

**Programs, Projects & Operations
Subcommittee Meeting
February 8, 2005
8:00 p.m.
Agenda**

Programs, Projects & Operations:

John Conley, Chairman
Rich Tesar, Vice-Chairman
Fred Conley
Rick Kolowski
Joe Neary

Alternate Members: Dorothy Lanphier
Jim Thompson

Staff Liaison: Gerry Bowen
Martin Cleveland *
Ralph Puls
Dick Sklenar
Paul Woodward

1. Meeting Called to Order – Chairperson John Conley
2. Quorum Call
3. Adoption of Agenda
4. Proof of Publication of Meeting Notice
5. Review and Recommendation on Missouri River Trail – N.P. Dodge Park to Washington County Line – Contract with HGM Associates, Inc. – Steve Moffit, HGM Associates, Inc., and Jim Becic
6. Review and Recommendation on West Branch Channel Project (84th to Giles Road) – Interlocal Cooperation Agreement with Sarpy County and Bellino Properties – Martin Cleveland
7. Review and Recommendation on West Branch Channel Project Contract for Tree Chipping – Martin Cleveland
8. Review and Recommendation on Water Main Extension Project for Dakota County Rural Water – Dick Sklenar
9. Other Items of Interest
10. Adjourn

MEMORANDUM

To: Programs, Projects and Operations Subcommittee

RE: Missouri River Trail – Scope of Services Agreement, Phase Two - Final Design.

From: Jim Becic

Date: 2/2/2005

The engineering and consulting firm, HGM, was selected by the P-MRNRD Board in April of 2004, to provide professional engineering services necessary to plan and design the approximately 2.8 mile Missouri River Trail – following John J. Pershing Road and North River Drive from N.P. Dodge Park, north to the Washington County Line at Dutch Hall Road.

Phase One of this 10 ft wide trail was to analyze and evaluate right-of-way options and costs and to determine the best location for the trail. This has been completed, and the Board at the 13 January, 2005 meeting, directed staff to proceed with Phase Two - Option “A” and to negotiate a Scope of Services Agreement with HGM to complete the final design, right of way acquisition and construction services for the project for consideration by the Board in February, 2005.

For funding and construction purposes, this 2.8 mile trail was divided into two roughly equal segment lengths. The first segment extends from N.P. Dodge Park north to approximately Ponca Road. The second segment - continues north up the hill along North River Drive to the Washington County Line – where it would connect to the recently completed Boyer Chute Trail.

This Phase Two of the project would include the final design, right of way acquisition and construction services for the entire 2.8 mile length.

Therefore, it is the staff recommendation that the Programs, Projects and Operations Subcommittee recommend to the Board that the General Manager be authorized to execute an addendum to the 16 April, 2004 Professional Services Agreement between the Papio-Missouri River Natural Resources District and HGM Associates Inc., to complete the final design, right of way acquisition and construction services for the Missouri River Trail (N.P. Dodge Park north to the Washington County Line, Phase Two - Option “A”) for a not to exceed amount of \$589,879.00, subject to changes deemed necessary by the General Manager and approval as to form by the District Legal Counsel.

Becic, Jim

From: Steve W. Moffitt [smoffitt@hgmonline.com]

Sent: Wednesday, February 02, 2005 9:14 AM

To: Becic, Jim

Cc: Petermann, Marlin

Jim -

Attached is a revised Scope, Schedule, and Fee Document . Please review and let me know if you have any comments.

After working on the schedule and scope of services, I think our estimate of observation time was low on Phase 2 construction. The attached fee document has been revised up some to reflect this change.

The proposed fee in terms of percentage of construction cost is:

Phase 1 Design = 9.8%

Phase 1 Construction = 13.9%

Phase 2 Design = 11.4%

Phase 2 Construction = 11.2%

Please call if you have any questions. Thanks.

Steve Moffitt
HGM Associates Inc.

Steve Moffitt
HGM Associates Inc.

2/2/2005

SCOPE OF SERVICES

Background

As of February 1, 2005, the CONSULTANT has completed work pertaining to “Engineering Phase I – Location Study” for the proposed Missouri River Trail. This work generally included evaluation of location alternatives and a recommendation to construct the trail along the east side of the existing roadway.

The following Scope of Services describes the tasks required to complete “Engineering Phase II – Design Engineering and Construction” which generally includes preparation of construction documents and construction engineering services for the proposed Missouri River Trail.

Trail construction will be split into two phases described as follows:

- **Phase 1 Trail (South Segment)**
This portion of the trail begins in N.P. Dodge Park and extends north along the east side of Pershing Drive, terminating approximately at the intersection with Ponca Road. This segment includes the crossing of Ponca Creek.
- **Phase 2 Trail (North Segment)**
This portion of the trail begins approximately at the intersection of Ponca Road and North River Road (Pershing Drive), extends to the north along the east side of North River Road, and terminates at the Douglas / Washington County line. This segment of trail includes approximately 1,000' of trail at 10% grade and two ravine crossings.

Construction documents will be prepared so that the two phases may be let for bids at separate times.

Specific tasks required to complete the design and construction of the Missouri River Trail are described in detail in the following pages.

Preliminary Plans

The CONSULTANT will perform the following tasks during preparation of preliminary plans:

- Coordinate with the NDOR Project Representative consultant for design requirements.
- Assist PMRNRD in preparation of the grant application for TEA-21 funding application for Phase 2 Trail (North Segment) construction.
- Coordinate with Douglas County Highway Department and the City of Omaha Parks Department as needed.
- Coordinate permitting process including:
 - NPDES Permitting
 - 404 Permitting (as required)

