



LOWER PLATTE SOUTH natural resources district

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

Memorandum

Date: March 11, 2022
To: Urban Subcommittee
From: Jared Nelson, District Engineer *JN*
Subject: Urban Subcommittee Meeting Minutes – March 2022

The Urban Subcommittee met at 5:30pm, on Wednesday, March 9, 2022. Subcommittee members participating included Tom Green, Gary Aldridge, David Landis, Larry Ruth, Ray Stevens, and John Yoakum. Others participating included Board Chair Deb Eagan; NRD staff Paul Zillig, David Potter, Al Langdale, Bryce Jensen, Tracy Zayac, Jared Nelson, and Mike Murren; Travis Figard with E & A Consulting Group; Ross Lawrence with JEO Consulting Group; Kelly Oelke with the City of Hickman; and Brian Schuele with Olsson. Director Green called the meeting to order at 5:31pm. There were five items the Subcommittee took action on, and a few reports, as described below.

(a.) Consideration of Bids for Salt Creek Levee Pipe Abandonment Project at Station 31+00 (Calvert St)– First, Nelson described the Salt Creek Levee Pipe Abandonment Project at Station 31+00 (near Calvert St. He described the project is to decommission an 18-Inch pipe in the Salt Creek Levee, which the US Army Corps of Engineers deems 'Unacceptable'. He said JEO Consulting Group developed plans, obtained permits, and will provide construction oversight and a submittal to the US Army Corps of Engineers when the project is completed. He mentioned that construction is slated for March 16th through April 29th and will close the Salt Creek Levee Trail. Nelson described how the District followed its policy (G-5) to seek informal bids, and four known qualified contractors were contacted on February 18, 2022 to seek bid proposals for construction.

Nelson stated that three contractors submitted bids which were opened on March 3rd, 2022. He referred to the attached letter of recommendation from Ross Lawrence with JEO, dated March 4, 2022 with his recommendation to award the project to the low bidder. The low bidder was Gana Trucking and Excavating, with a bid of \$27,090.40. The Subcommittee discussed the project and the bids, with Nelson and Lawrence answering questions. Staff also said that the previously identified low-spot on Jamaica North Trail (in the vicinity of this project) has been filled in and fixed.

It was moved by Landis, seconded by Stevens, and unanimously approved by the Subcommittee to recommend that the Board of Directors the Bid from Gana Trucking and Excavating in the amount of \$27,090.40 for the Salt Creek Levee Pipe Decommission project at Station 31+00.

(b.) Consideration of an Agreement for Professional Services for Beal Slough Bank Stabilization near 52nd (5200) and Highway 2 – Next, Langdale described the Beal Slough Bank Stabilization near 52nd (5200) and Highway 2. Langdale discussed that this project was to stabilize an actively eroding stream segment along Beal Slough, just downstream of a trail and Highway 2. Langdale discussed how E & A Consulting Group, Inc., of Lincoln, NE was contacted by staff to receive a proposal for professional engineering services to design and prepare plans, obtain permits, and assist with bidding services. See attached map, photos, and the Proposal for Professional Services (letter) from Travis Figard dated March 2, 2022. Langdale also mentioned that staff has also reached out to Lincoln Electric System (LES) who has infrastructure in the vicinity, and LES has acknowledged this project would benefit them and will consider an agreement to cost-share on the construction once preliminary plans and a cost estimate is developed. The Subcommittee reviewed and discussed the proposal with Langdale and Figard answering questions.

It was moved by Landis, seconded by Yoakum, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the Professional Services Agreement with E & A Consulting Group, for the Beal Slough Bank Stabilization project near 52nd and Highway 2, in the amount not to exceed \$38,675.

(c.) Consideration of an Agreement for Professional Services for Beal Slough Bank Stabilization near 40th (3900) & Highway 2 – Then, Langdale described the Beal Slough Bank Stabilization near 40th & Highway 2, located downstream (west) of 40th Street, where Beal Slough has been eroding around an existing bio-engineering project. Langdale described that the previous project installed A-Jacks along the bank about twenty-five years ago, but the channel has eroded around them in recent years. See attached map and photos. Langdale described how staff contacted E & A Consulting Group, Inc. to receive a proposal for professional engineering services, to develop two (2) conceptual design plans with associated cost estimates, to stabilize the reach. See attached Proposal for Professional Services (letter) from Travis Figard dated March 2, 2022. The Subcommittee discussed and reviewed the proposal with staff and Figard answering questions.

It was moved by Yoakum, seconded by Landis, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the Professional Services Agreement with E & A Consulting Group, for the Beal Slough Bank Stabilization project near 40th and Highway 2, in the amount not to exceed \$21,275.

(d.) Consideration of an Agreement for Professional Services for Deadmans Run Pipe Replacement at 63rd St – Next, Jensen described the Deadmans Run Pipe Replacement at 63rd St - a project to repair a failed 30-Inch storm drainage pipe outfall to Deadmans Run. Jensen described that the 30-Inch diameter corrugated metal pipe (CMP) is deteriorated (rusted through) and in need of replacement. Jensen described how staff contacted JEO Consulting Group, to receive a proposal for engineering services in order to: inspect inaccessible portions of the pipe outfall, determine the nature of repair, develop plans for repair, permit, prepare any temporary easements if needed, as well as provide construction oversight services. See attached map, and proposed Agreement for Professional Services from JEO Consulting Group. The Subcommittee reviewed and discussed the proposal with staff and Lawrence answering questions.

It was moved by Landis, 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, for the Deadmans Run Pipe Replacement project near 63rd St, in the amount not to exceed \$22,285.

(e.) Consideration of a Community Assistance Program Request for Additional Cost Share – City of Hickman, South 68th Street Bike Trail Underpass [ACTION] – Finally, Zayac discussed the request for additional cost share, from the City of Hickman on the South 68th Street Bike Trail Underpass Community Assistance Program (CAP) project. She discussed how the Board previously approved a cost-share amount based on an estimate of construction cost. She went on to describe how the City of Hickman’s low bid then received for this project was higher than originally estimated. Zayac explained that due to the higher bid prices, the City of Hickman is now requesting for additional cost share to account for the difference and intent of the 50% cost-share match. See attached Memorandum from Tracy Zayac, dated March 2, 2022. The Subcommittee discussed and reviewed the request with Zayac and Schuele answering questions.

It was moved by Yoakum, seconded by Stevens, and unanimously approved by the Subcommittee to recommend that the Board of Directors authorize the approval of an amendment to the Interlocal Agreement with the City of Hickman, to increase the NRD’s maximum funding to \$133,192, for the Hickman 68th Street Bike Trail Underpass Community Assistance Program project.

(d.) Reports - The following reports and updates were given to the Subcommittee:

1. Nelson gave a report that the Salt Creek Levee Repair at Station 76+00, near Van Dorn and Park Blvd, will be under construction beginning about March 14th and will close a portion of the Salt Creek Levee Trail. Nebraska Digging is the contractor.
2. Nelson gave a report on the Deadmans Run Flood Reduction Project, that staff was going to meet with the U.S. Army Corps of Engineers (USACE) on March 11th to review and discuss the USACE’s progress on design plans and channel alignment. He described that the USACE had accepted the modeling FYRA previously completed for the District and Corps, and the USACE was working towards getting a 65% Design set of plans in about two months

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

JN/jn

Salt Creek Levee Pipe Abandonment Project at Station 31+00 (Calvert St)





March 4, 2022

Lower Platte South NRD
Attn: Paul Zillig
3125 Portia St
Lincoln, NE 68521

Re: ***Bid Recommendation***
Salt Creek STA. 31+00 RT Pipe Decommission
JEO Project No. 211458.00

Dear Mr. Zillig and Board Members:

On March 3, 2022, JEO Consulting Group, representing the NRD, received three (3) bids for the Salt Creek STA. 31+00 RT Pipe Decommission project. Enclosed is a copy of the Bid Tabulation sheet that lists all bidders and their submitted prices.

The low bidder, Gana Trucking & Excavating, Inc., from Martell, NE submitted a total **Base Bid** of **\$27,090.40**. They shall commence work after notice to proceed and will be completed by April 29, 2022. Gana Trucking & Excavating has completed work for the NRD in the past and are qualified and capable of completing the work included in this project.

The **Base Bid** price is near the Engineer's Opinion of Cost. JEO recommends that the NRD award the project to Gana Trucking & Excavating at the **Base Bid** price of **\$27,090.40**.

If you have any questions about the enclosed, please contact me at your convenience.

Sincerely,

A handwritten signature in blue ink that reads "Ross Lawrence".

Ross E. Lawrence, PE, CFM
Project Manager

Enclosure

- Bid Tabulation



Bid Tab

PROJECT | Salt Creek STA. 31+00 RT Pipe Decomission for Lower Platte South NRD

JEO PROJECT NO. | 211458.00

LOCATION | Lincoln, NE

LETTING | March 3, 2022 @ 3:00 PM

OPINION OF PROBABLE COST | \$28,180.00

Bidder	Total Group A
Gana Trucking & Excavating Martell, NE	\$27,090.40
H.R. Bookstrom Construction, Inc Lincoln, NE	\$48,520.00
Nebraska Digging Services Alvo, NE	\$47,370.00



