



## 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](http://www.lpsnrd.org)

### Memorandum

**Date:** February 8, 2023  
**To:** Urban Subcommittee  
**From:** Mark Lindemann, District Engineer  
**Subject:** Urban Subcommittee Meeting Minutes – February 2023

The Urban Subcommittee met on Wednesday, February 8, 2023, at the NRD Office, at 5:00 pm. Subcommittee members participating included John Yoakum- committee chair, Gary Aldridge (Aldridge arrived after action items were voted on), Melissa Baker, Deborah Eagan, Larry Ruth, Stacie Sinclair, Susan Seacrest, and Ray Stevens. Others participating included NRD staff Paul Zillig, David Potter, Al Langdale, Drew Ratkovec, Mike Murren, and Mark Lindemann. Jodi Kocher and Dave Lampe with Felsburg, Holt & Ullevig, were also in attendance. Director Yoakum called the meeting to order at 5:00pm. Director Yoakum noted that he will not be in town for the Board of Directors Meeting next week and asked for volunteers to give the Urban report. Director Baker volunteered. There were two (2) items the Subcommittee took action on, and four (4) items reported on. A quorum was present for the meeting. Background information is attached along with Lindemann's February 6<sup>th</sup> memo summarizing the main points of each item.

**8a. Consideration of a Professional Services Agreement with Felsburg, Holt & Ullevig for the Dead Man's Run Bank Repair Project- N. 66<sup>th</sup> to Vine Street, Left Bank [ACTION]** – Lindemann described the location of this streambank repair project on the left bank of Dead Man's Run from approximately North 66<sup>th</sup> to Vine Streets, and displayed a location map of the area and photos of erosion that has occurred above and behind the existing gabion baskets. It was explained that the erosion causes concern of damage or failure of the gabion walls and the above embankment in the future. Jodi Kocher and Dave Lampe from Felsburg, Holt & Ullevig (FHU) were introduced as the engineers who were contacted to provide a proposal for survey, design, permitting, plans, specifications and bid documents for the bank repair project, at a cost not to exceed \$51,190. Project letting, award, and construction observation services will be a separate contract to be determined at a later date. FHU answered Director questions about the proposed repair and estimated cost for construction. Questions were asked on construction access and if the future construction project would affect access to the Mopac Trail. The professional services agreement from FHU is attached.

It was moved by Seacrest, seconded by Stevens, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the Professional Services Agreement with Felsburg, Holt, and Ullevig, in an amount not to exceed \$51,190 for the Dead Man's Run Bank Repair Project from North 66<sup>th</sup> to Vine Street, Left Bank.

**8b. Consideration of landrights acquisition processes and appraisals for the Lynn Creek Master Plan Stream Stability Project #9. [ACTION]** – Lindemann described the location of Lynn Creek Master Plan #9 stream stability project that runs through the Parkview Apartments property near north 9<sup>th</sup> and Nance Avenue. Intuition and Logic, Inc. had met with NRD staff in late January to review the 65-percent plans and visited the project to confirm design details and location of easements needed for construction access and staging as well and a permanent easement to operate and maintain the channel. A site location and watershed map as well as the preliminary landrights exhibit prepared by Intuition and Logic was displayed to note construction access and staging areas and the proposed permanent easement for future operation and maintenance. A majority of the temporary access and staging area consists of City Parks and Rec property to minimize disruption to the apartment complex tenants. It was noted that the NRD has had previous discussions with the apartment property owners on stabilizing the channel and indicate they would be willing partners in allowing the project to proceed. There was Director and staff discussion on the purpose of watershed master plans and their use to help identify improvement projects and aid in future development planning. There was also discussion on the use of permanent easements the NRD obtains to operate and maintain projects once completed. The NRD wishes to begin negotiations with the property owners to obtain temporary and permanent easements for construction and future operations.

It was moved by Ruth seconded by Eagan and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the authorization of staff to begin the process for acquisition of landrights for the Lynn Creek Master Plan Stream Stability Project #9, pending legal counsel review.

**Reports:**

**Dead Man’s Run Section 205 Flood Reduction Project 65% Plan Review**

Lindemann described the Dead Man’s Run Section 205 Flood Reduction Project (FRP) progress. The 65% plans and technical memos were received from the U.S. Army Corps of Engineers (USACE) at the end of January and internal review have started among NRD and City Watershed staff. Copies of plan materials have been provided to Intuition and Logic, Inc. to perform a stream geomorphology review and the BNSF and OL&B Railroads have also started review of the project as related to their rail lines. BNSF will notify the NRD if additional funds will be needed for the review and an amendment to the existing agreement for plan review (from January 2021) will be required. Meetings will soon take place to coordinate ROW acquisition and the design and construction of the local projects for 48<sup>th</sup> Street and 38<sup>th</sup> Street bridges. The NRD also will be meeting with UNL to discuss potential fill disposal areas and design and construction of the 38<sup>th</sup> Street bridge. The USACE’s 95-% plans are scheduled to be completed June of 2023. The NRD has yet to receive an updated schedule and cost estimate for the project. UNL’s Dr. Admiraal, who is performing additional modeling of the Railroad bridge flume also notified they are behind schedule due to additional construction in their lab. Several of the Directors noted interest in having a field trip to visit the flume model at UNL.

**Stream Stabilization Project at 2900 Beal Slough**

Lindemann updated the subcommittee that NRD inspections and observations have alerted them to some scour and channel widening on Beal Slough in the area near 27<sup>th</sup> and Highway 2. The scour and channel widening indicate channel instability that is beginning to encroach the course trails and the BNSF rail line to the north. It is also expected that tree undermining will occur and potentially obstruct the channel. The NRD plans to budget in fiscal year 2024 to investigate the area and engage an engineering firm to analyze and develop a design to stabilize the channel.

### **Lincoln Youth Sports Complex Near Oak Creek**

Lindemann explained that the Lincoln Youth Sports Complex (for baseball and softball fields) that has been in the planning process for some time, has started design. A location map was displayed the sports complex location, noting that Oak Creek is to the south of the project and that the District operates and maintains the channel and three drainage pipes. The drainage pipes were constructed in the 1980's and are no longer functioning due to changes in the flow direction of stormwater runoff. The NRD met with Olsson, the engineering firm lead for the design, in January to review the preliminary layout of the project and discuss the coordination of the increased stormwater from the complex into the adjacent Oak Creek. Zillig noted that this project is part of Lincoln's "2015 Vision Initiative" that was developed to help Lincoln move forward and attract and retain families. Zillig explained that it's most practical to work with the sports complex project team to design and construct the NRD's Oak Creek drainage structures as part of the sports complex project. As the sports complex design proceeds, the NRD will propose entering into an agreement with the sports complex project team for NRD reimbursement of the design and construction of its portion of the drainage structures into Oak Creek.

### **West Haymarket Park Developments**

Zillig gave details on a development that has also been in the planning phase for some time that is moving forward. A location map noted the area just west of Haymarket Park and southwest of Oak Lake. The development will consist of a mix of restaurants, businesses, hotels, and multi-unit housing that will tie in with the nearby future youth sports complex. Zillig noted the NRD flood storage easements on portions of the proposed development that restricts placement of fill (shaded in blue). Zillig also noted that the developers also are proposing conservation areas (highlighted in yellow) that could be turned over to the City or NRD in the future and an agreement would be required.

