

Memorandum

To: County-wide Floodplain Scoping Ad-Hoc Consultant Selection Subcommittee
From: Paul Woodward, Water Resources Engineer
Date: January 31, 2007
Re: Contract for Engineering Services with HDR Engineering, Inc.

On January 4, 2007, the Subcommittee interviewed and selected HDR Engineering, Inc. (HDR) with which to negotiate a professional services contract to conduct County-wide Floodplain Scoping for Dakota, Douglas, Sarpy and Washington Counties. Since that time, District staff and representatives from HDR have worked together to prepare the attached agreement, detailed scope, and time and cost estimate for this project.

In summary, HDR will be responsible for providing project management, project communication and documentation, conducting meetings with cities and counties, data collection, engineering assessments, and identifying potential mapping projects. Following final meetings with cities, counties, and FEMA, HDR along with the NRD will select a final mapping project for potential FEMA funding. According to the schedule, also attached, this final project and proposed activity statement will be ready by the end of September 2007. The total fee for this work was negotiated at \$164,900, and is broken down between different tasks in the attached agreement and scope.

In conclusion, services provided by HDR for this floodplain scoping project would cost a total of \$164,900 and be completed by September 30, 2007. A FEMA grant in the amount of \$140,000 has been secured for this project.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute a professional services contract with HDR Engineering, Inc. for the County-wide Floodplain Scoping for a maximum fee of \$164,900, subject to changes deemed necessary by the General Manager and approval as to form by District legal counsel.

**To Conduct Countywide Scoping for
Dakota, Washington, Douglas and Sarpy Counties, NE**



ENGINEERING PROPOSAL

BACKGROUND AND BASIS OF PROPOSAL



The objective of the effort is to conduct countywide scope for the use of planning future Digital Flood Insurance Rate Maps and Flood Insurance Study updates within Douglas, Sarpy, Washington, and Dakota Counties in Nebraska. Pre-scoping, scoping, and post-scoping activities are to be conducted. The end result of the Project will produce a Mapping Project which outlines the mapping needs along with a Final Mapping Activity Statement (MAS). The Project's building blocks for this assessment include input from communities, data collection and preparation, population of WISE scoping tool, assessment of existing flood data and engineering analysis, conceptual mapping project, scoping meeting, mapping needs list prioritization, and a final MAS. These steps support the FEMA's primary objectives of the DFIRM Scoping Process: to achieve a "best value" for completing a Mapping Project by prioritizing and addressing a community's flood mapping needs and distributing the work based on strength and capabilities of all available resources.

SCOPE OF SERVICES – DFIRM SCOPING

The scope of work is segmented into eight task series:

- Task Series 100 – Project Management
- Task Series 200 – Initial Community Contact (AS Activity 1)
- Task Series 300 – Data Collection and Preparation (AS Activity 2 & 8)
- Task Series 400 – Setup and Population of WISE Scoping Tool Project (AS Activity 3)
- Task Series 500 – Assessment of Existing Flood Data and Engineering Analysis (AS Activity 4)
- Task Series 600 – Conceptual Mapping Project (AS Activity 5)
- Task Series 700 – Scoping Meeting (AS Activity 6 & 7)
- Task Series 800 – Mapping Needs List & Draft Mapping Activity Statement (AS Activity 10 & 11)

The HDR Team proposes to provide the following professional services over an anticipated seven (7) – month project period from the time of contract authorization:

TASK SERIES 100 – PROJECT MANAGEMENT

Task Objective: Confirm that Project elements are being completed and coordinate with P-MRNRD, FEMA, and Regional Mapping Center (RMC).

HDR Activities: **Task 110 Project Management.** Conduct general project management tasks. Includes development of project initiation forms including the development of a project guide, monthly invoicing, monthly progress report, project close out activities and other administration project activities.

Task 120 Coordination Meetings. Coordination meetings will be conducted with the P-MRNRD and FEMA/RMC during the project. An agenda will be prepared prior to the meeting and meeting minutes prepared after the meeting.