Tab Sheet

PROJECT | Salt Creek STA. 31+00 RT Pipe Decomission for Lower Platte South NRD

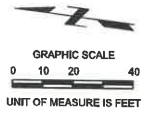
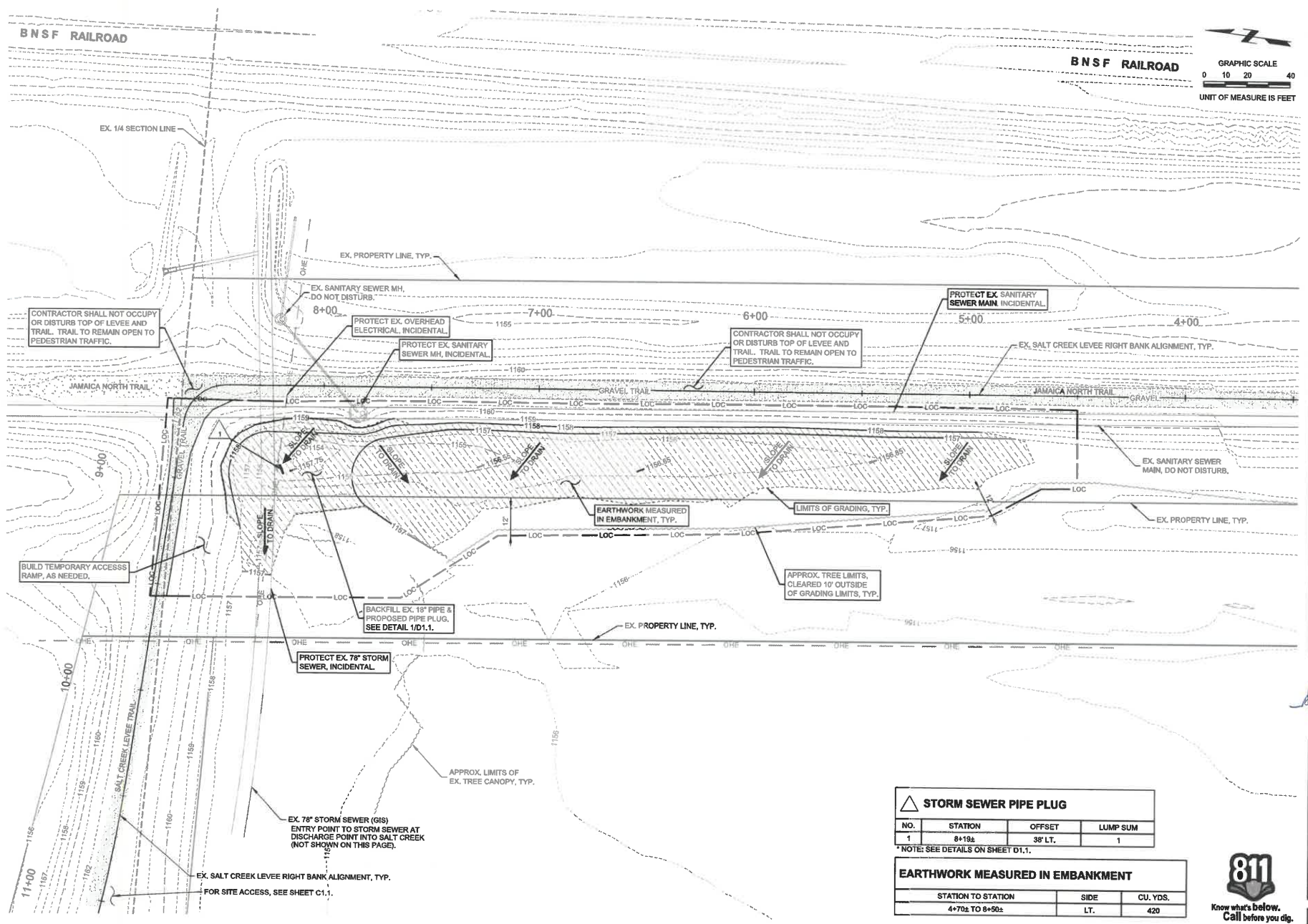
JEO PROJECT NO. | 211458.00

LOCATION | Lincoln, NE

	Gana Trucking & Excavating Inc.	H.R. Brookstrom Construction Inc.	Nebraska Digging Services LLC
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ESTIMATE OF QUANTITIES										
Item	Description	Qty.	Unit	Unit Price	Total	Unit	Total	Unit	Total	
1	Mobilization	1	LS		\$1,200.00		\$4,700.00		\$5,000.00	
2	Bonding and Insurance	1	LS		\$725.00		\$1,500.00		\$3,500.00	
3	Temporary Traffic Control Measures	1	LS		\$512.00		\$1,500.00		\$1,500.00	
4	Clearing and Grubbing	1	LS		\$3,700.00		\$20,000.00		\$6,500.00	
5	Remove Tree	3	EA	\$592.00	\$1,776.00	\$1,000.00	\$3,000.00	\$500.00	\$1,500.00	
6	(Established Quantity)	420	CY	\$32.77	\$13,763.40	\$30.00	\$12,600.00	\$37.50	\$15,750.00	
7	Remove RCP Storm Sewer Pipe	8	LF	\$90.00	\$720.00	\$15.00	\$120.00	\$187.50	\$1,500.00	
8	Remove RCP Flared End Section	1	EA	\$560.00	\$560.00	\$200.00	\$200.00	\$1,500.00	\$1,500.00	
9	Storm Sewer Pipe Plug	1	LS		\$1,830.00		\$2,500.00		\$7,500.00	
10	Straw Dike Wattle	480	LF	\$4.80	\$2,304.00	\$5.00	\$2,400.00	\$6.50	\$3,120.00	
TOTAL ESTIMATE OF QUANTITIES						\$27,090.40		\$48,520.00		\$47,370.00

P:\Projects\Lincoln\211458-00 Lower Platte South WPD S&E Civil\Pipe Removal\Design\DWG\Sheet\Sheet1-S-211458.00-CTE1.dwg
 Plot Date: 11/15/2022 11:52:27 AM
 User: jason



**SALT CREEK STA. 31+00 RT
 PIPE DECOMMISSION
 FOR
 LOWER PLATTE SOUTH NRD
 LINCOLN, NEBRASKA**

PROPOSED SITE PLAN & SITE GRADING PLAN



PROJECT NO. 211458.00
 DATE 2/18/2022
 DRAWN BY oobson
 FILE NAME 21-S-211458.00-CTE1.dwg
 FIELD BOOK Misc #5
 FIELD CREW N.J.L.
 SURVEY FILE NO. 21-02-11458.00.dwg
 PLAN BEHIND BENCH MARK NA
 75 PERCENT REVIEW NA
 DATE 11/15/2022
 85 PERCENT REVIEW NA
 DATE 11/15/2022

STORM SEWER PIPE PLUG			
NO.	STATION	OFFSET	LUMP SUM
1	8+19.2	38' LT.	1

NOTE: SEE DETAILS ON SHEET D1.1.

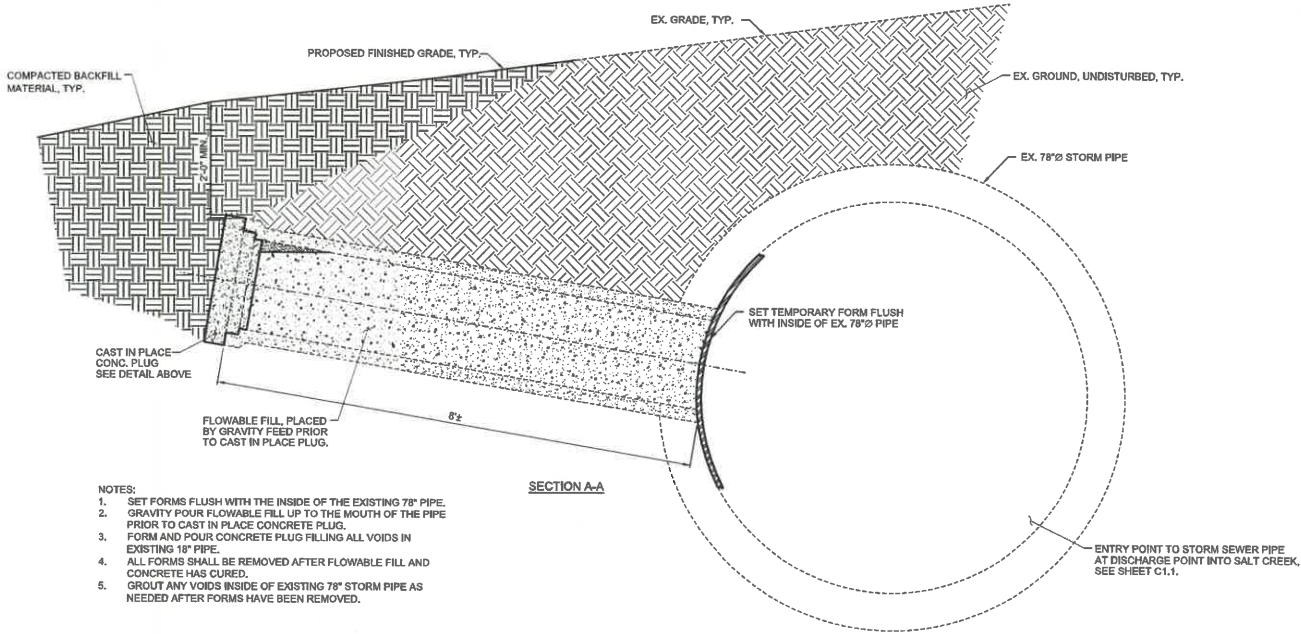
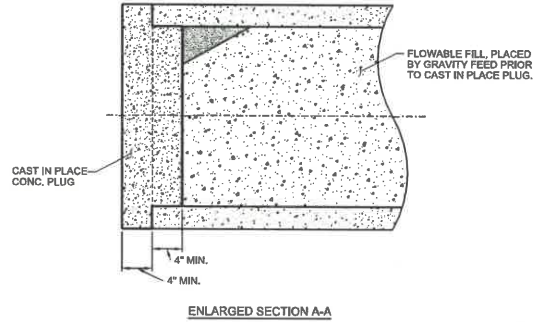
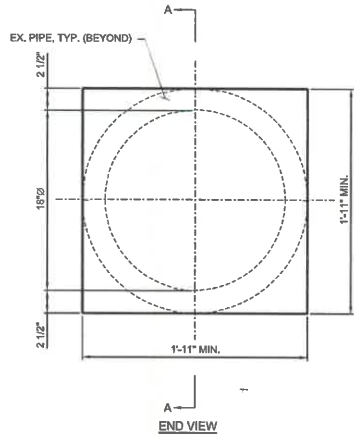
EARTHWORK MEASURED IN EMBANKMENT		
STATION TO STATION	SIDE	CU. YDS.
4+70.2 TO 8+50.2	LT.	420



C2.1

File Name: C:\Users\jwheeler\OneDrive\Documents\Projects\2022\22-0001\Drawings\22-0001-01-01-01.dwg
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 Plot Scale: 1/8" = 1'-0"

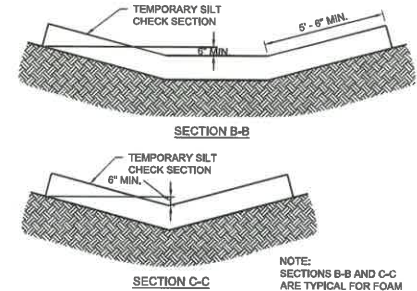
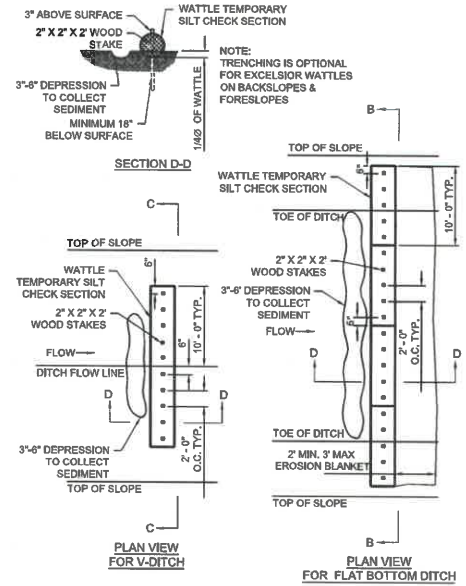
File Name: C:\Users\jwheeler\OneDrive\Documents\Projects\2022\22-0001\Drawings\22-0001-01-01-01.dwg
 Plot Date: 11/15/2022 10:58:58 AM
 Plot Scale: 1/8" = 1'-0"



NOTES:

1. SET FORMS FLUSH WITH THE INSIDE OF THE EXISTING 78" PIPE.
2. GRAVITY POUR FLOWABLE FILL UP TO THE MOUTH OF THE PIPE PRIOR TO CAST IN PLACE CONCRETE PLUG.
3. FORM AND POUR CONCRETE PLUG FILLING ALL VOIDS IN EXISTING 18" PIPE.
4. ALL FORMS SHALL BE REMOVED AFTER FLOWABLE FILL AND CONCRETE HAS CURED.
5. GROUT ANY VOIDS INSIDE OF EXISTING 78" STORM PIPE AS NEEDED AFTER FORMS HAVE BEEN REMOVED.