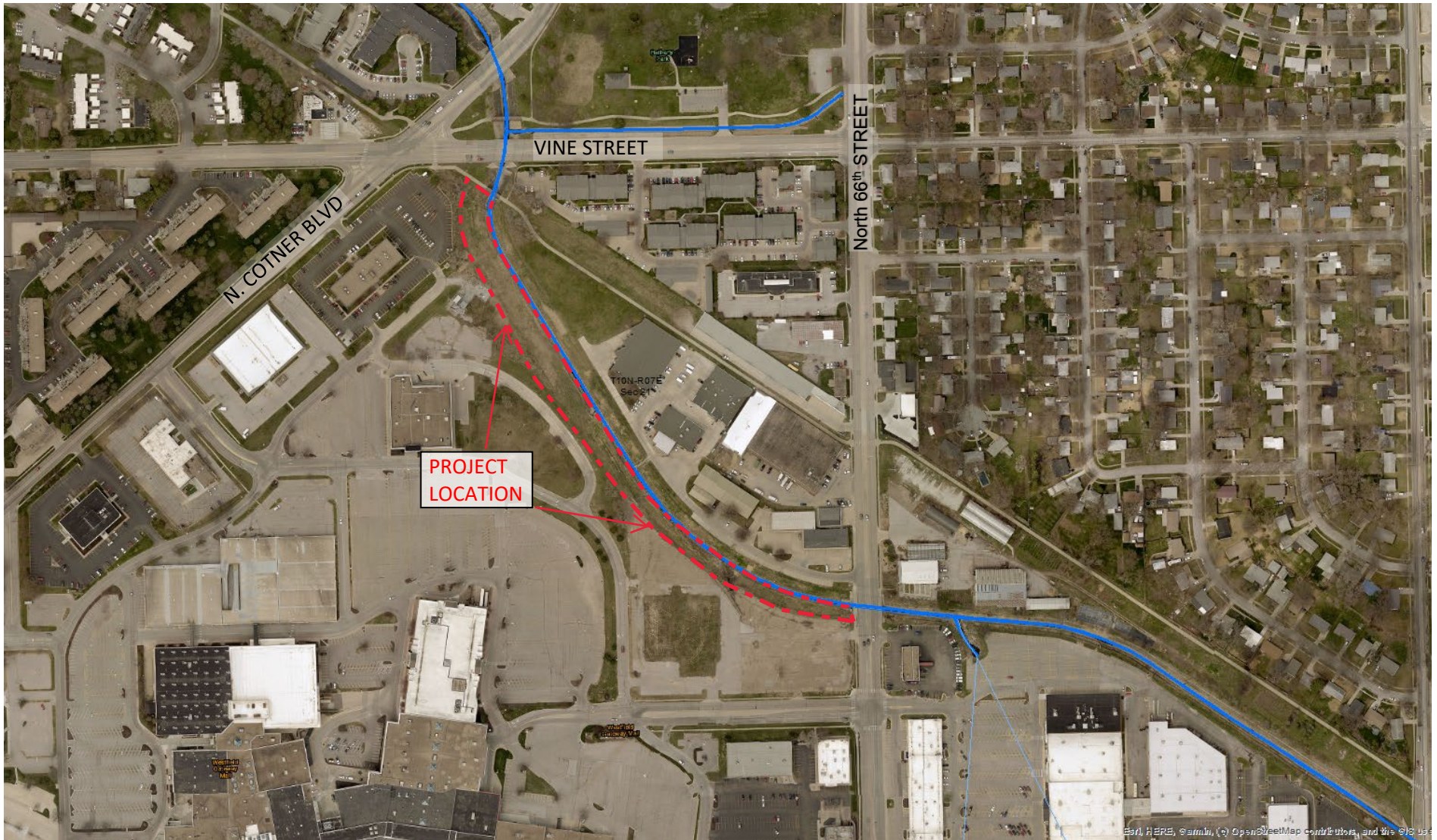
Chair Yoakum asked the Directors if there were any objections to holding the Urban Subcommittee meetings Wednesday the week before Board meeting at 5:00 pm. There were no objections.

Meeting adjourned at 5:43 pm.

