

Agenda Item: 6.C.

MEMORANDUM

TO: Ad Hoc Consultant Selection Subcommittee for the Papillion Creek Watershed Regional Detention Basins

FROM: Amanda Grint, Water Resources Engineer

SUBJECT: Review and Recommendation on Professional Services Contract with Olsson Associates for the WP1 and DS7 Projects

DATE: April 27, 2017

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In March 2017, the Subcommittee interviewed firms and selected Olsson Associates (Olsson) with which to negotiate a professional services contract for the preliminary design of West Papillion Regional Basin Number 1 (WP1) and Dam Site 7 (DS7) Projects. Since that time, District staff and representatives from Olsson have worked together to prepare the enclosed scope and schedule for your review and consideration. This initial phase of design takes the project through a 60% plan level and provides enough detail for developing land acquisition limits. At this time, a construction timeline has not been established and future phases of design and construction will be determined by the Board when necessary.

A summary of the proposed tasks included in the contract is as follows:

- Project management for a ten-month project schedule.
- Complete geotechnical analysis and report.
- Dam design alternatives analysis and modeling.
- Initial work to complete a USACE 404 permit application. The permit will not be submitted until construction is planned. Additional preliminary meetings with Department of Natural Resources are included for state permits.
- 60% plans for all design elements including dam design, water quality basin, roads, utilities, and recreation.
- Conceptual fisheries design.
- Survey, right of way, and individual tract legal descriptions.

The proposed contract containing the detailed scope of work, cost estimate and schedule are attached. The scope and fee is identified for each project separately then combined into one contract. Olsson would provide the professional services for preliminary design of the WP1 and DS7 Projects on an hourly basis not to exceed the amount of \$1,219,255.

**Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute a Professional Services Agreement with Olsson Associates for Preliminary Design of the WP1 and DS7 Projects in an amount not to exceed \$1,219,255, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

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

**Original Version**

Prepared by



Issued and Published Jointly by



### **MODIFIED VERSION**

#### **Papio-Missouri River Natural Resources District**

A redline comparison copy of this document highlighting the changes made to the original version will be made available to you upon request.

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This Agreement has been prepared for use with **EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition**. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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

THIS IS AN AGREEMENT effective as of May 11, 2017 ("Effective Date") between  
Papio-Missouri River Natural Resources District ("Owner") and  
Olsson Associates ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:  
Papio Dam Site 1 and West Papio Dam Site 7

("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: See Attachment A - Scope of Services

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 General**

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give written notice to Engineer as soon as reasonably practicable whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer's services;

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2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

#### **3.01 Commencement**

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### **3.02 Time for Completion**

- A. Engineer shall complete its obligations as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended and such changes or delays increase the time of performance of Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services in writing, then Owner shall pay Engineer compensation based on Engineer's normal hourly rates for time actually and necessarily devoted to services rendered in completing the additional services or shall negotiate an agreed upon fixed amount to perform such additional services, and the time for completion of Engineer's services shall be adjusted equitably, as agreed upon in writing by the parties.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to unreasonably delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure in addition to any other remedies to which Owner may be entitled.

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### **4.01 Invoices**

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis by the last business day of the month. Invoices are due and payable within 45 days of receipt. Notwithstanding anything to the contrary, in no event shall Owner be obligated to make any payment, whether as compensation for

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services or relating to charges by consultants, reimbursement and/or otherwise, that would result in exceeding the Maximum Amount unless Owner otherwise agrees in a signed written agreement entered into pursuant to this Agreement.

#### 4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* Subject to Paragraph 4.02.C, if Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall as soon as reasonably practicable advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01. Engineer shall continue performing services while any dispute is pending provided Owner has paid all undisputed amounts. Owner may withhold payment to the extent required to protect Owner from loss arising out of Engineer's performance or failure to perform any services.
- D. *Sales or Use Taxes:* If after the Effective Date of this Agreement any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

### ARTICLE 5 – OPINIONS OF COST

#### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

## 5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

## 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

# ARTICLE 6 – GENERAL CONSIDERATIONS

## 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession currently practicing under similar circumstances at the same time and in Nebraska. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly and solely attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Owner's policies, procedures, performance standards and other information (collectively, the "Owner Policies") are accessible at <http://www.papionrd.org/about-nrd/policies-and-manuals/>. Engineer shall comply with any and all such Owner Policies and with any other instructions of Owner relating to Engineer's performance of services under this Agreement that Owner provides to Engineer in writing (collectively with Owner Policies, the "Owner Requirements"), subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

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3. This Agreement is based on Laws and Regulations and Owner Requirements as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation, as applicable:
  - a. changes after the Effective Date to Laws and Regulations;
  - b. the receipt by Engineer after the Effective Date of new or different Owner Requirements.
4. Prior to the Effective Date, Engineer shall promptly notify Owner in writing of any objections to the Owner Requirements or conflicts between the Owner Requirements and Laws and Regulations and the parties shall use their best efforts to resolve such objections or conflicts.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee and amended and/or supplemented by the parties (the "Standard General Conditions"), unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time directly supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have direct authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor unless such action or omission is caused in whole or in part by Engineer.
- I. *Intentionally deleted.*
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made or caused to be made by Engineer or its Consultants or other agents or representatives.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements except to the extent otherwise provided for in this Agreement, Addenda, the Contract Documents and/or any other agreement between Engineer and Owner.

- L. Engineer's services do not include providing legal advice or representation.
- M. Except to the extent otherwise agreed to by Owner and Engineer in writing, Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs. Engineer understands, acknowledges and agrees that Engineer is responsible for ensuring that it, its Consultant, and their employees and representatives are aware and know of the applicable requirements of Contractor's and Owner's safety programs

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services; and Owner waives only those claims against the Engineer directly connected thereto.

#### 6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and shall become property of Owner without restriction or further limitation on their use, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to Owner acknowledging that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other purpose, without written verification or adaptation by Engineer or another engineer. Engineer acknowledges that the Project is a public project subject to the Nebraska public record statutes, Neb. Rev. Stat. § 87-712, *et seq.*
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations. If requested by Owner, at no additional expense, Engineer shall make Documents available in an electronic format to be agreed upon by the parties.

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- C. *Intentionally deleted.*
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer with a waiver of subrogation for such additional insureds.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 6.03 of the "Standard General Conditions of the Construction Contract," No. C-700 (Rev. 1) as amended and/or supplemented by the parties, and shall cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured or additional insured thereunder or against Engineer or its Consultants.

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- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.06 *Suspension and Termination*

##### A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project upon seven days written notice to Engineer.
- 2. *By Engineer:* Subject to Paragraph 4.02.C, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for undisputed invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

##### B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
  - a. by Owner upon 7 days written notice if Engineer fails to fulfill in a timely and proper manner any of its obligations hereunder. Owner shall be entitled to withhold payment to Engineer until the Project is completed and the damages to Owner due to Engineer's default have been determined. Engineer shall be entitled to payment for the value of services performed less a deduction for the damages suffered by Owner as a result of the default.
  - b. by Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 120 days for reasons beyond Engineer's control; or
    - 3) as set forth in Paragraph 6.10.D.

- 4) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 7 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 7 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, 30 days after the date of receipt of the notice.
2. For convenience, by Owner for any reason or no reason and with or without cause effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer 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.
- D. *Payments Upon Termination:*
  1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have full ownership and rights to use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
  2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C and incurred prior to the effective date of the termination. Under no circumstances shall Owner be responsible for Engineer's indirect or consequential damages, including, but not limited to, lost or anticipated profits.

#### 6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state of Nebraska.

#### 6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this

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Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Engineer may not assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of Owner, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge Engineer from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

#### 6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

#### 6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, then Engineer may, at its option and without

liability, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- D. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- E. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, managers, partners, agents, consultants, and employees, from and against any and all claims, costs, losses, damages, and judgments (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to this Agreement and/or the Project, provided that any such claim, cost, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission or intentional misconduct of Engineer or Engineer's principals, officers, directors, managers, members, partners, agents, employees, or Consultants or other representatives.
- B. *Indemnification by Owner:* To the extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, damages, and judgments (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to this Agreement and/or the Project, provided that any such claim, cost, loss, damages, or judgment is directly attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission or intentional misconduct of Owner or Owner's officers, directors or employees with respect to this Agreement or to the Project.
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and

expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Intentionally deleted.*
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, 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 this Agreement or the Project, from any cause or causes; provided, however, that this waiver does not apply to restrict or limit available insurance or indemnity claims arising from third-party claims.