1 CONCRETE PLUG (FOR RC PIPE)
SCALE: N.T.S.



2 STRAW DIKE WATTLES
SCALE: N.T.S.

NOTE: SECTIONS B-B AND C-C ARE TYPICAL FOR FOAM TRIANGLE, WATTLE, & RIGID PLASTIC TRIANGLE TEMPORARY SILT CHECKS.



**SALT CREEK STA. 31+00 RT
 PIPE DECOMMISSION
 FOR
 LOWER PLATTE SOUTH NRD
 LINCOLN, NEBRASKA**

STANDARD DETAILS



PROJECT NO. 211458.00
 DATE 2/18/2022
 DRAWN BY jwheeler
 RES NAME 45-54-11458.00-0719.dwg
 FIELD BOOK M86-85
 FIELD DRAW N.J.K.
 SURVEY FILE NO. 514-211458.00.dwg
 SHEET 0118 N/A
 75 PERCENT REVIEW N/A
 95 PERCENT REVIEW N/A
 REVIEWED 03/07/2022



Know what's below.
Call before you dig.

D1.1



Beal Slough Bank Stabilization near 52nd (5200) + Highway 2







March 2, 2022

Mr. Paul Zillig
Lower Platte South NRD
3125 Portia Street
Lincoln, NE 68521

RE: Proposal for Professional Services
Beal Slough Bank Stabilization near 52nd and Highway 2
Lincoln, NE
E&A Proposal # M2022.070.001

Dear Mr. Zillig,

E & A Consulting Group, Inc. (E&A) is pleased to present our proposal to the Lower Platte South NRD (Client) for providing **Engineering Answers** for the above referenced project. The following sections detail our understanding of the project, proposed scope of services, and fee compensation for your review and consideration.

PROJECT DESCRIPTION

The project consists of preparing bank stabilization plans for a portion of Beal Slough located on the north side of Highway 2 near S. 52th Street in Lincoln, Nebraska.

I. SCOPE OF SERVICES

A. PROJECT MANAGEMENT

E&A will provide coordination and communication with the Client, including project updates, meeting minutes, and proposed bank stabilization plans. Meetings with Client will be required during the project.

B. SURVEY SERVICES:

E&A will complete a topographical survey of the project area to establish existing conditions and provide topography for use in the design.

E&A will prepare a site plan showing the information obtained during the field survey. The utility locations and sizes will be determined by surveying the flagged 'One Call' locations of the visible features and using record information from the utility owners.

C. ENVIRONMENTAL DELINEATION AND PERMITTING

E&A has based the scope of work and associated budget for this task on the following information:

- Per the USACE, wetland delineations must be conducted during the growing season in any given year (generally between May and October);

- This scope of services is limited to the physical delineation of the site boundaries and the quantifying report;
- Previous wetland delineation analysis is outside of the scope;
- Our fees assume two 1-hour meetings with the client and/or USACE. Any additional meetings with the client, USACE permitting personnel, or other entities will be considered as an additional cost and billed hourly;
- Our fees assume a NWP with no mitigation component will be completed.

1. Wetland Delineation and Report

- a) E&A will research available reference materials to identify potential wetland areas on the identified parcel. E&A will then conduct an on-site wetland and WUS delineation in accordance with the 1987 Corps Wetlands Delineation Manual and the Midwest Regional Supplement to identify wetlands and other WUS as defined by the USACE. It is recommended that the delineation is conducted prior to the start of design and before final design in order to accommodate avoidance and minimization efforts.
- b) The “desktop” survey includes research of topographic maps, Natural Resource Conservation (NRCS) Soil data, US Fish and Wildlife Service (USFWS) National Wetland Inventory Maps (NWI), USFWS and Nebraska Game and Parks Commission (NGPC) Threatened and Endangered (T&E) Species occurrence maps, and aerial photography, both recent and historic. Additional research may include immediate and adjacent property owner’s interviews.
- c) An on-site wetland and WUS delineation will be conducted during the growing season per the regulations set forth in the 1987 US Army Corps of Engineers Wetland Delineation Manual and the Midwest Regional Supplement. On-site wetland delineations include an overall site assessment of hydrology, vegetation, and soils. A certified wetland delineator will canvas the entire project site identifying areas of concern. These areas will then be investigated further through select data points to document the presence of dominant hydrophytic vegetation, hydric soils, and wetland hydrology. If all three criteria are observed from the data point location the area is considered a wetland unless atypical conditions are observed. Additional areas included in the wetland delineation would include jurisdictional waters such as lakes, ponds, rivers and streams (i.e. WUS).
- d) Wetlands and water features will be surveyed by a Leica CS 15 handheld geographic positioning system (GPS) unit. E&A will export surveyed GPS data into a computer-automated drafting (CAD) format to generate the requisite maps for inclusion into the Wetland and WUS Delineation Report.
- e) Once complete, this report can be utilized for determining impacts to jurisdictional wetlands and WUS, to obtain concurrence of findings, to request a Preliminary or Approved Jurisdictional Determination, to obtain a 404 Permit authorizing the discharge of dredged or filled material into a jurisdictional wetland or WUS, or to comply with the Nebraska Department of Environment and Energy (NDEE) Title 117 requirements. If impacts to wetlands or WUS are identified on the site, E&A can assist with the 404 permitting process.

2. 404 Permitting

- a) Based on the findings of the delineation along with potentially unavoidable impacts to jurisdictional wetlands and WUS to meet project needs, regulatory permitting may be required. The USACE has set thresholds for impacts such as road crossings, piping tributaries, relocating tributaries, and filling or draining wetlands or other water bodies. Bank stabilization projects can be processed under Nationwide Permit (NWP) 13 provided that permanent impacts will not exceed 0.5 acres of jurisdictional wetlands and 0.3 acres of streambed. When cumulative project impacts exceed these thresholds a state Water Quality Certification (WQC) and an Individual Permit (IP) with the USACE are required before dredge or filling project activities within jurisdictional wetlands

and/or WUS can be completed. Based on the amount of time and resources required to complete the WQC and IP process, it is highly recommended that the project be designed to stay within NWP thresholds, if possible.

D. BANK STABILIZATION DESIGN:

E&A will prepare full construction plans for the eroded bank area along Beal Slough north of Highway 2 near S. 52nd Street. Construction packet will include final construction specifications and permitting documentation to obtain a Floodplain Development Permit and other pertinent permits if required. Hydraulic data will be provided if required as part of the Floodplain Development Permit submittal.

E&A will prepare Opinion of Probably Cost associated with construction cost for the proposed repair plans.

E. BIDDING SERVICES:

E&A will coordinate the issuance of notices to bidders and the production and distribution of the construction bidding documents.

E&A will coordinate answering any questions raised by bidders during the bidding process and issue addenda as needed.

E&A will attend the bid opening and reviewed all properly received bids. Inconsistencies or irregularities found in the bids will be reported to the Client. E&A will prepare a tabulation of bids and distribute as requested to the bidders. E&A will evaluate the bids and make a written recommendation to the Client for awarding the construction contract.

ADDITIONAL SERVICES

If authorized in writing by the Client, E&A Consulting Group will furnish additional services which are not a part of the services currently listed under Section 1. For these services the Client shall compensate the Engineer as agreed by the parties. Anticipated additional services are construction administration and observation during construction. Additional fee for providing these services will be provided by E&A to the Client if requested after the project has been awarded to the selected contractor.

ASSUMPTIONS

1. All required application fees and filing fees will be paid for by E&A and billed to the client as part of the design fee.
 - a. Anticipated Floodplain Development Permit fee is \$250.00.
2. The client acknowledges that the project will be designed and processed in accordance with modeling practices and procedures common to the LPSNRD and City of Lincoln. Deviation from such standard practices will be cause for a renegotiation of the fees.

FEES AND EXPENSES

For services outlined under Section 1 above, the Client agrees to pay E&A the actual time of personnel performing such services at our standard hourly rates which is attached as part of this contract. Payment

of fees shall be made on a monthly basis as work progresses. E&A's scope of services will be provided on a time and expense basis not to exceed \$38,675.00.

Proposal Section	Scope Description	Fee Amount	Format
1.A	Project Management	\$3,500.00	T&E NTE
1.B	Survey Services	\$5,900.00	T&E NTE
1.C	Environmental Delineation and Permitting	\$6,075.00	T&E NTE
1.D	Bank Stabilization Design	\$19,700.00	T&E NTE
1.E	Bidding Services	\$3,500.00	T&E NTE
Total:		\$38,675.00	

Tentative Project Schedule

Survey Services	April 1 – April 30
Environmental Services	June 1 – June 30
Bank Stabilization Services	May 1 – June 30
Bidding Services – To be determined once USACE 404 permit is approved	

The proposed scope of services and identified fees shall remain effective for a period of 45 days from the date of this proposal. If this proposal is acceptable, please sign both this proposal and the attached Terms & Conditions (see Appendix "A") as indicated and return one copy to E&A.

We are available to discuss this proposal at your earliest convenience. If you have any questions or comments regarding our proposal, please contact me at 402.309.5074 or at tfigard@eag.com. Thank you for choosing E&A and for the opportunity to provide **Engineering Answers** for you and your team.

Sincerely,

E & A CONSULTING GROUP, INC.

