




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: September 14, 2023
To: Urban Subcommittee
From: Mark Lindemann, District Engineer 
Subject: September 2023 Urban Subcommittee Meeting Minutes

The Urban Subcommittee met on Thursday, September 14, at the NRD Office in the large conference room. Subcommittee members participating included John Yoakum- committee chair, Gary Aldridge, Melissa Baker, Larry Ruth, Stacie Sinclair, Susan Seacrest, and Ray Stevens. Others participating included NRD staff Mike Sousek, Mike Murren, Drew Ratkovec, and Mark Lindemann. Mike Boehm with the Pine Lake Association, Ross Lawrence with JEO Consulting Group, Inc., and Travis Figard with E&A Consulting Group, Inc., were also in attendance. Director Yoakum called the meeting to order at 5:30 pm. There were six (6) items the Subcommittee took action on, and a review of the FY23 Measurable Goals and the proposed Measurable Goals for FY24. A quorum was present for the meeting.

A. Consideration of Revising Board Approved Motion for the Pine Lake Association Community Assistance Program Request - Dam Rehabilitation Project [ACTION] – Drew Ratkovec provided the Directors an update of the construction progress for the Pine Lake Association (PLA) dam rehabilitation project and shared photos and a drone video taken by NRD staff earlier in the week. He then referred to his memo dated September 6, 2023, that explains the miscommunications between staff and the PLA regarding the timing of NRD reimbursements for work completed. For CAP projects, the District normally reimburses upon completion of the project, and the PLA is asking the NRD to consider that it be allowed to request reimbursements during construction as pay application requests are submitted by the Contractor and reviewed by the engineer of record. Mike Boehm, with the PLA explained that the financing was set up based on discussions with staff and the understanding that the PLA would be able to request reimbursements during construction and not after final completion. Ratkovec explained that the original motion that approved the PLA's CAP request would require a revision. The Subcommittee discussed the process of typical CAP projects and NRD reimbursement and noted that the PLA CAP project is unique due to the components of the project, a contract over \$ 1 million dollar, and two engineering firms (The Flatwater Group and Hazard Engineering) that are performing construction observation inspection. It was also noted by Directors that this project helps plays a part in the Salt Creek Flood Resiliency. Many commented that in the future there is potential for more projects of larger size and cost and suggested that a formal policy for the Community Assistance Program be developed to provide consistency and minimize risk to the District. The Directors agreed to use the revised motion proposed by Ratkovec with an amendment stating that the District will hold \$100,000 of reimbursement funds until the Nebraska Department of Natural Resources Construction Certification for Dams is received.

It was moved by Stevens, seconded by Seacrest, and approved by the Subcommittee (6 -1, Aldridge Voting No) to revise the original approved motion and recommend that the Board of Directors approve that the Pine Lake Association be reimbursed through the Community Assistance Program for the Dam Rehabilitation Project while the construction phase is ongoing as the contractor submits payment requests. All payment requests shall be reviewed and approved by the Engineer of Record. The final NRD reimbursement payment will be contingent upon the dam rehabilitation construction meeting the requirements of the project plans and specifications and the Nebraska Department of Natural Resources Construction Certification for Dams. The Pine Lake Association shall be responsible for all permits, construction plans and specifications, construction observation, certification of work, and the operation and maintenance of this project, pending Legal Counsel review. The cost-share amount will be 50% of the total eligible costs for construction and construction observation of \$1,122,231.41, not to exceed \$561,115 of NRD funds, with the final \$100,000 to be held by the District until the Nebraska Department of Natural Resources Construction Certification for Dams is received.

B. Consideration of Bids for the South Salt Creek Watershed Master Plan Project #6 [ACTION] – Murren provided a narrative for the stream stability project on Salt Creek and its tributary located in Wilderness Park. Professional services from Intuition and Logic Engineering, Inc. were approved by the Board in April of 2023, and the acquiring of landrights for construction access and future maintenance were approved in January of 2023. The invitation for construction bids were advertised on August 2nd, 9th, and 16th, and a mandatory pre-bid meeting was held on August 23, 2023. Bids were opened on September 6th, at 1:00 pm. The NRD received two (2) bids from contractors, with the low bid of \$728,885, from Yost Excavating, Inc. The second bid was by H.R. Bookstrom Construction Inc. was \$1,387,836. It was noted that the engineering estimate was \$769,100. Yost Excavating has performed similar work for the NRD on South Salt Creek #3 and #4, and meets the qualifications for the project. Mark Meyer, with Intuition & Logic, has reviewed the bids, Contractor and Subcontractor qualifications, and has recommended awarding the Project to Yost Excavating, Inc. for the low bid of \$728,885. See the attached recommendation memo from Intuition & Logic and summary of the bids.

It was moved by Stevens, seconded by Seacrest, and approved by the Subcommittee (7-0) to recommend that that the Board of Directors approve the low bid of \$728,885, by Yost Excavating, Inc., for the South Salt Creek Master Plan Project #6.

C. Consideration of a Professional Services Agreement Amendment #1 with Intuition & Logic Engineering, Inc. for Construction Management Services for the South Salt Creek #6 Watershed Master Plan Project [ACTION] – Murren noted that the previous discussed item for the construction project on South Salt Creek will require construction management and site observation services to ensure proper construction methods, the project is built to the requirements of the plans and specifications, and that the vegetation is planted and established successfully. The NRD has asked Intuition and Logic Engineering, Inc., the engineer of record for the project, to provide a proposal (Amendment #1 to existing contract) for these services. The fee for these services is at a total cost not to exceed \$83,402.

It was moved by Stevens, seconded by Baker, and approved by the Subcommittee (7 – 0) to recommend that the Board of Directors approve the Professional Services Agreement Amendment #1 with Intuition & Logic Engineering, Inc., for Construction Management and Observation Services for the South Salt Creek Watershed Master Plan Project #6, at an amount not to exceed \$83,402, pending legal counsel review.

D. Consideration of a Professional Services Agreement with JEO Consulting Group for the Salt Creek Levee Sheet Pile Toe Repair Project Near North 19th Street (STA. 309+00L – 312+00L). [ACTION] – Lindemann displayed a location map of the Salt Creek Levee upstream of the Theresa Street Wastewater Treatment Plant on the left bank. It was explained that in the late 1990's bank stabilization and installation of sheet pile at the riverward bank toe was constructed on the left bank. NRD staff has observed a portion of the sheet pile appears to have buckled (photo shown). The sheet pile depths are estimated to be between 8 and 12 feet below ground surface. The bank above the sheet pile currently remains stable, but repairs are required to prevent future instability. JEO was asked to provide a proposal to investigate the failure and develop and design, permit, and prepare plans for the repair. The fee for the proposal is at a cost not to exceed \$120,123. Lindemann noted that an extra \$15,000 of the proposal for a geotechnical investigation and additional analysis will likely not be needed, based on JEO's conversations with the U.S. Army Corps of Engineers (USACE). Ross Lawrence with JEO was present to answer questions from the Directors.

It was moved by Baker, seconded by Sinclair, and approved by the Subcommittee (5 - 0, 2 Absent) to recommend that the Board of Directors approve the Professional Services Agreement with JEO Consulting Group, Inc., in an amount not to exceed \$120,123 for Salt Creek Levee Sheet Pile Toe Repair Project Near N. 19th Street (Station 309+00L – 312+00L).

E. Consideration of a Professional Services Agreement with E&A Consulting Group, Inc., for the Salt Creek Levee Drainage Structure Replacement Project Near Charleston Street (STA. 238+90R) [ACTION] – Lindemann noted that the next item for action is also on the Salt Creek Levee System. It was explained that the NRD regularly has all drainage structures on the levee video inspected and a report is prepared to inform on condition of the structures. The report is used to assist in the programming of repair and replacement projects to keep the levee system operational as intended. The last report was received in May of 2022. To date the NRD has addressed nine of these structures. Four are currently in design or permitting stages and the remaining have either been removed, repaired, or replaced. The next structure on the priority list is located at Station 238+90R, near the Nebraska School Activities Association (NSSA). The location of the structure was presented to the Directors. The drainage structure is an 18-inch reinforced concrete pipe (RCP) and inspections of this structure indicate a need for total replacement. E&A Consulting Group, Inc. has been asked to provide a proposal for professional services for the design, permitting, and plan preparation. The total cost of E&A's proposal is at a total cost not to exceed \$61,925. If this project is considered maintenance by the USACE, the total fee will be reduced by \$9,800, as soil borings and a 408 submittal will not be required. Travis Figard, with E&A was present to answer Director's questions.

It was moved by Seacrest, seconded by Stevens, and approved by the Subcommittee (6 – 0) to recommend that the Board of Directors approve the Professional Services Agreement with E&A Consulting Group, Inc., in an amount not to exceed \$61,925 for the Salt Creek Levee Drainage Structure Replacement Project near Charleston Street (STA. 238+90R).

F. Consideration of a Professional Services Agreement with Olsson for the Oak Creek Mitigation Site Downstream of Interstate 80 [ACTION] – Lindemann gave the status of the Antelope Creek 40th to Scott Avenue bank repair project and provided background on the mitigation site at Oak Creek, that was established to satisfy the requirements of the 404 permit. A map of the location was presented. He noted that maintenance staff had been working to prepare the site for seeding, and seeding has recently been performed. Monitoring and reporting is expected to start in October of 2023 and is required by the USACE

for a period five (5) years to determine successful establishment. Olsson's proposal for monitoring and reporting services at a cost not to exceed \$24,000.

It was moved by Ruth, seconded by Seacrest, and approved by the Subcommittee (6 – 0) to recommend that the Board of Directors approve the Professional Services Agreement with Olsson, in an amount not to exceed \$24,000 for Monitoring and Reporting of the Oak Creek Mitigation Site.

G. Review of FY21 Measurable Goals and acceptance of FY22 Measurable Goals for inclusion in the FY2022 Long Range Implementation Plan. –Lindemann noted that Finance and Planning has reviewed and accepted the FY23 12-month review and proposed FY24 Measurable Goals yesterday (September 13th), and that no action needs to be taken by the Urban Subcommittee. The FY23 12-month review of Measurable Goals were reviewed and the proposed FY2024 Measurable Goals for inclusion into the FY24 Long Range Implementation Plan were also discussed. The focus of the Urban FY24 Measurable Goals is on completing Community Assistance Program projects, Salt Creek Levee projects, the South Salt Creek #6 master plan project, and the Deadmans Run Flood Reduction project.

Meeting adjourned at 6:53 pm.

