
- Submit 95% design documents to owner for review
- Incorporate 95% review comments and internal QA/QC into development of final documents (drawings, specifications, opinion of cost, and contract documents) signed and sealed by a professional engineer registered in the State of Nebraska.

Meetings:

- Attend one (1) plan in hand site meeting to review 60% design documents

Task Deliverables:

- Project schedule
- Project invoices
- Meeting support material
- Draft (60%) design drawings and cost opinion
- Draft (95%) design drawings, specifications, and cost opinion
- Final design drawings, specifications, and cost opinion

Key Understandings/Assumptions:

- Project invoices will be provided monthly
- Geotechnical exploration/testing is not included
- Modifications to existing facilities will be limited to the demolition and removal of the existing stormwater drainage structure and the existing out of service water main and reconstruction of the levee embankment (earthwork). The only proposed features are earthwork, aggregate surfacing, and seeding/erosion control.
- Design, specifications, and bid documents will be for one bid package
- The project is on UNL Board of Regents owned property. It is understood that the NRD will fully coordinate access/easement with UNL.

Task 2 – Permitting

2.1 – Floodplain

- JEO will prepare a floodplain development permit application and the necessary supporting information and will submit to the City of Lincoln/Lancaster County Building & Safety Department
- A portion of the project improvements may be within a regulatory floodway and, if so, will require a 'no-rise certification'

Meetings:

- None

Task Deliverables:

- Floodplain development permit application

Key Understandings/Assumptions:

- Owner will be responsible for all permit fees
- It will not be necessary to prepare a hydraulic model to obtain a floodplain permit
- Pipe capacity, flow calculations, and ponding areas are not anticipated to be necessary
- Disturbed area will be less than 1.0 acre and therefore National Pollution Elimination System (NPDES) permitting will not be required
- A City of Lincoln Right-of-Way Permit will not be required
- Wetland delineation and USACE Section 404 permitting is not included
- USACE Section 408 permitting is not included

Task 3 – Construction Services

3.1 – Bidding and Advertising

- Assist the Owner in advertising and letting the project
- Prepare bidding documents and facilitate delivery to prospective bidders
- Prepare forms for contract documents including proposals, advertisements for bids, construction contracts, and payment and performance bonds as required (subject to approval by Owner)
- Respond to questions from potential bidders
- Attend bid letting; attended by JEO Project Manager or Project Engineer

3.2 – Construction Administration and Resident Project Representative (RPR)

- JEO will provide part-time RPR services to observe construction of the project. RPR services include:
 - o Facilitate a pre-construction meeting
 - o Review of the contractor's work for general compliance with the plans and specifications
 - o Review, coordinate, and document construction progress

Exhibit A

- Complete field reports and collect photographs to document the work
- RPR is limited to a total of 20 hrs. JEO will review this limitation with the NRD following the bidding and negotiation phase to determine if an adjustment is necessary.
- JEO will provide construction administration services including:
 - Contractor and NRD coordination
 - Review of shop drawings and material certifications
 - Review of material testing results
 - Review of payment requests
 - Processing change orders, if needed
 - Develop punch list
 - Project close-out and substantial completion documentation
 - Administration is limited to a total of 10 hrs. JEO will review this limitation with the NRD following the bidding and negotiation phase to determine if an adjustment is necessary.

3.3 – Survey Staking

- JEO will provide construction staking to establish reference points and the general layout of the work
- Staking of the proposed improvements will be completed during one trip

3.4 – Post Construction

- JEO will assist the Owner during the 12-month warranty period with questions and coordination with the Contractor for warranty period correction items
- Issue 11-month warranty letter to the Owner and Contractor. Conduct field reviews of the project should a field inspection be necessary.
- Issue a warranty period correction letter to the Contractor for warranty repair items, if necessary
- Post Construction efforts are limited to 4 hours of Senior Engineer time. JEO will review with the NRD during the construction phase to determine if adjustments are needed.