cc: Steve Seglin  
Corey Wasserburger



# Dead Mans Run Stream Bank Repair Left Bank - 66<sup>th</sup> to Vine Street



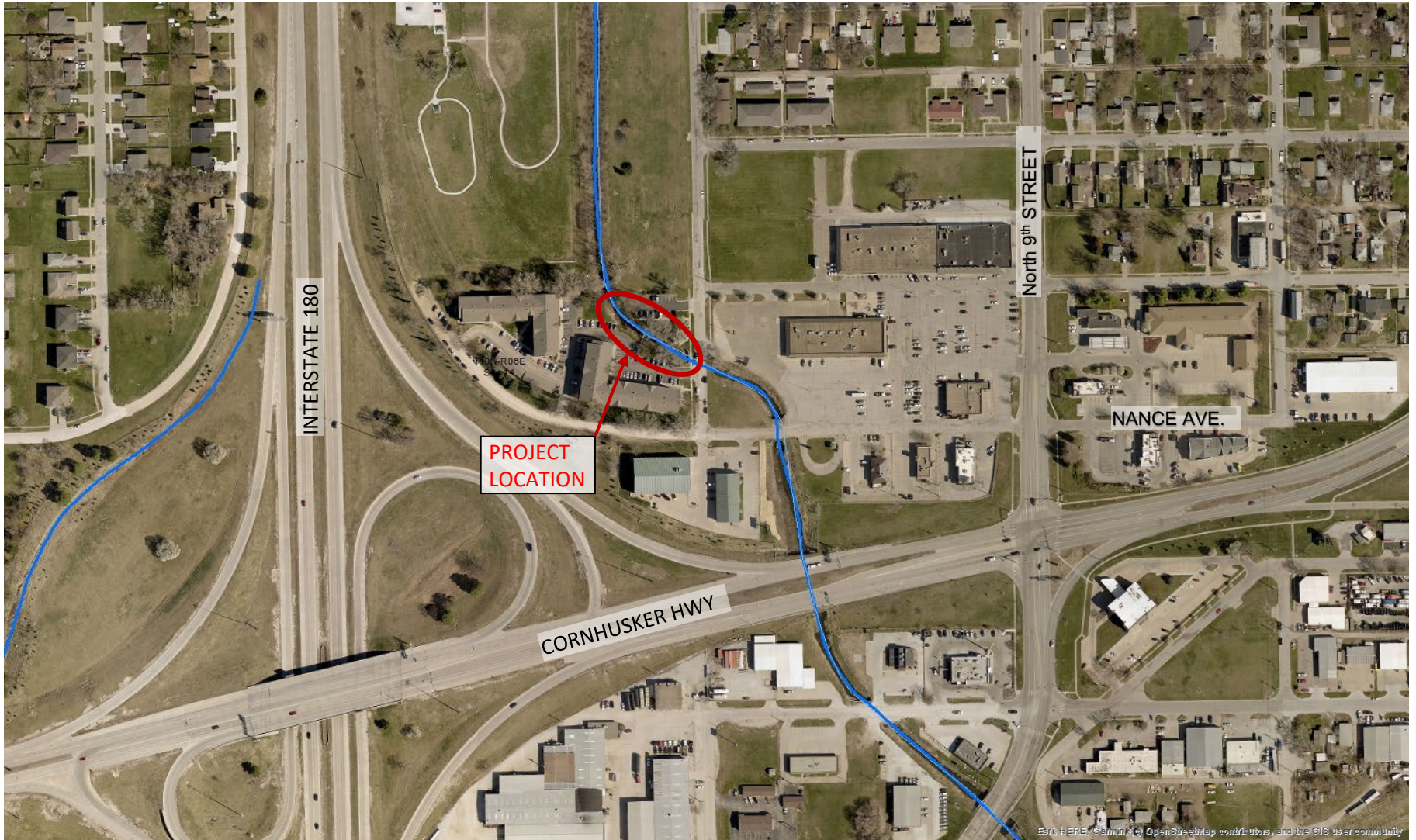














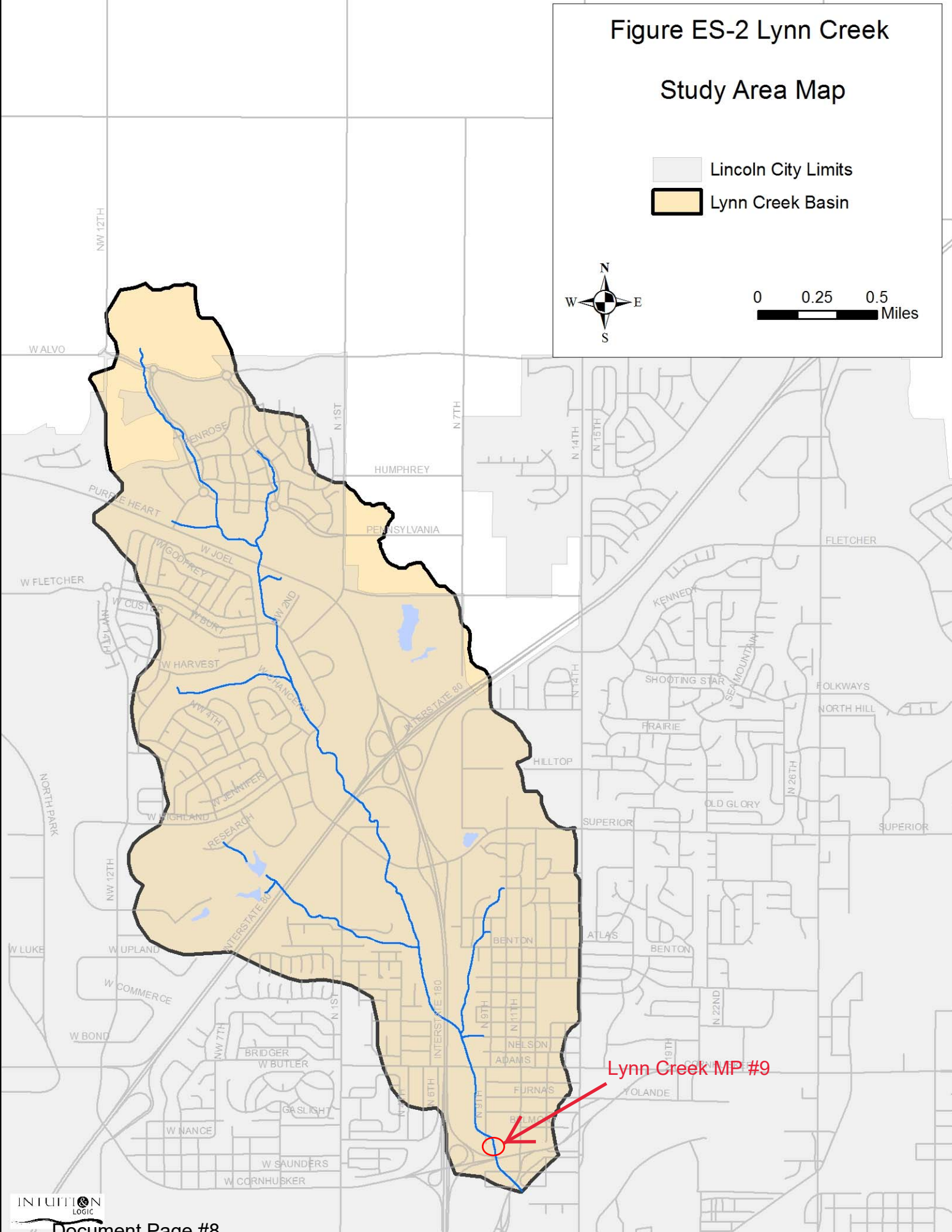
# Figure ES-2 Lynn Creek

## Study Area Map

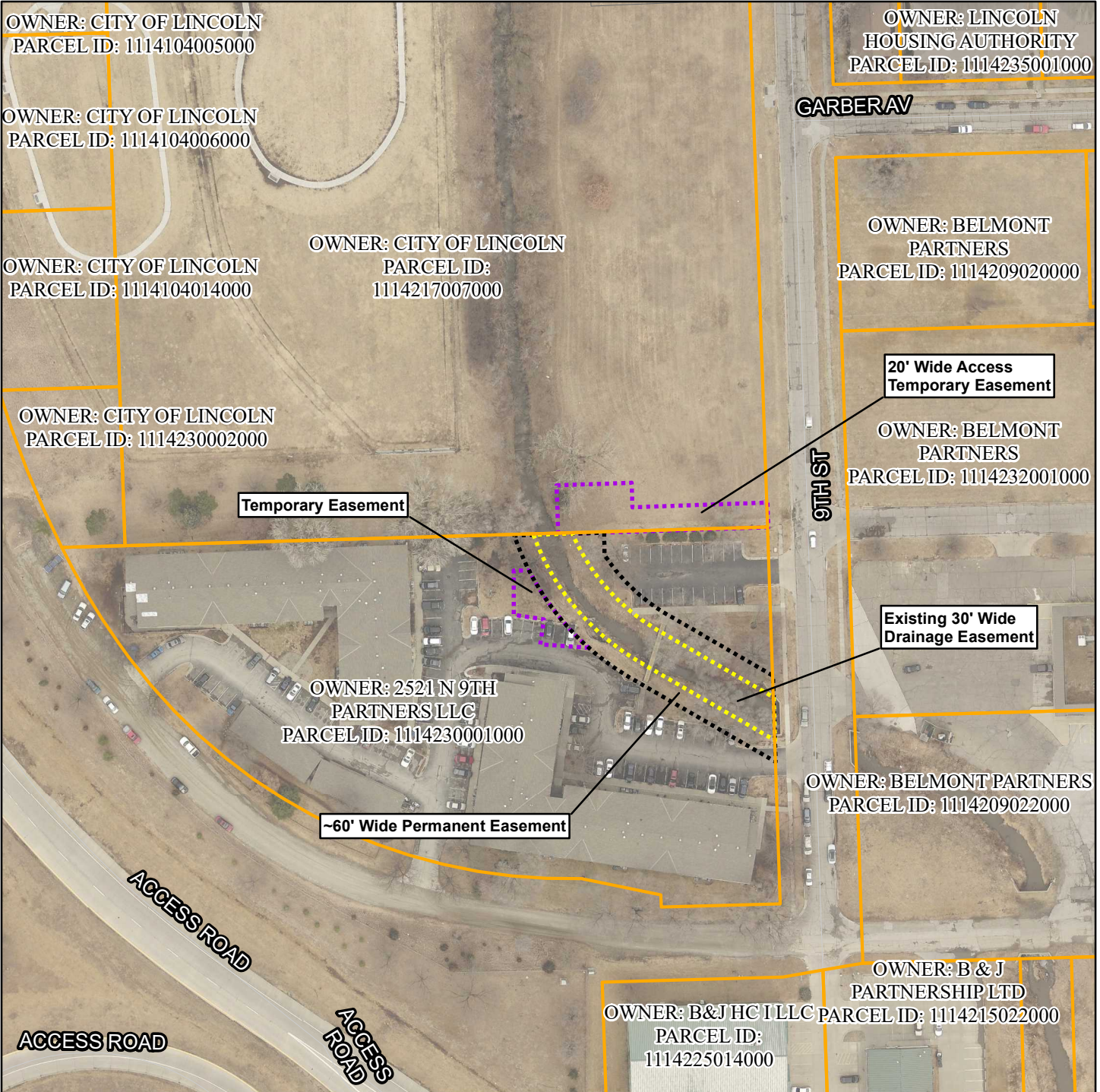
- Lincoln City Limits
- Lynn Creek Basin