Enclosures

cc: Dave Landis
Steve Seglin
Corey Wasserburger



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Memorandum

Date: September 8, 2023
To: Urban Subcommittee
From: Mark Lindemann, District Engineer
Subject: Urban Subcommittee Background Information – September 2023

The Urban Subcommittee will be meeting on Thursday, September 14, 2023, at the NRD Office, at 5:30 pm to review, discuss and take action on several items. The following summarizes the items to take action on at the meeting. Please find the attached background information on these items; the red letters shown on the upper right of the attachments help denote which item below they relate to.

A. Consideration of Revising Board Approved Motion for the Pine Lake Association Community Assistance Program Request - Dam Rehabilitation Project [ACTION] – Please refer to Drew Ratkovec’s memo dated September 6, 2023, regarding project progress and the Pine Lake Association’s (PLA) request to consider the NRD reimbursement as contractor payment requests are received. As stated in Ratkovec’s memo, in the May 2023 Board Meeting, the PLA’s request for cost-share reimbursement for the dam rehabilitation project (NRD to reimburse \$561,115). The approved motion states that NRD reimbursement is contingent on final completion of the project and a Construction Certification for Dams by the Nebraska Department of Natural Resources. The NRD standard policy for the Community Assistance Program projects is to reimburse after NRD staff have inspected and reviewed the completed project. Due to some miscommunication between staff and the PLA, the PLA believed that NRD reimbursements during construction would be allowed. Because of the amount of funding and funding arrangements already made by the PLA for the dam rehabilitation project, the PLA has asked the NRD to consider allowing for reimbursement as construction proceeds (i.e., as the Contractor submits payment requests). This would require the Board to revise the original motion. The May 10, 2023, Urban Subcommittee meeting minutes that contain the original motion are attached and the suggested motion by Ratkovec is provided below.

The Subcommittee will consider a motion to revise the original approved motion and recommend that the Board of Directors approve that the Pine Lake Association be reimbursed through the Community Assistance Program for the Dam Rehabilitation Project while the construction phase is ongoing as the contractor submits payment requests. All payment requests shall be reviewed and approved by the Engineer of Record. The final NRD reimbursement payment will be contingent upon the dam rehabilitation construction meeting the requirements of the project plans and specifications and the Nebraska Department of Natural Resources Construction Certification for Dams. The Pine Lake Association shall be responsible for all permits, construction plans and specifications, construction observation, certification of work, and the operation and maintenance of this project, pending Legal Counsel review. The cost-share amount will be 50% of the total eligible costs for construction and construction observation of \$1,122,231.41, not to exceed \$561,115 of NRD funds.

B. Consideration of Bids for the South Salt Creek Watershed Master Plan Project #6 [ACTION] – At the April 2022 Board Meeting, approval was given for a professional services agreement with Intuition & Logic Engineering, Inc., for the design, permitting, and plan development for the South Salt Creek Watershed Master Plan stream stability project #6. This project is located in Wilderness Park and addresses channel incision and bank stability beneath the main stem of Salt Creek beneath an old Rock Island Railroad Bridge, and on a Salt Creek tributary upstream and downstream of the Jamaican North Trail Bridge (See attached location map). Construction is expected to start in November of 2023 will be completed by May 1, 2024, and prior to the separate construction project for the Rock Island Railroad bridge where the bridge will be remodeled to accommodate trail traffic. The construction project was advertised for bids on August 2nd, 9th, and 16th, with a bid opening on September 6th, at 1:00 pm. A mandatory pre-bid meeting was also held at the NRD office August 23, 2023, with five contractors in attendance. The NRD received two (2) bids from contractors, with the low bid of \$728,885, from Yost Excavating, Inc. The second bid from H.R. Bookstrom Construction, Inc. was \$1,387,836. Yost Excavating, Inc. has performed similar work for the NRD and meets the qualifications for the project. Mark Meyer, with Intuition & Logic, has reviewed the bids, Contractor and Subcontractor qualifications, and has recommended award of the Project to Yost Excavating, Inc. for the low bid of \$728,885. See the attached recommendation memo from Intuition & Logic and summary of the bids.

The Subcommittee will consider a motion to recommend that the Board of Directors approve the low bid of \$728,885, by Yost Excavating, Inc., for the South Salt Creek Master Plan Project #6.

C. Consideration of a Professional Services Agreement with Intuition & Logic Engineering, Inc. for Construction Management Services for the South Salt Creek #6 Watershed Master Plan Project [ACTION] – As discussed in Action Item B, the South Salt Creek Stream Stability Project (Watershed Master Plan Project #6) is expected to start construction in November of 2023. This project will require construction management and site observation services during active construction and vegetation establishment to ensure proper construction methods and the project is built to the plans and specifications. Intuition & Logic Engineering, Inc., the engineer of record for the project, is in the best position to perform these services and to interpret the plans and specifications. NRD staff has worked with Intuition and Logic to provide a scope and fee for professional services, at a cost not to exceed \$83,402. Attached is the professional services scope and fee from Intuition & Logic.

The Subcommittee will consider a motion to recommend that the Board of Directors approve the Professional Services Agreement with Intuition & Logic Engineering, Inc., for Construction Management and Observation Services for the South Salt Creek Watershed Master Plan Project #6, at an amount not to exceed \$83,402, pending legal counsel review.

D. Consideration of a Professional Services Agreement with JEO Consulting Group for the Salt Creek Levee Sheet Pile Toe Repair Project Near North 19th Street (STA. 309+00L – 312+00L). [ACTION] – During NRD inspections and observations of the Salt Creek Levee System, a portion of sheet pile on the left bank toe appears to have failed. The original intent of the sheet pile was to stabilize the bank on toe of along the levee and was constructed in the late 1990's. To prevent future bank instability, the NRD contacted JEO to provide a proposal to investigate and to develop a design for the sheet pile repair. JEO's proposal includes the investigation, design, permitting and bidding services, for a total cost not to exceed \$120,123. It should be noted that a site investigation (Task 5.2 of proposal) is not likely to be required for the analysis and design, and would reduce the total cost by \$15,000. See attached site location map and proposal from JEO.

The Subcommittee will consider a motion to recommend that the Board of Directors approve the Professional Services Agreement with JEO Consulting Group, Inc., in an amount not to exceed \$120,123 for Salt Creek Levee Sheet Pile Toe Repair Project Near N. 19th Street (Station 309+00L – 312+00L).

E. Consideration of a Professional Services Agreement with E&A Consulting Group, Inc., for the Salt Creek Levee Drainage Structure Replacement Project Near Charleston Street (STA. 238+90R) [ACTION]

– In 2022, the NRD hired an engineering firm to perform video inspections of the drainage structures that are part of the Salt Creek Levee System. In the drainage pipe inspection report, recommendations for repairs and replacements were made and a priority list was provided. The drainage pipe priority list is based on the impacts to the safety of the levee system and each structures condition. This priority list has been used by NRD staff to assist in programming projects for the Salt Creek Levee System. Many of these structures, if left to fall in further disrepair, could compromise the Levee System. The drainage structure at 238+90R near Charleston Street is an 18-inch reinforced concrete pipe and would be the 10th structure on the priority list that the NRD will have addressed since the inspection report was received in May of 2022. To date, five drainage structures have been repaired, replaced, or removed, and four structures are in the design or permitting process and being prepared for construction in FY24 and 25. The NRD has asked E&A Consulting Group, Inc. for a proposal for design, permitting, development of plans, and bidding services to replace the drainage structure at Station 238+90R. Travis Figard, at E&A has submitted a proposal to the NRD at a total cost not to exceed \$61,925. It should be noted that if the USACE considers the proposed construction work as maintenance, and a site investigation is not required, the total fee would be reduced by \$9,800. See attached site location map and proposal from E&A.

The Subcommittee will consider a motion to recommend that the Board of Directors approve the Professional Services Agreement with E&A Consulting Group, Inc., in an amount not to exceed \$61,925 for the Salt Creek Levee Drainage Structure Replacement Project near Charleston Street (STA. 238+90R).

F. Consideration of a Professional Services Agreement with Olsson for the Oak Creek Mitigation Site Downstream of Interstate 80 [ACTION]

– The Antelope Creek bank repair project from 40th Street to Scott Avenue is substantially complete, with only erosion control and seeding taking place this month. One remaining piece of this project is the establishment of the mitigation site that was required from the U.S. Army Corps of Engineers (USACE) Section 404 permit. In April of 2022, the Board approved the development of a mitigation site along Oak Creek owned by the NRD. Olsson assisted the NRD with the permitting and developed the 12-Point Compensatory Mitigation Plan as required by USACE. NRD staff has prepared the site and seeding will occur at the beginning of October 2023. Monitoring and reporting of the site is expected to begin in October of 2023, and occur annually for a total of 5 years. Staff has requested Olsson provide a proposal for professional services for monitoring and reporting of the mitigation site for five years, as required by the USACE. Olsson’s fee is at a cost not to exceed \$24,000. The proposal is attached.

The Subcommittee will consider a motion to recommend that the Board of Directors approve the Professional Services Agreement with Olsson, in an amount not to exceed \$24,000 for Monitoring and Reporting of the Oak Creek Mitigation Site.

G. Review of FY21 Measurable Goals and acceptance of FY22 Measurable Goals for inclusion in the FY2022 Long Range Implementation Plan [Discussion]– The Finance and Planning Subcommittee will be meeting to review Measurable Goals from the 12-month review of FY23 and the proposed Measurable Goals for FY24 for all Subcommittees, September 13th, one day prior to the Urban Subcommittee. Attached you will find the 12-month review of the Urban Subcommittee’s Measurable Goals from FY23. As prescribed in the District Master Plan, measurable goals were adopted for each subcommittee through our FY23 LRIP approval. Also attached are the proposed Measurable Goals for FY24. Staff have discussed these internally and some of them with the Subcommittee throughout the LRIP process.

Enclosures;

cc: Dave Landis
Steve Seglin
Corey Wasserburger



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Memorandum

Date: September 6, 2023
To: September Urban Subcommittee
From: Drew Ratkovec
Subject: CAP Reconsideration of Motion to Allow Reimbursement During Construction Phase

During the May 17, 2023, Board meeting, the Board of Directors approved the Community Assistance Program application for the Pine Lake Dam Rehabilitation Project from the Pine Lake Association, at a cost-share amount of 50% of the total eligible costs for construction and construction observation of \$1,122,231.41, not to exceed \$561,115 of NRD funds pending Legal Counsel review. The Pine Lake Association shall be responsible for all permits, construction plans and specifications, construction observation, certification of work, and the operation and maintenance of this project. NRD reimbursement shall be contingent upon the dam rehabilitation construction meeting the requirements of the project plans and specifications of the Nebraska Department of Natural Resources Construction Certification of Dams.