Travis A. Figard

Project Manager

Anna Grimes

Civil Engineering Department Manager

Enclosures:

E & A CONSULTING GROUP, INC.

Engineering Answers

- Appendix A: Terms and Conditions
- Appendix B: Insurance Requirements
- Appendix C: Schedule of Hourly Rates

The undersigned has received, read and hereby agrees to and accepts all terms and conditions contained in this Proposal for Professional Services and in Appendixes A and B which all now represent a legal binding contract of the parties. You may return this signature page by hand delivery or mail or return a copy by facsimile transmission or electronic mail (including pdf) or apply your electronic signature complying with the U.S. Federal ESIGN Act of 2000 (e.g. www.docusign.com), which counterparts shall be deemed an original and part of the one and same instrument.

Date: _____

Client Full Legal Name: _____

Signature: _____

Individual's Name: _____

Individual's Title: _____

Client Address: _____

City, State, Zip: _____

Phone: _____

Email Address _____

Appendix A

Terms and Conditions

1. Basic Agreement

The Proposal for Professional Services, Appendix A (Terms and Conditions), Appendix B (Insurance Requirements) and any other appendix(es), exhibit(s) or table(s), if any, as listed in the Proposal for Professional Services are all, collectively, the "Agreement" and shall govern the parties. E & A Consulting Group, Inc. (E&A) shall provide, or cause to be provided, the services and materials set forth in or undertaken pursuant to the Agreement (the "Services") and Client shall timely and fully pay E&A for such Services.

2. Invoicing

E&A will prepare a monthly invoice in accordance with E&A's standard invoicing practices and submit the invoice to Client. Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due E&A for Services and expenses within thirty (30) days after the date of E&A's invoice, then the amounts due E&A will accrue interest at the rate of 1.5% per month from said thirtieth (30th) day. E&A may, without liability, after giving seven (7) days written notice to Client, suspend Services under the Agreement until E&A has been paid in full all amounts due for Services, expenses, and other related charges. Client agrees to pay any and all reasonable charges incurred by E&A for the collection of unpaid invoices. Payments will be credited first to interest and then to principal.

3. Additional Services

If authorized by Client, or if required because of changes in the Project, E&A shall furnish Services in addition to those set forth in the Agreement. Client shall pay E&A for such additional Services as follows: For additional Services of E&A's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of E&A's employees times their then current standard hourly rates for each applicable billing class; plus, reimbursable expenses and E&A's subconsultants' charges, if any.

4. Design without Construction Phase Services

- A. It is understood and agreed that the E&A's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against E&A that may be in any way connected thereto.
- B. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless E&A, its officers, directors, employees and subconsultants (collectively, E&A) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of E&A.
- C. If the Client requests in writing that E&A provide any specific construction phase services, and if E&A agrees in writing to provide such services, then E&A shall be compensated as an Additional Service(s) as provided in Section 3.01. Additionally:
 - I. E&A shall not at any time supervise, direct, or have control over any contractor's, designer's, fabricator's or supplier's (collectively, "Contractor") work or materials, nor shall E&A have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, for safety precautions and programs incident to a Contractor's work progress, nor for any failure of any Contractor to comply with laws and regulations applicable to Contractor's work.
 - II. E&A neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work, designs or materials in accordance with the contract between Client and such Contractor.
 - III. E&A shall not be responsible for any acts or omissions of any Contractor or of any Contractor's agents, contractors or employees or any other persons (except E&A's own employees); or for any decision made on interpretations or clarifications of the construction contract or designs given by Client unless E&A has in writing adopted such decisions as its own.

5. Termination

- A. The obligation to provide further services under the Agreement may be terminated:
 - I. For cause:
 - (a) By either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform and cure in accordance with the Agreement through no fault of the terminating party, except as stipulated in paragraph 2.
 - (b) By E&A:
 - (i) Upon seven (7) days written notice if E&A believes that E&A is being requested by Client to furnish or perform Services contrary to E&A's responsibilities as a licensed professional;

- (ii) Upon seven (7) days written notice if E&A's Services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond E&A's control;
 - (iii) Immediately, if Client becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, or files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any bankruptcy or insolvency law;
 - (iv) Immediately, if Client makes or seeks to make a general assignment for the benefit of creditors; or
 - (v) Immediately, if Client assigns or attempts to assign its interests and rights in the Agreement in a manner that is prohibited.
- II. For convenience by Client effective upon the receipt of notice by E&A.
 - III. After any termination, E&A shall have no liability to Client on account of such termination, and after any termination, Client shall timely pay for all Services and expenses provided or incurred on or before any termination and for all Services and expenses described in paragraph 5.A.I(b)(v) whenever provided or incurred (*even after termination*), all of which E&A shall invoice to Client, and Client shall timely and fully pay.
 - IV. Notwithstanding the foregoing, the Agreement will not terminate as a result of a substantial failure under paragraph 5.A.I.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than fourteen (14) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such fourteen (14) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, thirty (30) days after the date of receipt of the notice.
 - V. The terminating party under paragraphs 5.A.I or 5.A.II may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow E&A to demobilize personnel and equipment from the Project 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.

6. Controlling Law, Venue and Waiver of Trial by Jury

The Agreement shall be construed and enforced in accordance with and governed by the laws of the State in which the Project is located and applicable federal law, without reference to or application of such State's conflict of law principles. The parties hereby agree that any action to enforce the terms of the Agreement or claims of defective work or materials rendered by E&A shall be brought only in the state or federal courts located in Douglas County, Nebraska, and in no other court. The parties waive the right to a trial by jury on any claim relating to or arising out of the Agreement, or to the Services rendered or to be rendered for the Project.

7. Successors, Assigns, and Beneficiaries

- A. Client and E&A each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and E&A (and to the extent permitted by paragraph 7.B, the assigns of Client and E&A) are hereby bound to the other party to the Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of the Agreement.
- B. Neither Client nor E&A may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the 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 will release or discharge the assignor from any duty or responsibility under the Agreement.

8. Defects in Service

The Client shall promptly report to E&A any defect(s) or suspected defect(s) in E&A's Services of which the Client or its agents or representatives becomes aware so that E&A may take measures to minimize the consequences of such defect(s). The Client further agrees to impose a similar notification requirement on all Contractors in its applicable contracts and shall require all contracts at any level to contain a like requirement. Should legal liability for the defect(s) exist, failure by the Client and the Client's Contractors to notify E&A shall relieve E&A of any liability for costs of remedying the defect(s) above the sum the remedy would have cost had prompt notification been given when such defect(s) were first discovered.

9. Insurance

E&A will carry insurance as detailed in Appendix B (Insurance Requirements). E&A agrees to name the Client and/or Owner as additional insureds on E&A's CGL & AL insurance. E&A agrees to waive all subrogation against the Client and/or Owner arising from claims made by or on behalf of any employee of E&A. At the Client's request, E&A will provide an Acord certificate of insurance executed by a licensed representative of the participating insurer(s).

10. General Considerations

- A. The standard of care for all professional Services performed or furnished by E&A under the Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the

same locality. E&A makes no warranties, express, oral or implied, under the Agreement or otherwise, in connection with E&A's Services. E&A and its subconsultants may use or rely upon the services of others, including, but not limited to, contractors, manufacturers, and suppliers.

- B. All design documents prepared or furnished by E&A are instruments of service, and E&A retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- C. To the fullest extent permitted by law, Client and E&A:
 - I. Waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project or the Services, and
 - II. Agree that Client shall indemnify, defend, and save E&A harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to:
 - (a) Client's breach of the Agreement;
 - (b) The negligent acts or omissions of Client or its employees, Contractors or agents;
 - (c) Any allegation that E&A is the owner or operator of a site or arranged for the treatment, transportation or disposal of hazardous materials including the adverse health effects thereof, and
 - (d) Site access or damage to any subterranean structures or any damage required for site access.
 - III. Where the Services included the preparation of plans and specifications, Client shall have its Contractors agree in writing to indemnify and save harmless E&A and its contractors and subconsultants from and against loss, damage, injury or liability attributable to personal injury or property damage arising out of or resulting from such contractor's performance or non-performance of their work. Contractors shall be required to list the E&A and its contractors and subconsultants as an additional insured, including completed operations, on a primary and non-contributory basis
 - IV. Agree that E&A's total liability to Client under the Agreement, relating to the Services or the Project shall be limited to \$100,000 or the total amount of compensation received by E&A from the Client, whichever is greater. All claims by Client shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.
 - V. Except for enforcement of E&A's rights to payment for Services rendered or to assert and/or enforce its lien rights, including, without limitation, assertion and enforcement of mechanic's lien rights and foreclosure of the same, the Client and E&A agree that all disputes between them arising out of or relating to the Agreement, the Services or the Project shall be submitted to nonbinding mediation before commence of any suit. The cost for such mediation will be split evenly between the Client and E&A. The Client shall include a similar required mediation provision in all agreements with its Contractors, and E&A shall include a similar required mediation provisions in all agreements with its contractors and subconsultants.
- D. The parties acknowledge that E&A's scope of Services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If E&A or any other party encounters a Hazardous Environmental Condition, E&A may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until Client:
 - I. Retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and
 - II. Warrants that the Project site is in full compliance with applicable Laws and Regulations.
- E. Unless specifically identified otherwise in the scope of Services, it is the responsibility of the Client to obtain all permits and approvals required by law. E&A may assist the Client in applying for those permits and approvals for an additional fee; however, such assistance is not included in the basic Services of the Agreement.
- F. E&A abides by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

11. Total Agreement

The Agreement supersedes all prior proposals, promises, agreements, understandings, and representations made by the parties, whether oral, written or implied, with regard to the matters hereof. The Agreement is contractual and not a mere recital, and it embodies the entire agreement and understanding between the parties concerning the matters hereof. The Agreement may not be changed, modified, supplemented or amended except in writing signed by the parties.

Appendix B Insurance Requirements

General Liability

- Limits: \$1,000,000 per Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis.

Automobile Liability

- Limits: \$1,000,000 CSL per Accident
- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers Compensation

- Limits: Statutory coverage for the state where the project is located
- Employers Liability limits: \$500,000 each Accident
\$100,000 Disease – Per Person
\$500,000 Disease – Policy Limit

Umbrella / Excess

- Limits: \$2,000,000 per Occurrence
- Policy shall provide liability coverage in excess of the specified Workers Compensation/Employers Liability, Commercial General Liability and Auto Liability.

Professional Liability

- Limits: \$2,000,000 per Occurrence
\$4,000,000 General Aggregate
- Policy shall provide for a retroactive date prior to the starting date of services for which the Agreement applies.