0 0.25 0.5 Miles

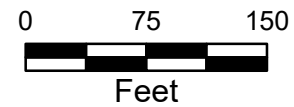
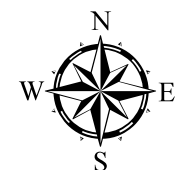


Lynn Creek MP #9



## LYNN CREEK PROPOSED EASEMENTS

Parcel Information		Property Area (ac)	Permanent Easement (ac)	Temporary Easement (ac)
Parcel ID #	1114230001000	3.07	0.33	0.03
Owner:	2521 N 9TH PARTNERS LLC			
Parcel ID #	1114217007000	8.08	0.00	0.11
Owner:	CITY OF LINCOLN			



### Legend

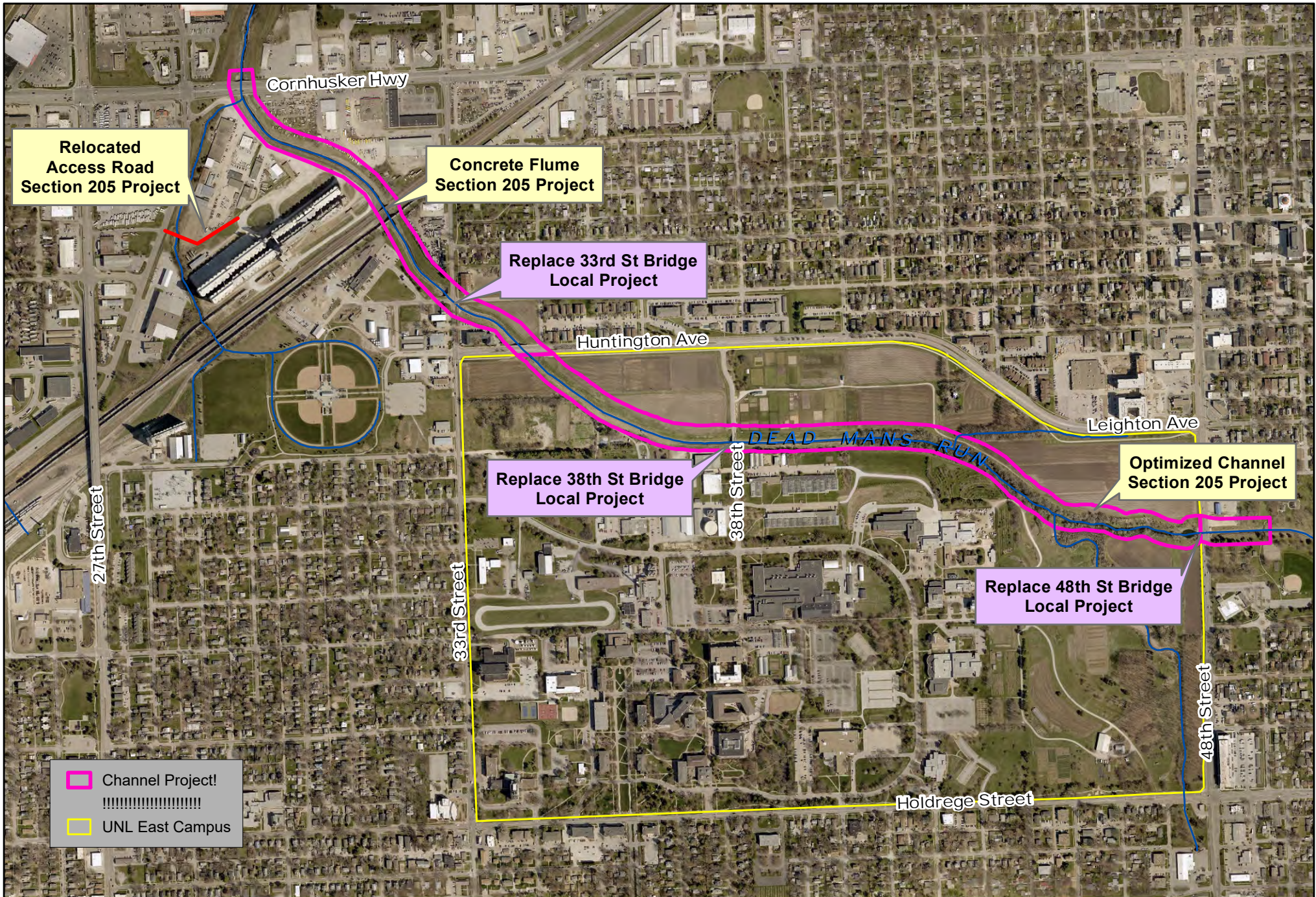
- Parcels\_Clip
- EXISTING EASMENT
- PERMANENT EASEMENT
- TEMPORARY EASEMENT



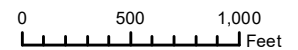
Exhibit 1 of 1



# Deadmans Run Flood Reduction Project



Map By: LPSNRD, sdr - February 2021





# 2900 Beal Slough Stream Stability Project



Map By: Lower Platte South NRD, sdr - June 2020 ----- Sources: City of Lincoln/Lancaster County; Lower Platte South Natural Resources District; US Geological Survey



# Lincoln Youth Sports Complex & West Haymarket Development







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### Memorandum

**Date:** February 6, 2023  
**To:** Urban Subcommittee  
**From:** Mark Lindemann, District Engineer  
**Subject:** Urban Subcommittee Background Information – February 2023

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The Urban Subcommittee will be meeting on Wednesday, February 8, 2023, 5:00 pm at the NRD Office, to review, discuss and take action on two items and receive a staff report. 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.

**8a. Consideration of a Professional Services Agreement with Felsburg, Holt & Ullevig for the Dead Man's Run Bank Repair Project- N. 66<sup>th</sup> to Vine Street, Left Bank [ACTION]** – On the left bank of Dead Man's Run from approximately North 66<sup>th</sup> Street to Vine Street, erosion is occurring above and behind the existing gabion baskets that could potentially lead to damage or failure of the gabion walls and the above embankment in the future. NRD staff contacted Felsburg, Holt & Ullevig (FHU) to provide a proposal for survey, design, permitting, and bidding services for the bank repair project, at a cost not to exceed \$51,190. See attached site location map, site photo, and agreement from FHU.