- Prepare preliminary engineering plans for the trail and North River Road realignment. Preliminary engineering plans to include:
 - Plan / Profile sheets
 - Existing condition / topographic survey information
 - Horizontal alignment, stationing and geometrics
 - Vertical alignment geometrics
 - Limits of construction
 - Proposed drainage, including possible rain gardens
 - Cross sections
 - Typical section for construction and grading
 - Fence and guardrail as required
- Prepare hydraulic design for pedestrian bridge over Ponca Creek.
- Complete Type, Size, and Location (TS&L) plan for required bridges including:
 - Ponca Creek crossing
 - Two ravine crossings at hill crest
- Prepare design of trail amenities including:
 - 20 stall paved concrete parking lot at N.P. Dodge Park
 - Landscape features and plantings
 - Embedded mile marker plaques
 - Signage
 - Rest areas on steep grade
- Prepare preliminary quantity tabulations
- Develop preliminary opinion of probable cost
- Prepare preliminary Status of Utilities report
- Review available R.O.W. and necessary acquisitions
- Prepare legal descriptions for North River Road ROW realignment and other property acquisitions
- Conduct information meetings with each of the landowners along the project.
- Attend meeting with PMRNRD & NDOR Project Representative consultant to review:
 - Preliminary plans (approximately 65% completion)
 - Property owner contracts
 - Long term maintenance issues
 - Project budget
 - Construction schedule

Final Plans and Specifications

The CONSULTANT will perform the following tasks to complete the preparation of final plans:

- Prepare calculations required in each engineering discipline applicable to the project. NDOR standard specifications will be used when applicable.
 - Drainage hydrology and hydraulics
 - Earthwork
 - Structural design of walls and bridges
- Finalize design plans and specifications. Plans will be prepared for two separate bid packages, Phase 1 Trail (South Segment) Construction and Phase 2 Trail (North Segment) Construction.
- Final plans will include the following:
 - Drainage designs
 - Construction and removal notes
 - Details and special designs for bridges and retaining walls
 - Revisions from review of preliminary plans
 - Erosion control
 - Wetland mitigation plan (if required)
- Submit plans for final review to PMRNRD and NDOR Project Representative consultant
- Revise and update tabulation of quantities
- Prepare final opinion of probable cost
- Prepare final Status of Utilities Report
- Coordinate meeting with PMRNRD & NDOR Project Representative consultant to review final plans and budget
- Finalize contract documents for bid

Landscaping Plans and Analysis

A landscape architect will review and prepare plans for plantings at selected properties along the trail. Plantings will define and separate the trail from adjacent ground at the following locations:

- Adjacent to farm ground between N.P. Dodge Park in Phase 1 Trail (South Segment) construction.
- Adjacent to the proposed rain gardens near the north end of the project.

Right-of-Way Acquisition Services

HGM will prepare acquisition plats for each parcel of land to be acquired. A subconsultant will negotiate on behalf of the NRD for the acquisition of these parcels.

Bidding Phase Assistance

HGM will assist PMRNRD during the solicitation for bids by preparing and distributing the Notice to Bidders, the plans, specifications and contract documents and by attending the bid lettings. Any questions concerning interpretation of the contract documents will be handled by **HGM**.

Bids received by PMRNRD for the project will be examined for completeness and accuracy. A recommendation will be made to PMRNRD for the award of the construction contract.

HGM will submit a form of agreement to the successful bidder for execution. Upon return of the document, **HGM** will forward the contract, the required bonds and certificate of insurance to the PMRNRD for legal review. A Notice to Proceed will be issued to the Contractor.

Construction documents will be prepared so that the two construction phases may be let for bids at separate times.

Resident Engineer

HGM will serve as Resident Engineer and verify the completion of the project in compliance with the plans and specifications as required by NDOR. Weekly progress reports will be prepared to record the progress of the job. Amounts due to the Contractor are computed based on observations and measurements at the site.

Prior to initiation of construction, a pre-construction conference will be held for all parties involved in the project to establish schedules, review materials, conflicts, quality assurance and other related items. **HGM** will schedule and preside over this meeting as PMRNRD authorized representative.

A Resident Project Representative ("RPR") will be at the construction site full time during construction. The RPR will make measurements required to determine the work completed by the contractor for the purpose of progress payments. Phase 1 Construction is estimated to take 45 working days, Phase 2 Construction is estimated to take 105 working days. The RPR is assumed to be onsite 50 hours per week for trail construction. In addition, a second RPR to monitor bridge construction has been included, and is estimated to take 45 working days. See Exhibit D for additional information on the duties and responsibilities of the RPR.

A review of the complete project will be conducted to verify that the work has been substantially/satisfactorily completed and to determine final project quantities. Should any portion of the work be deficient, incomplete or substandard, the Contractor will be directed to correct such defects. The final pay estimate due the Contractor will then be processed.

A geotechnical consultant will be retained to complete testing services during the construction phase.

Construction Staking Services

CONSULTANT survey personnel will stake the project for the contractor to the lines and grades designed and set forth on the plans. The CONSULTANT shall provide vertical control to Contractor during construction consisting of a maximum of two benchmarks. The CONSULTANT shall provide horizontal control to Contractor during construction consisting of offset takes for paving, culverts, and bridge construction.

Quality Control

The necessary materials sampling and testing will be performed to ensure that the material used in the job meets the specified quality. ENGINEER's sub-consultant to perform required construction phase materials testing services for density tests and concrete testing.

\$ 80,952

**Papio Missouri Natural Resource District
Missouri River Trail - N.P. Dodge Park North
to Douglas/Washington County Line
Consultant Fee Proposal**

**PHASE 1 TRAIL (SOUTH SEGMENT)
PRELIMINARY AND CONSTRUCTION ENGINEERING COSTS**

Prepared by HGM Associates Inc.

CONSTRUCTION ENGINEERING								
DESCRIPTION OF WORK ITEMS AND TASKS	HOURS BY CLASSIFICATION							TOTAL
	PM	CADD	OBS	LS	SURVEY CREW	CLERICAL		
Project Management	70	-	-	-	-	-		
Bid Phase								70
Contract Documents	80	16	-	-	-	40		136
Bid Letting	32	-	-	-	-	24		56
Construction Management								
Pre-Construction Meeting	4	-	4	-	-	-		8
Weekly Coordination Meetings	54	-	54	-	-	-		108
Process Weekly Quantity/Payrolls	72	-	36	-	-	72		180
Construction Observation	60	-	450	-	-	-		510
Utility Coordination - On Site	8	-	-	-	-	-		8
Public/Contractor Coordination - On	8	-	-	-	-	-		8
Prepare as Builts	4	40	16	-	-	-		60
Prepare Final Punchlist/Closeout	8	-	32	-	-	-		40
Final Measurements	-	-	40	-	-	-		40
Survey								
Stake Horizontal Alignment	-	8	-	2	40	-		50
Establish Bench Circuit	-	-	-	2	6	-		8
Stake Right of Way & Easements	-	8	-	-	32	-		40
Stake Grading	-	16	-	6	64	-		86
Stake Storm Sewer	-	-	-	-	-	-		-
Stake Paving	-	8	-	4	56	-		68
Subtotal M.H.	400	96	632	14	198	136	-	1476
Subtotal M.D.	50	12	79	2	25	17	-	185