As of today, construction is well underway with the lake completely drained and a significant amount of dirt moved off the dam. The Pine Lake Association submitted a reimbursement payment request on August 26, 2023, for the work that has been currently completed and signed off on by the Project Engineers. The approved motion states that NRD reimbursement is contingent on final completion of the project and a Construction Certification for Dams by the Nebraska Department of Natural Resources. The NRD standard policy for the Community Assistance Program projects is to reimburse after NRD staff have inspected and reviewed the completed project. Due to some miscommunication between staff and the PLA, the PLA believed that NRD reimbursements during construction would be allowed. Because of the amount of funding and funding arrangements already made by the PLA for the dam rehabilitation project, the PLA has asked the NRD to consider allowing for reimbursement as construction proceeds (i.e., as the Contractor submits payment requests). This consideration will help the Association continue financially as planned to repair their dam and provide several natural resource-related benefits to the Lower Platte South District.

The Subcommittee will consider a motion to revise the original approved motion and recommend that the Board of Directors approve that the Pine Lake Association be reimbursed through the Community Assistance Program for the Dam Rehabilitation Project while the construction phase is ongoing as the contractor submits payment requests. All payment requests shall be reviewed and approved by the Engineer of Record. The final NRD reimbursement payment will be contingent upon the dam rehabilitation construction meeting the requirements of the project plans and specifications and the Nebraska Department of Natural Resources Construction Certification for Dams. The Pine Lake Association shall be responsible for all permits, construction plans and specifications, construction observation, certification of work, and the operation and maintenance of this project, pending Legal Counsel review. The cost-share amount will be 50% of the total eligible costs for construction and construction observation of \$1,122,231.41, not to exceed \$561,115 of NRD funds.

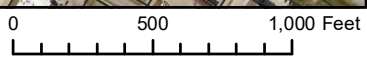




	Structure Repair Location
	Pine Lake Association Area
	Project Watershed
	Parcels

Outlet Structure Repair

Outlet Structure Repair



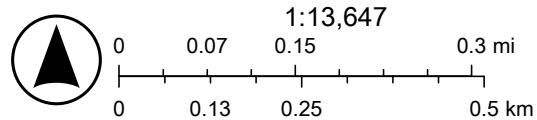
B. Consideration of a Community Assistance Program Application for a Dam Rehabilitation Project from the Pine Lake Association [ACTION]- Lindemann started off by providing a background of the Pine Lake Association (PLA) Dam that was constructed in the 1960s and described the phases of work the PLA has performed place so far. The NRD has participated in cost-share assistance for outlet pipe emergency repairs in 2020 (\$40,428 in NRD assistance), watershed study and outlet structure assessment in June of 2022 (\$49,500 in NRD assistance) and additional analysis of outlet structures in November of 2022 (\$15,000 in NRD assistance). The Flatwater Group (TFG) and Hazard Engineering have developed final plans and specifications to prepare the project for the construction phase and bids.

Two (2) bids were received on May 5th, 2023, with the low bid of \$1,057,731.41 by Pat Thomas Construction being selected for the project. TFG has provided a memorandum summarizing work performed to date for the project and a letter stating the selection of Pat Thomas Construction for the low bid of \$1,057,731.41. The PLA has submitted an application letter requesting a cost-share assistance through the Community Assistance Program (CAP). The request for cost-share with the NRD is for the amount of \$1,057,731.41 for construction, and \$64,500 for construction observation services, of which the NRD would reimburse 50%, or \$561,115. The City of Lincoln Watershed has reviewed the project and agrees that the dam rehab project is important for the safety of the community. Zillig explained that the Dam provides a community benefit for both flood protection and water quality. Lindemann also mentioned that the City of Lincoln Watershed includes the privately owned dam in its floodplain models for Beal Slough to take into account flood reduction benefits. Directors asked questions related to funding and staff noted that if approved by the Board, the project would be included in the FY 24 budget. This will be discussed also in the Urban Budget/ LRIP Meeting May 15th. Other directors noted the history of the dam and that it was originally constructed in a rural area and now is fully developed, making the benefits of flood protection and water quality even more important. Chad Wemhoff, Co-President of PLA provided information of repairs to the outlet pipe in 2020, and that no other repairs have been performed. Justin Cermak of TFG explained that analysis shows the dam reduces flood flows by 90%. A Director question on construction time frame was answered by Travis Hazard who stated construction will start in September and will be substantially complete by December 2023. Murren also explained to directors that the dam's watershed is approximately 355 acres and consists of overland flow. Directors noted that the overland flow has increased due to development over the years. Zillig added that if the cost-share request is approved by the Board, that the PLA is solely responsible for all permits, the construction, construction observation and ensuring the project is built to the plans and specifications and will be required to submit a dam construction certification submittal to the Nebraska Department of Natural Resources Dam Safety Engineer. The NRD is not responsible for any future maintenance or other responsibilities related to the Dam.

It was moved by Stevens, seconded by Eagan, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the Community Assistance Program application for the Pine Lake Dam Rehabilitation Project from Pine Lake Association, at a cost-share amount of 50% of the total eligible costs for construction and construction observation of \$1,122,231.41, not to exceed \$561,115 of NRD funds pending Legal Counsel review. The Pine Lake Association shall be responsible for all permits, construction plans and specifications, construction observation, certification of work, and the operation and maintenance for this project. NRD reimbursement shall be contingent upon the dam rehabilitation construction meeting the requirements of the project plans and specifications and the Nebraska Department of Natural Resources Construction Certification for Dams.

South Salt Creek MP #6

B



September 6, 2023

Mike Murren
Lower Platte South Natural Resources District
3125 Portia Street
P.O. Box 83581
Lincoln, NE 68521

Re: South Salt Creek Project SSC6 Bid Review and Recommendation

Dear Mr. Murren:

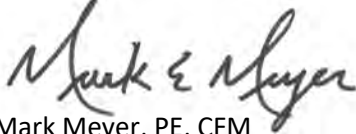
Thank you for the opportunity to review the South Salt Creek Project SSC6 bid tab and provide the review of findings and bid recommendation. The project bids were received on September 6, 2023 and the respondent bids were entered into an excel worksheet to verify extensions and subtotals and to identify apparent discrepancies. Two discrepancies were noted:

1. Yost Excavating's bid error on SSC6 Protection and Restoration of Site – 1.65 acres at \$25,000 per acre = \$41,250.00 which is \$500.00 more than the bid tab sub total of \$40,750.00. Yost Excavating corrected bid total changed from \$728,385.00 to \$728,885.00.
2. HR Bookstrom did not provide a signed copy of Addendum A-1.

Based on the scope of the project and qualifications of the contractor, we recommend award to the apparent lowest bidder, Yost Excavating, in the amount of \$728,885.00.

If you have any questions or comments please feel free to contact me at (636) 777-3000 or mark@ilincworld.com.

Best regards,



Mark Meyer, PE, CFM
President

South Salt Creek Project SSC6

BID TABS

Engineer's Estimate

Yost Excavating, Inc.

HR Bookstrom Construction, Inc.

Spec #	Description	Unit	Quantity	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total
Salt Creek Main Stem Bid Tab									
SP-18	Mobilization	LUMP	1	\$ 55,000.00	\$ 55,000.00	\$ 45,000.00	\$ 45,000.00	\$ 160,000.00	\$ 160,000.00
SP-19	Protection and Restoration of Site	ACRE	1.65	\$ 15,200.00	\$ 25,080.00	\$ 25,000.00	\$ 40,750.00	\$ 30,000.00	\$ 49,500.00
SP-20	Stormwater Pollution Prevention Plan	LUMP	1	\$ 16,400.00	\$ 16,400.00	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00
SP-21	Clearing and Grubbing	ACRE	1.78	\$ 20,000.00	\$ 35,600.00	\$ 25,000.00	\$ 44,500.00	\$ 25,000.00	\$ 44,500.00
SP-22	Removal of Improvements	LUMP	1	\$ 16,800.00	\$ 16,800.00	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00
SP-29	Utility Relocation Coordination	LUMP	1	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00
SP-23	Excavation	CY	947	\$ 30.00	\$ 28,410.00	\$ 48.00	\$ 45,456.00	\$ 30.00	\$ 28,410.00
SP-24	Fill	CY	146	\$ 30.00	\$ 4,380.00	\$ 50.00	\$ 7,300.00	\$ 40.00	\$ 5,840.00
SP-9	D90 = 24" Rock Grade Control	CY	138	\$ 200.00	\$ 27,600.00	\$ 225.00	\$ 31,050.00	\$ 300.00	\$ 41,400.00
SP-10	D90 = 24" Rock Slope	CY	139	\$ 200.00	\$ 27,800.00	\$ 225.00	\$ 31,275.00	\$ 300.00	\$ 41,700.00
SP-11	D90 = 24" Rock Slope with 6" Soil Cap	CY	319	\$ 260.00	\$ 82,940.00	\$ 240.00	\$ 76,560.00	\$ 300.00	\$ 95,700.00
SP-12	D90 = 12" Vegetated Rock Slope	CY	57	\$ 250.00	\$ 14,250.00	\$ 450.00	\$ 25,650.00	\$ 300.00	\$ 17,100.00
SP-13	D90 = 24" Rock Toe Protection	CY	208	\$ 200.00	\$ 41,600.00	\$ 225.00	\$ 46,800.00	\$ 300.00	\$ 62,400.00
SP-14	4" Thick Granular Backfill	CY	80	\$ 170.00	\$ 13,600.00	\$ 225.00	\$ 18,000.00	\$ 300.00	\$ 24,000.00
SP-15	Fabric and Wattle Slope	SY	188	\$ 40.00	\$ 7,520.00	\$ 85.00	\$ 15,980.00	\$ 30.00	\$ 5,640.00
SP-16	Wattle Log for Fabric and Wattle Slope	LF	248	\$ 15.00	\$ 3,720.00	\$ 35.00	\$ 8,680.00	\$ 12.00	\$ 2,976.00
SP-27	As-Built Survey	LUMP	1	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 1,000.00	\$ 1,000.00
SP-26	Construction Staking	LUMP	1	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00
SP-28	Traffic Control	LUMP	1	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,500.00	\$ 5,500.00
				Subtotal Cost Opinion (Salt Creek Main Stem)=	\$ 418,700				
				15% Contingency =	\$ 62,805				
				SALT CREEK MAIN STEM TOTAL (ROUNDED) =	\$ 481,500	*SUBTOTAL =	\$ 514,001	SUBTOTAL =	\$ 621,666

Type text here

South Salt Creek Project SSC6

BID TABS

Engineer's Estimate

Yost Excavating, Inc.