Meetings:

- Bid letting
- Pre-construction meeting
- Routine on-site meetings with the Contractor and Owner during construction
- One (1) punch list walk-through with Contractor and Owner
- One (1) final walk-through with the Contractor and Owner when construction is complete
- One (1) post-construction warranty inspection within 12 months of construction completion

Task Deliverables:

- Bid documents
- Bid recommendation
- Pre-Construction meeting agenda and notes
- Reviewed shop drawings
- Reviewed payment requests
- Change orders, if necessary
- Construction photos

Exhibit A

- Punch list
- Certificate of Substantial Completion
- Record drawings

Key Understandings/Assumptions:

- There will be one bid package
- Assumes RPR and Construction Administration (Task 3.2) will be limited to 30 total hours
- Assumes Post Construction (Task 3.4) will be limited to 4 total hours
- Material testing and coordination, if needed, is the responsibility of the Contractor
- Board meeting attendance and/or progress updates are not included but can be added if desired
- If construction duration exceeds the anticipated schedule or additional oversight is needed, an amendment to the contract may be required and will be coordinated with the Owner

Project Fee

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

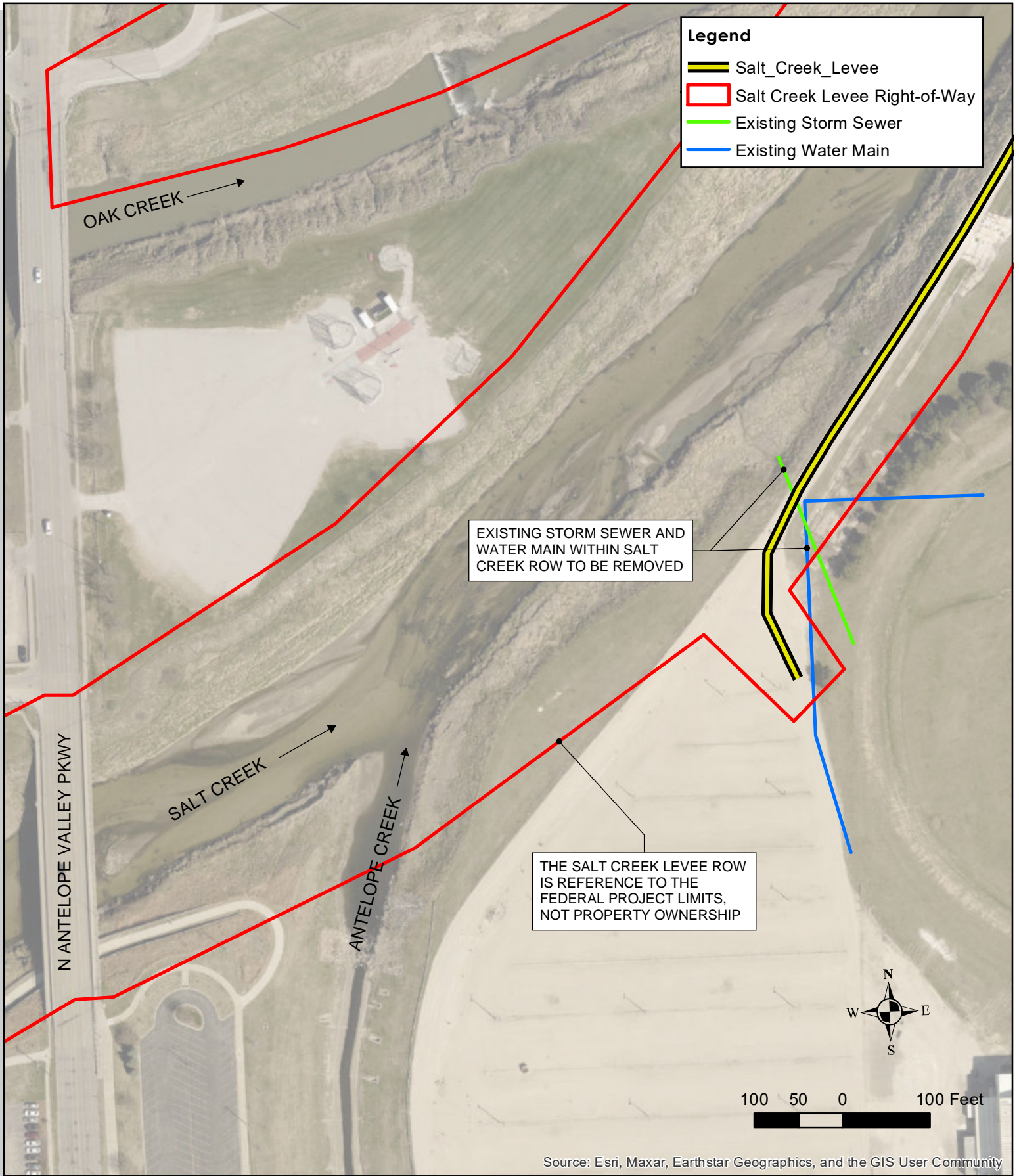
Task 1 – Project Management, Survey, & Design.....	\$27,115
Task 2 – Permitting.....	\$1,655
Task 3 – Construction Services.....	\$9,265

Project Total \$38,035

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

Project Schedule

The design and permitting tasks are expected to take approximately three (3) months upon receipt of Notice to Proceed. The Construction Services tasks are expected to take approximately two (2) months from bidding advertisement. Project duration in excess of the expected timeframes (beyond control of JEO) may require an amendment to the Scope of Services.