Subtask 120.1 Conduct Kick-Off Meeting. Conduct an initial meeting to discuss project details with P-MRNRD, FEMA, RMC and Nebraska DNR. Review project guide and scope of work. Prepare meeting agenda and minutes.

Subtask 120.2 Coordinate with FEMA and RMC. Conduct coordination calls on a monthly basis with P-MRNRD, FEMA and RMC. Prepare meeting agenda, facilitate meeting and prepare meeting minutes. A total of 2 coordination calls are assumed.

Subtask 120.3 Coordinate with P-MRNRD. Conduct coordination meetings with P-MRNRD. Prepare meeting agenda and minutes. A total of 2 coordination meetings are assumed.

Task Deliverables:

- Project guide
- Monthly invoices and progress reports
- Meetings agenda and minutes

Key Understandings:

- The duration of the project is 7 months.
- Meetings will be held at the offices of the P-MRNRD and attended by 2 HDR professionals.
- P-MRNRD will coordinate with NDNR on Approximate “A” Zone mapping.
- A Technical Support Data Notebook (TSDN) will not be generated.
- Scoping templates noted in Appendix I of the Guidelines and Specifications will be used for information purposes and are not required to be submitted.
- It is assumed that importing data to the MIP (Mapping Information Protocol) is fully operational and problems do not exist with connections or the Citrix system.

Data Provided by Others:

- Copy of pertinent procedure memorandum (by FEMA)

TASK SERIES 200 – INITIAL COMMUNITY CONTACT – AS ACTIVITY 1

Task Objective:

- To define the communities’ participation in the project by:
- Clearly defining the objectives of the study, including scope and schedule
 - Obtain the community’s perception of its mapping needs
 - Ascertain availability of topographic data and GIS capabilities

HDR Activities:

Task 210 Project Management Team and Plan. A Project Management Team will be created consisting of P-MRNRD, FEMA, RMC, HDR Team and a representative from each county. This Team will provide guidance and input during the development of the Scoping Project. Information prepared for the Project Guide will be used to create the preliminary Project Management Plan using the template in Appendix I, Subsection I.1.3 of the Guidelines and updated as the Scoping Project progresses.

Task 220 Initial Community Contact Scoping Participation Letter. Prepare an initial contact letter. The initial community contact letter will inform the communities that FEMA will be working with them to develop a project scope. NDNR to provide community official contact names and addresses each community located within the counties. The following topics will be summarized in the letter:

- Purpose of the DFIRM project
- Purpose of the Flood Map Projects (i.e., the update needs that have prompted the map update);
- The need for the community to identify and prioritize its mapping needs;

- The need for the community to identify its engineering, planning, and Geographic Information System (GIS) capabilities and available data;
- The need for the community to identify available orthophotography and elevation data;
- Possibility of the community participating as a CTP; and
- Target schedule for completing the Project Scoping including the Initial Project Team Meeting and Scoping Meeting

A release form may be necessary to obtain some community data.

Task 230 Inventory Existing Flood Data. An inventory of the FEMA library for effective FIRM panels, FIS Reports, and other flood hazard data or existing data to be collected by P-MRNRD will be prepared. P-MRNRD to obtain any existing Map Need Assessment (MNAs) completed by the community, data from Map Needs Update Support System Report and data from Flood Map Status Information System. HDR will inventory the existing flood data.

Task 240 Contiguous Community Agreement Checks. Review the existing panel layouts and look for missing coverage or inconsistencies. Review the floodway profiles for mismatched profiles between communities.

Task 250 Initial Project Meeting. HDR will coordinate with P-MRNRD and FEMA to arrange the initial project meeting that will include the Project Management Team members and the appropriate community representative. A total of four project meetings will be made and include the communities within the county's boundary. The primary purpose of the meeting will be to provide additional information or clarification regarding the topics covered in the initial contact letter, as well as to discuss the purpose and necessary preparation activities to maximize the productivity of the upcoming scoping meeting. A map will be created to aid in the discussion of flood hazard areas and mapping needs. HDR to upload a summary of the initial community contacts to the MIP.