#### 6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at no cost to Owner.

#### 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which 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.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- F. *Non-Discrimination.* Engineer shall not discriminate against any employee or applicant for employment, to be employed in the performance of the Project, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, because of his or her race, color, religion, sex, disability, or national origin.
- G. *Ethics in Public Contracting.* Engineer represents and warrants that it has not and will not pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any Nebraska or other government officer, board member, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. Engineer further represents and warrants that it is prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure any contract in any way relating to the Project. It is the intent of this Paragraph 6.13.F to assure that the prohibition of government contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the Owner that the process of evaluation of proposals and award of the Work and the Project be completed without external influence. It is not the intent of this Paragraph 6.13.F to prohibit any party from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this or any other contract or agreement or proposal. Engineer may not refer to receiving the award of this Agreement or the Project in advertising in such a manner as to state or imply that it or its services are endorsed or preferred by Owner. News releases pertaining to the Work shall not be issued without prior written approval from Owner. If Engineer is found to be in non-compliance with this Paragraph 6.13.F, Engineer may forfeit the Agreement and the Project and any contract or other agreement relating to the Project awarded to it.
- H. *Sovereign Immunity.* Nothing in this Agreement or in any other agreement between the parties shall be construed as a waiver of all or any part of, or as in any way limited, the sovereign immunity afforded to Owner pursuant to Laws and Regulations.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, in the following provisions, in the Standard General Conditions, or in the following definitions:
  - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Owner and Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract or other arrangement with Engineer to furnish services with respect to this Project.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Day*—A calendar day of 24 hours measured from midnight to the next midnight.
18. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
19. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the proposed Work to be performed by Contractor in accordance with and for the benefit of the Project.
20. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.

22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Maximum Amount*—The aggregate amount of One Million Two Hundred Nineteen Thousand Two Hundred Fifty-Five Dollars (\$1,219,255), which is the maximum to be paid by Owner with respect to and/or pursuant to this Agreement under any and all circumstances unless Owner agrees otherwise in a signed written agreement entered into pursuant to this Agreement.
25. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
26. *Project*—As defined on the first page of this Agreement, and including the total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
27. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
28. *Reimbursable Expenses*—The expenses incurred reasonably and directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project, as detailed in Exhibit C.
29. *Resident Project Representative*—The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
30. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

31. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
32. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
33. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
34. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
35. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
36. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
37. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
38. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

39. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## **ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

### **8.01 Exhibits Included:**

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- ~~D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.~~
- E. Exhibit E, Notice of Acceptability of Work.
- ~~F. Exhibit F, Construction Cost Limit. NOT USED.~~
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- ~~I. Exhibit I, Limitations of Liability. NOT USED.~~
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

### **8.02 Total Agreement**

- A. This Agreement, (together with the exhibits 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 written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

### **8.03 Designated Representatives**

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

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*This document is a **MODIFIED VERSION** of*

#### 8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

**IN WITNESS, WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.**

Owner:  
Papio-Missouri River Natural Resources District

Engineer:  
Olsson Associates

By: \_\_\_\_\_  
Print name: John Winkler  
Title: General Manager  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Engineer License or Firm's Certificate No. (if required):

State of: \_\_\_\_\_

Address for Owner's receipt of notices:

P-MRNRD  
8901 S. 154<sup>th</sup> Street  
Omaha, NE 68138-3621

Designated Representative (Paragraph 8.03.A):

Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Address for Engineer's receipt of notices:

Olsson Associates  
601 P Street, Suite 200  
Lincoln, NE 68508

Designated Representative (Paragraph 8.03.A):

Mike Placke  
Title: Senior Engineer  
Phone Number: 402-458-5957  
E-Mail Address: mplacke@olssonassociates.com

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*This document is a **MODIFIED VERSION** of*

This is **EXHIBIT A**, consisting of 15 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 11, 2017.

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## **Engineer's Scope of Services**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated May 11, 2017 between Papio-Missouri River NRD ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

### **Scope of Services – Part I: Dam Site 7**

#### **Project Description and Location**

Project will be located at: Douglas County, Nebraska, Southeast of the intersection of North 168th Street and Bennington Rd.

Project Description: Services for Dam Site 7 (DS-7) including 60% civil design services, geotechnical engineering, dam design alternatives analysis, permitting, survey and ROW legal descriptions

#### **Scope of Services**

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

This Scope of Services has been prepared for the development of DS-7 located in Douglas County, Nebraska. The Project is a high hazard classification earthen embankment dam with a concrete conduit principal spillway and earth cut auxiliary spillway.

The following is a summary of the work scope including assumptions and clarifications used to determine our estimated work effort.

### **Phase 010 – Project Management and Meetings**

#### **001 – Project Management**

This component of the project involves the Project Manager (PM) to work with Olsson's project team and with the Client's PM to ensure timely completion of quality work products within available budgetary resources. Activities completed by Olsson under this phase will include:

- Establish and maintain project schedule and budget
- Develop a project management plan
- Define individual tasks and establish cost and schedule for each task
- Prepare monthly project invoices, progress reports, and all internal coordination

#### **002 – Project Meetings**

Attend progress meetings with Client staff and attend all technical review meetings. A total of ten (10) monthly progress meetings and a project kick-off meeting are anticipated during the preliminary design phase.

#### **003 – Stakeholder Coordination Meetings**

Olsson will prepare meeting material and coordinate the design efforts with external stakeholders including utilities and land owners. This phase assumes a total of 4 meetings with external stakeholders.

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#### ***MODIFIED VERSION of***

#### **Exhibit A – Engineer's Services**

#### **004 – P-MRNRD Board Presentation**

Olsson will prepare material and conduct one presentation to the P-MRNRD Board detailing the results of the preliminary design for the site.

Assumptions:

All meetings will be attended by a maximum of three Olsson professionals.

Deliverables: Meeting minutes, monthly invoices, monthly progress reports, and one presentation to the P-MRNRD Board at the completion of the project.

### **Phase 020 – Geotechnical Evaluation**

#### **001– Geotechnical Investigation**

- Drilling Services/ Field Exploration – Olsson proposes to use a truck-mounted drill rig to complete the following soil test borings and Electronic Cone Penetration (CPT) holes for the geotechnical investigation.
- Four (4) soil test borings to depths of 90 feet each.
- Four (4) soil test borings to depths of 60 feet each.
- Two (2) soil test borings to depths of 50 feet each.
- One (1) soil test boring to a depth of 40 feet.
- Two (2) soil test borings to depths of 35 feet each.
- One (1) soil test boring to a depth of 30 feet.
- Six (6) soil test borings to depths of 20 feet each.
- Nine (9) CPT test holes to accompany the above soil test borings at depths listed below:
  - Four (4) to a depth of 90 feet each.
  - Three (3) to a depth of 60 feet each.
  - Two (2) to a depth of 50 feet each.
- The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 960 linear feet and approximately 640 linear feet of CPT.
- Contact Diggers Hotline of Nebraska to locate underground utilities. To ensure the safety of the crew on site, Owner must inform Olsson of the location of all private utilities and private utility service connections. Cost of locating private utility lines and private service connections shall be Owner's responsibility. Olsson is not responsible or liable for damage to any private utility or private service connection.
- All boring locations must be readily accessible. Any cost of making boring locations accessible is Owner's responsibility. Olsson will not perform work until boring locations are accessible and acceptable to Olsson's satisfaction.
- Drilling rigs are heavy equipment. Disturbance of natural surroundings including but not limited to soil indentations, concrete cracking and damage to underground sprinkler systems, may occur. Olsson shall not be liable or responsible for any site disturbance that may occur as a result of bringing equipment on site. Owner accepts full responsibility for site disturbance.
- Sampling of soils in general accordance with ASTM D-1586 and ATSM D-1587.
- Obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.

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***MODIFIED VERSION of***

**Exhibit A – Engineer's Services**

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Page 2

### **Geotechnical Services - Laboratory Services**

- As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D-2488), unconfined compression tests (ASTM D-2166), thin-walled tube density tests (ASTM D-2937), moisture content tests (ASTM D-2216), Atterberg limit tests (ASTM D4318), a Standard Proctor test (ASTM D-698), a one-dimensional consolidation test (ASTM D-2435), crumb, pinhole, permeability, and triaxial testing.

### **Geotechnical Services - Engineering Analysis and Report Preparation**

- Settlement analysis to evaluate the total and differential settlement anticipated along the dam centerline. Recommendations regarding fill height to account for the settlement will be provided along with any remedial measures necessary to address potential cracking related to excessive differential settlement.
- Analysis of the seepage potential through the dam embankment and underlying alluvial soils. For water budgeting purposes, estimated seepage rates through the embankment and foundation will be provided.
- Slope stability analysis will be performed for the following conditions: steady state seepage, seismic, rapid drawdown and end of construction.
- Discussion of the effects of the structural fill placement on the existing soil strata.
- Recommendations regarding the thickness, moisture and compaction criteria of any backfill or embankment fill.
- Discussion of anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.

### **002– Geotechnical Investigation, Rainwood Road**

- Drilling Services/ Field Exploration – Olsson proposes to use a truck-mounted drill rig to complete the following soil test borings and Electronic Cone Penetration (CPT) holes for the geotechnical investigation.
  - Two (2) soil test borings to depths of 110 feet each.
  - Three (3) soil test borings to depths of 50 feet each.
  - Two (2) soil test borings to depths of 35 feet each.
  - Three (3) CPT test holes to accompany the above soil test borings at depths listed below:
    - Two (2) to a depth of 90 feet each.
    - One (1) to a depth of 50 feet.
  - The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 440 linear feet and approximately 230 linear feet of CPT.
- Contact Diggers Hotline of Nebraska to locate underground utilities. To insure the safety of the crew on site, Owner must inform Olsson the location of all private utilities and private utility service connections. Cost of locating private utility lines and private service connections shall be Owner's responsibility. Olsson is not responsible or liable for damage to any private utility or private service connection.
- All boring locations must be readily accessible. Any cost of making boring locations accessible is Owner's responsibility. Olsson will not perform work until boring locations are accessible and acceptable to Olsson's satisfaction.
- Drilling rigs are heavy equipment. Disturbance of natural surroundings including but not limited to soil indentations, concrete cracking and damage to underground sprinkler systems, may occur. Olsson shall not be liable or responsible for any site disturbance that may occur as a result of bringing equipment on site. Owner accepts full responsibility for site disturbance.