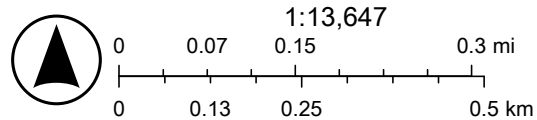
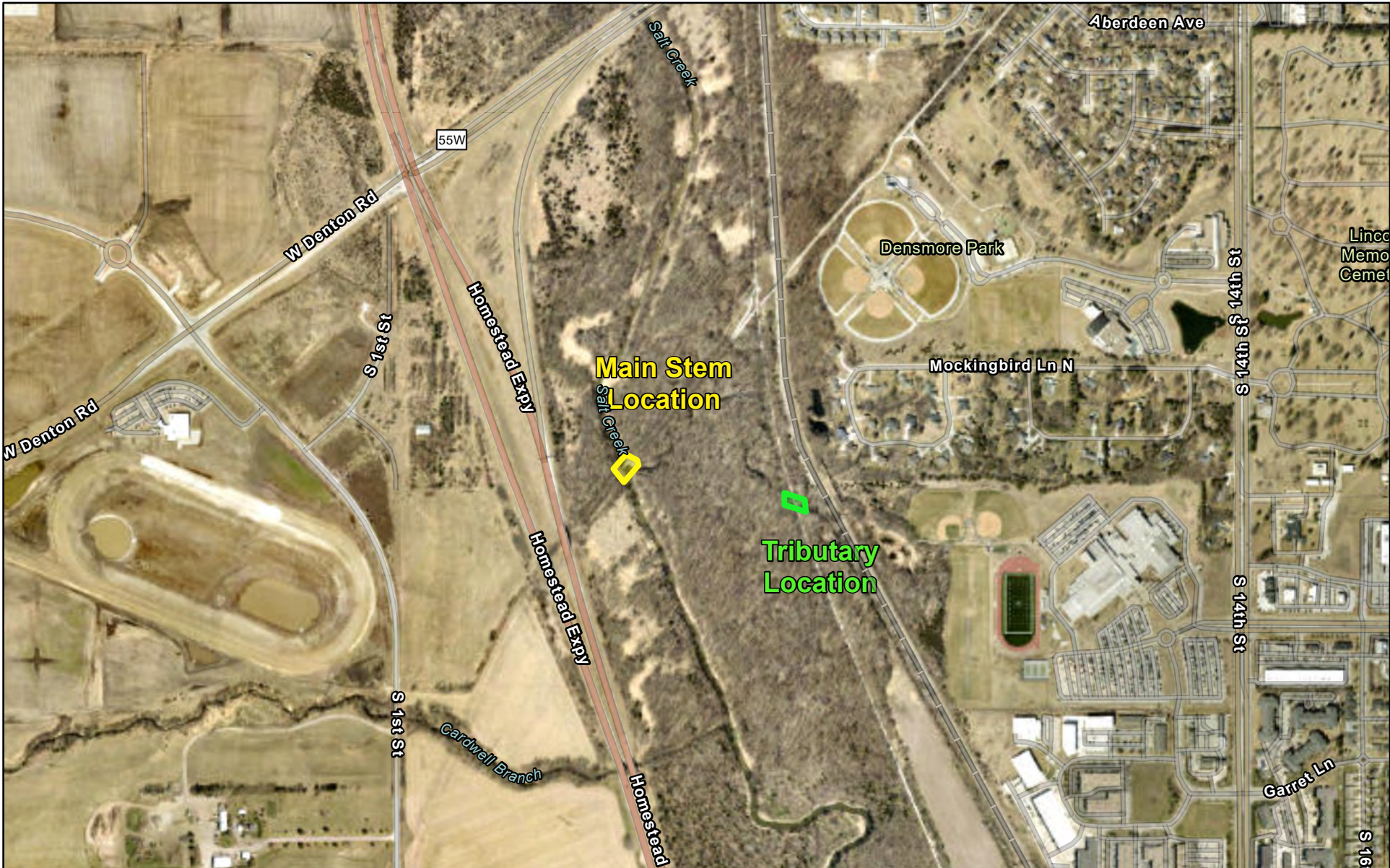
HR Bookstrom Construction, Inc.

Spec #	Description	Unit	Quantity	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total
Jamaica Trail Tributary Bid Tab									
SP-18	Mobilization	LUMP	1	\$ 33,000.00	\$ 33,000.00	\$ 25,000.00	\$ 25,000.00	\$ 160,000.00	\$ 160,000.00
SP-19	Protection and Restoration of Site	ACRE	1.41	\$ 14,200.00	\$ 20,022.00	\$ 20,000.00	\$ 28,200.00	\$ 30,000.00	\$ 42,300.00
SP-20	Stormwater Pollution Prevention Plan	LUMP	1	\$ 6,700.00	\$ 6,700.00	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00
SP-21	Clearing and Grubbing	ACRE	0.3	\$ 50,000.00	\$ 15,000.00	\$ 40,000.00	\$ 12,000.00	\$ 25,000.00	\$ 7,500.00
SP-29	Utility Relocation Coordination	LUMP	1	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00
SP-23	Excavation	CY	308	\$ 30.00	\$ 9,240.00	\$ 48.00	\$ 14,784.00	\$ 30.00	\$ 9,240.00
SP-9	D90 = 24" Rock Grade Control	CY	67	\$ 200.00	\$ 13,400.00	\$ 225.00	\$ 15,075.00	\$ 300.00	\$ 20,100.00
SP-10	D90 = 24" Rock Slope	CY	108	\$ 200.00	\$ 21,600.00	\$ 225.00	\$ 24,300.00	\$ 300.00	\$ 32,400.00
SP-13	D90 = 24" Rock Toe Protection	CY	59	\$ 200.00	\$ 11,800.00	\$ 225.00	\$ 13,275.00	\$ 300.00	\$ 17,700.00
SP-14	4" Thick Granular Backfill	CY	19	\$ 170.00	\$ 3,230.00	\$ 225.00	\$ 4,275.00	\$ 300.00	\$ 5,700.00
SP-25	Trail Restoration	SY	5,700	\$ 15.00	\$ 85,500.00	\$ 4.75	\$ 27,075.00	\$ 70.00	\$ 399,000.00
SP-30	Tree Restoration	EACH	21	\$ 600.00	\$ 12,600.00	\$ 400.00	\$ 8,400.00	\$ 2,130.00	\$ 44,730.00
SP-27	As-Built Survey	LUMP	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00
SP-26	Construction Staking	LUMP	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
SP-28	Traffic Control	LUMP	1	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,500.00	\$ 5,500.00
Subtotal Cost Opinion (Jamaica Trail Tributary)=				\$ 250,092					
15% Contingency =				\$ 37,513.80					
JAMAICA TRAIL TRIBUTARY TOTAL (ROUNDED) =					\$ 287,600	SUBTOTAL =	\$ 214,384	SUBTOTAL =	\$ 766,170
OVERALL TOTAL COST OPINION =					\$ 769,100		\$ 728,385		\$ 1,387,836

*Yost Excavating had a math error on one item. The difference is \$500 which raises their total bid to **\$728,885.00**. Discrepancies are highlighted.

South Salt Creek MP #6

C



SUPPLEMENTAL AGREEMENT NO. 1

**BETWEEN INTUITION & LOGIC ENGINEERING, INC. AND
LOWER PLATTE SOUTH NATURAL RESOURCE DISTRICT
FOR PROFESSIONAL SERVICES**

Project Name: South Salt Creek Project SSC6

The Agreement between THE LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT (LPSNRD) and INTUITION & LOGIC ENGINEERING, INC. (I&L) For Professional Services, Project Name: South Salt Creek Project SSC6 shall be amended as follows:

Witnesseth:

Whereas, on April 20, 2022, the parties hereto entered into a Professional Services Agreement to provide professional services for the South Salt Creek Project SSC6, hereinafter called "AGREEMENT". The Total Compensation value was \$122,650.00.

Whereas, LPSNRD desires to have additional work performed by I&L to provide services in accordance with this Supplemental Agreement No. 1, hereinafter called "SUPPLEMENTAL AGREEMENT NO.1".

Now, Therefore, in consideration of the payment and mutual agreements of the parties contained herein, the parties do mutually agree as follows:

1. SUPPLEMENTAL AGREEMENT NO.1 Scope of Services: I&L shall perform the additional services described in Attachment 1A, Scope of Services in addition to the Scope of Services described in Attachment A of the AGREEMENT.
2. SUPPLEMENTAL AGREEMENT NO.1 Compensation: I&L will provide the professional services described in Attachment 1A on a Time and Materials, Not To Exceed method of payment. The total compensation for the additional services shall not exceed EIGHTY THREE THOUSAND FOUR HUNDRED TWO DOLLARS AND NO CENTS (\$83,402.00) without prior written authorization by LPSNRD as follows:

Construction Services =	\$	83,402.00
Total	\$	83,402.00

3. SUPPLEMENTAL AGREEMENT NO.1 changes the AGREEMENT total Compensation from \$122,650.00 to \$206,052.00. All other provisions of the AGREEMENT shall remain unchanged.

SOUTH SALT CREEK PROJECT SSC6 AGREEMENT Compensation =	\$	122,650.00
SUPPLEMENTAL AGREEMENT NO. 1 Compensation =	\$	83,402.00
Total Compensation =	\$	206,052.00

IN WITNESS WHEREOF, LPSNRD and I&L have executed this SUPPLEMENTAL AGREEMENT NO. 1. The individuals signing this Agreement represent and warrant that they have the power and authority to enter into this Agreement and bind the parties for whom they sign.

INTUITION & LOGIC ENGINEERING, INC. (I&L)

LOWER PLATTE SOUTH NATURAL RESOURCES
DISTRICT (LPSNRD)



Signature

Name: Mark Meyer, PE, CFM
Title: President

8/17/2023

Date

43 1873553

Fed. Tax I.D. No.

Signature

Name: Paul Zillig
Title: General Manager

Date

47 05842969

Fed. Tax I.D. No.

Attachment 1A Scope of Services

The purpose of the following scope of services is to provide construction services as the Owners Representative to The Lower Platte South Natural Resources District for South Salt Creek Project SSC6 construction.