Appendix C Schedule of Hourly Rates

Effective January 1, 2022

	<u>RATE</u>
PRINCIPAL.....	290.00
ENGINEER X.....	270.00
ENGINEER IX.....	252.00
ENGINEER VIII.....	224.00
ENGINEER VII.....	207.00
ENGINEER VI.....	192.00
ENGINEER V.....	170.00
ENGINEER IV.....	158.00
ENGINEER III.....	137.00
ENGINEER II.....	121.00
ENGINEER I.....	106.00
LAND PLANNER X.....	260.00
LAND PLANNER IX.....	242.00
LAND PLANNER VIII.....	216.00
LAND PLANNER VII.....	201.00
LAND PLANNER VI.....	187.00
LAND PLANNER V.....	168.00
LAND PLANNER IV.....	155.00
LAND PLANNER III.....	135.00
LAND PLANNER II.....	120.00
LAND PLANNER I.....	106.00
LANDSCAPE DESIGNER IV.....	148.00
LANDSCAPE DESIGNER III.....	135.00
LANDSCAPE DESIGNER II.....	121.00
LANDSCAPE DESIGNER I.....	108.00
LANDSCAPE ARCHITECT IV.....	187.00
LANDSCAPE ARCHITECT III.....	175.00
LANDSCAPE ARCHITECT II.....	161.00
LANDSCAPE ARCHITECT I.....	148.00
TECHNICIAN VIII.....	192.00
TECHNICIAN VII.....	176.00
TECHNICIAN VI.....	148.00
TECHNICIAN V.....	135.00
TECHNICIAN IV.....	117.00
TECHNICIAN III.....	105.00
TECHNICIAN II.....	90.00
TECHNICIAN I.....	84.00
REGISTERED LAND SURVEYOR VII.....	260.00
REGISTERED LAND SURVEYOR VI.....	242.00
REGISTERED LAND SURVEYOR V.....	229.00
REGISTERED LAND SURVEYOR IV.....	204.00
REGISTERED LAND SURVEYOR III.....	178.00

Appendix C Schedule of Hourly Rates

Effective January 1, 2022

	<u>RATE</u>
REGISTERED LAND SURVEYOR II	155.00
REGISTERED LAND SURVEYOR I	135.00
SURVEY PARTY	196.00
SURVEY PARTY, 1-PERSON	145.00
PARTY CHIEF	104.00
SID MANAGER X.....	260.00
SID MANAGER IX.....	242.00
SID MANAGER VIII.....	216.00
SID MANAGER VII.....	201.00
SID MANAGER VI.....	187.00
SID MANAGER V.....	168.00
SID MANAGER IV.....	155.00
SID MANAGER III.....	135.00
SID MANAGER II.....	120.00
SID MANAGER I.....	106.00
CONSTRUCTION MANAGER III	175.00
CONSTRUCTION MANAGER II.....	155.00
CONSTRUCTION MANAGER I.....	135.00
CONSTRUCTION TECHNICIAN III	121.00
CONSTRUCTION TECHNICIAN II	108.00
CONSTRUCTION TECHNICIAN I	94.00
ENVIRONMENTAL SCIENTIST X.....	260.00
ENVIRONMENTAL SCIENTIST IX.....	242.00
ENVIRONMENTAL SCIENTIST VIII.....	210.00
ENVIRONMENTAL SCIENTIST VII.....	187.00
ENVIRONMENTAL SCIENTIST VI.....	169.00
ENVIRONMENTAL SCIENTIST V.....	158.00
ENVIRONMENTAL SCIENTIST IV.....	139.00
ENVIRONMENTAL SCIENTIST III	121.00
ENVIRONMENTAL SCIENTIST II.....	106.00
ENVIRONMENTAL SCIENTIST I.....	85.00
ADMINISTRATIVE ASSISTANT IV	115.00
ADMINISTRATIVE ASSISTANT III.....	105.00
ADMINISTRATIVE ASSISTANT II.....	95.00
ADMINISTRATIVE ASSISTANT I.....	85.00

** Hourly rates are reviewed annually to identify wage adjustments and increases in operating expenses. If hourly work under this agreement continues into periods where adjustments to the Schedule of Hourly Rates have been made, the new Schedule of Hourly Rates will be in effect.

Beal Slough Bank Stabilization near 40th (3900) + Highway 2



Map By: Lower Platte South NRD, sdr - March 2022 - Sources: City of Lincoln/Lancaster County; Lower Platte South Natural Resources District







March 2, 2022

Mr. Paul Zillig
Lower Platte South NRD
3125 Portia Street
Lincoln, NE 68521

RE: Proposal for Professional Services
Beal Slough Bank Stabilization near 40th and Highway 2
Lincoln, NE
E&A Proposal # M2022.071.001

Dear Mr. Zillig,

E & A Consulting Group, Inc. (E&A) is pleased to present our proposal to the Lower Platte South NRD (Client) for providing **Engineering Answers** for the above referenced project. The following sections detail our understanding of the project, proposed scope of services, and fee compensation for your review and consideration.

PROJECT DESCRIPTION

The project consists of preparing bank stabilization plans for a portion of Beal Slough located on the north side of Highway 2 just west of S. 40th Street in Lincoln, Nebraska.

I. SCOPE OF SERVICES

A. PROJECT MANAGEMENT

E&A will provide coordination and communication with the Client, including project updates, meeting minutes, and proposed channel repair plans. Meetings with Client will be required during the project.

B. SURVEY SERVICES:

E&A will complete a topographical survey of the project area to establish existing conditions and provide topography for use in the design.

E&A will prepare a site plan showing the information obtained during the field survey. The utility locations and sizes will be determined by surveying the flagged 'One Call' locations of the visible features and using record information from the utility owners.

C. ENVIRONMENTAL DELINEATION AND PERMITTING

E&A has based the scope of work and associated budget for this task on the following information:

- Per the USACE, wetland delineations must be conducted during the growing season in any given year (generally between May and October);
- This scope of services is limited to the physical delineation of the site boundaries and the quantifying report;

- Previous wetland delineation analysis is outside of the scope;
- Our fees assume two 1-hour meetings with the client and/or USACE. Any additional meetings with the client, USACE permitting personnel, or other entities will be considered as an additional cost and billed hourly;
- Our fees assume a NWP with no mitigation component will be completed.

1. Wetland Delineation and Report

a) E&A will research available reference materials to identify potential wetland areas on the identified parcel. E&A will then conduct an on-site wetland and WUS delineation in accordance with the 1987 Corps Wetlands Delineation Manual and the Midwest Regional Supplement to identify wetlands and other WUS as defined by the USACE. It is recommended that the delineation is conducted prior to the start of design and before final design in order to accommodate avoidance and minimization efforts.

b) The “desktop” survey includes research of topographic maps, Natural Resource Conservation (NRCS) Soil data, US Fish and Wildlife Service (USFWS) National Wetland Inventory Maps (NWI), USFWS and Nebraska Game and Parks Commission (NGPC) Threatened and Endangered (T&E) Species occurrence maps, and aerial photography, both recent and historic. Additional research may include immediate and adjacent property owner’s interviews.

c) An on-site wetland and WUS delineation will be conducted during the growing season per the regulations set forth in the 1987 US Army Corps of Engineers Wetland Delineation Manual and the Midwest Regional Supplement. On-site wetland delineations include an overall site assessment of hydrology, vegetation, and soils. A certified wetland delineator will canvas the entire project site identifying areas of concern. These areas will then be investigated further through select data points to document the presence of dominant hydrophytic vegetation, hydric soils, and wetland hydrology. If all three criteria are observed from the data point location the area is considered a wetland unless atypical conditions are observed. Additional areas included in the wetland delineation would include jurisdictional waters such as lakes, ponds, rivers and streams (i.e. WUS).

d) Wetlands and water features will be surveyed by a Leica CS 15 handheld geographic positioning system (GPS) unit. E&A will export surveyed GPS data into a computer-automated drafting (CAD) format to generate the requisite maps for inclusion into the Wetland and WUS Delineation Report.

e) Once complete, this report can be utilized for determining impacts to jurisdictional wetlands and WUS, to obtain concurrence of findings, to request a Preliminary or Approved Jurisdictional Determination, to obtain a 404 Permit authorizing the discharge of dredged or filled material into a jurisdictional wetland or WUS, or to comply with the Nebraska Department of Environment and Energy (NDEE) Title 117 requirements. If impacts to wetlands or WUS are identified on the site, E&A can assist with the 404 permitting process.

2. 404 Permitting

a) Based on the findings of the delineation along with potentially unavoidable impacts to jurisdictional wetlands and WUS to meet project needs, regulatory permitting may be required. The USACE has set thresholds for impacts such as road crossings, piping tributaries, relocating tributaries, and filling or draining wetlands or other water bodies. Bank stabilization projects can be processed under Nationwide Permit (NWP) 13 provided that permanent impacts will not exceed 0.5 acres of jurisdictional wetlands and 0.3 acres of streambed. When cumulative project impacts exceed these thresholds a state Water Quality Certification (WQC) and an Individual Permit (IP) with the USACE are required before dredge or filling project activities within jurisdictional wetlands and/or WUS can be completed. Based on the amount of time and resources required to complete

the WQC and IP process, it is highly recommended that the project be designed to stay within NWP thresholds, if possible.

D. CONCEPTUAL BANK STABILIZATION DESIGN:

E&A will prepare two conceptual bank stabilization plans for the eroded bank areas along Beal Slough north of Highway 2 west of S. 40th Street. Conceptual plans will be used to develop a conceptual Opinion of Probably Cost to determine how the Client wants to proceed with final design.

ADDITIONAL SERVICES

If authorized in writing by the Client, E&A Consulting Group will furnish additional services which are not a part of the services currently listed under Section 1. For these services the Client shall compensate the Engineer as agreed by the parties. Anticipated additional services full construction plans including USACE wetland permitting and construction administration and observation during construction. Additional fee for providing these services will be provided by E&A to the Client if requested after the conceptual plans and cost estimate have been reviewed by the Client.

ASSUMPTIONS

1. The client acknowledges that the project will be designed and processed in accordance with modeling practices and procedures common to the LPSNRD and City of Lincoln. Deviation from such standard practices will be cause for a renegotiation of the fees.

FEES AND EXPENSES

For services outlined under Section 1 above, the Client agrees to pay E&A the actual time of personnel performing such services at our standard hourly rates which is attached as part of this contract. Payment of fees shall be made on a monthly basis as work progresses. E&A's scope of services will be provided on a time and expense basis not to exceed \$21,275.00.