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#### ***MODIFIED VERSION of***

#### **Exhibit A – Engineer's Services**

- Sampling of soils in general accordance with ASTM D-1586 and ATSM D-1587.
- Obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.

#### Geotechnical Services - Laboratory Services

- As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D-2488), unconfined compression tests (ASTM D-2166), thin-walled tube density tests (ASTM D-2937), moisture content tests (ASTM D-2216), Atterberg limit tests (ASTM D4318), a Standard Proctor test (ASTM D-698), a one-dimensional consolidation test (ASTM D-2435), crumb, pinhole, permeability, and triaxial testing.

#### Geotechnical Services - Engineering Analysis and Report Preparation

- Settlement analysis to evaluate the total and differential settlement anticipated along the roadway. Remedial measures necessary to address potential cracking related to excessive differential settlement.
- Slope stability analysis will be performed for the following conditions: steady state seepage, seismic, rapid drawdown and end of construction.
- Discussion of the effects of the structural fill placement on the existing soil strata.
- Recommendations regarding the thickness, moisture and compaction criteria of any backfill or embankment fill.
- Discussion of anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.
- Pavement thickness recommendations

Deliverables: Geotechnical Report(s)

### **Phase 030 – Preliminary Design**

#### **001 – Hydraulic Analysis and Sediment Load Calculations**

- Activities completed by Olsson under this phase will include development of hydrologic and hydraulic models for the use in the design of dam site DS-7. Inflow and outflow hydrographs will be developed to determine effects of alternative spillway designs of dam height and pool elevations. Olsson will route the principal spillway hydrograph, stability design hydrograph, and the freeboard hydrograph as defined in the NRCS Technical Release 60 (TR-60).
- Olsson will calculate the total anticipated sediment load to the dam site. The Revised Universal Soil Loss Equation (RUSLE) or similar soil loss estimating technique will be used. The intent is to design the reservoir for a minimum of a 50-year design life, appropriate trap efficiencies and bank erosion.
- Stage-vs-Storage: Storage volumes for the proposed reservoir will be calculated at 1-foot increments. LiDAR data will be supplemented with additional survey and the effects of grading changes evaluated.
- SITES Modeling will be completed to determine auxiliary spillway sizing and erosion of the auxiliary spillway.

#### **002 – Preliminary Design (60% Plans) of Dam and Spillway**

Olsson will prepare detailed drawings (up to 60% design) for the proposed construction work and for equipment and materials required under the Agreement. Generally, the construction plans will include the following:

- Embankment Layout and Sizing
- Borrow Area Grading Plan

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#### ***MODIFIED VERSION of***

#### **Exhibit A – Engineer's Services**

- General Reservoir Layout and Grading Plans
- Auxiliary Spillway Sizing and Alignment
- Auxiliary Spillway Plan and Profile
- Principal Spillway Alignment
- Principal Spillway Plan and Profile
- Internal Drainage System and Cleanout Locations
- Cross Sections for Spillways and Dam Embankment
- Inlet and Outlet Typical Details

### **003 – Quality Control/Quality Assurance**

Olsson will conduct internal quality reviews at the 30 and 60 percent design stages. The QA/QC reviews of the results of the analyses and design efforts completed to this point in the project will be performed by senior engineers and senior construction managers for accuracy and constructability. They will discuss the project status and any concerns resulting from review of the project. They will also discuss if any re-analysis or course corrections in the preliminary design process should occur.

### **004 – Upstream Water Quality Basin Analysis and Design**

Activities completed by Olsson under this phase will include using the site hydrology and characteristics to assess 60% design, if applicable, an upstream water quality basin. The 60% design of the water quality basin will include embankment and spillway requirements and sizing.

Deliverables: H&H modeling analysis, sediment load calculations, 60% construction documents, QA/QC completion forms

## **Phase 040 – Environmental / 404 Permitting**

### **001 – USACE Section 404 Permit (Through Step 10)**

Olsson will prepare a Section 404 Permit application package for the project. The package will include each item required to obtain an Individual Section 404 Permit from the USACE, as identified in the Coordination Process Flowchart attached as part of the RFP.

This permit application will include an evaluation of project impacts based on the wetland delineation and project design. Olsson will also coordinate with the NRD to develop a project Purpose and Need and range of potential alternatives. Olsson will prepare a practicability screening assessment for each alternative. This screening will identify which alternatives can be eliminated from consideration, and which will be carried forward for evaluation based on the practicability of each to implement based on cost, logistics, and technology. This alternatives analysis will follow the example from other West Papillion Creek Watershed projects.

Olsson will complete an alternatives evaluation for the practicable alternatives. This alternative evaluation will consider the impacts to the environment of each practicable alternative, and will be the baseline for determining the Least Environmentally Damaging Practicable Alternative.

Olsson will compile this information and complete the Section 404 Permit Application. This scope does not include submitting the application to the USACE, nor does it include obtaining the permit from the USACE.

Olsson anticipates up to four agency meetings will occur as part of this process. These meetings will be located at the NRD/USACE Wehrspann office.

### **002 – Waters of the U.S. Identification**

Olsson will complete a delineation of potential wetlands and other waters on the project study area. The study area includes the area potentially occupied by the dam, spillway, flood pool, and other ancillary structures.

The delineation will follow methodology of the U.S. Army Corps of Engineers Wetlands Delineation Manual (1987); regional Supplement 2010 (Midwest Region) with investigation

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of hydrology, vegetation, and soils. The delineation effort will also include a review of existing data including USGS 7.5 minute topographical maps, National Hydrography Dataset Page 4 of 15 information, National Wetland Inventory maps, soil survey data, and aerial photographs.

The delineation will include photography of wetlands, other waters, and upland areas. Wetland boundaries and stream channels will be identified with GPS equipment, and a map showing the extent of wetlands and other waters of the U.S. will be developed.

Olsson will prepare a delineation report presenting the results of the delineation. The report will include color photographs of the site, copies of data sheets, maps depicting the location, acreage, and Cowardin classification.

A preliminary TES critical habitat will be identified during the wetland investigation and described in the report. This project will not include a detailed survey for Threatened and Endangered Species and/or critical habitat. Any detailed surveys required by state and/or federal agencies will require additional fees.

### **003 – Cultural Resources Survey**

Olsson will coordinate with the USACE to determine if a cultural resources survey will be required for the project. If required, Olsson will utilize Cultural Resources Consultants to complete an archaeological survey of the project site. Cultural Resources Consultants will complete a survey of the study area and prepare a report presenting their findings. This report will be a component of the permit application package.

### **004 – Develop Mitigation Plan**

Olsson anticipates wetland and potential channel mitigation will be required as a result of project impacts. Olsson will design mitigation to meet USACE requirements for the Section 404 permit. The mitigation design will include design sheets for inclusion in the 60% design drawings, as well as a 12 components of mitigation plan, which will be included in the Section 404 Permit Application.

### **005 – Meetings with NeDNR Dam Safety**

Olsson will coordinate and participate in two meetings with the dam safety personnel at the Nebraska Department of Natural Resources. One meeting will occur at the beginning of the preliminary design, and the second meeting will occur at the conclusion of the preliminary design. Olsson will produce meeting minutes for distribution to applicable entities following the meeting.

Deliverables: Section 404 Permit application package, mitigation design, report presenting cultural resources findings, NDNR Dam Safety meeting minutes.

## **Phase 050 – Roads, Utilities, Recreation, Fisheries**

### **001 – Road Realignment/Modifications**

Olsson will evaluate the need to raise/modify the layout of existing Military Road, upstream of the embankment. This phase will include development of preliminary plans (60%), including design of profile, cross sections, and associated drainage structure sizing to raise Military Road above the 100-year pool elevation. It is assumed that the roadway will only be raised - no modifications to the alignment or surfacing are included in this phase.

### **002 – Conceptual Rainwood Road Design**

Olsson will work with the County and City to determine the proposed future roadway alignment of Rainwood Road between Military Rd and 156<sup>th</sup> Street, and the abandonment of Military Rd between 168<sup>th</sup> Street and HWS Cleveland Blvd. Conceptual design (60% within the limits of the reservoir and 30% outside the reservoir limits) will include horizontal and vertical design for the 1-mile stretch to determine the footprint and estimated bridge/box culvert location within the dam boundary. This task does not include bridge/box culvert design or drainage design for the remaining alignment.

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### **003 – Public Utility Realignments/Modifications**

Olsson will work with local utilities to determine necessary realignments and/or modifications to the locations. At this time, the only known utility conflict is the sanitary sewer line.

### **004 – Private Utility Impacts**

Olsson will incorporate any private utilities marked prior to field survey by a private locating company into the design and will be shown on the preliminary drawing set. Olsson will communicate the locations of identified utilities to the Client.

### **005 – Recreational Design**

Olsson will design and detail the recreational amenities and pedestrian trail. The site plan will include a paved loop trail, picnic shelter, restroom facility, roadway access, parking provisions, boat ramp and site furniture as required. Per the City of Omaha's Suburban. Olsson will provide drainage and landscape plans for any required site seeding, parking lot planting, accent planting, and/or rain gardens associated with the recreation amenities.