Deliverables:

- Project Management Plan
- Initial Community Contact Scoping Participation Letter
- Initial Project meeting agenda and minutes for each county

Key Understandings:

- NDNR to provide community official contact names and addresses for each community located within the counties. NDNR to assist in telephone contacts with community officials.
- Scoping meetings will be conducted on a per county basis and attended by the community officials from each community at their respective county seat. The meetings for Dakota and Washington Counties will be held in conjunction with the NDNR's Approximate Zone A Study and on the same day. Meeting will be conducted at the following locations:
 - Dakota County. P-MRNRD office located in Dakota City.
 - Washington County. P-MRNRD office located in Blair.
 - Douglas County. P-MRNRD headquarters office located at Chalco Hills.
 - Sarpy County. P-MRNRD headquarters office located at Chalco Hills.
- Scoping meetings will be attended by 2 HDR professionals
- P-MRNRD will be responsible for arranging the logistics for the meetings and mailing all correspondence with the communities. HDR to provide "copy ready" text.
- To expedite the study, P-MRNRD to request all FEMA data including effective FIRM panels, FIS Reports, and other flood hazard data or existing

data from the FEMA library. This includes mapping and modeling data. This effort is estimated to take approximately 6 weeks to receive.

- P-MRNRD and FEMA to provide any existing Map Need Assessment completed by the community, data from Map Needs Update Support System Report and data from Flood Map Status Information System.
- Partnership Agreements or Inter-Local Agreements will be prepared by P-MRNRD.

Data Provided by Others

- General Outline for Community Participation (by FEMA)
- Partnership Agreement or Inter-Local Agreement (by P-MRNRD)

TASK SERIES 300 – DATA COLLECTION AND PREPARATION (AS ACTIVITY 2 & 8)

Task Objective: To collect and format data to support the Scoping Project.

HDR Activities:

Task 310 Data Collection. Collect data including, but not limited to:

- Effective FIRMs, FIS reports, LOMCs, effective FIRM Panel layout, and any other applicable information. (by P-MRNRD)
- Collect, organize, and evaluate the GIS related data in vector shapefile format.
- GIS data includes political boundaries, transportation, and stream centerline vector data and Q3 data.
- Collect schedule and time estimates from other Scoping projects from FEMA.

Task 320 NDEP/NDOP Research and Population. Elevation or orthophotography data collected that will be used for the project will be documented in accordance with the NDEP/NDOP Project Tracking System Guidance Document. The following information will be collected:

- Identification Information
- Project Information
- Project Location
- Spatial Reference Information

Task 330 GIS Data Preparation. Prepare and deliver data in the Nebraska State Plane Coordinate System (NAD83). Use GIS functions to clip all data to the extent of the county boundary. Attribute the spatial data. Provide all data in the proper format for the WISE Scoping Project.

Task 340 FIRM Panel Index. Collect the Effective FIRM Panel Index and create the Proposed FIRM Panel Index in accordance with the Guidelines. The March 2004 Flood Map Modernization Business Plan for Nebraska prepared by NDNR defined a preliminary Panel Index for the entire state.

Task 350 Effective Map and Report Summary and Available Data Inventory. Document the Effective FIRM Maps and Available Data Inventoried. Use the template in Appendix I, Subsection I.1.5 and I.1.6 of the Guidelines, for guidance.

Deliverables:

- Properly formatted data for WISE Scoping Project for each county
- Proposed DFIRM Panel Index for Dakota and Washington Counties. It is assumed that the DFIRMs panel layout for Douglas and Sarpy will not be revised.

Key Understandings:

- Effective flood hazard data to be collected by P-MRNRD.

Data Provided by Others:

- Time and cost estimate data (by FEMA)
- Copy of NDEP/NDOP Project Tracking System Guidance Document (by RMC)

TASK SERIES 400 – SETUP AND POPULATION OF WISE SCOPING TOOL PROJECT (AS ACTIVITY 3)

Task Objective: Create a WISE Scoping Tool Project for each county.

HDR Activities: **Task 410 Project Creation.** Create a project and set source data.

Task 420 Shapefile Creation. Create GIS shapefiles for all stream reaches, existing data study, levees and significant areas for consideration. Capture effective reaches and determine mileage.