- 1.0 Pre-construction meeting
I&L will attend a pre-construction meeting with the selected contractor to review the plans and construction process. I&L will prepare a draft meeting agenda and submit it to the Lower Platte South Natural Resources District (LPSNRD) in electronic format via email.
- 2.0 On-Site Construction Observation
I&L will be on site an average of two (2) days per week during sixteen (16) weeks of active construction. I&L will spot check slopes, layout geometry, excavation depths, planting and other activities against the project construction plans to check that the contractor is achieving the design lines and grades.
- 3.0 Construction Observation Memorandums
I&L will summarize each construction observation site visit in a memorandum. The memo will contain observations, photos, conversation summaries and action items. The memos will be in PDF format and will be emailed to the LPSNRD and the Contractor within one calendar week of the observation date. I&L will track how each construction issue is addressed.
- 4.0 Coordination with Contractor
I&L will coordinate with the contractor to discuss observations and contractor requests for information. All coordination will be documented via summary emailed submitted to the LPSNRD and contractor.
- 5.0 RFI's, Shop Drawings Review, and Change Orders
I&L will review and respond to Request for Information (RFI) and shop drawing submittals, and prepare change orders as requested by the LPSNRD.
- 6.0 Invoice Review and Recommendations
I&L will receive contractor invoices from the LPSNRD. I&L will review invoice amounts and quantities and compare them to I&L observed progress and associated observed percent complete. I&L will recommend modifications if the invoice amounts are disproportionate to observed progress or quantities. Invoice review comments and recommendations will be submitted to the LPSNRD via email.
- 7.0 Final Walk Through and Punch List
The Contractor will request the final walk through and punch list once they have reached substantial completion. Substantial completion means all items are constructed and restoration is complete. Upon request by the LPSNRD, I&L will schedule the final walk through with the LPSNRD and Contractor. During the final walk through, I&L will compile a punch list of items that were identified and discussed during the walk through. The punch list will be in PDF format and emailed to the LPSNRD and Contractor.

Attachment 1C Compensation

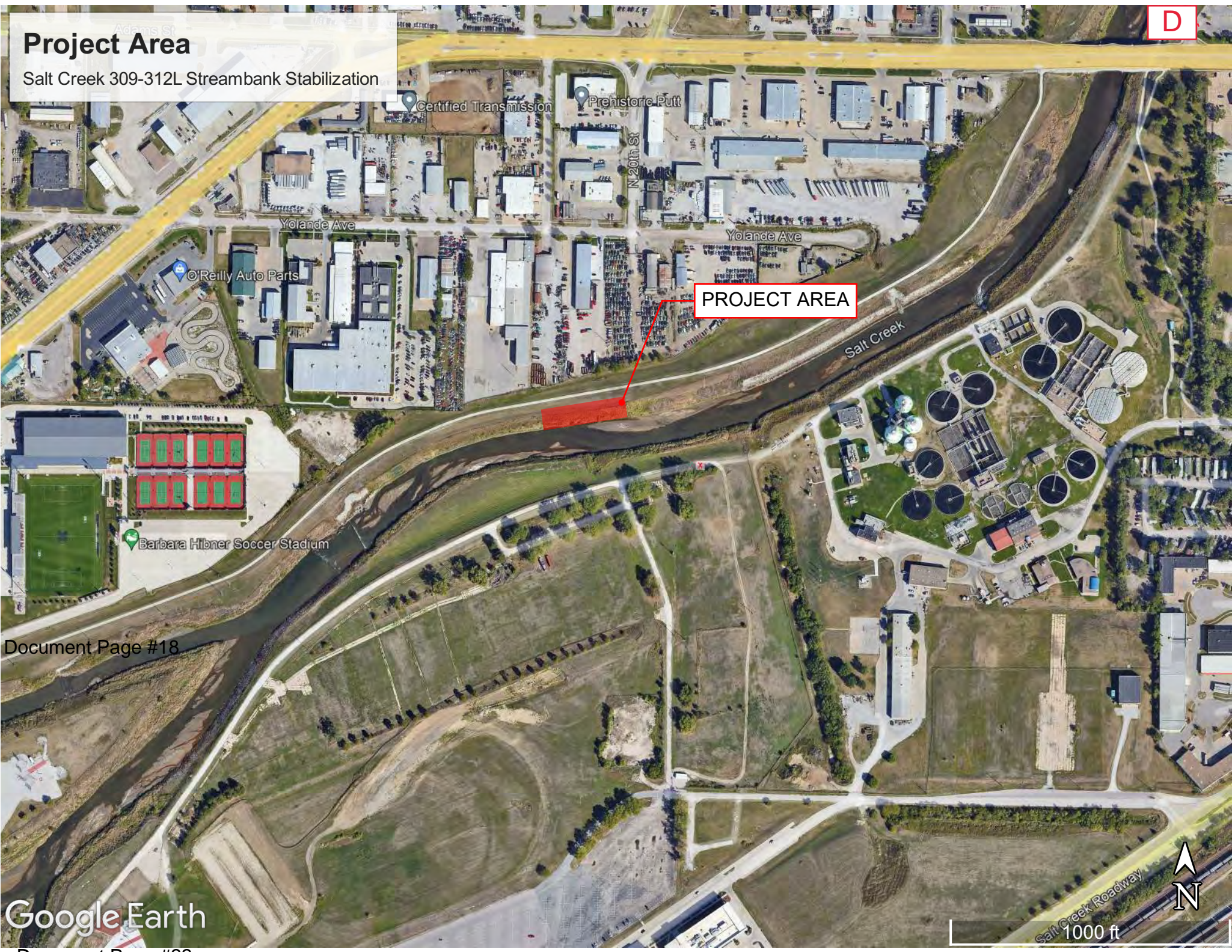
Lower Platte South Natural Resources District - SSC6 Construction Services													
Personnel Type/ Title		Principal	Project Manager	Engineer EI	Schemmer PM	Schemmer Senior Proj Rep	Schemmer Proj Rep	Schemmer Admin	Subtotal Hours	Subtotal Personnel Cost	Direct Expenses	Sub Consultant Expenses	Subtotal
Personnel Billing Rate		225.00	190.00	110.00	180.00	155.00	110.00	75.00					
Construction Services													
	Pre-Construction Meeting	16		20					36.00	\$ 5,800.00			\$ 5,800.00
2	\$ 700 Air Fair Round Trip								-	\$ -	\$ 1,400.00		\$ 1,400.00
2	\$ 100 Rental Car per diem								-	\$ -	\$ 200.00		\$ 200.00
2	\$ 110 Hotel per diem								-	\$ -	\$ 220.00		\$ 220.00
4	\$ 64 Meals per diem								-	\$ -	\$ 256.00		\$ 256.00
2	\$ 25 Airport Parking								-	\$ -	\$ 50.00		\$ 50.00
	On-Site Observation Coordination with Schemmer			4					4.00	\$ 440.00			\$ 440.00
24	\$ 150 Observation Memos (one hour per visit)	6		24					30.00	\$ 3,990.00			\$ 3,990.00
	Coordination with Contractor	8		16					24.00	\$ 3,560.00			\$ 3,560.00
6	Invoice Review and Recommendations	6		12					18.00	\$ 2,670.00			\$ 2,670.00
	Plant Survival and Punch List Site Visit (including Lynn Creek)	18		20					38.00	\$ 6,250.00			\$ 6,250.00
2	\$ 700 Air Fair Round Trip								-	\$ -	\$ 1,400.00		\$ 1,400.00
2	\$ 100 Rental Car per diem								-	\$ -	\$ 200.00		\$ 200.00
2	\$ 110 Hotel per diem								-	\$ -	\$ 220.00		\$ 220.00
4	\$ 64 Meals per diem								-	\$ -	\$ 256.00		\$ 256.00
2	\$ 25 Airport Parking								-	\$ -	\$ 50.00		\$ 50.00
	Subtotal =	54	0	96	0	0	0	0	150.00	\$ 22,710.00	\$ 4,252.00	\$ -	\$ 26,962.00
Schemmer Construction Services													
	Project Management				18				18.00	\$ -	\$ 3,240.00		\$ 3,240.00
	Project Setup						4	1	5.00	\$ -	\$ 515.00		\$ 515.00
	Preconstruction Meeting					4	4		8.00	\$ -	\$ 1,060.00		\$ 1,060.00
	Construction Inspection								-	\$ -	\$ -		\$ -
	Check Lines and Grades				8	160			168.00	\$ -	\$ 18,840.00		\$ 18,840.00
	Check Materials				8	80			88.00	\$ -	\$ 10,040.00		\$ 10,040.00
	Review Progress and Schedule				4	16			20.00	\$ -	\$ 2,380.00		\$ 2,380.00
	SWPPP Inspections				1	72			73.00	\$ -	\$ 8,075.00		\$ 8,075.00
	Construction Observation Memorandums				5	48	1		54.00	\$ -	\$ 6,130.00		\$ 6,130.00
	Invoice Review				2	12	1		15.00	\$ -	\$ 1,705.00		\$ 1,705.00
	Final Walk Through and Punch List					12	12	1	25.00	\$ -	\$ 3,255.00		\$ 3,255.00
	Schemmer Mileage								-	\$ -	\$ 1,200.00		\$ 1,200.00
	Subtotal =	0	0	0	18	44	408	4	474.00	\$ -	\$ -	\$ 56,440.00	\$ 56,440.00
Subtotal Hours		54.00	-	96.00	18.00	44.00	408.00	4.00	624.00	\$ 22,710.00	\$ 4,252.00	\$ 56,440.00	\$ 83,402.00
Subtotal Personnel Cost		\$12,150	\$0	\$10,560	\$3,240	\$6,820	\$44,880	\$300				CHECK	\$ 83,402.00
TOTAL =												\$ 83,402.00	

Intuition & Logic Engineering, Inc. • 16253 Swingley Ridge Road • Chesterfield, MO 63017 • 636-777-3000

Project Area

Salt Creek 309-312L Streambank Stabilization

D



Certified Transmission

Prehistoric Putt

N 20th St

Yolande Ave

O'Reilly Auto Parts

Yolande Ave

PROJECT AREA

Salt Creek

Barbara Hibner Soccer Stadium

Document Page #18

Google Earth

Document Page #22

Salt Creek Roadway
1000 ft





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

THIS IS AN AGREEMENT effective as of date signed by Owner 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:

Salt Creek 309-312L Streambank Stabilization (“Project”).

JEO Project Number: 230775.00

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: \$120,123
- 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: 09-07-2023

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc.

1937 North Chestnut Street

Wahoo, NE 68066

Scope of Services
Lower Platte South NRD – Salt Creek 309-312L Streambank Stabilization
JEO Project No. 230775.00

Project Purpose:

JEO proposes to provide engineering services to assist the Lower Platte South NRD (Owner) with survey, design, permitting, and bidding assistance for streambank repairs and stabilization along Salt Creek in Lincoln, NE. The project limits include the left (north) bank from approximate station 309+00 to 312+00. See attached project area map.

This reach of Salt Creek has levees on both banks and the proposed improvements will require review and approval by the U.S. Army Corps of Engineers. Design drawings and specifications will be sealed and signed by a professional engineer and associated permit applications will be prepared. Construction services are not included in this Scope of Services and can be added as needed at a later date.