### **006 – Initial Fisheries Concept Layout**

Olsson will show conceptual layout of armored breakwater jetties and in-water features in the proposed reservoir plan. Due the preliminary nature of the fisheries design, the locations and sizing will be conceptual in nature. This task includes one meeting with the Game and Parks Commission.

Deliverables: roadway, utility, recreational and fisheries design documents as stated above and opinion of probable construction costs

## **Phase 060 – Survey and ROW Legal Descriptions**

### **001 – Topographic and boundary Survey**

Topographic features will be surveyed to create a surface represented by 1 foot contours. Improvements within the limits will be located, including: buildings, roads, structures, pipes, fences, gravel surfaces, concrete surfaces, asphalt surfaces, trees, and utilities.

Survey will be on a Modified State Plane Coordinate System established by Olsson Associates on previous projects.

A boundary survey will be performed to locate section corners, property corners and any other corners necessary to establish land ownership. A total of 12 parcels are anticipated to be impacted as a result of this project.

A Utility-One-Call will be made for the site. Utilities that are marked will be located. Above ground visible utilities will be located. Olsson will not be responsible for underground utilities not marked by the utility locate, also underground structures or tanks that are not visible on the surface of the site. An attempt will be made to obtain utility maps from the utilities listed on the Utility-One-Call. If maps are provided those utilities will be placed on the survey. Manholes will be inverted to get the pipe size and flow lines elevations. Any private utilities must be marked prior to field survey by a private locating company at the Clients expense. If not marked at time of field survey an additional fee will be required to pick them up.

### **002 – Bore Hole Layout**

Olsson surveyors will coordinate with the geotechnical engineers to layout and properly identify the locations of the geotechnical bore hole locations. Bore hole locations will be identified on the 60% design plans.

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### **003 – Prepare ROW Maps and Legal Descriptions**

Based on the proposed flood boundaries of the project, Olsson will develop ROW maps based on current title commitments by recorded subdivision plats, utility records and other recorded surveys and documentation at the Douglas County Surveyor's office and the Douglas County Register of Deeds office.

Olsson will develop legal descriptions and drawings for land parcels acquisition by the Client.

Deliverables: Individual Parcel maps, legal survey of boundaries, property lines, easements, section lines, utilities, and topographic data supplemented with LiDAR

### **Phase 070 – Other Community Planning/Facilities**

No community or facilities planning efforts are anticipated with the 60% design efforts of DS-7.

### **Phase 080 – Deliverables**

- Preliminary Design Report, Activities completed by Olsson under this phase will include documenting the design process
- Opinion of Probable Construction Costs
- Electronic Deliverable of all Files
- 60% Submittal
- ROW Legal Descriptions and exhibits for land purchase, road and utility ROW

### **Exclusions:**

The following items, in addition to any items not specifically listed above are not included in this proposal, but can be provided under a supplemental agreement:

- Specifications
- SWPPP Permitting
- Public Meetings
- Grant Funding
- Dam Breach Analysis
- Emergency Action Plan
- USACE Section 404 Permit Submittal
- NDNR Approval of Plans Submittal
- NDNR Permit to Impound Water

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 performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

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**Exhibit A – Engineer's Services**

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## **Scope of Services – Part II: West Papio Site 1**

### **Project Description and Location**

Project will be located at: Douglas County, Nebraska, Southwest of the intersection of North 180th Street and Fort St.

Project Description: Services for West Papio Site 1 (WP-1) including 60% civil design services, geotechnical engineering, dam design alternatives analysis, permitting, survey and ROW legal descriptions.

### **Scope of Services**

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

This Scope of Services has been prepared for the development of WP-1 located in Douglas County, Nebraska. The Project is a high hazard classification earthen embankment dam with a concrete conduit principal spillway and earth cut auxiliary spillway.

The following is a summary of the work scope including assumptions and clarifications used to determine our estimated work effort.

### **Phase 100 – Project Management and Meetings**

#### **001 – Project Management**

This component of the project involves the Project Manager (PM) to work with Olsson's project team and with the Clients PM to ensure timely completion of quality work products within available budgetary resources. Activities completed by Olsson under this phase will include:

- Establish and maintain project schedule and budget
- Develop a project management plan
- Define individual tasks and establish cost and schedule for each task
- Prepare monthly project invoices, progress reports, and all internal coordination

#### **002 – Project Meetings**

Attend progress meetings with Client staff and attend all technical review meetings. A total of ten (10) monthly progress meetings and a project kick-off meeting are anticipated during the preliminary design phase.

#### **003 – Stakeholder Coordination Meetings**

Olsson will prepare meeting material and coordinate the design efforts with external stakeholders including utilities and land owners. This phase assumes a total of four (4) meetings with external stakeholders.

#### **004 – P-MRNRD Board Presentation**

Olsson will prepare material and conduct one presentation to the P-MRNRD Board detailing the results of the preliminary design for the site.

Assumptions:

All meetings will be attended by a maximum of three Olsson professionals.

Deliverables: Meeting minutes, monthly invoices, monthly progress reports, and one presentation to the P-MRNRD Board at the completion of the project.

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## **Phase 200 – Geotechnical Evaluation**

### **001 – Geotechnical Investigation**

Drilling Services/ Field Exploration – Olsson proposes to use a truck-mounted drill rig to complete the following soil test borings and Electronic Cone Penetration (CPT) holes for the geotechnical investigation.

- Two (2) soil test borings to depths of 90 feet each.
- One (1) soil test boring to a depth of 80 feet.
- One (1) soil test boring to a depth of 70 feet.
- Three (3) soil test borings to depths of 60 feet each.
- One (1) soil test boring to a depth of 45 feet.
- One (1) soil test boring to a depth of 40 feet.
- Two (2) soil test borings to depths of 35 feet each.
- One (1) soil test boring to a depth of 30 feet.
- Five (5) soil test borings to depths of 20 feet each.
- Seven (7) CPT test holes to accompany the above soil test borings at depths listed below:
  - Two (2) to a depth of 90 feet each.
  - One (1) to a depth of 80 feet.
  - One (1) to a depth of 70 feet.
  - Two (2) to a depth of 60 feet each.
  - One (1) to a depth of 40 feet.
- The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 795 linear feet and approximately 490 linear feet of CPT.
- Contact Diggers Hotline of Nebraska to locate underground utilities. To ensure the safety of the crew on site, Owner must inform Olsson of the location of all private utilities and private utility service connections. Cost of locating private utility lines and private service connections shall be Owner's responsibility. Olsson is not responsible or liable for damage to any private utility or private service connection.
- All boring locations must be readily accessible. Any cost of making boring locations accessible is Owner's responsibility. Olsson will not perform work until boring locations are accessible and acceptable to Olsson's satisfaction.
- Drilling rigs are heavy equipment. Disturbance of natural surroundings including but not limited to soil indentations, concrete cracking and damage to underground sprinkler systems, may occur. Olsson shall not be liable or responsible for any site disturbance that may occur as a result of bringing equipment on site. Owner accepts full responsibility for site disturbance.
- Sampling of soils in general accordance with ASTM D-1586 and ATSM D-1587.
- Obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.

#### **Geotechnical Services - Laboratory Services**

- As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D-2488), unconfined compression tests (ASTM D-2166), thin-walled tube density tests (ASTM D-2937), moisture content tests (ASTM D-2216), Atterberg limit tests (ASTM D4318), a Standard Proctor test (ASTM D-698), a one-dimensional consolidation test (ASTM D-2435), crumb, pinhole, permeability, and triaxial testing.

#### **Geotechnical Services - Engineering Analysis and Report Preparation**

- Settlement analysis to evaluate the total and differential settlement anticipated along the dam centerline. Recommendations regarding fill height to account for

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the settlement will be provided along with any remedial measures necessary to address potential cracking related to excessive differential settlement.

- Analysis of the seepage potential through the dam embankment and underlying alluvial soils. For water budgeting purposes, estimated seepage rates through the embankment and foundation will be provided.
- Slope stability analysis will be performed for the following conditions: steady state seepage, seismic, rapid drawdown and end of construction.
- Discussion of the effects of the structural fill placement on the existing soil strata.
- Recommendations regarding the thickness, moisture and compaction criteria of any backfill or embankment fill.
- Discussion of anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.

Deliverables: Geotechnical Report

### **Phase 300 – Preliminary Design**

#### **001 – Hydraulic Analysis and Sediment Load Calculations**

- Activities completed by Olsson under this phase will include development of hydrologic and hydraulic models for the use in the design of dam site WP-1. Inflow and outflow hydrographs will be developed to determine effects of alternative spillway designs of dam height and pool elevations. Olsson will route the principal spillway hydrograph, stability design hydrograph and the freeboard hydrograph as defined in the NRCS Technical Release 60 (TR-60).
- Olsson will calculate the total anticipated sediment load to the dam site. The Revised Universal Soil Loss Equation (RUSLE) or similar soil loss estimating technique will be used. The intent is to design the reservoir for a minimum of a 50-year design life, appropriate trap efficiencies, and bank erosion.
- Stage-vs-Storage: Storage volumes for the proposed reservoir will be calculated at 1-foot increments. LiDAR data will be supplemented with additional survey and the effects of grading changes evaluated.
- SITES Modeling will be completed to determine auxiliary spillway sizing and erosion of the auxiliary spillway.