Proposal Section	Scope Description	Fee Amount	/ Format
1.A	Project Management	\$2,000.00	T&E NTE
1.B	Survey Services	\$5,900.00	T&E NTE
1.C	Environmental Delineation	\$4,675.00	T&E NTE
1.D	Bank Stabilization Design	\$8,700.00	T&E NTE
Total:		\$21,275.00	

Tentative Project Schedule

Survey Services	April 1 – April 30
Environmental Services	June 1 – June 30
Bank Stabilization Services	May 1 – June 30

The proposed scope of services and identified fees shall remain effective for a period of 45 days from the date of this proposal. If this proposal is acceptable, please sign both this proposal and the attached Terms & Conditions (see Appendix "A") as indicated and return one copy to E&A.

We are available to discuss this proposal at your earliest convenience. If you have any questions or comments regarding our proposal, please contact me at 402.309.5074 or at tfigard@eag.com. Thank you for choosing E&A and for the opportunity to provide **Engineering Answers** for you and your team.

Sincerely,

E & A CONSULTING GROUP, INC.

Travis A. Figard

Anna Grimes

Project Manager

Civil Engineering Department Manager

Enclosures:

Appendix A: Terms and Conditions

Appendix B: Insurance Requirements

Appendix C: Schedule of Hourly Rates

The undersigned has received, read and hereby agrees to and accepts all terms and conditions contained in this Proposal for Professional Services and in Appendixes A and B which all now represent a legal binding contract of the parties. You may return this signature page by hand delivery or mail or return a copy by facsimile transmission or electronic mail (including pdf) or apply your electronic signature complying with the U.S. Federal E-SIGN Act of 2000 (e.g. www.docusign.com), which counterparts shall be deemed an original and part of the one and same instrument.

Date: _____

Client Full Legal Name: _____

Signature: _____

Individual's Name: _____

Individual's Title: _____

Client Address: _____

City, State, Zip: _____

Phone: _____

Email Address: _____

E & A CONSULTING GROUP, INC.

Engineering Answers

Appendix A Terms and Conditions

1. Basic Agreement

The Proposal for Professional Services, Appendix A (Terms and Conditions), Appendix B (Insurance Requirements) and any other appendix(es), exhibit(s) or table(s), if any, as listed in the Proposal for Professional Services are all, collectively, the "Agreement" and shall govern the parties. E & A Consulting Group, Inc. (E&A) shall provide, or cause to be provided, the services and materials set forth in or undertaken pursuant to the Agreement (the "Services") and Client shall timely and fully pay E&A for such Services.

2. Invoicing

E&A will prepare a monthly invoice in accordance with E&A's standard invoicing practices and submit the invoice to Client. Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due E&A for Services and expenses within thirty (30) days after the date of E&A's invoice, then the amounts due E&A will accrue interest at the rate of 1.5% per month from said thirtieth (30th) day. E&A may, without liability, after giving seven (7) days written notice to Client, suspend Services under the Agreement until E&A has been paid in full all amounts due for Services, expenses, and other related charges. Client agrees to pay any and all reasonable charges incurred by E&A for the collection of unpaid invoices. Payments will be credited first to interest and then to principal.

3. Additional Services

If authorized by Client, or if required because of changes in the Project, E&A shall furnish Services in addition to those set forth in the Agreement. Client shall pay E&A for such additional Services as follows: For additional Services of E&A's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of E&A's employees times their then current standard hourly rates for each applicable billing class; plus, reimbursable expenses and E&A's subconsultants' charges, if any.

4. Design without Construction Phase Services

- A. It is understood and agreed that the E&A's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against E&A that may be in any way connected thereto.
- B. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless E&A, its officers, directors, employees and subconsultants (collectively, E&A) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of E&A.
- C. If the Client requests in writing that E&A provide any specific construction phase services, and if E&A agrees in writing to provide such services, then E&A shall be compensated as an Additional Service(s) as provided in Section 3.01. Additionally:
 - I. E&A shall not at any time supervise, direct, or have control over any contractor's, designer's, fabricator's or supplier's (collectively, "Contractor") work or materials, nor shall E&A have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, for safety precautions and programs incident to a Contractor's work progress, nor for any failure of any Contractor to comply with laws and regulations applicable to Contractor's work.
 - II. E&A neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work, designs or materials in accordance with the contract between Client and such Contractor.
 - III. E&A shall not be responsible for any acts or omissions of any Contractor or of any Contractor's agents, contractors or employees or any other persons (except E&A's own employees); or for any decision made on interpretations or clarifications of the construction contract or designs given by Client unless E&A has in writing adopted such decisions as its own.

5. Termination

- A. The obligation to provide further services under the Agreement may be terminated:
 - I. For cause:
 - (a) By either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform and cure in accordance with the Agreement through no fault of the terminating party, except as stipulated in paragraph 2.
 - (b) By E&A:
 - (i) Upon seven (7) days written notice if E&A believes that E&A is being requested by Client to furnish or perform Services contrary to E&A's responsibilities as a licensed professional;

- (ii) Upon seven (7) days written notice if E&A's Services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond E&A's control;
 - (iii) Immediately, if Client becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, or files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any bankruptcy or insolvency law;
 - (iv) Immediately, if Client makes or seeks to make a general assignment for the benefit of creditors; or
 - (v) Immediately, if Client assigns or attempts to assign its interests and rights in the Agreement in a manner that is prohibited.
- II. For convenience by Client effective upon the receipt of notice by E&A.
 - III. After any termination, E&A shall have no liability to Client on account of such termination, and after any termination, Client shall timely pay for all Services and expenses provided or incurred on or before any termination and for all Services and expenses described in paragraph 5.A.I(b)(v) whenever provided or incurred (*even after termination*), all of which E&A shall invoice to Client, and Client shall timely and fully pay.
 - IV. Notwithstanding the foregoing, the Agreement will not terminate as a result of a substantial failure under paragraph 5.A.I.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than fourteen (14) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such fourteen (14) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, thirty (30) days after the date of receipt of the notice.
 - V. The terminating party under paragraphs 5.A.I or 5.A.II may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow E&A to demobilize personnel and equipment from the Project 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.

6. Controlling Law, Venue and Waiver of Trial by Jury

The Agreement shall be construed and enforced in accordance with and governed by the laws of the State in which the Project is located and applicable federal law, without reference to or application of such State's conflict of law principles. The parties hereby agree that any action to enforce the terms of the Agreement or claims of defective work or materials rendered by E&A shall be brought only in the state or federal courts located in Douglas County, Nebraska, and in no other court. The parties waive the right to a trial by jury on any claim relating to or arising out of the Agreement, or to the Services rendered or to be rendered for the Project.

7. Successors, Assigns, and Beneficiaries

- A. Client and E&A each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and E&A (and to the extent permitted by paragraph 7.B, the assigns of Client and E&A) are hereby bound to the other party to the Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of the Agreement.
- B. Neither Client nor E&A may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the 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 will release or discharge the assignor from any duty or responsibility under the Agreement.

8. Defects in Service

The Client shall promptly report to E&A any defect(s) or suspected defect(s) in E&A's Services of which the Client or its agents or representatives becomes aware so that E&A may take measures to minimize the consequences of such defect(s). The Client further agrees to impose a similar notification requirement on all Contractors in its applicable contracts and shall require all contracts at any level to contain a like requirement. Should legal liability for the defect(s) exist, failure by the Client and the Client's Contractors to notify E&A shall relieve E&A of any liability for costs of remedying the defect(s) above the sum the remedy would have cost had prompt notification been given when such defect(s) were first discovered.

9. Insurance

E&A will carry insurance as detailed in Appendix B (Insurance Requirements). E&A agrees to name the Client and/or Owner as additional insureds on E&A's CGL & AL insurance. E&A agrees to waive all subrogation against the Client and/or Owner arising from claims made by or on behalf of any employee of E&A. At the Client's request, E&A will provide an Acord certificate of insurance executed by a licensed representative of the participating insurer(s).

10. General Considerations

- A. The standard of care for all professional Services performed or furnished by E&A under the Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the

same locality. E&A makes no warranties, express, oral or implied, under the Agreement or otherwise, in connection with E&A's Services. E&A and its subconsultants may use or rely upon the services of others, including, but not limited to, contractors, manufacturers, and suppliers.

- B. All design documents prepared or furnished by E&A are instruments of service, and E&A retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- C. To the fullest extent permitted by law, Client and E&A:
 - I. Waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project or the Services, and
 - II. Agree that Client shall indemnify, defend, and save E&A harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to:
 - (a) Client's breach of the Agreement;
 - (b) The negligent acts or omissions of Client or its employees, Contractors or agents;
 - (c) Any allegation that E&A is the owner or operator of a site or arranged for the treatment, transportation or disposal of hazardous materials including the adverse health effects thereof, and
 - (d) Site access or damage to any subterranean structures or any damage required for site access.
 - III. Where the Services included the preparation of plans and specifications, Client shall have its Contractors agree in writing to indemnify and save harmless E&A and its contractors and subconsultants from and against loss, damage, injury or liability attributable to personal injury or property damage arising out of or resulting from such contractor's performance or non-performance of their work. Contractors shall be required to list the E&A and its contractors and subconsultants as an additional insured, including completed operations, on a primary and non-contributory basis
 - IV. Agree that E&A's total liability to Client under the Agreement, relating to the Services or the Project shall be limited to \$100,000 or the total amount of compensation received by E&A from the Client, whichever is greater. All claims by Client shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.
 - V. Except for enforcement of E&A's rights to payment for Services rendered or to assert and/or enforce its lien rights, including, without limitation, assertion and enforcement of mechanic's lien rights and foreclosure of the same, the Client and E&A agree that all disputes between them arising out of or relating to the Agreement, the Services or the Project shall be submitted to nonbinding mediation before commencement of any suit. The cost for such mediation will be split evenly between the Client and E&A. The Client shall include a similar required mediation provision in all agreements with its Contractors, and E&A shall include a similar required mediation provisions in all agreements with its contractors and subconsultants.
- D. The parties acknowledge that E&A's scope of Services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If E&A or any other party encounters a Hazardous Environmental Condition, E&A may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until Client:
 - I. Retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and
 - II. Warrants that the Project site is in full compliance with applicable Laws and Regulations.
- E. Unless specifically identified otherwise in the scope of Services, it is the responsibility of the Client to obtain all permits and approvals required by law. E&A may assist the Client in applying for those permits and approvals for an additional fee; however, such assistance is not included in the basic Services of the Agreement.
- F. E&A abides by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

11. Total Agreement

The Agreement supersedes all prior proposals, promises, agreements, understandings, and representations made by the parties, whether oral, written or implied, with regard to the matters hereof. The Agreement is contractual and not a mere recital, and it embodies the entire agreement and understanding between the parties concerning the matters hereof. The Agreement may not be changed, modified, supplemented or amended except in writing signed by the parties.