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Created By: REL
 Date: 08/09/2022
 Revised:
 Software: ArcGIS 10.8.1
 File: 221467.00

Pipe Removal at STA 289+30R

Lincoln, NE



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

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

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

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

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

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

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

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

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

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

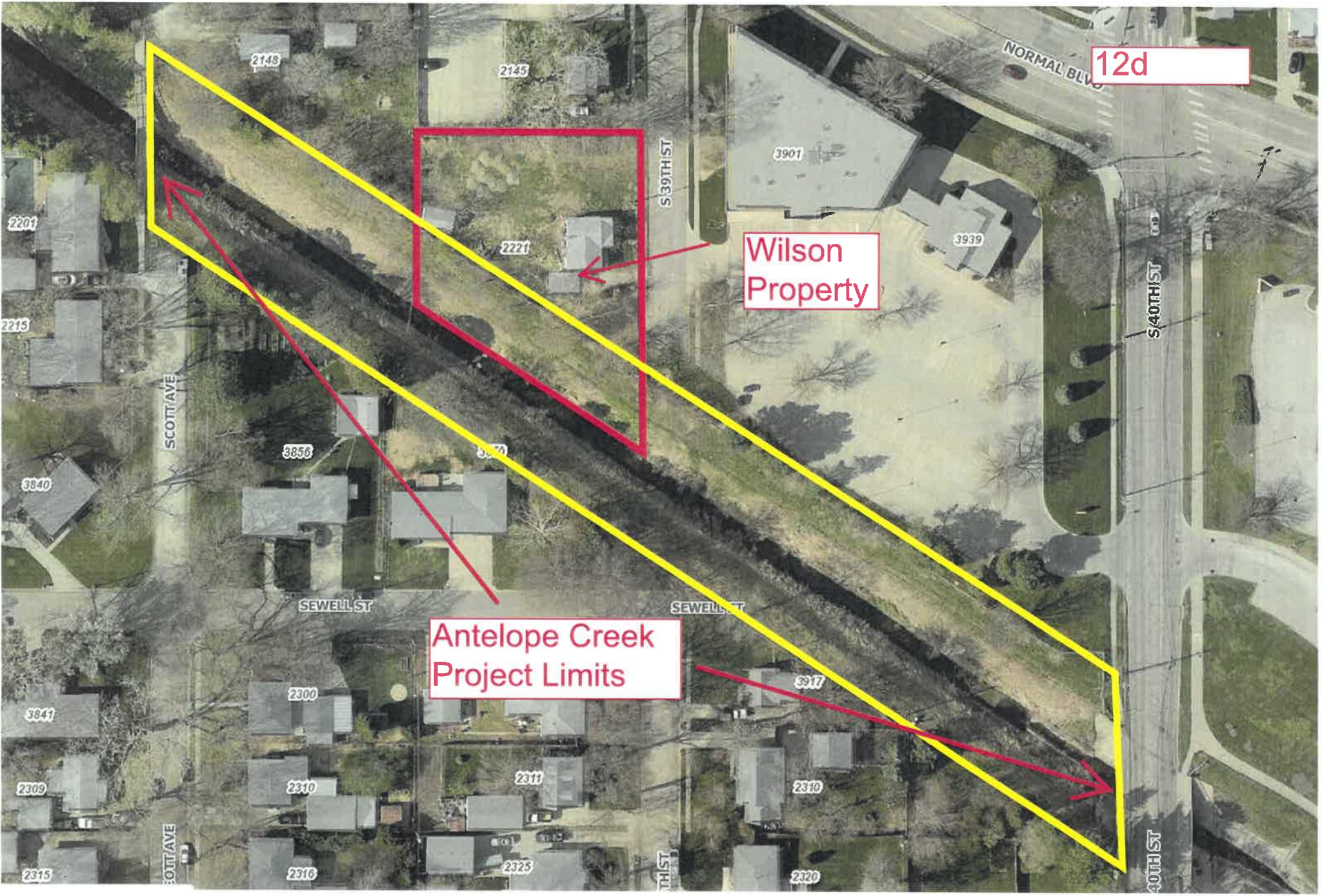
c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

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

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

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

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



12d

Wilson Property

Antelope Creek Project Limits

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement (“Agreement”) is made effective this ____ day of _____ 2022 (the “Effective Date”), by and between Ronald and Iveta Wilson, Husband and Wife, (“Grantor”) and the Lower Platte South Natural Resources District (“Grantee”). Collectively Grantor and Grantee may be referred to as “the Parties,” and individually each may be referred to as a “Party.”