#### **002 – Preliminary Design (60% Plans) of Dam and Spillway**

Olsson will prepare detailed drawings (up to a 60% design) for the proposed construction work and for equipment and materials required under the Agreement. Generally, the construction plans will include the following:

- Embankment Layout and Sizing
- Borrow Area Grading Plan
- General Reservoir Layout and Grading Plans
- Auxiliary Spillway Sizing and Alignment
- Auxiliary Spillway Plan and Profile
- Principal Spillway Alignment
- Principal Spillway Plan and Profile
- Internal Drainage System with Cleanout Locations
- Cross Sections for Spillways and Dam Embankment
- Inlet and Outlet Typical Details

#### **003 – Quality Control/Quality Assurance**

Olsson will conduct internal quality reviews at the 30 and 60 percent design stages. The QA/QC reviews of the results of the analyses and design efforts completed to this point in the project will be performed by senior engineers and senior construction managers for accuracy and constructability. They will discuss the project status and any concerns

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#### **Exhibit A – Engineer's Services**

resulting from review of the project. They will also discuss if any re-analysis or course corrections in the preliminary design process should occur.

#### **004 – Upstream Water Quality Basin Analysis and Design**

Activities completed by Olsson under this phase will include using the site hydrology and characteristics to assess and complete 60% design, if applicable, for one upstream water quality basin. The 60% design of the water quality basin will include embankment and spillway requirements and sizing.

Deliverables: H&H modeling analysis, sediment load calculations, 60% construction documents, QA/QC completion forms

### **Phase 400 – Environmental / 404 Permitting**

#### **001 – USACE Section 404 Permit (Through Step 10)**

Olsson will prepare a Section 404 Permit application package for the project. The package will include each item required to obtain an Individual Section 404 Permit from the USACE, as identified in the Coordination Process Flowchart attached as part of the RFP.

This permit application will include an evaluation of project impacts based on the wetland delineation and project design. Olsson will also coordinate with the NRD to develop a project Purpose and Need and range of potential alternatives. Olsson will prepare a practicability screening assessment for each alternative. This screening will identify which alternatives can be eliminated from consideration, and which will be carried forward for evaluation based on the practicability of each to implement based on cost, logistics, and technology. This alternatives analysis will follow the example from other West Papillion Creek Watershed projects.

Olsson will complete an alternatives evaluation for the practicable alternatives. This alternative evaluation will consider the impacts to the environment of each practicable alternative, and will be the baseline for determining the Least Environmentally Damaging Practicable Alternative.

Olsson will compile this information and complete the Section 404 Permit Application. This scope does not include submitting the application to the USACE, nor does it include obtaining the permit from the USACE.

Olsson anticipates up to four agency meetings will occur as part of this process. These meetings will be located at the NRD/USACE Wehrspann office.

#### **002 – Waters of the U.S. Identification**

Olsson will complete a delineation of potential wetlands and other waters on the project study area. The study area includes the area potentially occupied by the dam, spillway, flood pool, and other ancillary structures.

The delineation will follow methodology of the U.S. Army Corps of Engineers Wetlands Delineation Manual (1987); regional Supplement 2010 (Midwest Region) with investigation of hydrology, vegetation, and soils. The delineation effort will also include a review of existing data including USGS 7.5 minute topographical maps, National Hydrography Dataset Page 4 of 15 information, National Wetland Inventory maps, soil survey data, and aerial photographs.

The delineation will include photography of wetlands, other waters, and upland areas. Wetland boundaries and stream channels will be identified with GPS equipment, and a map showing the extent of wetlands and other waters of the U.S. will be developed.

Olsson will prepare a delineation report presenting the results of the delineation. The report will include color photographs of the site, copies of data sheets, maps depicting the location, acreage, and Cowardin classification.

A preliminary TES critical habitat will be identified during the wetland investigation and described in the report. This project will not include a detailed survey for Threatened and Endangered Species and/or critical habitat. Any detailed surveys required by state and/or federal agencies will require additional fees.

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#### ***MODIFIED VERSION of***

#### **Exhibit A – Engineer's Services**

### **003 – Cultural Resources Survey**

Olsson will coordinate with the USACE to determine if a cultural resources survey will be required for the project. If required, Olsson will utilize Cultural Resources Consultants to complete an archaeological survey of the project site. Cultural Resources Consultants will complete a survey of the study area and prepare a report presenting their findings. This report will be a component of the permit application package.

### **004 – Develop Mitigation Plan**

Olsson anticipates wetland and potential channel mitigation will be required as a result of project impacts. Olsson will design mitigation to meet USACE requirements for the Section 404 permit. The mitigation design will include design sheets for inclusion in the 60% design drawings, as well as a 12 components of mitigation plan, which will be included in the Section 404 Permit Application.

### **005 – Meetings with NDNR Dam Safety**

Olsson will coordinate and participate in two meetings with the dam safety personnel at the Nebraska Department of Natural Resources. One meeting will occur at the beginning of the preliminary design, and the second meeting will occur at the conclusion of the preliminary design. Olsson will produce meeting minutes for distribution to applicable entities following the meeting.

Deliverables: Section 404 Permit application package, mitigation design, report presenting cultural resources findings, NDNR Dam Safety meeting minutes.

## **Phase 500 – Roads, Utilities, Recreation, Fisheries**

### **001 – Road Realignment/Modifications**

Olsson will evaluate the need to raise/modify the layout of Fort Street, upstream of the embankment. This phase will include development of preliminary plans (60%), including design of profile, cross sections, and associated drainage structure sizing to raise Fort Street above the 100-year pool elevation. It is assumed that the roadway will only be raised - no modifications to the alignment or surfacing are included in this phase.

### **002 – Coordination with County and City for Road Design**

Olsson will work with the County and City to determine proposed roadway modifications to Fort Street.

### **003 – Public Utility Realignments/Modifications**

Olsson will work with local utilities to determine necessary realignments and/or modifications to the locations. At the time of preparation of this scope, the only known utility conflicts at WP-1 is a high-voltage transmission line that runs through the reservoir and spillway and a sewer line along the east side of the pool area. Olsson will work with the utility to develop an opinion of cost for utility realignments/modifications.

### **004 – Private Utility Impacts**

Olsson will incorporate any private utilities marked prior to field survey by a private locating company into the design and will be shown on the preliminary drawing set. Olsson will communicate the locations of identified utilities to the Client.

### **005 – Recreational Design**

Olsson will design and detail the recreational amenities and pedestrian trail. The site plan will include a paved loop trail, picnic shelter, restroom facility, roadway access, parking provisions, boat ramp and site furniture as required. Olsson will provide drainage and landscape plans for any required site seeding, parking lot planting, accent planting, and/or rain gardens associated with the recreation amenities.

### **006 – Initial Fisheries Concept Layout**

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#### **Exhibit A – Engineer's Services**

Olsson will show conceptual layout of armored breakwater jetties and in-water features in the proposed reservoir plan. Due the preliminary nature of the fisheries design, the locations and sizing will be conceptual in nature. This task includes one meeting with the Game and Parks Commission.

Deliverables: roadway, utility, recreational and fisheries design documents as stated above and opinion of probable construction costs

## **Phase 600 – Survey and ROW Legal Descriptions**

### **001 – Topographic and boundary Survey**

Topographic features will be surveyed to create a surface represented by 1-foot contours. Improvements within the limits will be located, including: buildings, roads, structures, pipes, fences, gravel surfaces, concrete surfaces, asphalt surfaces, trees, and utilities.

Survey will be on a Modified State Plane Coordinate System established by Olsson Associates on previous projects.

A boundary survey will be performed to locate section corners, property corners, and any other corners necessary to establish land ownership. A total of 9 parcels are expected to be impacted by this project. The client will provide title searches and documents to Olsson.

A Utility-One-Call will be made for the site. Utilities that are marked will be located. Above ground visible utilities will be located. Olsson will not be responsible for underground utilities not marked by the utility locate, also underground structures or tanks that are not visible on the surface of the site. An attempt will be made to obtain utility maps from the utilities listed on the Utility-One-Call. If maps are provided those utilities will be placed on the survey. Manholes will be inverted to get the pipe size and flow lines elevations. Any private utilities must be marked prior to field survey by a private locating company at the Clients expense. If not marked at time of field survey an additional fee will be required to pick them up.

### **002 – Bore Hole Layout**

Olsson surveyors will coordinate with the geotechnical engineers to layout and properly identify the locations of the geotechnical bore hole locations. Bore hole locations will be identified on the 60% design plans.

### **003 – Prepare ROW Maps and Legal Descriptions**

Based on the proposed flood boundaries of the project, Olsson will develop ROW maps based on current title commitments by recorded subdivision plats, utility records and other recorded surveys and documentation at the Douglas County Surveyor's office and the Douglas County Register of Deeds office.

Olsson will develop legal descriptions and drawings for land parcels acquisition by the Client.

Deliverables: Individual Parcel maps, legal survey of boundaries, property lines, easements, section lines, utilities, and topographic data supplemented with LiDAR

## **Phase 700 – Other Community Planning/Facilities**

No community or facilities planning efforts are anticipated with the 60% design efforts of WP-1.