Scope of Services:

JEO proposes to provide the following Scope of Services

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.

Meetings:

- None

Task Deliverables:

- Project schedule
- Project invoices and progress reports

Key Understandings/Assumptions:

- The Owner will provide a dedicated project lead point of contact for project communication.
- Project invoices will be provided monthly.

2 – Survey

- Perform topographic survey of the project limits to collect elevation and location of the landscape, channel bottom (where feasible), and drainage feature data necessary to design the improvements.
- Request a utility locate and survey underground utilities that are marked in the field by others.

Exhibit A

- Incorporate available City of Lincoln/Lancaster County GIS parcel lines, to be used as approximate property limits. Property boundary survey is understood to be unnecessary.

Meetings:

- None

Task Deliverables:

- Topographic survey data to be included on design drawings
 - o Survey data will be used to determine construction quantities and cost opinion

Key Understandings/Assumptions:

- Easement research and property corner field searches and survey is not included.
- Negotiations and agreement with UNL for completion of the project is the responsibility of the Owner.

3 – Permitting

3.1 – Floodplain

- Perform hydraulic modeling of Salt Creek in the project area for the purpose of supporting local floodplain requirements and USACE Section 408 review.
- 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. The permit application will include evaluation/explanation of Salt Creek Flood Storage areas, if needed.
- The project improvements are within a regulatory floodway and will require a 'no-rise certification'.
- In addition to satisfying local floodplain regulations for the 1% annual chance event, it is anticipated the USACE will request/require modeling/analysis of discharge on Salt Creek to support the adequacy of the proposed design in comparison to the original authorized capacity of the channel.

3.2 – U.S. Army Corps of Engineers (USACE) Section 404

- Perform wetland delineation at the select location in accordance with the 1987 USACE Wetlands Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0).
- Compile and analyze field data and prepare a wetland delineation report that includes:
 - o Site Map
 - o Summary of desktop review
 - o Identification and mapping boundaries for all recorded Waters of the U.S. (WOUS) and wetlands
 - o Calculation of acreage of, and impacts to, WOUS, including wetlands (to the nearest 0.01 acre)

Exhibit A

- Photographs of each sample point and all WOUS, including wetlands
 - USACE Wetland Determination Data Forms
- Prepare and submit preliminary coordination letters to the U.S. Fish and Wildlife Service (USFWS), Nebraska Game and Parks Commission (NGPC), and History Nebraska that summarize the results of the wetland delineation and request effect determinations and project guidance, as appropriate.
- Prepare and submit a pre-construction notification (i.e., permit application) package to the USACE to obtain a Section 404 authorization via Nationwide Permit (NWP).
- Although it is anticipated that permanent, unavoidable impacts to wetlands will be less than 0.1 acre, thus avoiding the requirement for compensatory mitigation, this may change based on the results of the wetland delineations, project design, or USACE determination.
- It is anticipated that permanent, unavoidable impacts to the stream bed will exceed 0.03 acre, thus potentially requiring compensatory mitigation. During the wetland delineation, JEO will perform a stream assessment and subsequent calculations in accordance with the Nebraska Stream Condition Assessment Procedure (NeSCAP). It is anticipated that the NeSCAP will indicate stream conditions will not be reduced as a result of the project, thus, it is anticipated no additional compensatory mitigation will be necessary. If USACE requires additional information not included in this scope of services, JEO will work with the Owner to determine an appropriate amendment.

3.3 – U.S. Army Corps of Engineers (USACE) Section 408

- It is anticipated the proposed design will require Section 408 coordination and authorization. JEO will develop a project narrative and submittal packet necessary for USACE review and approval. The submittal packet is anticipated to include:
 - Description of the existing levee system
 - Description of the proposed alteration
 - Draft (60% +) design drawings and specifications
 - Hydraulic evaluation
 - Geotechnical evaluation
 - Tiered NEPA document for categorical permissions
 - Real estate assessment
 - Operation and maintenance
 - Project schedule

Meetings:

- None

Task Deliverables:

- Floodplain development permit package
- Wetland delineation and report
- Section 404 permit application
- Section 408 submittal

Key Understandings/Assumptions:

- Owner will be responsible for all permit fees.
- It will not be necessary to conduct interior drainage flow calculations, capacity analysis, and delineate ponding areas.
- It will not be necessary to coordinate with City of Lincoln Right-of-Way.
- It is assumed a Nationwide Permit (NWP 13 or 31) will be obtained requiring no mitigation. Other 404 permit types or mitigation would require an amendment for additional services.
- NEPA requirements will be satisfied through the Categorically Permitted Alterations to Existing U.S. Army Corps of Engineers Civil Works Projects.

4 – Design

4.1 – Budgetary Cost Estimate

- Utilize readily available topographic (LiDAR) and/or previous survey data and aerial imagery to prepare a budgetary construction cost estimate for up to two design alternatives. The two alternatives are anticipated to be:
 - o Remove failed sheet pile and replace with new sheet pile.
 - o Remove failed sheet pile and stabilize slope with rock riprap.
- The results will help the Owner make an informed decision on how to proceed, however for scoping purposes, it is assumed the chosen design will not include new sheet pile.

4.2 – 60% Design

- Prepare engineering design drawings. Drawings are anticipated to include:
 - o Project vicinity maps
 - o Survey control
 - o Existing site plans with topographic survey information
 - o Approximate property lines (from City GIS database)
 - o Demolition plan
 - o Proposed site and grading plan
 - o Details and typical sections
- Design elements are anticipated to include:
 - o Grading/earthwork
 - o Riprap placement
 - o Slope stabilization features
 - o Seeding and erosion control
- Develop 60% design drawings and opinion of cost.
 - o Submit 60% design documents to Owner for review and meet with Owner’s representative at the project site to review 60% draft design documents.

4.3 – 90% Design

- Incorporate 60% review comments and internal QA/QC into development of 90% design drawings.

Exhibit A

- Develop 90% design drawings, specifications complete with bidding and contract documents and opinion of cost.
 - o Submit 90% design documents to Owner for review.

4.4 – Final Design

- Incorporate 90% 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:

- One (1) 60% review meeting (at project site)

Task Deliverables:

- Draft (60%) design drawings and cost opinion
- Draft (90%) design drawings, specifications, and cost opinion
- Final design drawings, specifications, and cost opinion

Key Understandings/Assumptions:

- It is anticipated the design will not include sheet pile or other floodwall/retaining wall features. If determined necessary, or desired by Owner, additional geotechnical and structural engineering will be necessary.
- Design, specifications, and bid documents will be for one bid package.

5 – Geotechnical Evaluation

5.1 – Data Review and Preliminary Analyses

- Geotechnical staff will review available existing data and perform preliminary analyses of the existing sheet pile wall and slope.
- A draft report will be prepared including results of the preliminary analyses and recommendations for repair alternatives. If determined necessary, recommendations for a subsurface investigation will be included.

5.2 – Site Investigation

- If determined necessary, geotechnical staff will coordinate a subsurface investigation for the project area. A Drilling and Invasive Program Plan (DIPP) will be developed in accordance with USACE ER 1110-1-1807 (Drilling and Invasive Activities at Dams and Levees), dated 1 June 2023.
- A subsurface investigation consisting of one soil boring drilled to a depth of approximately 45 feet will be performed.
- Laboratory testing will be conducted on soil samples to aid in geotechnical evaluation of the slope.

5.3 – Geotechnical Evaluation and Reporting

- A geotechnical evaluation will be completed for slope stability of the preferred design.

Exhibit A

- A final geotechnical report will be prepared summarizing the evaluation and recommendations.
- The geotechnical report will support the proposed design and will be included in the Section 408 submittal.

Meetings:

- None

Task Deliverables:

- Draft geotechnical report
- Drilling and Invasive Program Plan (DIPP), if site investigation is determined necessary
- Final geotechnical report

Key Understandings/Assumptions:

- The intent is to utilize historic data to analyze the sheet pile failure and proposed repair. However, the preliminary analyses may indicate the need to conduct a site investigation (Task 5.2). The preliminary results will be reviewed with the Owner and if they do not indicate additional field investigation is needed, then Task 5.2 will not be completed.
- If Task 5.2 becomes necessary, the potential schedule impacts will be reviewed with the Owner, prior to beginning Task 5.2.

6 – Bidding and Advertising

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

Meetings:

- Bid letting

Task Deliverables:

- Bid documents
- Bid recommendation

Key Understandings/Assumptions:

- There will be one bid letting; re-bidding the project will be an additional service.
- A pre-bid meeting is not included.

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.....	\$7,942
Task 2 – Survey.....	\$3,540
Task 3 – Permitting.....	\$18,198
Task 4 – Design.....	\$35,918
Task 5 – Geotechnical Evaluation.....	\$50,505
Task 6 – Bidding and Advertising.....	\$4,020

Project Total \$120,123

*The Project Fee schedule is an estimate of the fee distribution between tasks. JEO reserves the right to invoice in excess of an individual task amount, provided the total fee does not exceed the project total without Owner authorization.

Project Schedule

The proposed project (not including Task 5.2) is expected to take approximately twelve (12) months upon receipt of Notice to Proceed. Project duration in excess of 12 months (beyond control of JEO) may require an amendment to the Scope of Services. If preliminary geotechnical analyses indicate the need for completion of additional field investigation (Task 5.2), the schedule will be revised accordingly and coordinated with the Owner.

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

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

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 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.