The Subcommittee will consider a motion to recommend that the Board of Directors approve the Professional Services Agreement with Felsburg, Holt, and Ullevig, in an amount not to exceed \$51,190 for the Dead Man's Run Bank Repair Project from North 66<sup>th</sup> to Vine Street, Left Bank.

**8b. Consideration of landrights acquisition processes and appraisals for the Lynn Creek Master Plan Stream Stability Project #9. [ACTION]** – Intuition and Logic, Inc. has completed the 65-percent plans for the Lynn Creek Master Plan Stream Stability Project #9 and met with NRD staff to review the plans and visit the project on January 26, 2023. This project is located within the Parkview Apartments property near North 9<sup>th</sup> and Nance Avenue. Temporary easements are required to construct the project and a permanent easement is desired for future maintenance and operation of the channel. A preliminary landrights exhibit has been prepared by Intuition and Logic that notes proposed temporary easements for construction access and staging areas and a permanent easement for future operation and maintenance. The NRD wishes to begin negotiations with the property owners to obtain temporary and permanent easements for construction and future operations. The landrights exhibits are attached.

The Subcommittee will consider a motion to recommend that the Board of Directors approve the authorization of staff to begin the process for acquisition of landrights for the Lynn Creek Master Plan Stream Stability Project #9, pending legal counsel review.



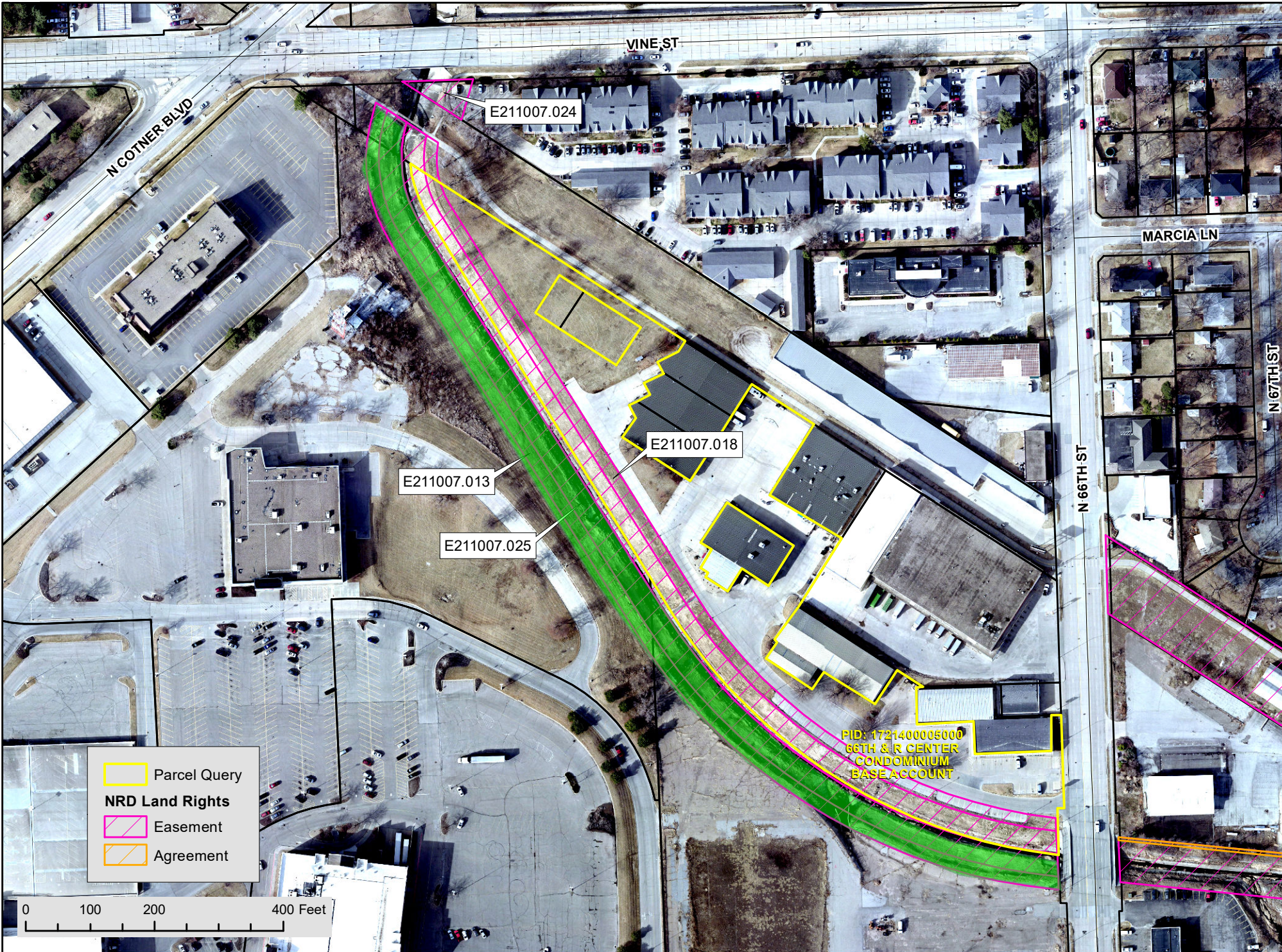
**Report: Deadman’s Run Section 205 Flood Reduction Project – 65% Plans.** The U.S. Army Corps of Engineers (USACE) has submitted the 65% plans, and geotechnical and hydraulic reports for the local sponsors to review and comment on. Over the next few weeks NRD staff will review and coordinate with the City and other project stakeholders. Intuition and Logic, Inc. has initiated their geomorphic review of the channel design and the BNSF and OL&B Railroads have also received the plans to begin their review of the project pertaining the flume design and project area surrounding their rail lines.

**Stream Stabilization Project at 2900 Beal Slough** – Beal Slough near 29<sup>th</sup> Street has undergone some local scouring and channel widening indicating stream instability. The channel widening has caused steepened banks and is beginning to undermine trees and encroach some of trails. NRD staff have plans to visit the location and review the history of the area and plan for a potential channel stabilization project in the future.

Enclosures;

cc: Steve Seglin  
Corey Wasserburger  
Dave Landis













February 3, 2023

Mr. Mark Lindeman, District Engineer  
Lower Platte South Natural Resources District  
3125 Portia St  
Lincoln, NE 68521

RE: Proposal for Deadmans Run Bank Stabilization Repair Project

Dear Mark:

Thank you for the opportunity to submit this proposal to provide engineering services to address erosion along the left bank of Deadmans Run between 66<sup>th</sup> Street and Vine Street. The information used to prepare this proposal is based on a site visit and investigation followed by our conversation on January 10, 2023.

Our scope of services and associated fees are as follows:

## **Scope of Work**

### **I. Description of Project**

This project includes a review of stream conditions and preparation of design plans to address erosion along the left bank of Deadmans Run between 66<sup>th</sup> Street and Vine Street.

### **II. Description of Tasks**

The details of the tasks for this project are as follows:

#### ***Task 1) Project Management and Meetings***

##### **Task 1.1 Project Management**

The ENGINEER shall monitor progress and schedule and facilitate coordination of the project design elements; prepare monthly invoicing with estimated percentage of work complete by contract task; prepare monthly progress reports; scope, schedule, and budget tracking; provide staffing management and contract administration; maintain communication with the Lower Platte South Natural Resources District (LPSNRD); maintain Quality Control; provide monthly project schedule updates and any explanations if not on schedule or budget. We have assumed a project duration of four months for this task.