## **Phase 800 – Deliverables**

- Preliminary Design Report, Activities completed by Olsson under this phase will include documenting the design process
- Opinion of Probable Construction Costs

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- Electronic Deliverable of all Files
- 60% Submittal
- ROW Legal Descriptions and exhibits for land purchase, road and utility ROW

**Exclusions:**

The following items, in addition to any items not specifically listed above are not included in this proposal, but can be provided under a supplemental agreement:

- Specifications
- SWPPP Permitting
- Public Meetings
- Grant Funding
- Dam Breach Analysis
- Emergency Action Plan
- USACE Section 404 Permit Submittal
- NDNR Approval of Plans Submittal
- NDNR Permit to Impound Water
- Public Improvements (Roadway) Permitting with Local Agency

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 performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

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# DS-7 Project Planner

Select a period to highlight at right. A legend describing the charting follows.

Period Highlight: 3

### Plan Duration

Actual Start

% Complete

Actual (beyond plan)

% Complete (beyond plan

Phase	Activity	Plan Start	Plan Duration	Actual Start	Actual Duration	Percent Complete	Periods																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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# WP-1 Project Planner

Select a period to highlight at right. A legend describing the charting follows.

Period Highlight: 3

### Plan Duration

Actual Start

% Complete

Actual (beyond plan)

% Complete (beyond plan

Phase	Activity	Plan Start	Plan Duration	Actual Start	Actual Duration	Percent Complete	Periods																																															
							May					June				July				August				September				October				November				December				Jan-18				Feb-18				Mar-18						
							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
100	Project Management	3	44	0	0	0%																																																
200	Geotechnical Engineering	5	24	0	0	0%																																																
	Subsurface Investigation	10	4	0	0	0%																																																
	Laboratory Testing	14	8	0	0	0%																																																
	Geotechnical Analysis	19	8	0	0	0%																																																
	Final Report	24	8	0	0	0%																																																
	300	Dam Design Alts. Analysis	3	41	0	0	0%																																															
Sediment Loading		7	3	0	0	0%																																																
Modeling		3	30	0	0	0%																																																
Upstream Water Quality Basin		16	12	0	0	0%																																																
Dam and Spillway Design		6	38	0	0	0%																																																
400		Permitting	5	4	0	0	0%																																															
	USACE Section 404 Permit	5	40	0	0	0%																																																
	Identification	15	6	0	0	0%																																																
	Investigation	20	5	0	0	0%																																																
	Develop Mitigation Plan	20	8	0	0	0%																																																
	Mtg. 1 with NDNR Dam Safety	8	1	0	0	0%																																																
	Mtg. 2 with NDNR Dam Safety	36	1	0	0	0%																																																
	500	Design Elements	9	6	0	0	0%																																															
Stakeholder Coordination		9	3	0	0	0%																																																
Road Realign./Modifications		15	5	0	0	0%																																																
Public Utility Realignments		19	5	0	0	0%																																																
Private Utility Impacts		19	5	0	0	0%																																																
Min. Recreation Elements		22	5	0	0	0%																																																
Discussion/layout		25	5	0	0	0%																																																
600		Survey and ROW Legal Descpt.	9	4	0	0	0%																																															
	Topographic Survey	10	5	0	0	0%																																																
	Individual LO Legal and Tract	28	5	0	0	0%																																																
	Utilities and Easements	28	6	0	0	0%																																																
700	Other Planning/Facilities	12	1	0	0	0%																																																
	Land Use	14	5	0	0	0%																																																
	Transportation	14	8	0	0	0%																																																
	Recreation	14	7	0	0	0%																																																
800	Deliverables	40	6	0	0	0%																																																
	Supporting Appendicies	40	6	0	0	0%																																																
	Construction Costs	40	6	0	0	0%																																																
	Electronic Deliverable of all Files	40	6	0	0	0%																																																
	60% Plans	40	6	0	0	0%																																																
	Exhibits	40	6	0	0	0%																																																

## **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than the Standard General Conditions), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Except to the extent Engineer makes any unauthorized Owner revisions which are not expressly acknowledged and approved by Owner in writing, Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

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***MODIFIED VERSION of***

**Exhibit B – Owner's Responsibilities**

1. *Intentionally Deleted.*
  2. *Intentionally Deleted.*
  3. *Intentionally Deleted.*
  4. *Intentionally Deleted.*
  5. Explorations and tests of subsurface conditions at or adjacent to the Site; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys; with appropriate professional interpretation of such information or data.
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Upon Engineer's request, arrange for appropriate access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as Owner requires, and, to the extent deemed necessary by Owner in Owner's sole discretion, that Contractor raises or Engineer reasonably requests.
  3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

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**MODIFIED VERSION of**

**Exhibit B – Owner's Responsibilities**

- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Following Engineer's reasonable request, inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate in its sole discretion with respect to such examination) and render in writing decisions pertaining thereto as soon as reasonably practicable.
- N. *Intentionally Deleted.*
- O. *Intentionally Deleted.*
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in, if deemed appropriate by Owner in Owner's sole discretion, the pre-bid conference, bid opening, pre-construction conferences, construction progress and

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**MODIFIED VERSION of**

**Exhibit B – Owner's Responsibilities**

other job related meetings, and Site visits to inspect the Work and Project to determine Substantial Completion and readiness of the completed Work for final payment.

- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: **N/A.**

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**MODIFIED VERSION of**

**Exhibit B – Owner's Responsibilities**

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This is **EXHIBIT C**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 11, 2017.

## **Payments to Engineer for Services and Reimbursable Expenses**

### **COMPENSATION PACKET BC-4: Basic Services – Direct Labor Costs Times a Factor**

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For the avoidance of doubt, this Exhibit C in its entirety is expressly subject to the last sentence of Paragraph 4.01.A in the Agreement. Article 2 of the Agreement is supplemented to include the following agreement of the parties:

#### **ARTICLE 2 – OWNER’S RESPONSIBILITIES**

##### **C2.01 Compensation for Basic Services (other than Resident Project Representative) – Direct Labor Costs Times a Factor Method of Payment**

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to Engineer’s Direct Labor Costs times a factor of 4.1 for the services of Engineer’s personnel engaged on the Project, plus Reimbursable Expenses, estimated to be \$10,496, and Engineer’s Consultant’s charges, if any, estimated to be \$4,000.
2. Engineer’s Reimbursable Expenses Schedule is attached to this Exhibit C as Appendix 1.
3. The total compensation for services under Paragraph C2.01 is estimated to be \$1,219,255 based on the Engineer’s Fee Estimate (Time and Cost Table) attached to this Exhibit C as Appendix 2 and the following distribution of compensation:
  - a. ~~Study and Report Phase~~ \_\_\_\_\_ \$[ \_\_\_\_\_ ]
  - b. Preliminary Design Phase \_\_\_\_\_ \$1,219,255
  - c. ~~Final Design Phase~~ \_\_\_\_\_ \$[ \_\_\_\_\_ ]
  - d. ~~Bidding or Negotiating Phase~~ \_\_\_\_\_ \$[ \_\_\_\_\_ ]
  - e. ~~Construction Phase~~ \_\_\_\_\_ \$[ \_\_\_\_\_ ]
  - f. ~~Post-Construction Phase~~ \_\_\_\_\_ \$[ \_\_\_\_\_ ]
4. Following notice to Owner, Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered. For the avoidance of doubt, in no event shall such amount, in combination with any other compensation, reimbursement and/or any other amount to be paid by Owner with respect to and/or pursuant to this Agreement exceed the

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#### ***MODIFIED VERSION of***

**Exhibit C – Compensation Packet BC-4: Basic Services (other than RPR) –  
Direct Labor Costs Times a Factor Method of Payment.**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

5. Maximum Amount unless Owner agrees otherwise in a signed written agreement entered into pursuant to this Agreement.
6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3, incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges.
7. The portion of the amounts billed for Engineer's services which are related to services rendered on a Direct Labor Costs times a Factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project by Engineer's principals and employees multiplied by the above-designated factor, plus Reimbursable Expenses and Engineer's Consultant's charges reasonably and actually incurred during the billing period.
8. Direct Labor Costs means salaries and wages paid to Engineer's employees but does not include payroll-related costs or benefits.
9. The parties may, by mutual written agreement, adjust annually the Direct Labor Costs and the factor applied to Direct Labor Costs to reflect equitable changes to the compensation payable to Engineer.

#### **C2.02 Compensation for Reimbursable Expenses**

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C to the extent they are actually and reasonably incurred in furtherance of the Project.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto to the extent necessary for completion of the Project and specifically approved in advance by Owner in writing; providing and maintaining field office facilities including furnishings and utilities; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually and reasonably incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0. For the avoidance of doubt, in no event will the Reimbursable Expenses, in combination with any other reimbursements, compensation and/or any other amounts to be paid by Owner with respect to and/or pursuant to this Agreement exceed the Maximum Amount unless otherwise agreed by Owner in a signed written agreement entered into pursuant to this Agreement.