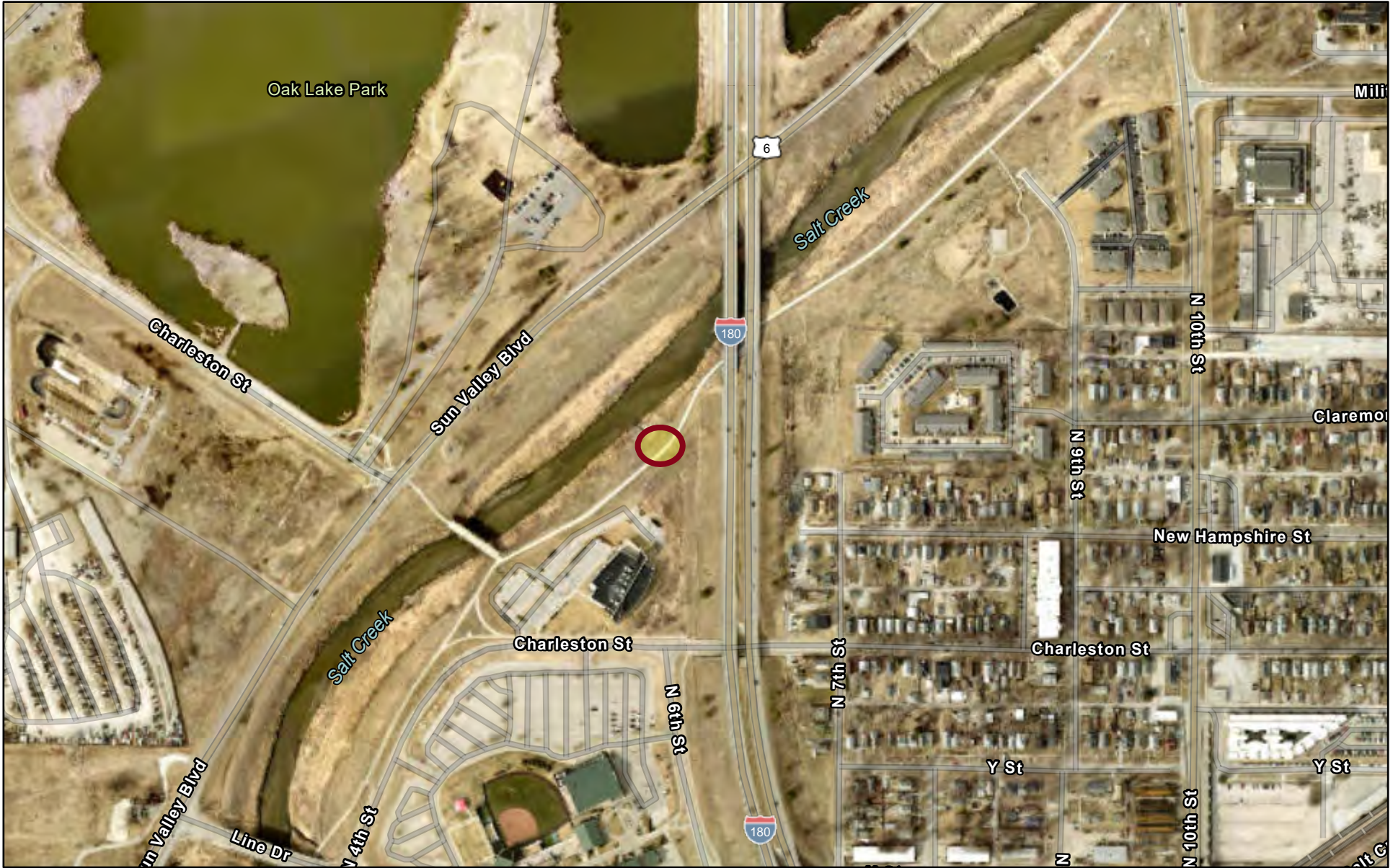
17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. 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.



Salt Creek Levee Drainage Structure 238+90R

E



8/15/2023



September 8, 2023

Mr. Mike Sousek
Lower Platte South NRD
3125 Portia Street
Lincoln, NE 68521

RE: Proposal for Professional Services
Salt Creek Pipe Replacement – SCL 238+90R
Lincoln, NE
E&A Proposal # M2023.222.001

Dear Mr. Sousek,

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 removal and replacement of a drainage structure located at Station 238+90R of the Salt Creek Levee system in Lincoln, Nebraska.

I. SCOPE OF SERVICES

Task 001: PROJECT MANAGEMENT

E&A will provide coordination and communication with the Client, including project updates, meeting minutes, and schedule updates. Two meetings with Client will be required during the project.

Task 002: 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.

Task 003: 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. Projects like this

can be processed under a Nationwide Permit (NWP) 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.

Task 004: GEOTECHNICAL ANALYSIS (Performed by Thiele Geotech Inc):

Geotechnical engineering analysis consisting of slope stability, seepage, and settlement regarding the proposed culvert replacement will be completed in accordance with USACE Engineering Manual (EM) 1100-2-1913 and Engineering Technical Letter (ETL) 1110-2-569. The engineering analysis will utilize soil properties obtained from a previous geotechnical exploration conducted by others from a nearby project, as provided by E & A Consulting Group.

The report will discuss the general soil and ground water conditions underlying the site; present the relevant engineering properties of the existing soils; provide earthwork and site preparation recommendations; and recommend design criteria and parameters for culvert construction. The report will also include the results of our slope stability, seepage, and settlement analyses, if applicable.

If additional soil data is deemed necessary to supplement the existing soil data and complete the necessary engineering analysis required for USACE submittal, a supplemental geotechnical exploration will be conducted. This will consist of a single test boring to obtain geologic information and samples of the site soils, as well as laboratory tests to determine the relevant engineering properties of the various soil strata.

Prior to mobilization and conducting any field work, a Drilling Program Plan (DPP) will be submitted to the LPSNRD for review to submit to the USACE. As part of this submittal, the Tiered NEPA Document for Categorically Permitted Alterations to Existing U.S. Army Corps of Engineer Civil Works Projects must be completed. This form must be completed by others prior to our DPP submittal and is not included in our scope. Following approval of the DPP, we will contact Nebraska One-Call for public utility locates.

Locations of private utilities not identified as part of the public locate are the responsibility of the Owner. The boring locations will be modified as necessary to avoid utilities and/or areas of limited access.

With the anticipated soil conditions, we propose to conduct a single test boring near the existing culvert. A total drilling footage of up to 30 lineal feet is proposed. The boring will be sampled at intervals of 5 feet or less and descriptive logs prepared. The boring will be backfilled with tremied USACE approved bentonite grout in its entirety. Auger cuttings will be thin spread around the exploration area.

Based on the results of the test boring, a laboratory testing program will be established to evaluate the engineering properties of the various soil strata. Laboratory testing may include moisture content and density determinations to characterize the state and uniformity of the deposits, unconfined compression tests to determine shear strength parameters, one-dimensional consolidation tests to evaluate compressibility, permeability tests to determine hydraulic conductivity rates, and index property tests for classification.

Task 005: PIPE REPLACEMENT DESIGN:

E&A will prepare full construction plans for the replacement of the existing pipe structure located at Station 238+90R along the Salt Creek Levee system. Design will include removal and replacement of the existing 18" RCP and Flared End Section as well as levee earthwork, removal and replacement of existing riprap, removal and replacement of flap gate, trail repair, ring levee construction and removal and other associated items.

Construction packet will include final construction specifications and permitting documentation to obtain a Floodplain Development Permit.

E&A will prepare an Opinion of Probable Cost associated with construction cost for the proposed replacement plans.

Task 006: USACE SECTION 408 SUBMITTAL:

E&A will prepare the necessary documentation for a USACE Section 408 submittal as this structure goes through the Salt Creek Levee system. The following items will be included as part of this work.

- a. Coordinate with Client, the Salt Creek Levee Sponsor (Lower Platte South NRD), and U.S. Army Corps of Engineers (USACE) (the agency responsible for review and/or permitting of projects that impact federally funded flood risk reduction projects).
- b. When available, provide information necessary to expedite the USACE review of the proposed project. Attend a maximum of three meetings with Client, the local sponsors and/or USACE throughout the project.
- c. Obtain copies of the Salt Creek Levee Projects, for reference in submittal to the USACE.
- d. Coordinate with the Local sponsors and USACE to determine if an Emergency Action Plan (EAP) is necessary and draft that EAP if required.
- e. Prepare a Levee Critical Area Submittal report that addresses each section from the "Checklist – Construction In The Critical Area of Flood Control Projects Constructed by the Corps of Engineers" as well as all of the information gathered through the geotechnical investigation and design process.
 - o This includes Excavations, Piping Systems, Structures, Directional Drilling, Interim Flood Protection and Contingency Plan, and Hydraulic Considerations

Task 007: 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 review 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 I. 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 I 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 \$61,925.00.

Proposal Section	Scope Description	Fee Amount	/ Format
1	Project Management	\$5,500.00	T&E NTE
2	Survey Services	\$3,950.00	T&E NTE
3	Environmental Delineation and Permitting	\$6,900.00	T&E NTE
4	Geotechnical Analysis	\$11,475.00	T&E NTE
5	Pipe Replacement Design	\$25,600.00	T&E NTE
6	USACE Section 408 Submittal	\$5,000.00	T&E NTE

7	Bidding Services	\$3,500.00	T&E NTE
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	Total: \$61,925.00
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Tentative Project Schedule

Survey Services	October 1 – October 31
Environmental Services	October 1 – October 31
Geotechnical Services	October 1 – TBD (USACE Review)
Pipe Replacement Services	November 1 – December 31

Bidding Services – To be determined once USACE 404 and Section 408 permits are 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:

Appendix A: Terms and Conditions

Appendix B: Insurance Requirements

E & A CONSULTING GROUP, INC.

Engineering Answers

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 Acor 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 of 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 the amounts of insurance listed in Appendix B (Insurance Requirements). 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

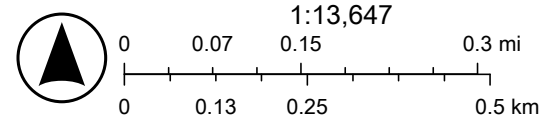
- Limits: \$2,000,000 per Occurrence
 \$4,000,000 General Aggregate
- Policy shall provide for a retroactive date prior to the starting date of services for which the Agreement applies.

Oak Creek Mitigation Site - Monitoring & Reporting

F



8/21/2023





LETTER AGREEMENT FOR PROFESSIONAL SERVICES

August 21, 2023

Lower Platte South Natural Resources District
Attn: Mike Sousek
3125 Portia Street
Lincoln, NE 68521

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Oak Creek Mitigation (the "Project")
Oak Creek, Lancaster County, Nebraska

Dear Mr. Zillig:

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

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

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

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

SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Start Date: Upon notice to proceed and within growing season (May 1st – October 31st)

Anticipated Completion Date: December 1st

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

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services. A fee table below is a breakdown of a lump sum cost for each year of monitoring (Years 1 – 5). Olsson's reimbursable expenses for this Project are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Phase	Scope	Lump Sum Cost
001 – Year 1	Monitoring setup, Monitoring, and Reporting	\$5,600
002 – Year 2	Monitoring and Reporting	\$4,200
003 – Year 3	Monitoring and Reporting	\$4,200
004 – Year 4	Monitoring and Reporting	\$4,200
005 – Year 5	Monitoring, Reporting, and USACE Closeout	\$5,800
Total		\$24,000

TERMS AND CONDITIONS OF SERVICE

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

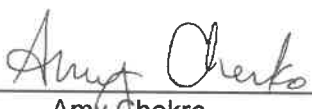
Client's designated Project Representative shall be Mike Sousek.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson.