##### **Task 1.2 General Meetings**

This task includes one kickoff meeting for the project with LPSNRD along with up to 2 additional progress meetings (all are assumed to be in person). Of those, one meeting will be reserved for a site visit and walkthrough after Preliminary Plan submittals. A second meeting is expected at the time of Final Plan submittal.

#### ***Task 2) Survey and Data Collection***

##### **Task 2.1 Data Collection Review**

The ENGINEER will review GIS information, record drawings, inspection reports, and previous studies made available by the LPSNRD. FHU will obtain Regulatory hydraulic models for Deadmans



Run, as made available from the LPSNRD and/or the Federal Emergency Management Agency (FEMA).

### **Task 2.2 Survey**

FHU will have RW Engineering and Surveying (RW Engineering) perform topographic survey for the project area as shown in Exhibit C and noted herein. Survey under this task shall include the lined channel bottom, left bank gabions, and the channel slope 30 feet up the left bank for the full length of the stream reach (approximately 1,700 linear feet). It also includes survey of storm sewer outfalls and flumes discharging into the channel (both banks). City GIS parcel information and LiDAR data will be used together with the survey data to create base drawings for use in the study and development of conceptual design drawings.

### **Task 2.3 Field Visit and Stream Assessment**

The ENGINEER will visit the site to perform a general assessment of the stream and site conditions along the stream corridor. As part of the field assessment, the ENGINEER will investigate and verify the extent of stream and outfall issues in their current state. The ENGINEER will note site conditions and geomorphic indicators and take photographs for incorporation into project documentation.

### **Task 2.4 Hydrology and Hydraulics Review**

A desktop assessment will include a hydrologic and hydraulic review of Deadmans Run using available data from FEMA Effective Floodplain data and models. Existing hydrology and hydraulic models will be used on Beal Slough to validate field indicators for low flows and help assess shear stresses on the bank.

### **Task 3) Preliminary Design (30%)**

This task includes preliminary design for repairs and the development of plans. The following preliminary plan sheets will be developed:

- Title Sheet, General Notes, and Horizontal Control
- Channel Repair Plan Sheet
- Channel Repair Details
- Outfall Structure Repair Plan and Details
- Erosion and Sediment Control Sheets

A preliminary opinion of probable costs.

### **Task 4) Final Design (90%)**

This task includes final design for repairs and the refinement of plans. The following final plan sheets will be refined:

- Title Sheet, General Notes, and Horizontal Control
- Channel Repair Plan Sheet
- Channel Repair Details
- Outfall Structure Repair Plan and Details
- Erosion and Sediment Control Sheets

A final opinion of probable costs and preparation of Specifications (assumes we're using LPSNRD front end specifications).

### **Task 5) Bid Documents**



Final Bid Documents, which includes plans and specifications, will be finalized based on any feedback from 90% design submittals.

**Task 6) Permitting**

We have assumed that the project is suitable for a non-notifying permit with the Corps. This task includes only the preparation of a documentation explaining the rationale behind the non-notifying permit. All other permits would need to be prepared and submitted under a separate scope.

**Project Schedule and Fees**

FHU proposes to conduct the tasks on a time and expense basis withing the following schedule and fees:

**A. Project Schedule**

The following schedule has been provided for the project:

<i>Complete Survey and Field Assessment Work</i>	<i>Late March 2023</i>
<i>Complete Preliminary Design</i>	<i>Late April 2023</i>
<i>LPSNRD Review and Walkthrough</i>	<i>Early May 2023</i>
<i>Complete Final Design</i>	<i>Early June 2023</i>
<i>LPSNRD Review</i>	<i>Mid-June 2023</i>
<i>Finalize Plans, Specifications, and Permitting</i>	<i>Late June 2023</i>

The project schedule assumes Notice-to-Proceed by Late February 2023.

**B. Project Fees**

We propose to bill for our services on the basis of hourly charge rates plus reimbursable expenses incurred not to exceed the costs in the following table:

<i>Task 1) Project Management and Meetings</i>	<i>\$4,130.00</i>
<i>Task 2) Survey and Data Collection</i>	<i>\$15,630.00</i>
<i>Task 3) Preliminary Design (30%)</i>	<i>\$15,485.00</i>
<i>Task 4) Final Design (90%)</i>	<i>\$12,715.00</i>
<i>Task 5) Bid Documents</i>	<i>\$1,195.00</i>
<i>Task 6) Permitting</i>	<i>\$2,035.00</i>
<b>Total Fees</b>	<b>\$51,190.00</b>

**III. Assumptions**

The following assumptions have been made in development of this scope.

1. The LPSNRD will provide relevant and available GIS data and record drawings in the study area along with any other pertinent and available background information.
2. We've assumed that a geotechnical exploration report will not be necessary for this project.
3. The Lower Platte South NRD (LPSNRD) will provide the Effective hydraulic model for Deadmans Run. It is assumed that this is available and in HEC-RAS format.
4. The project will be completed in accordance with the scope outlined above and assumes a "one time design". Any modifications to the design concept after work has been completed above will be considered additional services.



5. We have assumed that additional easements or acquisition will not be needed with this project.
6. Bid and construction services are not part of this scope of services.
7. Additional services will be billed hourly.

This amount would be established as a “not to exceed” limit beyond which no charges could be made without your prior approval.

A breakdown of fees and hours allotted for each of the Project Tasks is outlined in Exhibit B, attached.

Under this agreement, we are compensated on an hourly basis for all labor. Additional services that are required outside the Scope of Work, such as additional meetings, analysis, design, or coordination would be performed on a time and materials basis using the hourly rates. Additional work would not be performed without written authorization from the LPSNRD.

Direct expenses incurred on this project will be charged at cost. These may include items such as reproduction charges, postage, telephone, etc. Vehicle usage will be charged at the current Federal rate at the time of the usage.

### **Non-Discrimination**

Provider shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, age, or disability as recognized under 42 USCS 12101 et seq.

If the scope of services, attached standard contract provisions, and contract amount are acceptable, please sign in the space provided below and on Exhibit A Letter Agreement Standard Provisions. Please return a signed copy of this contract proposal for our files. If you have any questions about this proposal, please reach out to Dave Lampe at (402) 810-6261, [dave.lampe@fhueng](mailto:dave.lampe@fhueng) or Jodi Kocher at (402) 858-3284, email [jodi.kocher@fhueng.com](mailto:jodi.kocher@fhueng.com).

Sincerely,

**FELSBURG HOLT & ULLEVIG**



Dave Lampe  
Principal/Co-Project Manager



Jodi Kocher  
Senior Engineer/Co-Project Manager

\_\_\_\_\_  
Accepted By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## Exhibit A: Letter Agreement Standard Provisions

### A. SERVICES BY THE CONSULTANT

The **CONSULTANT** agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. **CONSULTANT** agrees to keep the **CLIENT** informed on its progress through periodic reports, and to maintain accurate records relating to its services for this project.

The **CONSULTANT** agrees to provide, directly or by association with such other Consultants or Contractors as it may deem necessary to further the interest of the **CLIENT**, the basic services as described in the Scope of Work provided in the signed Letter Proposal or Letter Agreement.