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#### ***MODIFIED VERSION of***

**Exhibit C – Compensation Packet BC-4: Basic Services (other than RPR) –  
Direct Labor Costs Times a Factor Method of Payment.**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

## C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0. For the avoidance of doubt, in no event will such compensation, together with any other compensation, reimbursements and/or any other amounts to be paid by Owner with respect to and/or pursuant to this Agreement exceed the Maximum Amount unless otherwise agreed by Owner in a signed written agreement entered into pursuant to this Agreement.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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***MODIFIED VERSION of***

**Exhibit C – Compensation Packet BC-4: Basic Services (other than RPR) –  
Direct Labor Costs Times a Factor Method of Payment.**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

**COMPENSATION PACKET AS-2:**  
**Additional Services – Direct Labor Costs Times a Factor**

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**Article 2 of the Agreement is supplemented to include the following agreement of the parties:**

**C2.05    *Compensation for Additional Services – Direct Labor Costs Times a Factor Method of Payment***

A.    Owner shall pay Engineer for Additional Services as follows:

1.    *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A of the Agreement, except for services as a consultant or witness under Paragraph A2.01.A.24 (which if needed shall be separately negotiated based on the nature of the required consultation or testimony), an amount equal to Engineer's Direct Labor Costs times a factor of 4.1, plus related Reimbursable Expenses and Engineer's Consultant's charges, the extent they are actually and reasonably incurred in furtherance of the Project, if any.

B.    *Compensation for Reimbursable Expenses:*

1.    For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are actually and reasonably incurred in furtherance of the Project and directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2.    Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto to the extent necessary for completion of the Project and specifically approved in advance by Owner in writing; providing and maintaining field office facilities including furnishings and utilities; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for and the use of highly specialized equipment.
3.    The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.
4.    The parties may, by mutual written agreement, adjust annually the Reimbursable Expenses Schedule to reflect equitable changes in the compensation payable to Engineer.

C.    *Other Provisions Concerning Payment for Additional Services:*

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**MODIFIED VERSION of**

**Exhibit C – Compensation Decision Guide.**

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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**MODIFIED VERSION of**

**Exhibit C – Compensation Decision Guide.**

This is **Appendix 1 to EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 11, 2017.

## **Reimbursable Expenses Schedule**

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Please see the attached Pages 1 and 2 following this Exhibit C.

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***MODIFIED VERSION of***

**Exhibit C – Compensation Decision Guide.**

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Date:	Dam Site DS -7	LABOR HOURS																				EXPENSES								TOTALS						
Job:		Water Resources					Environmental			Geotechnical					Survey			Recreational Dgn		Transportation																
Phase/ Task		Principal & QA/QC	Project Manager	Senior Staff	Technical Staff	Project Professional	Senior Environ. Scientist	Project Scientist	Design Associate	Senior Field Rep.	Lead Geotech Engineer	Industry Expert	Associate Engineer	Technician	Drill Crew and Rig	2-Man Survey Crew	CAD Operator	Crew Leader	Designer	Technician	Technical Leader	Associate Engineer	Technician	Admin/Clerical	Cultural Res. Sub	Travel, mile (Car)	Travel, mile (Surv)	Prints, each	GPS	Title Search	Misc	Total Man-Days	Total Labor Fee	Total Expense Fee	Total Fee	
		\$277.74	\$185.16	\$185.16	\$125.65	\$224.84	218.23	119.03	112.42	132.26	231.45	277.74	112.42	79.35	277.74	198.39	132.26	158.71	205.00	205.00	221.00	143.00	114.00	\$109.77	\$1.00	\$0.58	\$0.75	\$1.05	\$1.00	\$1.00						
Phase 010 Project Management																																				
Task 001	Project Management (10 Months)		120.00																				20.00		1000.00							17.50	\$ 24,414.84	\$ 575.00	\$ 24,989.84	
Task 002	Project Meetings (10)		40.00	60.00	10.00	60.00																			1000.00						21.25	\$ 33,262.90	\$ 575.00	\$ 33,837.90		
Task 003	Stakeholder Coordination Meetings (4)		16.00	24.00	10.00	24.00																			1000.00						9.25	\$ 14,059.03	\$ 575.00	\$ 14,634.03		
Task 004	NRD Board Presentation (1)		4.00	8.00		8.00																			100.00						2.50	\$ 4,020.65	\$ 57.50	\$ 4,078.15		
Phase 010 Total		0.00	180.00	92.00	20.00	92.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00								-	\$ -	\$ -	\$ 77,540		
Phase 020 Geotechnical Engineering																																				
Task 001	Geotechnical Investigation		8.00	16.00	30.00						57.00	45.00	232.00	481.00	108.00								15.00				260.00	60.00				124.00	\$ 129,798.06	\$ 258.00	\$ 130,056.06	
Task 002	Geotechnical Investigation, Rainwood Road			5.00	5.00						10.00	15.00	95.00	135.00	53.00								15.00								41.63	\$ 45,794.35	\$ -	\$ 45,794.35		
Phase 020 Total		0.00	8.00	21.00	35.00	0.00	0.00	0.00	0.00	0.00	67.00	60.00	327.00	616.00	161.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.00										\$ 175,850			
Phase 030 Preliminary Design																																				
Task 001	Hydrologic Analysis and Sediment Modeling		8.00	30.00	80.00	8.00																			1000.00						15.75	\$ 18,886.45	\$ 575.00	\$ 19,461.45		
Task 002	Design and Construction Documents	40.00	10.00	100.00	300.00	40.00																	20.00		1000.00						63.75	\$ 80,360.00	\$ 575.00	\$ 80,935.00		
Task 003	Quality Control and Quality Assurance	40.00	10.00			40.00																	20.00								13.75	\$ 24,150.32	\$ -	\$ 24,150.32		
Task 004	Upstream Water Quality Basin		10.00	30.00	60.00																										12.50	\$ 14,945.16	\$ -	\$ 14,945.16		
Task 005																															-	\$ -	\$ -	\$ -		
Phase 030 Total		80.00	38.00	160.00	440.00	88.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00									-	\$ -	\$ -	\$ 139,492		
Phase 040 Permitting																																				
Task 001	USACE 404 Permit (Through Step 10)		10.00	15.00	20.00		75.00	174.00	20.00																						39.25	\$ 46,468.87	\$ -	\$ 46,468.87		
Task 002	Waters of the U.S. Identification						8.00	40.00	10.00																						7.25	\$ 7,631.29	\$ 250.00	\$ 7,881.29		
Task 003	Cultural Resources Survey																							2000.00							-	\$ -	\$ 2,000.00	\$ 2,000.00		
Task 004	Develop Mitigation Plan			4.00	20.00		20.00	60.00	40.00														25.00								21.13	\$ 22,001.13	\$ 57.50	\$ 22,058.63		
Task 005	Meetings with NDNR (2)		8.00		16.00		16.00																3.00		100.00						5.38	\$ 7,312.55	\$ 57.50	\$ 7,370.05		
Phase 040 Total		0.00	18.00	19.00	56.00	0.00	119.00	274.00	70.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28.00												\$ 85,779		
Phase 050 Design Elements (roads, utilities, rec., fisheries)																																				
Task 001	Road Realignments/Modifications			20.00	8.00	8.00																														