Base Rate :	\$36.06	\$19.40	\$18.50	\$38.00	\$39.25	\$12.50	
Base Rate \$:	\$14,424	\$1,862	\$11,692	\$532	\$7,772	\$1,700	
(0.4402) Payroll Additives (%) :							\$ 37,982
(0.9963) Indirect Costs (%) :							\$ 16,720
Subtotal :							\$ 37,841
(13%) Profit :							\$ 92,543
Subtotal :							\$ 12,031
							\$ 104,574

Direct Costs : Construction Testing

Total, Phase 1 Trail (South Segment) Construction Engineering and Contingency	\$ 10,000
	\$ 114,574

SUMMARY OF PHASE 1 (SOUTH SEGMENT) ENGINEERING COSTS	
Total, Phase 1 Trail (South Segment) Design Engineering	\$ 80,952
Total, Phase 1 Trail (South Segment) Construction Engineering	\$ 114,574
Grand Total, Phase 1 Trail (South Segment) Engineering Costs	\$ 195,526

**Papio Missouri Natural Resource District
Missouri River Trail - N.P. Dodge Park North
to Douglas/Washington County Line
Consultant Fee Proposal**

**PHASE 2 TRAIL (NORTH SEGMENT)
DESIGN AND CONSTRUCTION ENGINEERING COSTS**

Prepared by HGM Associates Inc.

DESIGN ENGINEERING								
DESCRIPTION OF WORK ITEMS AND TASKS	HOURS BY CLASSIFICATION							TOTAL
	PM	DE	CADD	PM Structural	PE Structural	DE Structural	CADD Structural	
Project Management	100	-	-					100
Preliminary Plans Trail								
Horizontal Alignment	-	24	32					56
Vertical Alignment	-	24	32					56
Typical Sections	-	8	32					40
Aerials	-	16	64					80
Plan & Profile	-	32	80					112
Limits of Construction	-	24	24					48
Cross Sections	-	32	32					64
Earthwork	-	40	64					104
Prelim Drainage Design	-	48	32					80
Quantities	-	32	48					80
Retaining Wall Design	-	128	96					224
Wetland Design	-	16	32					48
Parking Lot Design	-	-	-					-
Meetings								
General Meetings	16	8	-					24
Final Plans Trail								
Finalize Design	-	16	160					176
Final Drainage Design	-	16	32					48
General Information	-	16	32					48
Finalize Notes	-	16	32					48
Erosion Control	-	32	64					96
Final Quantities	-	24	80					104
Quality Control	40	24	-					64
280' x 14' Conc. Beam Bridge								
Structural Project Management				45	-	-	-	45
Notes, Index and Quantities				-	12	8	8	28
General Plan and Elevation				-	16	4	16	36
Geology and Pile Data				-	4	2	8	14
Abutments				-	40	40	20	100
Piers or Bents				-	30	30	30	90
Typical Section/Details				-	10	12	10	32
Girder Layout/Girder Data				-	40	40	24	104
Miscellaneous Details *				-	8	4	8	20
Abutment Retaining Walls				-	16	8	16	40
Rail/Barrier Curb				-	16	2	20	38
Approach Slabs				-	-	-	-	-
Reinforcing Bars				-	10	10	20	40
Miscellaneous **				-	-	-	-	-

Continued on Page 2 of 3

Prepared by HGM Associates Inc.

[illegible]

**Papio Missouri Natural Resource District
Missouri River Trail - N.P. Dodge Park North
to Douglas/Washington County Line
Consultant Fee Proposal**

**PHASE 2 TRAIL (NORTH SEGMENT)
PRELIMINARY AND CONSTRUCTION ENGINEERING COSTS**

Prepared by HGM Associates Inc.