Appendix B Insurance Requirements

General Liability

- Limits: \$1,000,000 per Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis.

Automobile Liability

- Limits: \$1,000,000 CSL per Accident
- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers Compensation

- Limits: Statutory coverage for the state where the project is located
- Employers Liability limits: \$500,000 each Accident
\$100,000 Disease – Per Person
\$500,000 Disease – Policy Limit

Umbrella / Excess

- Limits: \$2,000,000 per Occurrence
- Policy shall provide liability coverage in excess of the specified Workers Compensation/Employers Liability, Commercial General Liability and Auto Liability.

Professional Liability

- Limits: \$2,000,000 per Occurrence
\$4,000,000 General Aggregate
- Policy shall provide for a retroactive date prior to the starting date of services for which the Agreement applies.

Appendix C Schedule of Hourly Rates

Effective January 1, 2022

	<u>RATE</u>
PRINCIPAL.....	290.00
ENGINEER X	270.00
ENGINEER IX	252.00
ENGINEER VIII	224.00
ENGINEER VII	207.00
ENGINEER VI	192.00
ENGINEER V	170.00
ENGINEER IV	158.00
ENGINEER III	137.00
ENGINEER II	121.00
ENGINEER I	106.00
LAND PLANNER X	260.00
LAND PLANNER IX	242.00
LAND PLANNER VIII	216.00
LAND PLANNER VII	201.00
LAND PLANNER VI	187.00
LAND PLANNER V	168.00
LAND PLANNER IV	155.00
LAND PLANNER III	135.00
LAND PLANNER II	120.00
LAND PLANNER I	106.00
LANDSCAPE DESIGNER IV	148.00
LANDSCAPE DESIGNER III	135.00
LANDSCAPE DESIGNER II	121.00
LANDSCAPE DESIGNER I	108.00
LANDSCAPE ARCHITECT IV	187.00
LANDSCAPE ARCHITECT III	175.00
LANDSCAPE ARCHITECT II	161.00
LANDSCAPE ARCHITECT I	148.00
TECHNICIAN VIII	192.00
TECHNICIAN VII	176.00
TECHNICIAN VI	148.00
TECHNICIAN V	135.00
TECHNICIAN IV	117.00
TECHNICIAN III	105.00
TECHNICIAN II	90.00
TECHNICIAN I	84.00
REGISTERED LAND SURVEYOR VII	260.00
REGISTERED LAND SURVEYOR VI	242.00
REGISTERED LAND SURVEYOR V	229.00
REGISTERED LAND SURVEYOR IV	204.00
REGISTERED LAND SURVEYOR III	178.00

Appendix C Schedule of Hourly Rates

Effective January 1, 2022

	<u>RATE</u>
REGISTERED LAND SURVEYOR II	155.00
REGISTERED LAND SURVEYOR I	135.00
SURVEY PARTY	196.00
SURVEY PARTY, 1-PERSON	145.00
PARTY CHIEF	104.00
SID MANAGER X.....	260.00
SID MANAGER IX.....	242.00
SID MANAGER VIII.....	216.00
SID MANAGER VII.....	201.00
SID MANAGER VI.....	187.00
SID MANAGER V.....	168.00
SID MANAGER IV.....	155.00
SID MANAGER III.....	135.00
SID MANAGER II.....	120.00
SID MANAGER I.....	106.00
CONSTRUCTION MANAGER III	175.00
CONSTRUCTION MANAGER II.....	155.00
CONSTRUCTION MANAGER I.....	135.00
CONSTRUCTION TECHNICIAN III	121.00
CONSTRUCTION TECHNICIAN II	108.00
CONSTRUCTION TECHNICIAN I	94.00
ENVIRONMENTAL SCIENTIST X.....	260.00
ENVIRONMENTAL SCIENTIST IX.....	242.00
ENVIRONMENTAL SCIENTIST VIII.....	210.00
ENVIRONMENTAL SCIENTIST VII.....	187.00
ENVIRONMENTAL SCIENTIST VI.....	169.00
ENVIRONMENTAL SCIENTIST V.....	158.00
ENVIRONMENTAL SCIENTIST IV.....	139.00
ENVIRONMENTAL SCIENTIST III	121.00
ENVIRONMENTAL SCIENTIST II.....	106.00
ENVIRONMENTAL SCIENTIST I.....	85.00
ADMINISTRATIVE ASSISTANT IV	115.00
ADMINISTRATIVE ASSISTANT III.....	105.00
ADMINISTRATIVE ASSISTANT II.....	95.00
ADMINISTRATIVE ASSISTANT I.....	85.00

** Hourly rates are reviewed annually to identify wage adjustments and increases in operating expenses. If hourly work under this agreement continues into periods where adjustments to the Schedule of Hourly Rates have been made, the new Schedule of Hourly Rates will be in effect.



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

THIS IS AN AGREEMENT effective as of March 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:

Deadmans Run Pipe Replacement ("Project").

JEO Project Number: 220220.00

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: \$22,285
- 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: _____

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 – Deadmans Run Pipe Replacement
JEO Project No. 220220.00

Project Purpose:

JEO proposes to provide engineering services to assist the Lower Platte South NRD (Owner) with design, permitting, and construction services for removal and replacement of one (1) existing stormwater drainage structure along Deadmans Run near 63rd and X Street in Lincoln, NE. The existing structure consists of a curb inlet that collects street drainage into a 24" diameter reinforced concrete pipe (RCP) that transitions to a 30" diameter corrugated metal pipe (CMP) that outlets into Deadmans Run. The overall structure length is approximately 75-foot. The existing CMP has aged and deteriorated to the point it is needing replacement. The condition of the RCP is unknown, and it will be inspected to determine if replacement is needed. This scope of services assumes the RCP will also need to be replaced.

The attached map shows the structure location. Design drawings and specifications will be sealed and signed by a professional engineer and permit applications outlined below will be completed.

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
- Attend one meeting with the Owner, Lincoln Watershed Management, and Lancaster County staff to review the proposed project and obtain concurrence on the intended design

1.2 – Survey

- Coordinate with a subcontractor to perform a CCTV inspection of the existing structure. Review the inspection results and discuss condition with Owner. Determine extent of piping that requires removal and replacement.
- Perform topographic field survey of the project site to collect elevation and location of the landscape and drainage feature data necessary to design improvements and develop construction quantities
 - o When possible, survey will include tape measurement to visible elbow(s), deflections in pipe direction, and changes in pipe material

Exhibit A

- Request a utility locate and survey underground utilities that are marked in the field by others
- Research and survey property corners and/or easements necessary to identify right-of-way (ROW). It is not intended to set missing property corners and/or file any new survey(s) with the County.
- Prepare easement exhibit and description for one (1) temporary construction easement

1.3 – Design

- Prepare engineering design drawings. Drawings are anticipated to include:
 - o Topographic survey information
 - o Property map
 - o Demolition plan
 - o Pipe plan and profile
 - o Survey control
 - o Details and typical cross sections
- Develop 60% design drawings and opinion of cost
- Submit 60% design documents to owner for review
- 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) meeting with CCTV Contractor and Owner to inspect pipe

Task Deliverables:

- Project schedule
- Project invoices
- CCTV inspection and condition summary
- 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 in design phase
- Modifications to City of Lincoln owned facilities will be limited to the removal and replacement of piping; not curb inlets, manholes, paving, etc.
- Design, specifications, and bid documents will be for one bid package

Exhibit A

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 will be within a regulatory floodway and will require a 'no-rise certification'

2.2 – City of Lincoln ROW

- JEO will facilitate the City ROW permitting process, according to the Right-of-Way Procedures Manual
- ROW application and supporting documents will be submitted via the online portal

Meetings:

- None

Task Deliverables:

- Floodplain development permit application
- City ROW permit

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
- It is anticipated that all project activity and disturbance will be above the ordinary high-water mark (OHWM) and therefore a USACE Section 404 permit is not required. If during the course of the design process it is determined that a 404 permit will be required, JEO will review with the NRD to determine an appropriate course of action.
- If it is determined the proposed project will impact Waters of the U.S. (WOUS), an amendment to the Scope of Services will be necessary to perform a wetland delineation and 404 permitting
- NEPA will not be required
- Disturbed area will be less than 1.0 acre and therefore National Pollution Elimination System (NPDES) permitting will not be required

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)

Exhibit A

- 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
 - o Complete field reports and collect photographs to document the work
- JEO will provide construction administration services including:
 - o Contractor and NRD coordination
 - o Review of shop drawings and material certifications
 - o Review of material testing results
 - o Review of payment requests
 - o Processing change orders, if needed
 - o Develop punch list
 - o Project close-out and substantial completion documentation

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

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

Exhibit A

- Reviewed shop drawings
- Reviewed payment requests
- Change orders, if necessary
- Construction photos
- Material testing results
- Punch list
- Certificate of Substantial Completion
- Record drawings
- O&M Addendum submittal

Key Understandings/Assumptions:

- There will be one bid package
- Following the award of the contract, JEO will review the responsibilities and expectations of JEO during the construction phase and also past history with the Contractor to determine if any adjustments to the scope of work are necessary.
- Assumes RPR and Construction Administration (Task 3.2) will be limited to 18 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.....	\$12,910
Task 2 – Permitting.....	\$2,755
Task 3 – Construction Services.....	\$6,620

Project Total \$22,285

*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 three (3) 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.

Watershed Management GIS Viewer



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.



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

E.

Memorandum

Date: March 2, 2022
To: Urban Subcommittee
From: Tracy Zayac, Stormwater/Watershed Specialist
Subject: CAP Projects for consideration at March 9, 2022, meeting

1. CAP.2020.007 City of Hickman bike trail underpass (construction): This project will install a bike-trail undercrossing as part of improvements to 68th Street. The Board of Directors approved a Community Assistance Program cost-share for \$103,743 for this project on March 17, 2021; LPSNRD and the City of Hickman signed an interlocal agreement for this project.

Construction on the project is projected to begin in July 2022 and be completed in September 2022, meaning that NRD funds will be paid out of the FY23 budget.

The City received two bids for the project in February 2022. The low bidder was Bauer Infrastructure. Bauer's total bid for the project was \$319,105.63, of which \$266,383.50 are costs eligible for cost-share through the Community Assistance Program and includes project components that were not part of the original cost estimate. This is \$58,896 higher than the estimated project costs submitted for the original cost-share request in 2021.