Task 430 Community Information. Populate Community Information fields – General Community Information, GIS Data Availability, and Community Contacts.

Task 440 WISE Scoping Project Update. Document the data collected and created using the WISE Scoping Tool.

Task 450 Quality Control. Provide quality control review of database by an independent reviewer.

Deliverables:

- WISE Scoping Project for each county

Key Understandings:

- P-MRNRD to coordinate with FEMA on WISE training and securing a copy of the WISE program.

Data Provided by Others:

- Provisional accredited levees (by FEMA)
- Database quality control review requirements (by FEMA)

TASK SERIES 500 – ASSESSMENT OF EXISTING FLOOD DATA AND ENGINEERING ANALYSIS (AS ACTIVITY 4)

Task Objective: Assess the existing flood data and engineering methodologies for anomalies.

HDR Activities: **Task 510 Data Assessment.** Research the existing FIS and determine if the existing data is adequate and reasonable for each stream reach evaluated. Assess existing flood data and engineering methodologies for anomalies. Determine if this assessment supports the community's perception of mapping needs.

Task 520 Potential Obstacles to Project Completion Checklist. Document the Potential Obstacles to Project Completion. Use the template in Appendix I,

Subsection I.1.7 of the Guidelines, for guidance.

Task 530 WISE Scoping Project Update. Document the evaluation and assessment of the existing flood data and engineering analysis in the WISE Scoping Tool.

Deliverables:

- Updates to WISE Scoping Project for each county

Key Understandings:

- Hydrologic and hydraulic modeling will not be conducted.
- Data assessment will be limited to the hours shown in the fee estimate.
- Validation effort will be based upon community responses and readily available information. If further analysis is required, it will be recommended under FEMA guidance. GIS tools will not be used to assess the existing flood data.
- It is assumed that the Floodplain Boundary Standard - Procedure Memorandum 38 does not apply for this project.
- FEMA background data not be reviewed in any detail.

TASK SERIES 600 – CONCEPTUAL MAPPING PROJECT (AS ACTIVITY 5)

Task Objective: Develop a conceptual mapping project for each county.

HDR Activities: **Task 610 Preliminary Conceptual Mapping Project.** The Preliminary Conceptual Mapping Project will be based on the results of Tasks 200 and 500. The scope will reflect the following information to the extent known. The project will consider:

- Levee information provided by FEMA
- Risk Class Assessment provided by FEMA
- Effective stream mileage by Zone Type
- Assessment of existing flood hazard data
- Data from Map Needs Update Support System Report
- Data from Flood Map Status Information System
- Base Map of Pre-Scoping Data
- Effective FIRM Panel Layout with Maps
- Proposed FIRM Panel Layout with Maps

The Scope of Project form in Appendix I, Subsection I.1.8 of the Guidelines, as amended, will be used to a guide to document the Conceptual Mapping Project.

The development of the Conceptual Mapping Project will include the following subtasks.

Subtask 610.1 Background Research and Community Information. Review and incorporate background research and community outreach information.

Subtask 610.2 Effective FIS Data Salvaged. Determine what effective FIS data can be used and/or transferred into new flood map project.

Subtask 610.3 Data Gap Identification. Identify other data needed to complete the Flood Map Project and sources of those data (e.g., base map, topography, cross sections).

Subtask 610.4 Prioritization. Establish priority levels for flooding sources to be analyzed and mapped.

Subtask 610.5 DFIRM Formats. Make DFIRM format decisions.

Subtask 610.6 Conceptual Schedule and Cost Estimates. Develop conceptual schedule and cost estimates. Include explanation of estimates and the component of the flood map project. A template for preparing time and cost estimates is provided in Appendix I, Subsection I.3.2 of the Guidelines, will be used as a guide.

Task 620 Preliminary Conceptual Mapping Project Conference Call. Conduct a conference call with the Project Management Team to review the Preliminary Conceptual Mapping Project. This call may include appropriate community representatives. The purpose of these conference calls is to balance the community's needs with available FEMA funding. A total of 4 conference calls are proposed. HDR will use the Draft Scope of Project Conference Call template located in Appendix I, Subsection I.1.9 of the Guidelines, as a guide.