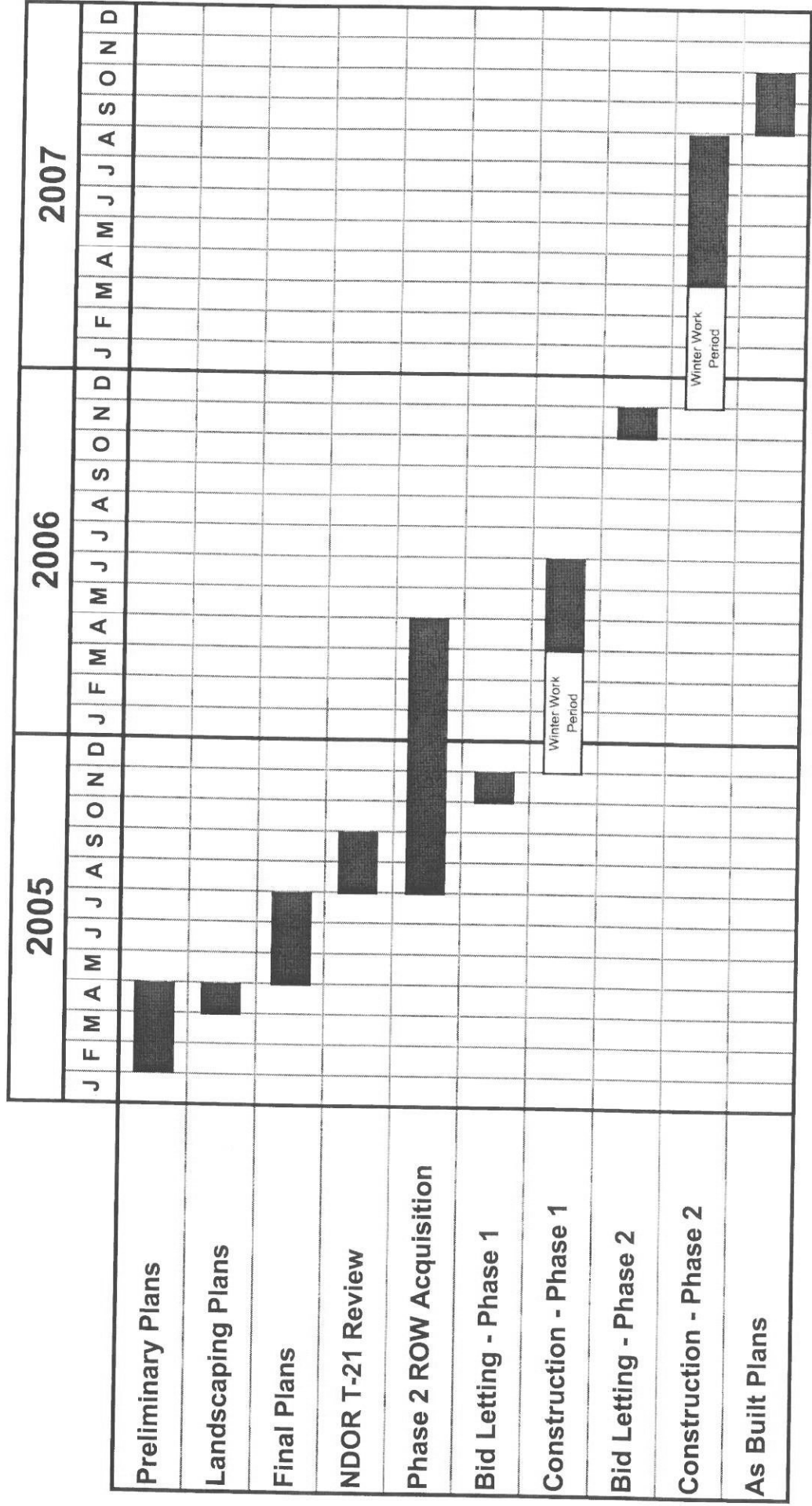
CONSTRUCTION ENGINEERING								
DESCRIPTION OF WORK ITEMS AND TASKS	HOURS BY CLASSIFICATION							TOTAL
	PM	CADD	OBS	LS	SURVEY CREW	CLERICAL		
Project Management	150	-	-	-	-	-		
Bid Phase								150
Contract Documents	80	16	-	-	-	40		136
Bid Letting	32	-	-	-	-	24		56
Construction Management								
Pre-Construction Meeting	4	-	4	-	-	-		8
Weekly Coordination Meetings	54	-	54	-	-	-		108
Process Weekly Quantity/Payrolls	72	-	72	-	-	72		216
Construction Observation	72	-	1500	-	-	-		1572
Utility Coordination - On Site	8	-	-	-	-	-		8
Public/Contractor Coordination - On	8	-	-	-	-	-		8
Prepare as Builts	4	40	16	-	-	-		60
Prepare Final Punchlist/Closeout	8	-	32	-	-	-		40
Final Measurements	-	-	40	-	-	-		40
Survey								
Stake Horizontal Alignment	-	8	-	2	40	-		50
Establish Bench Circuit	-	-	-	2	6	-		8
Stake Right of Way & Easements	-	8	-	-	64	-		72
Stake Grading	-	8	-	4	64	-		76
Stake Storm Sewer	-	16	-	6	72	-		94
Stake Paving	-	8	-	4	56	-		68
Subtotal M.H.	492	104	1718	18	302	136	-	2770
Subtotal M.D.	62	13	215	2	38	17	-	346
Base Rate :	\$36.06	\$19.40	\$18.50	\$38.00	\$39.25	\$12.50		
Base Rate \$:	\$17,742	\$2,018	\$31,783	\$684	\$11,854	\$1,700		
(0.4402) Payroll Additives (%) :								\$ 65,781
(0.9963) Indirect Costs (%) :								\$ 28,957
Subtotal :								\$ 65,538
(13%) Profit :								\$ 160,276
Subtotal :								\$ 20,836
								\$ 181,112
Direct Costs : Construction Testing								\$ 14,500
Total, Phase 2 Trail (North Segment) Construction Engineering and Contingency								\$ 195,612

SUMMARY OF PHASE 2 (NORTH SEGMENT) ENGINEERING COSTS	
Total, Phase 2 Trail (North Segment) Design Engineering	\$ 198,741
Total, Phase 2 Trail (North Segment) Construction Engineering	\$ 195,612
Grand Total, Phase 2 Trail (North Segment) Engineering Costs	\$ 394,353

Project Schedule

Missouri River Trail

Papio Missouri River NRD - HGM Associates Inc.



MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

SUBJECT: West Branch Channel Project (84th to Giles Road)
Interlocal Cooperation Agreement
With Sarpy County and Bellino Properties LLC

FROM: Martin P. Cleveland

DATE: January 26, 2005

In October 2004, Don Bellino, Bellino Properties LLC (owner of property at Southeast corner of 96th Street and Cornhusker Road) approached staff about obtaining borrow material (soil) from NRD Channel Project. Bellino needs 222,000 cubic yards of material for his development near 96th Street (see attached map). NRD expects to have a surplus of about 429,000 cubic yards of material on the channel project. Bellino's contractor would remove the material from the NRD Channel area and construct part of the NRD channel improvements in the process. This excavation by Bellino would save the NRD time and money. If the excavation work is estimated at \$2.00/cubic yard, the NRD would save over \$400,000 in avoided construction cost. Bellino is willing to do this excavation for the NRD because he obtains free soil in close proximity to his property and his only expense is the excavation work.