This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Kris Davenport

By 
Amy Chekro

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

Lower Platte South Natural Resources District

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments
General Provisions
Scope of Services

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated August 21, 2023 between Lower Platte South Natural Resources District (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Along Oak Creek, Lancaster County, Nebraska

Project Description: Oak Creek is a mitigation location for the Antelope Creek Bank Stabilization project.

SCOPE OF SERVICES

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

TASK 100 –MITIGATION SITE MONITORING – FIVE YEAR MONITORING PERIOD

Olsson will complete the annual wetland monitoring/stream enhancement for the Oak Creek Mitigation Site. As stipulated in the permit (NWO-2019-00125-WEH), monitoring will occur annually for five years. The first annual monitoring event will occur during the full growing season (May 1 – October 31) after construction of the mitigation site is complete. Annual monitoring reports will be submitted to the Corps to meet the conditions outlined in the Section 404 Permit. A fee for additional monitoring beyond five years would be negotiated at that time if USACE determines additional monitoring requirements are necessary. Olsson will rely on the “as-built plan” provided by the Client for mitigation boundaries and other project features. Services will include the following items:

Wetland Mitigation/Stream Enhancement Monitoring Site Visit. Olsson will conduct a site visit once a year during the growing season (May 1 – October 31). Olsson will evaluate the vegetative communities and wetland hydrology at the mitigation site. Photographs will be taken to document conditions at the time of the site visit. Olsson will also collect Geospatial data during years 1, 3, and 5 to determine the size and success of the establishing wetland.

Annual Monitoring Report. Monitoring reports will be prepared annually for five years beginning in 2022 to document the condition of the mitigation site. The report will include a summary of the vegetative communities in the wetland and buffer areas and wetland hydrology present at the time of the site visit. A photo log documenting on-site conditions, acreages of wetlands within the mitigation site, cross section drawings of the site, and identification of any problems that Olsson observes, if necessary, will also be included.

Phase 001 – Year 1 Monitoring and Setup:

Year 1 monitoring of the mitigation site will include:

- Establishing sample point and photo point locations
- Geographic Information Systems Mapping services prior to and post site visit
- Draft report template with tables for following monitoring years
- Update NeSCAP Calc Book

- Documenting hydrology
- Documenting invasive species
- Documenting species coverage
- Note wildlife use
- Photographs of the mitigation sites
- List recommendations for maintenance and adaptive management needs for a successful site
- Draft Report for LPS NRD review prior to Final Report submittal
- Final Report submittal to LPS NRD and USACE by December 1

Olsson assumes Phase 001 would not require meetings with USACE.

Phase 002 through 004 - Years 2, 3, and 4 Monitoring and Reporting

- Documenting hydrology
- Documenting invasive species
- Documenting species coverage
- Note wildlife use
- Photographs of the mitigation sites
- List recommendations for maintenance and adaptive management needs for a successful site
- Draft Report for LPS NRD review prior to Final Report submittal
- Final Report submittal to LPS NRD and USACE by December 1

Olsson assumes Phases 002 through 004 would not require extensive report updates, mapping, or additional meetings and subsequent follow up coordination with USACE.

Phase 005 – Year 5 and Closeout:

- Documenting hydrology
- Documenting invasive species
- Documenting species coverage
- Note wildlife use
- Photographs of the mitigation sites
- Draft Report for LPS NRD review prior to Final Report submittal
- Final Report submittal to LPS NRD and USACE by December 1
- USACE coordination and one site visit with USACE to determine wetland success
- USACE coordination for Completion Letter for financial assurances

Year 5 would include

If detailed analysis or additional plans are required, additional scope and fees will be required.

ASSUMPTIONS

CLIENT WILL PROVIDE:

1. Arranged access to the mitigation site

ITEMS NOT INCLUDED IN SCOPE:

1. Wetland Delineation Report
2. Preliminary Jurisdictional Evaluation
3. Section 404 Nationwide Permit Application
4. Jurisdictional Determination Request

5. Individual Section 404 Permit Application
6. Additional Site Visits with the Corps
7. Database Review of State and Federally listed Threatened and Endangered Species
8. Migratory Bird Treaty Act Nesting Surveys
9. Bald and Golden Eagle Nest Surveys
10. Agency Requested Threatened and Endangered Species Specific Survey
11. Agency Requested Historic or Cultural Resource Surveys
12. Floodplain Permitting

If additional services are necessary in the future, Olsson will provide a revised scope and fee for these services.

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

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

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated August 28, 2023 between Lower Platte South Natural Resources District ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed

restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic

observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. 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.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the

quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by litigation.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If either party chooses litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the litigation being conducted. Any litigation shall take place in Lincoln, Nebraska.

6.2.4 Except to the extent prohibited by law, the prevailing party in any litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson the "prevailing party" shall be awarded the full amount of damages claimed by the Client in connection with the Dispute. In all Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Omitted

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation

of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's

Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide 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.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure,

confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or

hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of

this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) 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, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be 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 this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither

Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of the insurance provided by Olsson under paragraph 7.16. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Insurance

Olsson agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$1,000,000; Automobile Liability Insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; Professional Liability coverage in the amount of \$2,000,000.00, all for protection against claims arising out of performance of services under this Agreement caused by the negligent acts, errors or omissions; and Excess liability/Umbrella coverage in the amount of \$2,000,000.00. Client shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance for all types of insurance referred to above will be furnished to Client prior to the commencement of work on the Agreement. Olsson shall waive subrogation on all insurance contracts.

7.17 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and

void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

General Provisions updated 08/24/2023.

FY 2023 - Measurable Goals or Outcomes
12-Month Review (June 30, 2023)

As directed in the LPSNRD 2019 Master Plan, a list of measurable goals or outcomes was identified for each standing and ad hoc subcommittee. In preparation for the following year's LRIP, these identified goals or outcomes should be rated on progress being made. It's important to note that these goals or outcomes are guidance for the staff, subcommittees and Board, and do not represent all of the possible goals or outcomes, nor does it indicate any error or false information on behalf of the staff, subcommittees and Board if they are not achieved.

Urban

Community Assistance Program

- Complete four community assistance projects - 4 projects completed (Dakota Springs HOA Dam, Foreman Ridge HOA Pond Rehabilitation, Lincoln Meadows HOA Storm Sewer Replacement, Pine Lake Association Watershed Analysis & Outlet Structure); one other project close to being completed (Hickman S. 68th Street Bike Trail Underpass).

Operation and Maintenance Stormwater Facilities:

- Complete at least 5 Salt Creek Levee/ SWIF Projects - 4 projects completed (Dakota Springs HOA Dam, Foreman Ridge HOA Pond Rehabilitation, Lincoln Meadows HOA Storm Sewer Replacement, Pine Lake Association Watershed Analysis & Outlet Structure); one other project close to being completed (Hickman S. 68th Street Bike Trail Underpass).
 - Drainage pipe replacement Sta. 98+25L (A Street) – Under contract with Houston Engineering. Construction FY24.
 - Drainage ditch repair Sta. 166+30R to 173+00R (J to N Streets) – Under contract for engineering with JEO. Additional engineering likely FY24.
 - Drainage pipe removal Sta. 289+30R (Innovation Campus) - Completed (JEO/ K2)
 - Closure structure repair Sta. 206+70R (Railroad EAP) - Completed (JEO)
 - Drainage pipe repair/ replace Sta. 183+86L (P Street) – Design under contract with Houstin Engineering. Construction FY25.
- Complete 70th St. Car Wash Site Repairs on Deadmans Run – Design complete (Olsson). Construction contract awarded to MC Wells. Construction Fall 2023.
- Streambank Repair at 39th Street on Antelope Creek:
 - Complete Landrights – Completed
 - Complete Design – Completed (Olsson)
 - Project Bidding Fall 2022 – Completed
 - Construction Fall – Summer 2022-23 – Under construction. Final completion expected September 2023.

Stormwater Management

- Conduct Cost/Benefit Analysis of implementing structural measures (Salt Creek Resiliency Study) – Last FY the NRD committed \$41,656.25 in matching funds for the City's FEMA BRIC Grant 2021 application (Building Resilient Infrastructure and Communities). Approval announced, RFP & consultant select FY24.
- Complete at least two rainscaping projects in the District – No rainscaping projects completed.

- Deadmans Run Flood Reduction Project:
 - Complete flume updates and additional analysis – Expected completion December 2023. (UNL)
 - Complete 65% design – Complete (USACE)
 - Review final project configuration/ components based on modeling results – No major changes expected. 95% design Fall 2023 (NRD – City)
 - Complete final design – Expected November 2023 (USACE)
 - Begin Landrights acquisition – Expected Fall 2023 (City)
 - Begin 48th Street bridge replacement – Start Winter 2023 (City)

FY 2024 - Measurable Goals or Outcomes (Proposed)

As directed in the LPSNRD 2019 Master Plan, a list of measurable goals or outcomes was identified for each standing and ad hoc subcommittee. In preparation for the following year’s LRIP, these identified goals or outcomes should be rated on progress being made. It’s important to note that these goals or outcomes are guidance for the staff, subcommittees and Board, and do not represent all of the possible goals or outcomes, nor does it indicate any error or false information on behalf of the staff, subcommittees and Board if they are not achieved.

Urban

Community Assistance Program

- Complete four community assistance projects

Operation and Maintenance Stormwater Facilities

- Complete at least 5 Salt Creek Levee/SWIF projects:
 - Complete Design, Permitting and Award Construction 98+25 L
 - Complete Design, Permitting and Award Construction 183+86L
 - Complete Design, Permitting and Award Construction 184+90R
 - Complete Design, Permitting and Award Construction 216+50R
 - Complete Design for Pipe 238+90R
- Complete at least 3 Salt Creek Levee Non-SWIF projects:
 - Complete Design, Permitting, and Award Driveway Access 126+27-127+82L
 - Complete Permitting and Award Bank Stabilization at 13th – 14th St.
 - Complete Design for Sheet Pile Repair at 309+312+00 L
- Complete 70th St. Car Wash Site Repairs on Deadmans Run
- Complete streambank Repair at 39th Street on Antelope Creek:
 - Final Grading and Seeding September 15, 2023

Stormwater Management

- Conduct Cost/Benefit Analysis of implementing structural measures (Salt Creek Resiliency Study)
- Complete at least two rainscaping projects in the District
- Complete Masterplan project South Salt Creek #6 (begin construction Fall ‘23 and completion in Spring ‘24)
- Deadmans Run Flood Reduction Project:

- Complete flume updates and additional analysis
- Complete 95% design
- Review final project configuration/components based on modeling results
- Complete final design
- Begin Landrights acquisition
- 38th Street Bridge Design
- Begin 48th Street bridge replacement (City)