Task 630 Revised Conceptual Mapping Project. Revise Preliminary Conceptual Mapping Project based upon comments received during the conference call.

Deliverables:

- Conference call agendas and minutes
- Preliminary and Revised Conceptual Mapping Project for each county

Key Understandings:

- P-MRNRD to coordinate Conceptual Mapping Project Conference Call.
- Separate conference calls will be made for each county with appropriate community representatives. No separate calls with each community will be conducted by HDR. P-MRNRD to follow-up with communities.
- HDR along with FEMA will prepare schedule and cost estimates for the 15 tasks identified in the MAS. Independent QA/QC tasks and Tasks 11-15 will be provided by FEMA.

Data Provided by Others:

- Levee information provided (by FEMA)
- Risk Class Assessment provided (by FEMA)

TASK SERIES 700 – SCOPING MEETING (AS ACTIVITY 6 & 7)

Task Objective: The purpose of this task is to inform communities on Scoping Project progress

HDR Activities: **Task 710 Meeting Preparation and Distribution.** HDR to prepare materials for Scoping Meeting including a letter invitation and an agenda. P-MRNRD to distribute copy of Revised Conceptual Mapping Project to communities before the Scoping Meeting. HDR to upload to the invitation letter, agenda and Revised Conceptual Mapping Project to the MIP. P-MRNRD to furnish a hardcopy of each invitation letter and agenda to the FEMA Project Officer for inclusion in the Docket File for each community.

Task 720 Scoping Meetings. HDR will work with P-MRNRD to finalize the approach and structure for the scoping meetings. It is anticipated that four separate county-wide meeting will be conducted. Prepare PowerPoint presentation of the results of the initial community contacts, assessment of the

engineering assessment, the conceptual project, community participation and the proposed schedule.

HDR will use the Scoping Meeting Agenda/Minutes template to document the topics to be discussed during the meeting. HDR will complete the checklist, attendance sheet, and agenda/minutes form, as appropriate. It is not anticipated that the WISE scoping tool will be used interactively at these meetings. It will be available to show the results of the pre-scoping efforts.

Task 730 Post Meeting Activities. HDR will document the meeting using the Scoping Meeting Agenda/Minutes template and P-MRNRD to distribute the meeting minutes. HDR to update the WISE Scoping Tools and upload attendance sheet and minutes to the MIP.

Deliverables:

- Invitation Letter
- Scoping Meeting Agenda/Minutes and Meeting Materials

Key Understandings:

- Scoping meetings will be conducted on a per county basis and attended by the community officials from each community at their respective county seat. Meeting will be conducted at the following locations:
 - Dakota County. P-MRNRD office located in Dakota City.
 - Washington County. P-MRNRD office located in Blair.
 - Douglas County. P-MRNRD headquarters office located at Chalco Hills.
 - Sarpy County. P-MRNRD headquarters office located at Chalco Hills.
- Scoping meetings will be attended by 2 HDR professionals.
- P-MRNRD will be responsible for arranging the logistics for the meetings and mailing all correspondence with the communities. HDR to provide “copy ready” text.

**TASK SERIES 800 – MAPPING NEEDS LIST AND DRAFT MAPPING ACTIVITY STATEMENT
(AS ACTIVITY 9 & 10)**

Task Objective: Prioritize and finalize mapping needs and develop draft Mapping Activity Statement.