Sarpy County is also an integral party to the proposed Bellino excavation activity as they have tentatively agreed to purchase channel project right-of-way (Tracts 9,10,11,12,13,14,14A on attached map). They are required to construct channel improvements downstream of 96th to mitigate (offset) flood stage impacts caused by the new 96th Street Bridge over the creek. This excavation would be handled by Bellino's contractor at no cost to the County. Attached is the proposed agreement, which the County and Bellino still need to approve. Key components of this agreement are as follows:

1. Overall Channel Project is in Section 21, SW ¼ of Section 22, N ½ of Section 27, T14N, R12E, Sarpy County, NE. Project NRD Stationing is: Right Bank: 366+00 to 269+00R; Left Bank: 366+00 to 239+00L; 96th Street is at 287+00; Giles Road at 366+00; 102nd Street at 320+00. All directions in "looking downstream" fashion.
2. Bellino allowed to borrow (excavate) from Right Bank: Station 287+00 to 269+00 R (84th to 96th); 304+00 to 320+00R (100th to 102nd); Left Bank: 287+00 to 239+00L; 287+00 to 320+00L. Option to obtain additional borrow upstream of 320+00, if the borrow downstream is not adequate.
3. Sarpy County to borrow (excavate) from Right Bank: 287+00 to 304+00R for 96th Street Project. Bellino and County required to match NRD design cross-sections in excavation areas.
4. NRD will stake channel project ROW limits and channel excavation cut/fill (initial layout only).
5. NRD will do channel as-built cross-sections once excavations completed. Bellino/County responsible for intermediate staking/restaking.

6. NRD is responsible to reseed all disturbed areas of the channel project.
7. NRD will be responsible for any hazardous waste unearthed during excavation.
8. NRD will coordinate with utilities related to excavation.
9. NRD will assist in obtaining creek crossing permits from Corps.
10. NRD to do tree removal during Winter/Spring 2005 from excavation areas.
11. County to purchase Channel Project ROW on the right bank east of 96th Street; NRD will acquire all other areas.
12. NRD will operate/maintain the excavated channel project area.
13. Bellino/County not required to install drainage structures, unless their road improvements/development requires the same.
14. County required to contract with Northern Natural Gas for pipeline inspection services at channel excavation area, immediately east of 96th Street.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute an interlocal agreement with Sarpy County and Bellino Properties LLC for construction of portions of the West Branch Channel Project (90th St. to Giles Road), subject to changes deemed necessary by the General Manager and approved as to form by District Legal Counsel.

AGREEMENT AMONG

**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT;
THE COUNTY OF SARPY, NEBRASKA; AND,
BELLINO PROPERTIES, L.L.C., FOR**

WEST BRANCH PAPILLION CREEK CHANNEL PROJECT

THIS AGREEMENT (hereinafter referred to as "**THIS AGREEMENT**") is dated as of this ____ day of _____, 2005, and is entered into by and among **BELLINO PROPERTIES, L.L.C.** (hereinafter referred to as "**BELLINO**"), the **COUNTY OF SARPY, NEBRASKA** (hereinafter referred to as "**the COUNTY**") and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter referred to as "**the DISTRICT**").

WHEREAS, the DISTRICT intends to construct the West Branch Papillion Creek Channel Project (hereinafter referred to as "**the CHANNEL PROJECT**") on parcels of land in Section 21, in the SW $\frac{1}{4}$ of Section 22, and in the N $\frac{1}{2}$ of Section 27, all in T14N, R12E, Sarpy County, Nebraska (hereinafter referred to as "**the CHANNEL PROJECT ROW**"), to increase the flood-carrying capacity of the channel of the West Branch Papillion Creek from near 108th and Giles Street Street downstream to near 84th Street; and,

WHEREAS, the improvements comprising the CHANNEL PROJECT (hereinafter referred to as "**the CHANNEL PROJECT IMPROVEMENTS**") consist of excavations for an improved channel and construction of maintenance road embankments and drainage swales in the overbank areas adjacent and parallel to the improved channel; and,

WHEREAS, the DISTRICT has prepared plans and cross-sections for the CHANNEL PROJECT IMPROVEMENTS, dated July, 2004, (hereinafter referred to as "**the CHANNEL PROJECT PLANS**"), reduced copies of which are attached hereto as Exhibit A and incorporated herein by this reference; and,

WHEREAS, the stationing for the CHANNEL PROJECT IMPROVEMENTS, as shown in the CHANNEL PROJECT PLANS, is: Right Bank: 366+00 to 269+00R; Left Bank: 366+00 to 239+00L (looking downstream); and, in the CHANNEL PROJECT PLANS, 96th Street is shown at 287+00; Giles Road is shown at 366+00 and 102nd Street is shown at 320+00; and,

WHEREAS, the COUNTY is required to construct certain channel improvements (hereinafter referred to as "**the MITIGATION PROJECT IMPROVEMENTS**") in the

vicinity and downstream of 96th Street and within the CHANNEL PROJECT ROW, in order to mitigate (offset) certain flood stage impacts caused by the COUNTY'S new 96th Street Bridge over the West Branch of the Papillion Creek; and,

WHEREAS, the parcels of land on which the MITIGATION PROJECT IMPROVEMENTS will be constructed (hereinafter referred to collectively as "the **MITIGATION PROJECT ROW**") also are part of the CHANNEL PROJECT ROW, are designated as CHANNEL PROJECT ROW Tracts Nos. 9, 10, 11, 12, 13, 14, and 14A; and are described in the legal descriptions attached hereto as Exhibits B through H, respectively, and incorporated herein by this reference, and,

WHEREAS, the DISTRICT estimates that excavations of the CHANNEL PROJECT ROW in accordance with the CHANNEL PROJECT PLANS will result in a net surplus of approximately 420,000 cubic yards of earthen fill material (hereinafter referred to as "the **CHANNEL PROJECT SURPLUS FILL**").

WHEREAS, BELLINO desires to perform excavations of CHANNEL PROJECT ROW in accordance with the CHANNEL PROJECT PLANS in order to obtain approximately 222,000 cubic yards of earthen fill material from the CHANNEL PROJECT SURPLUS FILL, to be used to increase and regularize the grade of a parcel of land owned by BELLINO at the southeast corner of 96th Street and Cornhusker Road in the COUNTY (hereinafter referred to as "the **BELLINO PARCEL**"), the BELLINO PARCEL being depicted in the diagram attached hereto as Exhibit I and incorporated herein by this reference; and,

WHEREAS, BELLINO is willing to perform, without additional cost to the NRD, the excavation and filling operations necessary to construct the CHANNEL PROJECT IMPROVEMENTS in those reaches and banks of the CHANNEL PROJECT ROW where BELLINO excavates for CHANNEL PROJECT SURPLUS FILL for the BELLINO PARCEL and for COUNTY'S 96th Street Project; and,

WHEREAS, the parties desire to memorialize the terms of their agreements.