### B. RESPONSIBILITIES OF THE CLIENT

The **CLIENT** shall provide and make available to the **CONSULTANT**, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the **CONSULTANT** shall remain the property of the **CLIENT** and will be returned upon completion of its services.

The **CLIENT** shall make provisions for the **CONSULTANT** to enter upon public and private properties as required for the **CONSULTANT** to perform its services hereunder.

### C. EXTRA WORK

The **CLIENT** may desire to have the **CONSULTANT** perform work or render services other than those provided in Scope of Work. This will be Extra Work. Work shall not proceed until so authorized by the **CLIENT**. Payment for all work under this Agreement shall be on an hourly basis plus expenses in accordance with the attached rate schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

### D. TIME OF BEGINNING AND COMPLETION

Execution of the Letter Proposal is authorization by the **CLIENT** for the **CONSULTANT** to proceed with the work (Time of Beginning). The original Time of Completion is as noted in the Letter Agreement.

### E. PAYMENT

Unless otherwise provided herein, **CONSULTANT** shall submit monthly invoices for Basic, Additional or Special Services and for Reimbursable Expenses each month for work that has been performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month which is an annual interest rate of 12%. If any portion of, or an entire account remains unpaid 90 days after billing, the **CLIENT** shall pay all costs of collection, including reasonable attorney's fees.

### F. DELAYS

If the **CONSULTANT** is delayed at any time in the progress of work by any act or neglect of the **CLIENT** or its agents, employees or contractors, or by changes in the work, or by

extended reviews by the **CLIENT**, fire, unavoidable casualties, or by any causes beyond the **CONSULTANT'S** control, the time schedule shall be extended for a reasonable length of time, and **CONSULTANT'S** compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, rework, and/or other expenses incidental to such delays.

### G. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the **CONSULTANT** associated with this project are instruments of service for this project only and shall remain the property of the **CONSULTANT** whether the project is completed or not. The **CONSULTANT** shall furnish originals or copies of such work product to the **CLIENT** in accordance with the services required hereunder. Reuse of any of the work product of the **CONSULTANT** by the **CLIENT** on an extension of this project or on any other project without the written permission of the **CONSULTANT** shall be at the **CLIENT'S** risk and the **CLIENT** agrees to defend, indemnify, and hold harmless the **CONSULTANT** from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse by the **CLIENT** or by others acting through the **CLIENT**. Any reuse or adaptation of the **CONSULTANT'S** work product shall entitle the **CONSULTANT** to equitable compensation.

### H. INSURANCE

During the course of the services, the **CONSULTANT** shall maintain Workmen's Compensation Insurance in accordance with the Workmen's Compensation laws of the State of Nebraska; Professional Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate; Automobile Liability with a combined single limit coverage of \$1,000,000; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate. Upon request, the **CONSULTANT** shall provide certificates of insurance to the **CLIENT** indicating compliance with this paragraph.

### I. TERMINATION

Either the **CLIENT** or the **CONSULTANT** may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. The **CLIENT** shall within sixty (60) calendar days of termination pay the **CONSULTANT** for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

### J. DISPUTES

Any claim, dispute, or other matter in question between the **CLIENT** and the **CONSULTANT**, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be resolved by negotiation between the **CLIENT'S** representative and the **CONSULTANT** Principal-in-Charge for the Project. **CLIENT** and **CONSULTANT** each commit to seeking resolution of such matters in an amicable, professional, and expeditious manner. If a matter cannot be resolved by these parties, no later than thirty (30) calendar days after either party submits an issue in writing for resolution,



representatives from executive management of the **CLIENT** and **CONSULTANT** shall attempt to resolve the matter through additional good faith negotiations. If resolution cannot be reached within an additional thirty (30) calendar days, the **CLIENT** and **CONSULTANT** agree that all such unresolved disputes shall be submitted to nonbinding mediation.

Pending final resolution of the dispute, the **CONSULTANT** shall proceed diligently with the performance of the Basic Services as described in Article A, as directed by the **CLIENT**, and the **CLIENT** shall continue to pay the undisputed payments due to the **CONSULTANT** for such services in accordance with the payment provisions of this Agreement.

#### **K. GOVERNING LAW**

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law of the State of Nebraska.

#### **L. SUCCESSORS AND ASSIGNS**

The **CLIENT** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

#### **M. EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the **CONSULTANT** and any other consulting business, or contractor, or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

#### **N. NOTICES**

All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address in the Letter Proposal or Letter Agreement. The date of service of a notice sent by mail shall be deemed to be the day following the date on which said notice is so deposited. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

#### **O. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY**

The **CONSULTANT** shall use reasonable professional skill and judgment in providing the services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the **CONSULTANT**, an error or omission is discovered within a reasonable time, the **CONSULTANT** shall be responsible for correction of any work which must be removed or altered to meet the project requirements, provided the **CONSULTANT** is given a

reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The **CONSULTANT** will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided.

In providing opinions of probable construction cost, the **CLIENT** understands that the **CONSULTANT** has no control over costs or the price of labor, equipment, or materials, or the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made based on the **CONSULTANT'S** qualifications, and experience. The **CONSULTANT** makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

The **CONSULTANT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CLIENT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CONSULTANT'S** negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the **CONSULTANT** is legally liable.

The **CLIENT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CONSULTANT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CLIENT'S** negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the **CLIENT** is legally liable, and arising from the project that is the subject of this Agreement. **CLIENT'S** amount of indemnity or costs incurred in providing the indemnity shall be limited to the same amount as the **CONSULTANT'S** liability is listed below.

As negotiated as a part of this Agreement, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the **CONSULTANT** and the **CONSULTANT'S** officers, directors, partners, employees, agents and subconsultants, to the **CLIENT** and anyone claiming by, through or under the **CLIENT**, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the **CONSULTANT** or the **CONSULTANT'S** officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total amount of \$100,000.