HDR Activities: **Task 810 Preliminary Mapping Needs List.** HDR will prepare a initial mapping needs list, present an overview of the initial research findings, and make initial selection of proposed methods for obtaining/producing flood data. Additions or changes to the needs list will be discussed. The listed needs will also be ranked in priority using the WISE Scoping Tool. The scoping maps (i.e., maps that define the scope, such as effective FIRM or USGS maps) prepared during the pre-Scoping Meeting activities may be used to assist in discussing and ranking these needs. In general, highest priority will be given to the following:

- Areas of high risk classification;
- Areas that have gone through the engineering data assessment process;
- Area of dense existing or anticipated development, including area where new road crossings have been constructed over the subject stream(s);
- Areas affected by flood-control structures and/or channelization;
- Areas where natural physical changes in the floodplain have been significant;

- Areas that were studied by approximate methods and unmapped areas, especially those with development pressure;
- Areas where the community has experienced flooding outside mapped floodplains, with severe damage to buildings and/or infrastructure;
- Areas where mapped flood hazards do not match those shown on contiguous FIRMs (unless those FIRMs are not considered to be accurate); and
- Areas where flood data (BFEs, floodplains, and regulatory floodways) are likely to be changed the most by a restudy.

Task 820 Preliminary Mapping Needs List Conference Call. Conduct a conference call with the Project Management Team to review the Preliminary Mapping Needs List. A total of four conference calls will be made.

Task 830 Final Mapping Needs List. Revise Preliminary Mapping Needs List based upon the Project Management Team comments. The WISE project file will distinguish the map needs that will be funded at this time and those needs deferred until a later date. HDR to upload to MIP.

Task 840 Preliminary Mapping Activity Statements. Use the MAS template and create a single Preliminary MAS for Dakota County and a single Preliminary MAS for Washington, Douglas, and Sarpy Counties. A template MAS is provided in Appendix I, Subsection I.3.1 of the FEMA's Guidelines. The Preliminary MASs will be submitted to FEMA for review.

Task 850 Final Mapping Activity Statements. Revise Preliminary Mapping Activity Statements based upon the Project Management Team comments.

Task 860 Finalize Project Scope. HDR to complete the "Finalize Project Scope" screen in the Manage Scoping Module in the MIP. P-MRNRD to draft letter notifying each community in writing of the final project scope and to distribute.

Task 870 Time and Cost Estimate Preparation. Based on the MAS, revise time and cost estimate prepared in Task 610. An explanation of how the estimated were derived will be documented in a report. A template for preparing time and cost estimates is provided in Appendix I, Subsection I.3.2 of the Guidelines, as amended.

Deliverables:

- Preliminary and Final Mapping Needs List for each county
- Preliminary and Final Mapping Activity Statement for Dakota County
- Preliminary and Final Mapping Activity Statement for Washington, Douglas, and Sarpy Counties
- Time and Cost Estimate for each county
- WISE Updates

Key Understandings:

- P-MRNRD to arrange conference calls.
- P-MRNRD to prepare and submit a community letter on the Final Project Scope to each community.
- HDR along with FEMA will prepare schedule and cost estimates for the 15 tasks identified in the MAS. Independent QA/QC tasks and Tasks 11-15 will be provided by FEMA.

ATTACHMENT "A"
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
DPIRM COUNTY-WIDE SCOPING - DAKOTA, WASHINGTON, DOUGLAS, AND SAPPY COUNTIES
FEE ESTIMATE - JANUARY 31, 2007