NOW, THEREFORE, for and in consideration of the foregoing recitations and their mutual covenants hereinafter expressed, the parties agree as follows:

1. BELLINO may excavate and transport to the BELLINO PARCEL surplus earthen fill material excavated by BELLINO from the following reaches of the CHANNEL PROJECT ROW:
 - a) Right Bank: Station 288+00 to 269+00 R (near 96th to near 84th Streets);

- b) Right Bank: Station 304+00 to 320+00R (near 100th to near 102nd Streets); and,
- c) Left Bank: Station 288+00 to 260+00L (near 96th to near 90th Streets);
- d) Left Bank: Station 288+00 to 320+00L (near 96th to near 102nd Streets);

provided, however, if the amount of fill obtainable from such portions of the CHANNEL PROJECT ROW is insufficient to complete BELLINO'S filling of the BELLINO PARCEL, with approval of the NRD (such approval to not be withheld or delayed unreasonably), BELLINO or the COUNTY may transport to the BELLINO PARCEL CHANNEL PROJECT SURPLUS FILL excavated by BELLINO from the portions of the CHANNEL PROJECT ROW upstream of Right Bank Station 320+00R or Left Bank Station 320+00L.

- 2. BELLINO or the COUNTY may excavate and transport to the site of the COUNTY'S 96th Street Project CHANNEL PROJECT SURPLUS FILL excavated by BELLINO or the COUNTY from the following portions of the CHANNEL PROJECT ROW: Right Bank: Station 288+00 to 304+00 R (near 96th to near 100th Streets); provided, however, if the amount of fill obtainable from such portions of the CHANNEL PROJECT ROW is insufficient for BELLINO or the COUNTY'S purposes, with approval of the NRD (such approval to not be withheld or delayed unreasonably), BELLINO or the COUNTY may transport to the site of the COUNTY'S 96th Street Project earthen fill material excavated by BELLINO or the COUNTY from the portions of the CHANNEL PROJECT ROW upstream of Right Bank Station 320+00R or upstream of Left Bank Station 320+00L.
- 3. All of BELLINO'S and the COUNTY'S excavations on either bank in any reach of the CHANNEL PROJECT ROW shall be contiguous in any reach permitted by THIS AGREEMENT.
- 4. In any portions of any reaches of the CHANNEL PROJECT ROW where BELLINO commences excavations BELLINO, at its sole and unreimbursed cost and expense, shall provide complete channel excavation, and shall provide complete construction of the CHANNEL PROJECT IMPROVEMENTS, all in accordance with the CHANNEL PROJECT PLANS.
- 5. BELLINO and the COUNTY may perform the channel excavations and construction of related CHANNEL PROJECT IMPROVEMENTS in the MITIGATION PROJECT ROW during the period from April 1, 2005 to September 1, 2006. If BELLINO fails to finally complete such work prior to September 1, 2006, the NRD may dispose of further CHANNEL PROJECT SURPLUS FILL as it deems reasonable.

6. Prior to commencing permitted excavations in any area on either bank in any reach of the CHANNEL PROJECT ROW, BELLINO and the COUNTY shall strip and stockpile all of the topsoil from such area.
7. In any reach of the channel bank excavated by BELLINO, the final channel and overbank improvement cross-sections resulting from BELLINO'S or the COUNTY'S excavations and construction of related CHANNEL PROJECT IMPROVEMENTS in the MITIGATION PROJECT ROW shall match NRD design cross-sections contained in the CHANNEL PROJECT PLANS after the placement of a final layer of at least twelve inches (12") of topsoil, and after compaction of all such fill to minimum density of 95% as prescribed by the current version of Standard Proctor Test ASTM D 698.
8. During BELLINO'S or the COUNTY'S excavations and construction of related CHANNEL PROJECT IMPROVEMENTS BELLINO and the COUNTY shall abide by and effectuate all permits obtained by the NRD or the COUNTY for the CHANNEL PROJECT, including NPDES Storm water and Corps of Engineers' Section 404 permits obtained by the NRD or the COUNTY.
9. The COUNTY, at its sole cost and without any contribution from BELLINO or the NRD shall:
 - a) take all actions necessary to acquire in fee simple the MITIGATION PROJECT ROW (i.e., the parcels of land on the Right Bank of the CHANNEL PROJECT designated as CHANNEL PROJECT ROW Tracts Nos. 9, 10, 11, 12, 13, 14, and 14A), and shall acquire all other lands, easements and rights-of-way that the COUNTY determines necessary for its construction of the 96th Street Project.
 - b) grant to Bellino a temporary easement authorizing BELLINO to enter the MITIGATION PROJECT ROW for purposes of performing the channel excavations and construction of related CHANNEL PROJECT IMPROVEMENTS, and authorizing BELLINO to enter the COUNTY'S 96th Street Project right-of-way, all such acquisitions and easement grants to be completed prior to June 1, 2005.
 - c) contract with Northern Natural Gas for pipeline inspection services at the channel excavation area, immediately east of 96th Street.
 - d) shall complete its work on or before September 1, 2006
10. The NRD, at its sole cost and without any contribution from BELLINO or the COUNTY shall:

- a) take all actions necessary to acquire in fee simple the CHANNEL PROJECT ROW other than the MITIGATION PROJECT ROW;
 - b) grant to Bellino a temporary easement authorizing BELLINO to enter the CHANNEL PROJECT ROW in accordance with THIS AGREEMENT for purposes of performing the channel excavations and construction of related CHANNEL PROJECT IMPROVEMENTS, all such acquisitions and easement grants to be completed prior to June 1, 2005.
 - c) stake the CHANNEL PROJECT ROW limits and channel excavation cut/fill (initial layout only);
 - d) measure channel as-built cross-sections after excavations have been completed, Bellino and the County to be responsible for intermediate staking/restaking;
 - e) reseed to NRD specifications all disturbed portions of the CHANNEL PROJECT that are disturbed by BELLINO'S excavations and filling;
 - f) be solely responsible for clean-up of and response to existing environmental contamination of the CHANNEL PROJECT ROW other than the MITIGATION PROJECT ROW, unearthed during BELLINO'S excavations and filling;
 - g) arrange for any relocations of utilities required for BELLINO'S excavations and construction of related CHANNEL PROJECT IMPROVEMENTS in the CHANNEL PROJECT ROW other than the MITIGATION PROJECT ROW;
 - h) assist BELLINO in obtaining from the U. S. Army Corps of Engineers any creek crossing permits that shall be required;
 - i) remove all trees from the MITIGATION PROJECT ROW that have a caliper of 6 inches or greater, such work to be performed during the period from January 1, 2005 through August 31, 2005;
 - j) operate and maintain all portions of the channel project after completion of construction thereof, in such manner as the NRD in its sole discretion may determine; and,
 - k) obtain NPDES Stormwater permits and any other necessary governmental permits required for the CHANNEL PROJECT.
11. BELLINO and the COUNTY shall not be required to install drainage structures in the CHANNEL PROJECT ROW that are not required by their respective developments.