WHEREAS, Grantor owns real property adjacent to Antelope Creek located at 2221 South 39th Street, at the specific location identified on Exhibit “A” attached hereto (the “Property”). A storm event occurring on May 6, 2015, damaged the stream bank of Antelope Creek owned by the Grantee which is located adjacent to the Property. Grantee has caused the redesign of the stream bank in that location that will stabilize the stream banks, and protect public utilities (water, sewer, and fiber) buried within the channel banks of Antelope Creek by providing stable and sustainable slopes along Antelope Creek.

WHEREAS, due to the narrow right-of way and steep banks along Antelope Creek, additional space is required for construction to occur to the access area which includes steep banks along Antelope Creek in the location identified on Exhibit A. Grantee has requested access to the Property from Grantor for purposes of staging and storing construction materials, accepting deliveries, and accessing the project area on the Property shown on Exhibit A and Grantor is willing to permit such access under the conditions stated herein.

WHEREAS, Grantor agrees to provide Grantee access to the Property to conduct the activities specifically identified in this Agreement.

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

1. **Work.** Grantor shall provide Grantee and its agents and contractors with reasonable access to the Property from the date first written above and complete the Work in locations and across those portions of the Property as shown on Exhibit A. Grantee and its agents and contractors shall conduct the Work in a manner that does not unreasonably interfere with the use of the Property and minimizes any damage to the Property other than provided for by this Agreement.

2. **Agreement by Grantee.** In consideration of the access and use of Grantor’s Property by Grantor as provided in this Agreement, Grantee agrees to:

- a. Demolish the building (house) located in the southeast corner of the Property as shown on Exhibit A;
- b. Demolish the shed located in the southwest corner of the Property;

- c. Remove the light pole on 39th Street as shown on Exhibit A;
- d. Grade the Property into two parcels (north/south), the northern parcel to be graded out of Antelope Creek 0.2-percent-annual-chance storm event floodplain boundary, as shown on Exhibit A;
- e. Re-seed the disturbed area on the Property upon completion of project as agreed to by the Parties; and
- f. Generally, restore the aesthetic landscaping on the Property as agreed to by the Parties.

3. **Term.** The term of this Agreement shall commence upon the Effective Date and shall terminate when Grantee notifies Grantor that the Work is complete.

4. **Insurance.** Grantee and each of Grantee's contractors shall maintain in force during the term of the Agreement the following insurance coverage:

- a. Commercial General Liability Insurance with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Such insurance shall be on an occurrence basis with respect to the Grantee's activities on the Property and shall list Owner and Grantor as an additional insured.
- b. Statutory Workers' Compensation Insurance and Employer's Liability Insurance with minimum limits of at least \$500,000.
- c. Business Auto Liability Insurance which insures against bodily injury and property damage claims arising out of the ownership, maintenance or use of "any auto." A minimum of \$1,000,000 combined single limit shall apply.
- d. In the event Grantee or any of Grantee's contractors are self-insured for any insurance coverages required in the Agreement, they are required to complete a Self-Insured Certification. If Grantee or any of Grantee's contractors are self-insured for Workers Compensation, they shall provide Grantor a copy of its Nebraska Certificate of Self-Insurance for Workers' Compensation.

5. **Governing Law.** Grantee and its officers, employees, contractors and agents shall comply with all Applicable Laws while accessing the Property. This Agreement shall be governed by the law of the State of Nebraska.

6. **Notices.** 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, (iii) by email notice return receipt requested, or (iii) by person served at the following addresses:

To Grantee:

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

To Grantor:

Ronald and Iveta Wilson
6700 S. 91st Street
Lincoln, NE 68526

7. **Independent Contractor.** 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.

8. **Rights of Parties.** 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.

9. **Entire Agreement.** 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 not be unreasonably withheld.

10. **Nondiscrimination.** Grantee agrees that neither it nor any of its agents or contractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, and conditions of employment, because of the race, color, religion, sex, sexual orientation, gender identity, genetic information, national origin, disability, familial status, veteran status, or marital status of the employee or applicant.

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

Lower Platte South Natural Resources
District, Grantee

Ronald and Iveta Wilson,
Grantors

By: _____
Paul D. Zillig, General Manager

By: _____
Ronald Wilson

By: _____
Iveta Wilson



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@lanecaster.ne.gov and you will be directed to the appropriate department.