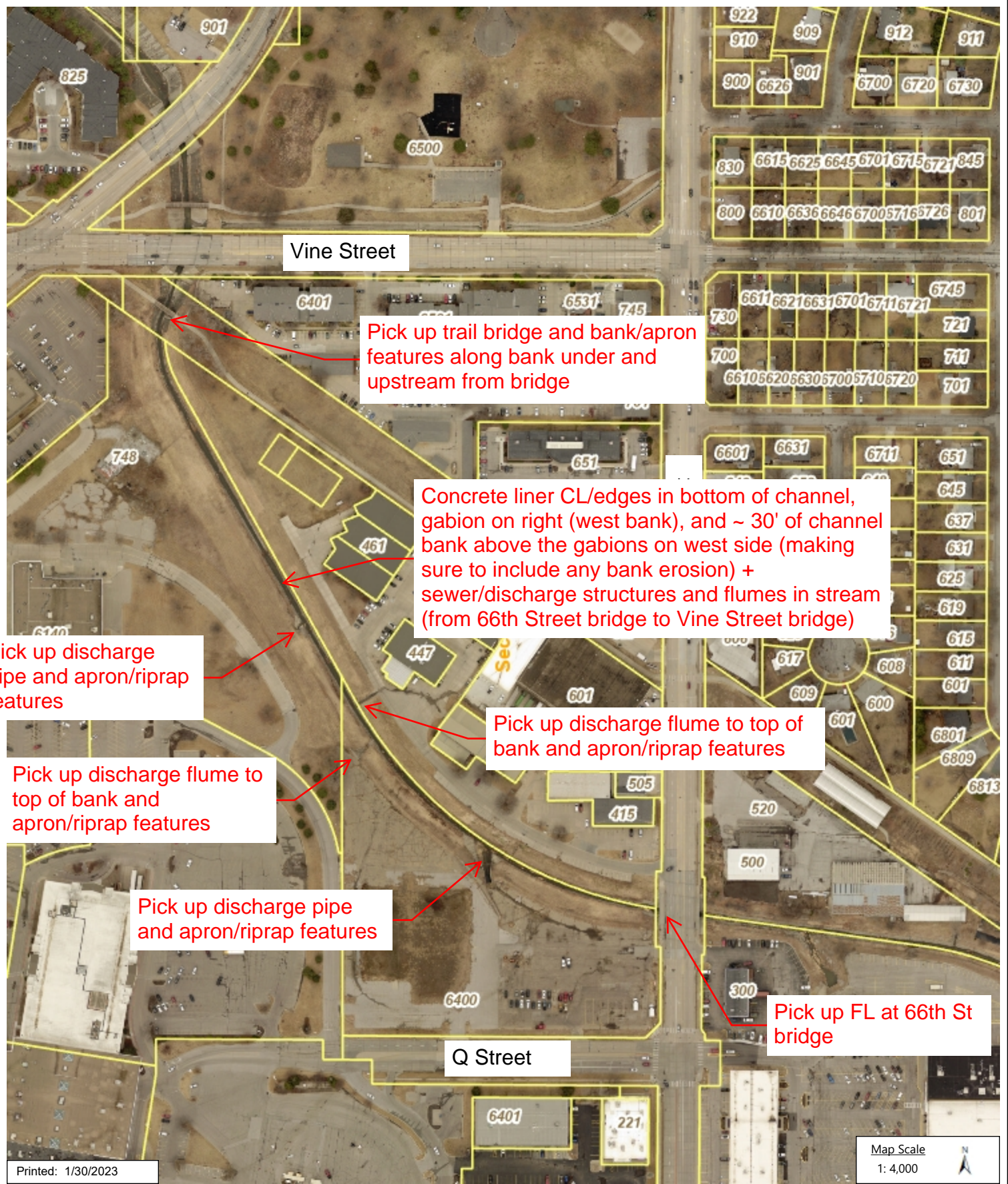
Upon execution of the Letter Agreement or Letter Proposal, the **CLIENT** thereby agrees to the terms of these Special Provisions.





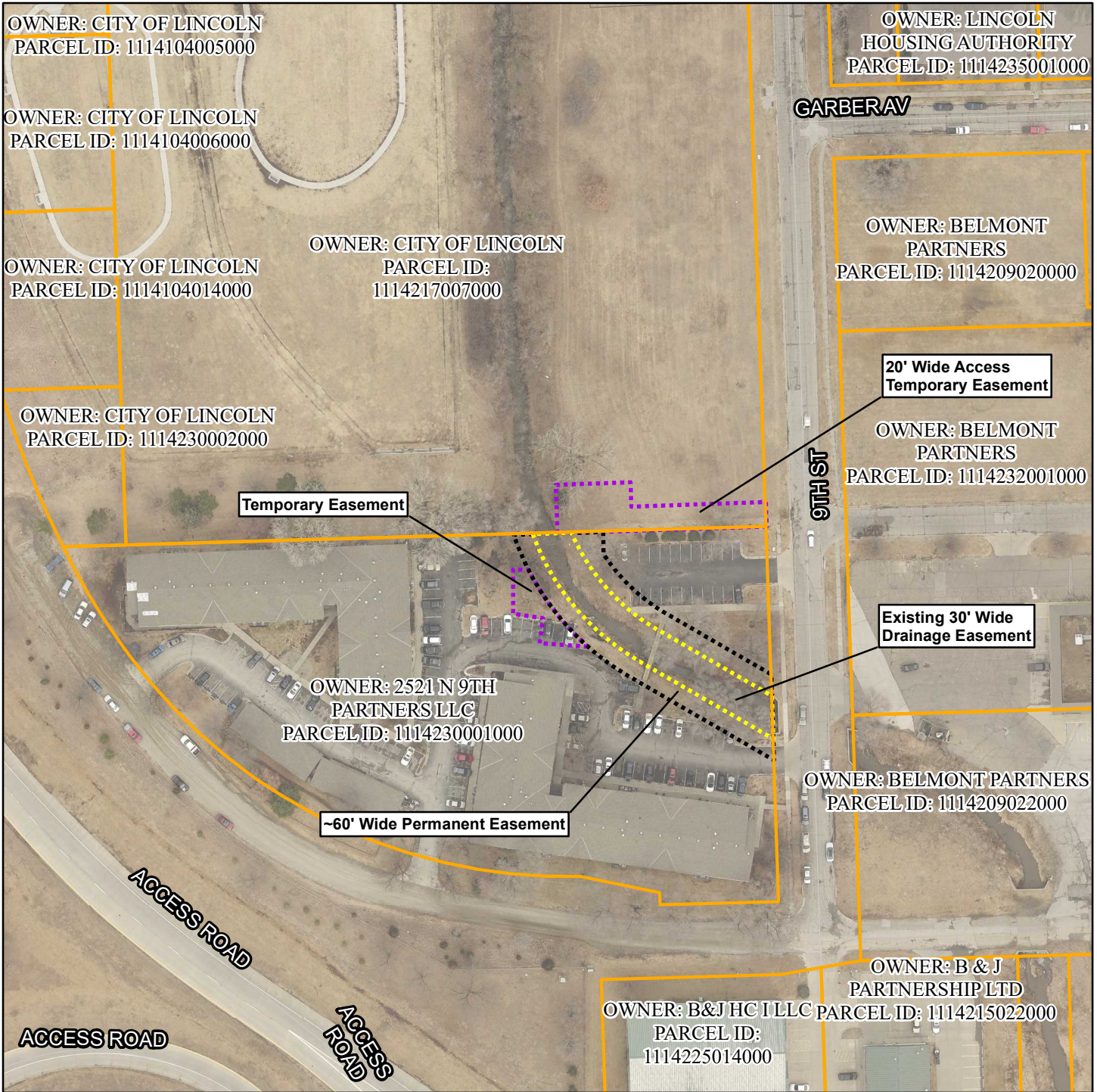






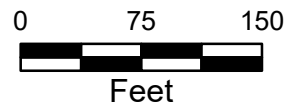
DISCLAIMER: The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments. If you have questions or comments regarding the data displayed on this map, please email [assessor@lancaster.ne.gov](mailto:assessor@lancaster.ne.gov)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





## LYNN CREEK PROPOSED EASEMENTS

Parcel Information		Property Area (ac)	Permanent Easement (ac)	Temporary Easement (ac)
Parcel ID #	1114230001000	3.07	0.33	0.03
Owner:	2521 N 9TH PARTNERS LLC			
Parcel ID #	1114217007000	8.08	0.00	0.11
Owner:	CITY OF LINCOLN			



### Legend

- Parcels\_Clip
- EXISTING EASMENT
- PERMANENT EASEMENT
- TEMPORARY EASEMENT



Exhibit 1 of 1