12. THIS AGREEMENT contains the entire agreement among the parties, and each party agrees that none of the parties, nor any officers, agents, or employees of any of the parties, have made any representation or promise with respect to, or affecting the subjects of THIS AGREEMENT, not expressly contained herein.
13. The provisions of THIS AGREEMENT shall be governed by, and construed in accordance with, the laws of the State of Nebraska.
14. Time is of the essence of THIS AGREEMENT.
15. All notices herein required shall be in writing and shall be served on the parties at the addresses set out below, or at such other address as either party may hereafter designate in writing for service of notice to itself. The mailing of a notice by certified or registered mail, return receipt requested, or delivery thereof by messenger, shall be sufficient service.
16. The provisions of THIS AGREEMENT shall inure to the benefit of, and shall be binding upon, the successors in interest and assigns of the respective parties hereto.

BELLINO PROPERTIES, L.L.C.

Address: _____

By _____

Title: _____

THE COUNTY OF SARPY, NEBRASKA

Address: _____

By _____

Title: _____

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

**8901 South 154th Street
Omaha, NE 68138-3621**

By _____

Title: General Manager

STATE OF NEBRASKA)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2005, before me, a Notary Public in and for said County, personally came _____, _____ of BELLINO PROPERTIES, L.L.C., to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

WITNESS my hand and Notarial Seal the date last aforesaid.

Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2005, before me, a Notary Public in and for said County, personally came _____, _____ of THE COUNTY OF SARPY, NEBRASKA, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said county.

WITNESS my hand and Notarial Seal the date last aforesaid.

Notary Public

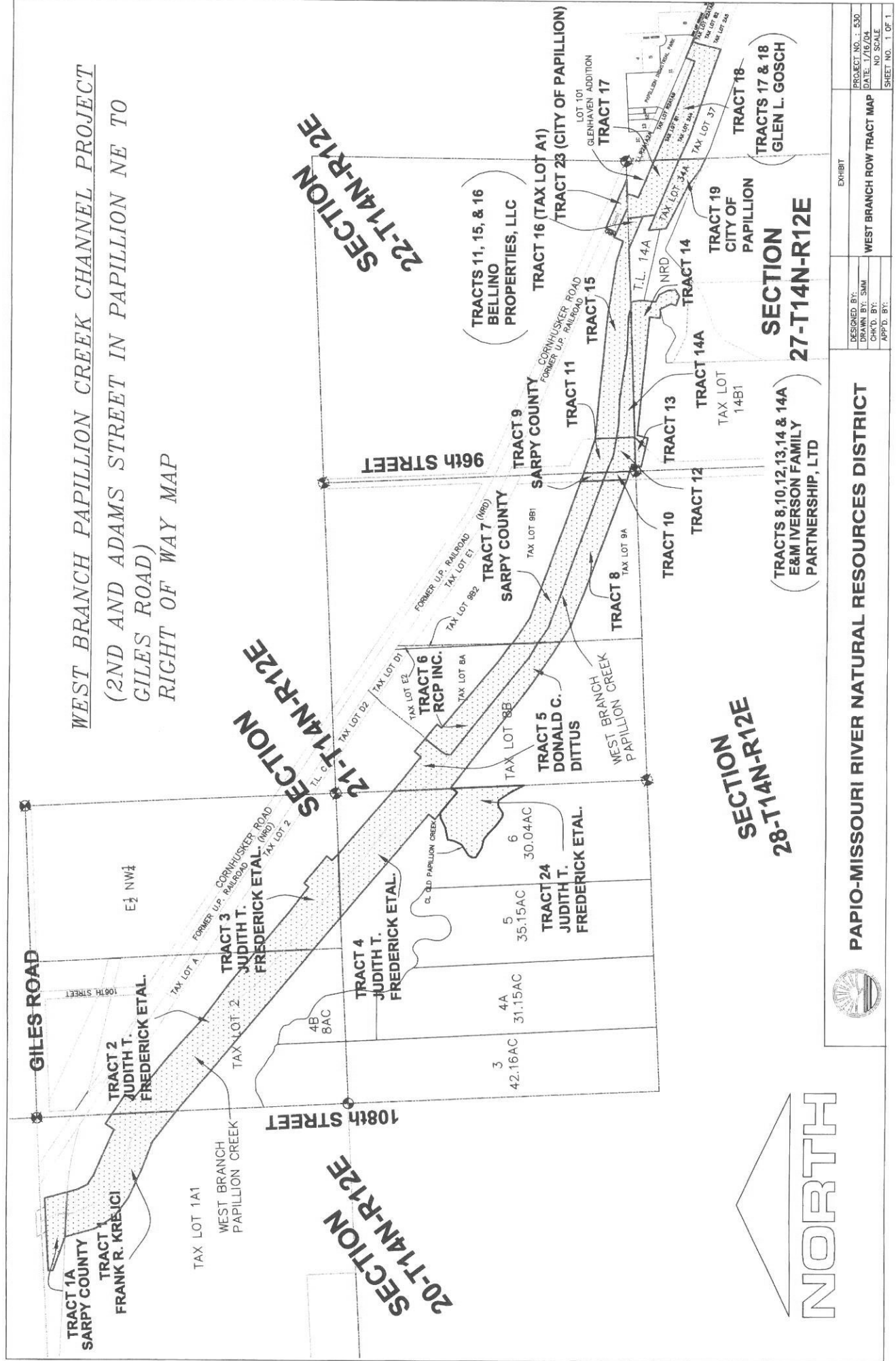
STATE OF NEBRASKA)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2005, before me, a Notary Public, personally came STEVEN G. OLTMANS, General Manager of the Papio-Missouri River Natural Resources District, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said Natural Resources District.