The City of Hickman is requesting additional cost share of \$29,448, which is 50% of \$58,896. If approved, LPSNRD and the City would need to sign an amendment to the existing interlocal agreement to reflect the increase in cost-share funding.

Enc.: Hickman bike trail request information



March 1, 2022

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

Dear Ms. Zayac,

On February 15th, the City of Hickman received bids to construct a trail undercrossing beneath 68th Street, on the north side of Prairie View Lane. Bauer Underground was the low bidder for the project with a bid of \$621,173.50. Of that amount, \$266,383.50 is eligible for cost-sharing through the LPSNRD's Community Assistance Fund.

The LPSNRD previously approved a cost sharing contribution of \$103,743 which was based on 50% of the eligible costs as shown in the preliminary cost estimate provided to LPSNRD on 10/29/20.

This letter is to request an updated contribution amount of \$133,192 based on the actual bid results. A bid tab is attached, showing the difference between the preliminary cost estimate and the low bid result. Items highlighted in red are not eligible for cost sharing and have been excluded from the estimate. The line items in the bid do not correspond exactly to the items in the preliminary cost estimate, so the best matched item was chosen for the comparison. The preliminary cost estimate is also attached for your reference.

Below is a summary of the primary factors resulting in the increased cost:

- Construction cost inflation between October 2020 and February 2022.
- 24" storm culvert must be rerouted to the west rather than extended beneath the trail to the north.
- 10" PVC water main must be relocated due to a conflict with the wingwall footings.

Construction is anticipated to begin in July 2022 and be completed in September 2022.

Thank you for considering this request. Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Brian Schuele". The signature is written in a cursive, flowing style.

Brian Schuele, PE
Hickman City Engineer
Olsson



**HICKMAN ROUNDABOUT AND CULVERT
UNDERCROSSING**

Bid Date
Tuesday, February 15, 2022

Olsson Project No.
017-32130

CONTRACTOR				BAUER INFRASTRUCTURE Martell, NE		PRELIM COST ESTIMATE Lincoln, NE	
ITEM	UNIT	QTY.	Unit Price	Extension	Unit Price	Extension	
BID SECTION 3 - CULVERT UNDERCROSSING IMPROVEMENTS							
1	MOBILIZATION	LS	1	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 25,000.00
2	LARGE TREE REMOVAL	EA	1	\$ 550.00	\$ 550.00	\$ -	\$ -
3	GENERAL CLEARING AND GRUBBING	LS	1	\$ 8,000.00	\$ 8,000.00	\$ -	\$ 7,500.00
4	EARTHWORK	LS	1	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 25,000.00
5	SALVAGING AND REPLACING TOPSOIL	CY	355	\$ 45.00	\$ 15,975.00	\$ -	\$ -
6	REMOVE 8" ASPHALT PAVEMENT	SY	0	\$ -	\$ -	\$ -	\$ -
7	REMOVE 8" CONCRETE PAVEMENT	SY	0	\$ -	\$ -	\$ -	\$ -
8	5" CONCRETE SIDEWALK PAVEMENT, CLASS 47B-3500	SF	8,172	\$ 8.50	\$ 69,462.00	\$ -	\$ 60,125.00
9	8" CONCRETE PAVEMENT, CLASS 47B-3500	SY	0	\$ -	\$ -	\$ -	\$ -
10	ADJUST MANHOLE TO GRADE	EA	1	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -
11	54" ID STORM MANHOLE	EA	2	\$ 6,725.00	\$ 13,450.00	\$ -	\$ -
12	REMOVE 24" CMP STORM SEWER CULVERT	LF	17	\$ 24.00	\$ 408.00	\$ -	\$ -
13	REMOVE EXISTING BOX CULVERT STRUCTURE	EA	0	\$ -	\$ -	\$ -	\$ -
14	REMOVE EXISTING 24" CULVERT HEADWALL STRUCTURE	EA	1	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -
15	24" REINFORCED CONCRETE PIPE	LF	160	\$ 107.00	\$ 17,120.00	\$ -	\$ 7,500.00
16	24" CONCRETE FLARED END SECTION	EA	1	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -
17	ROCK RIPRAP, TYPE C	TN	0	\$ -	\$ -	\$ -	\$ -
18	RELOCATE SIGN	EA	1	\$ 400.00	\$ 400.00	\$ -	\$ -
19	6" ASPHALTIC CONCRETE, TYPE SPR	TN	0	\$ -	\$ -	\$ -	\$ -
20	SEEDING, TYPE F RURAL MIX (CITY OF LINCOLN)	SY	2,190	\$ 0.85	\$ 1,861.50		\$ 2,500.00
21	EROSION CONTROL BLANKET	SY	2,190	\$ 1.50	\$ 3,285.00		\$ 5,000.00
22	CURB INLET PROTECTION	EA	1	\$ 150.00	\$ 150.00	\$ -	\$ -
23	FABRIC SILT FENCE	LF	480	\$ 5.00	\$ 2,400.00	\$ -	\$ -
24	ADJUST FIRE HYDRANT TO GRADE	EA	1	\$ 450.00	\$ 450.00	\$ -	\$ -
25	ADJUST WATER VALVE TO GRADE	EA	2	\$ 450.00	\$ 900.00	\$ -	\$ -
26	ABANDON WATER MAIN	LF	100	\$ 25.00	\$ 2,500.00	\$ -	\$ -
27	10" PVC WATER MAIN	LF	127	\$ 160.00	\$ 20,320.00	\$ -	\$ -
28	LARGE SEGMENTAL BLOCK RETAINING WALL	VSF	1,071	\$ 52.00	\$ 55,692.00	\$ -	\$ 56,000.00
29	RETAINING WALL HANDRAIL	LF	182	\$ 30.00	\$ 5,460.00	\$ -	\$ -
30	CONSTRUCT CONCRETE BOX CULVERT	LS	0	\$ -	\$ -	\$ -	\$ -
31	CONSTRUCT CONCRETE BOX CULVERT LIGHTING	LS	0	\$ -	\$ -	\$ -	\$ -
	CONTINGENCY (10%)	LS	0	\$ -	\$ -	\$ -	\$ 18,862.50
	CONSTRUCTION SUBTOTAL				\$ 266,383.50		\$ 207,487.50
	EASEMENT ACQUISITION				\$ -		\$ -
	DUE DILIGENCE AND PERMITTING SERVICES				\$ -		\$ -
	ENGINEERING DESIGN & BIDDING SERVICES				\$ -		\$ -
	ENGINEERING CONSTRUCTION SERVICES				\$ -		\$ -
	PROJECT TOTAL				\$ 266,383.50		\$ 207,487.50

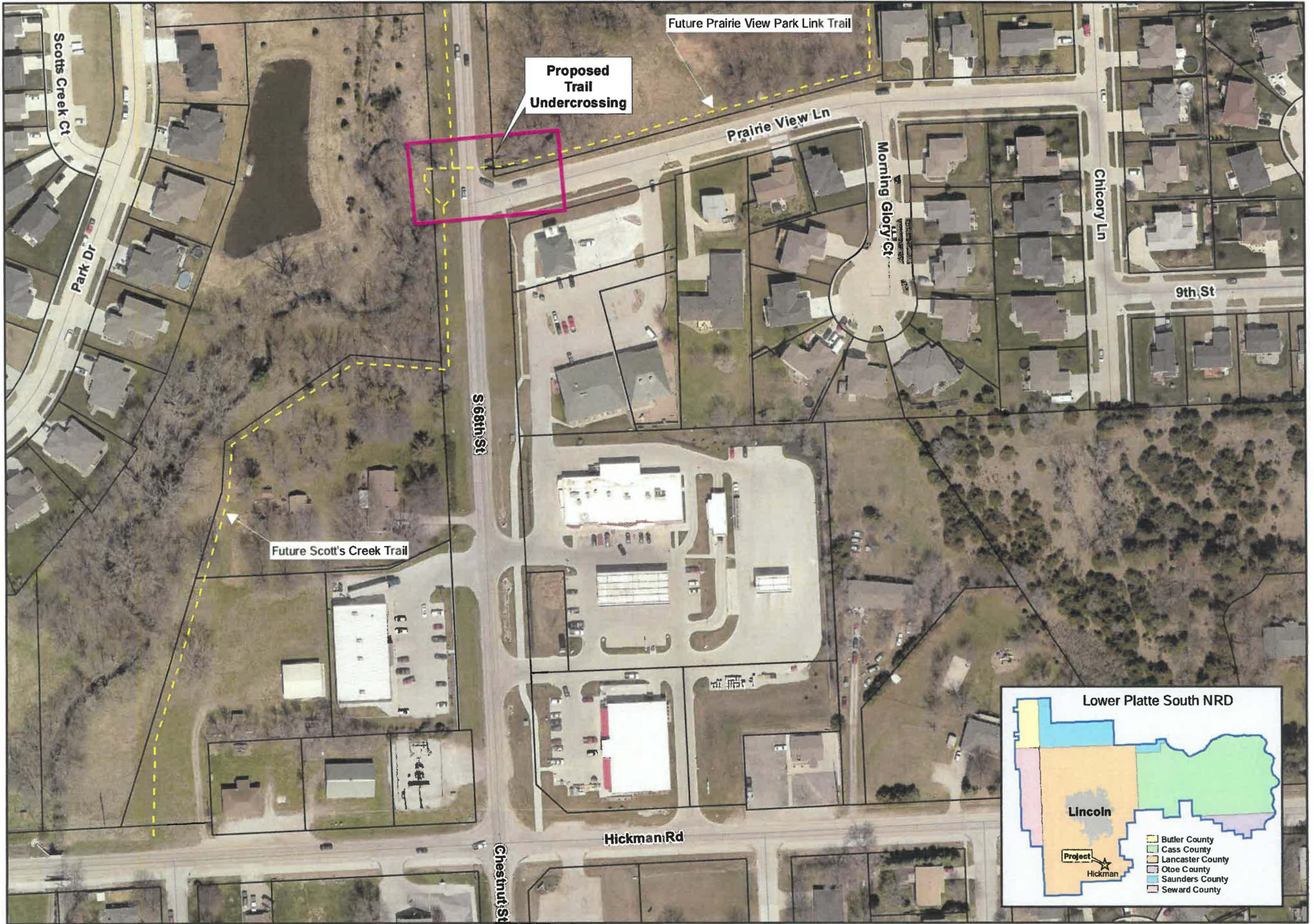
Opinion of Probable Cost - NRD Eligible Items
Hickman 68th Street Undercrossing
10/29/2020



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

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

Community Assistance Request - Hickman, Proposed Trail Undercrossing



Map By: Lower Platte South NRD, sdr - March 2021