Date: Job:		Dam Site WP-1	LABOR HOURS																				EXPENSES							TOTALS							
			Water Resources				Environmental			Geotechnical				Survey			Recreational Dgn			Transportation			Admin/Cle rical	Cultural Res. Sub	Travel, mile (Car)	Travel, mile (Sury)	Prints, each	GPS	Misc	Total Man-Days	Total Labor Fee	Total Expense Fee	Total Fee				
Phase/ Task	Description of Work	Principal & QA/QC	Project Manager	Senior Staff	Technical Staff	Project Professional	Senior Environ. Scientist	Project Scientist	Design Associate	Senior Field Rep.	Lead Geotech Engineer	Industry Expert	Associate Engineer	Technician	Drill Crew and Rig	2-Man Crew	CAD Operator	Crew Leader	Designer	Technician	Technical Leader	Associate Engineer	Technician	Admin/Cle rical	Cultural Res. Sub	Travel, mile (Car)	Travel, mile (Sury)	Prints, each	GPS	Misc	Total Man-Days	Total Labor Fee	Total Expense Fee	Total Fee			
		\$277.74	\$185.16	\$185.16	\$125.65	\$224.84	\$218.23	\$119.03	\$112.42	\$132.26	\$231.45	\$277.74	\$112.42	\$79.35	\$277.74	\$198.39	\$132.26	\$158.71	\$205.00	\$205.00	\$221.40	\$143.50	\$114.80	\$109.77	\$1.00	\$0.58	\$0.75	\$1.05	\$1.00	\$1.00							
Phase 100 Project Management																																					
Task 001	Project Management (10 Months)		120.00																					20.00		1000.00						17.50	\$ 24,415	\$ 575	\$ 24,990		
Task 002	Project Meetings (10)		40.00	60.00	10.00	60.00																				1000.00						21.25	\$ 33,263	\$ 575	\$ 33,838		
Task 003	Stakeholder Coordination Meetings (4)		16.00	24.00	10.00	24.00																				1000.00						9.25	\$ 14,059	\$ 575	\$ 14,634		
Task 004	NRD Board Presentation (1)		4.00	8.00		8.00																				100.00						2.50	\$ 4,021	\$ 58	\$ 4,078		
Phase 100 Total		0.00	180.00	92.00	20.00	92.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00										\$ 77,540			
Phase 200 Geotechnical Engineering																																					
Task 001	Geotechnical Investigation		8.00	12.00	20.00						55.00	42.00	215.00	387.00	88.00									15.00		260.00		60.00				105.25	\$ 111,580	\$ 213	\$ 111,792		
Task 002																																					
Phase 200 Total		0.00	8.00	12.00	20.00	0.00	0.00	0.00	0.00	0.00	55.00	42.00	215.00	387.00	88.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00										\$ 111,792			
Phase 300 Preliminary Design																																					
Task 001	Hydrologic Analysis and Sediment Modeling		8.00	30.00	80.00	8.00																				1000.00						15.75	\$ 18,886	\$ 575	\$ 19,461		
Task 002	Design and Construction Documents	40.00	6.00	30.00	200.00	16.00																		20.00		1000.00						39.00	\$ 48,697	\$ 575	\$ 49,272		
Task 003	Quality Control and Quality Assurance	30.00	6.00			30.00																		20.00								10.75	\$ 18,384	\$ -	\$ 18,384		
Task 004	Upstream Water Quality Basin		6.00	30.00	60.00																											12.00	\$ 14,205	\$ -	\$ 14,205		
Task 005																																					
Phase 300 Total		70.00	26.00	90.00	340.00	54.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00											\$ 101,322			
Phase 400 Permitting																																					
Task 001	USACE 404 Permit (Through Step 10)		10.00	15.00	10.00		75.00	174.00	20.00																							38.00	\$ 45,212	\$ -	\$ 45,212		
Task 002	Waters of the U.S. Identification						8.00	40.00	10.00																							7.25	\$ 7,631	\$ 250	\$ 7,881		
Task 003	Cultural Resources Survey																								2000.00												
Task 004	Develop Mitigation Plan						20.00	60.00	40.00																												
Task 005	Meetings with NDNR (2)		8.00		16.00		16.00																	25.00		100.00											
Phase 400 Total		0.00	18.00	15.00	26.00	0.00	119.00	274.00	70.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28.00												\$ 81,269		
Phase 500 Design Elements (roads, utilities, rec., fisheries)																																					
Task 001	Road Realignments/Modifications			4.00	30.00																20.00	60.00	100.00			100.00						26.75	\$ 29,028	\$ 58	\$ 29,086		
Task 002	Coordination with County and City for Road Design		4.00		16.00																24.00	24.00		4.00		100.00					150.00	9.00	\$ 11,948	\$ 208	\$ 12,155		
Task 003	Public Utility Realignments/Modifications		4.00		30.00																			4.00									4.75	\$ 4,949	\$ -	\$ 4,949	
Task 004	Private Utility Impacts		4.00		20.00																			4.00									3.50	\$ 3,693	\$ -	\$ 3,693	
Task 005	Minimum Recreational Elements		4.00	20.00	60.00														80.00	80.00													30.50	\$ 44,783	\$ -	\$ 44,783	
Task 006	Initial Fisheries Discussions/Concepts		4.00	4.00	24.00	2.00																		2.00									4.50	\$ 5,166	\$ -	\$ 5,166	
Phase 500 Total		0.00	20.00	28.00	180.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80.00	80.00	44.00	84.00	100.00	14.00											\$ 99,831		
Phase 600 Survey and ROW Legal Descriptions																																					
Task 001	Topographic and Boundary Survey			8.00	8.00											60.00	12.00	8.00															50.00	12.00	\$ 17,246	\$ 125	\$ 17,371
Task 002	Bore Hole Layout															8.00	2.00	1.00									100.00					50.00	1.38	\$ 2,010	\$ 125	\$ 2,135	
Task 003	Prepare ROW Maps and Legal Descriptions				12.00												25.00	65.00															12.75	\$ 15,130	\$ -	\$ 15,130	
Task 004																																					
Phase 600 Total		0.00	0.00	8.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	68.00	39.00	74.00	0.00	0.00	0.00	0.00	0.00	0.00											\$ 34,637		
Phase 700 Other Community Planning/Facilities																																					
Task 701																																					
Task 702																																					
Task 703																																					

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 11, 2017.

---

### NOTICE OF ACCEPTABILITY OF WORK

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**PROJECT:**

**OWNER:** Papio-Missouri River Natural Resources District

**CONTRACTOR:**

**OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:**

**EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:**

**ENGINEER:**

**NOTICE DATE:**

---

**To:** Papio-Missouri River Natural Resources District  
Owner

**And To:** \_\_\_\_\_  
Contractor

**From:** \_\_\_\_\_  
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated May 11, 2017, and the following terms and conditions of this Notice, and that Engineer has recommended final payment of Contractor:

### CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in Nebraska.

---

**MODIFIED VERSION of**

Exhibit E – Notice of Acceptability of Work.

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2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation and/or inspection of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

---

**MODIFIED VERSION of**

**Exhibit E – Notice of Acceptability of Work.**

This is **EXHIBIT G**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 11, 2017.

## **Insurance**

---

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

### **G6.05 Insurance**

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

- 1) Bodily injury, each accident: \$500,000
- 2) Bodily injury by disease, each employee: \$500,000
- 3) Bodily injury/disease, aggregate: \$500,000

c. General Liability --

- 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
- 2) General Aggregate: \$2,000,000

d. Excess or Umbrella Liability --

- 1) Per Occurrence: \$5,000,000
- 2) General Aggregate: \$5,000,000

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Professional Liability --

- 1) Each Claim Made \$1,000,000
- 2) Annual Aggregate \$2,000,000

g. Other (specify): \$[      ]

B. *Additional Insureds:*

- 1. The Owner shall be listed on Engineer's general liability policy as additional insured provided in Paragraph 6.05.A.

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**MODIFIED VERSION of**  
**Exhibit G – Insurance.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> SilverStone Group 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	<b>CONTACT NAME:</b> Debi Dodson <b>PHONE (A/C, No, Ext):</b> 402.964.5412 <b>E-MAIL ADDRESS:</b> ddodson@ssgi.com <b>FAX (A/C, No):</b> 402.557.6325														
<b>INSURED</b> 5761 Olsson Associates, Inc. P.O. Box 84608 402-474-6311 Lincoln NE 68501	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Travelers Ind. Co. Of America</td><td>25666</td></tr><tr><td>INSURER B: Charter Oak Fire Ins. Co.</td><td>25615</td></tr><tr><td>INSURER C: Travelers Property Casualty Co of Amer</td><td>25674</td></tr><tr><td>INSURER D: TRAVELERS IND CO OF AMER</td><td>25666</td></tr><tr><td>INSURER E: ACE AMERICAN INSURANCE COMPANY</td><td>22667</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Ind. Co. Of America	25666	INSURER B: Charter Oak Fire Ins. Co.	25615	INSURER C: Travelers Property Casualty Co of Amer	25674	INSURER D: TRAVELERS IND CO OF AMER	25666	INSURER E: ACE AMERICAN INSURANCE COMPANY	22667	INSURER F:	
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INSURER D: TRAVELERS IND CO OF AMER	25666														
INSURER E: ACE AMERICAN INSURANCE COMPANY	22667														
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 2064799487**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		P-630-8D707184	1/1/2017	1/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			P-810-1E019141	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSM-CUP-9H235899	1/1/2017	1/1/2018	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	PVYCNUB-8D98059	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liability Claims Made			EON G25589993	1/1/2017	1/1/2018	PL Each Claim \$5,000,000 PL Aggregate \$5,000,000 PL Ded Per Claim \$350,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All Carriers listed above have AM Best Ratings of A++XV.

Project: Papio Dam Site 1 and West Papio Dam Site 7. Certificate Holder is listed as Additional Insured with respect to General Liability as required by written contract. A Waiver of Subrogation is granted in favor of Certificate Holder as required by written contract. 30 days' written notice of cancellation provisions apply as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**Papio - Missouri River Natural Resources District  
8901 S. 154th St.  
Omaha NE 68138-3621

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 11, 2017.

## **Dispute Resolution**

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Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

### **H6.08 *Dispute Resolution***

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mediator to be mutually agreed upon by Owner and Engineer. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

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**MODIFIED VERSION of**

**Exhibit H - Dispute Resolution.**

This is **EXHIBIT J**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 11, 2017

### **Special Provisions**

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Paragraph(s) [            ] of the Agreement is/are supplemented to include the following agreement(s) of the parties:

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**MODIFIED VERSION of**

**Exhibit J - Special Provisions.**

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This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 11, 2017.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. \_\_\_\_\_**

**The Effective Date of this Amendment is: \_\_\_\_\_.**

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: Papio-Missouri River Natural Resources District

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- \_\_\_\_\_ Additional Services to be performed by Engineer
- \_\_\_\_\_ Modifications to services of Engineer
- \_\_\_\_\_ Modifications to responsibilities of Owner
- \_\_\_\_\_ Modifications of payment to Engineer
- \_\_\_\_\_ Modifications to time(s) for rendering services
- \_\_\_\_\_ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): \_\_\_\_\_

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**MODIFIED VERSION of**

Exhibit K – Amendment to Owner-Engineer Agreement.

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The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

Papio-Missouri River Natural Resources District

By: \_\_\_\_\_

Name: John Winkler

Title: General Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed:

Date Signed:

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**MODIFIED VERSION of**

**Exhibit K – Amendment to Owner-Engineer Agreement.**

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