WITNESS my hand and Notarial Seal the date last aforesaid.

Notary Public

WEST BRANCH PAPILLION CREEK CHANNEL PROJECT
(2ND AND ADAMS STREET IN PAPILLION NE TO
GILES ROAD)
RIGHT OF WAY MAP

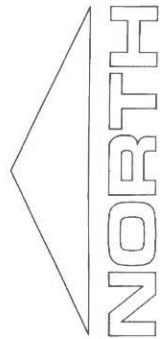


PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT



DESIGNED BY: SNM
 DRAWN BY: SNM
 CHECKED BY: SNM
 APP'D. BY: SNM

PROJECT NO.: 530
 DATE: 12/20/11
 SHEET NO.: 1 OF 1





WEST BRANCH PAPILLON CREEK CHANNEL PROJECT
(2ND AND ADAMS STREET IN PAPILLION NE TO
GILES ROAD)
RIGHT OF WAY MAP



PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

EXHIBIT

DESIGNED BY: SAM DRAWN BY: SAM CHK'D BY: APP'D BY:	WEST BRANCH ROW TRACT MAP	PROJECT NO. 1 530 DATE 1/10/04 NO SCALE SHEET NO. 1 OF 1
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MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

SUBJECT: West Branch Channel Project (84th to Giles Road)
Tree Grinding Bids

FROM: Martin P. Cleveland

DATE: January 31, 2005

On January 31, 2005, bids were opened for the referenced project. District staff/equipment started removing trees from the channel project right-of-way, January 21, 2005, on property purchased by the District.

The Contractor will transport removed trees to tub grinder location, and grind (chip) all wood into wood chips. Contract period is from March 1 to June 1, 2005.

The received bids are as follows:

Contractor Name	Lump Sum Bid
1. NEGUS - Sons, Inc.	\$238,000.00
2. Metro Landscape Materials	\$57,490.00
3. Terry Hughes Tree Service, Inc.	\$47,500.00

It is Management's recommendation that the Subcommittee recommend to the Board that Terry Hughes Tree Service Inc., bid of \$ 47,500.00 for West Branch Channel Project (84th to Giles Road) tree grinding be accepted and that the General Manager be authorized to sign the associated contract.

MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

SUBJECT: Distribution System Contract for Dakota County Rural Water

FROM: Dick Sklenar

DATE: January 21, 2005

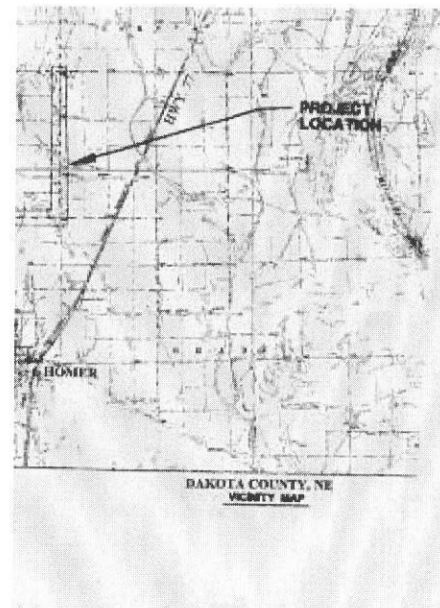
On January 19, 2005, bids were open for the construction of a two mile segment of 6" water main for the District's Dakota County Rural Water System. The proposed segment, located just north of Homer, NE, is intended to loop a portion of the distribution network in the area as well as providing another crossing under Pigeon Creek.

The bids received are as follows:

Name of Firm	Bid Amount	Bid Bonds Submitted
1. Albenisius Contracting	\$76,878.50	Yes
2. Mark Albenisius Inc.	\$82,750.00	Yes
3. Penro Construction	\$103,483.50	Yes
4. Plumbing and Electric Service, Inc.	\$89,547.50	Yes

The District's engineering consultant for this project, Bartlett and West Engineers, has provided plans and specifications for the work. Their estimate for this project is \$108,495.00 and recommend that Albenisius Contracting be awarded the work (see attached letter of recommendation).

It is recommended that the Subcommittee recommend to the Board of Directors that the firm of Albenisius Contracting be awarded a contract for a 2 mile water main extension project in Dakota County in the amount of \$76,878.50.



BARTLETT
WEST
ENGINEERS
SERVICE. THE BARTLETT & WEST WAY.

January 24, 2005

Mr. Dick Sklenar
Papio-Missouri River Natural Resources District
8901 So. 154th Street
Omaha, NE 68138-3621

**SUBJECT: Recommendation of Award for Contract No. 1
Waterline Extension Project
For RWD No. 1, Dakota County, Nebraska
W.O. 4239.002**

Dear Board of Directors:

The bid opening for the proposed waterline extension project was held on January 19, 2005 at 11:00 A.M. The bids were publicly opened and read aloud.

The low bidder for the base bid for Contract No. 1 was Albenesius Contracting, Inc., with a base bid of \$76,878.50. This bid includes approximately 2 miles of 6" distribution line, road and stream crossings, connections to existing waterlines, valves and cleanouts.

Based on prior work this contractor has done for the district, we recommend that the Board award Contract No. 1, for the base bid, to Albenesius Contracting, Inc.

I have included a copy of the bid tabulations for your review. Once a bid is approved, let us know so we can get the Notice of Award in the mail.

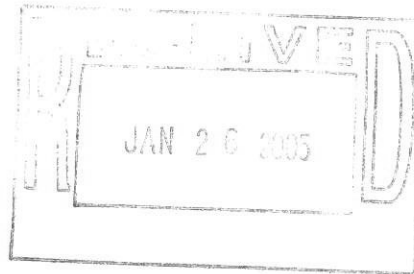
Sincerely,

BARTLETT & WEST ENGINEERS, Inc.



Bryan Ford, EI

Enclosure



1200 SW EXECUTIVE DRIVE ■ TOPEKA KS 66615-3850
785.272.2252 ■ FAX 785.272.7349 ■ 888.200.6464

WWW.BARTWEST.COM