TASKS	HDR Engineering, Inc. Estimated Hours/Costs										Expenses				Sub-Consultant Estimated		Est. Total Cost
	Project Principal	Project Manager	Sr. Eng/ Technical	Mid-Level Engineer	Tech Support	Chemical	Total Hours	Total Labor Cost	Tech. Fee	Printing	Travel	Misc.	Total Expenses [1]	Total HDR	GIS Workshop		
TASK SERIES 100 - PROJECT MANAGEMENT																	
Task 110		46	0	0	0	18	80	\$9,854	\$238	\$100		\$100	\$848	\$10,442	\$850	\$10,362	
Task 120																	
Subtask 120.1		0	2	0	0	4	22	\$2,542	\$90	\$18		\$181	\$2,738	\$2,703		\$2,703	
Subtask 120.2		0	4	0	0	4	12	\$1,248	\$49			\$106	\$1,297	\$1,297		\$1,297	
Subtask 120.3		0	0	0	0	0	4	\$1,940	\$74	\$29		\$106	\$2,049	\$2,049		\$2,049	
Estimated Task Hours Subtotal	0	64	0	0	0	20	118	\$12,040	\$307	\$160		\$394	\$12,801	\$850	\$12,801		
Estimated Task Cost Subtotal	0	\$4,210	\$1,970	\$2,280	\$0	\$2,010	\$12,040	\$18,853	\$547	\$160	\$44	\$160	\$19,844	\$850	\$19,844		
TASK SERIES 200 - INITIAL COMMUNITY CONTACT (AS ACTIVITY 1)																	
Task 210		4	0	0	0	2	0	\$710	\$28			\$28	\$738			\$738	
Task 220		0	0	0	0	0	0	\$0	\$0			\$0	\$0			\$0	
Task 230		0	0	0	0	0	0	\$0	\$0			\$0	\$0			\$0	
Task 240		0	0	0	0	0	0	\$0	\$0			\$0	\$0			\$0	
Task 250		0	0	0	0	0	0	\$0	\$0			\$0	\$0			\$0	
Estimated Task Hours Subtotal	0	4	0	0	0	2	0	\$710	\$28			\$28	\$738			\$738	
Estimated Task Cost Subtotal	0	\$4,049	\$1,812	\$4,848	\$3,344	\$843	\$18,853	\$837	\$84	\$0	\$0	\$400	\$19,359	\$1,100	\$19,359		
TASK SERIES 300 - DATA COLLECTION AND PREPARATION (AS ACTIVITY 2 & 3)																	
Task 310		0	0	0	0	0	12	\$945	\$49			\$100	\$1,094	\$1,077		\$1,077	
Task 320		0	0	0	0	0	0	\$0	\$0			\$0	\$0			\$0	
Task 330		0	0	0	0	0	24	\$1,869	\$98			\$13,200	\$15,194	\$13,200		\$15,194	
Task 340		0	0	0	0	0	36	\$2,322	\$148			\$1,448	\$3,490	\$3,490		\$3,490	
Task 350		0	0	0	0	0	36	\$2,016	\$148			\$1,448	\$3,164	\$3,164		\$3,164	
Estimated Task Hours Subtotal	0	0	0	0	0	0	108	\$5,090	\$443	\$0	\$0	\$1,600	\$5,533	\$1,600	\$3,164	\$7,197	
Estimated Task Cost Subtotal	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TASK SERIES 400 - SETUP AND POPULATION OF WISE SCOPING TOOL PROJECT (AS ACTIVITY 3)																	
Task 410		2	0	0	0	0	14	\$1,500	\$57			\$0	\$1,557	\$1,557		\$1,557	
Task 420		0	0	0	0	0	24	\$1,899	\$98			\$1,997	\$1,997	\$1,997		\$1,997	
Task 430		0	0	0	0	0	12	\$1,019	\$57			\$1,076	\$1,076	\$1,076		\$1,076	
Task 440		0	0	0	0	0	2	\$156	\$8			\$164	\$164	\$164		\$164	
Task 450		0	0	0	0	0	2	\$156	\$8			\$164	\$164	\$164		\$164	
Estimated Task Hours Subtotal	0	2	0	0	0	0	54	\$4,620	\$243	\$0	\$0	\$424	\$5,063	\$424	\$0	\$5,063	
Estimated Task Cost Subtotal	0	\$268	\$1,238	\$2,828	\$4,382	\$0	\$4	\$7,400	\$344	\$0	\$0	\$0	\$7,744	\$424	\$0	\$8,168	
TASK SERIES 500 - ASSESSMENT OF EXISTING FLOOD DATA AND ENGINEERING ANALYSIS - (AS ACTIVITY 4)																	
Task 510		4	16	120	40	180	180	\$17,628	\$738			\$238	\$18,604	\$18,604		\$18,604	
Task 520		4	4	16	4	28	32	\$3,360	\$171			\$131	\$3,662	\$3,662		\$3,662	
Task 530		0	0	0	0	0	16	\$1,220	\$68			\$68	\$1,288	\$1,288		\$1,288	
Estimated Task Hours Subtotal	0	8	20	140	44	228	228	\$22,008	\$935	\$0	\$0	\$337	\$23,343	\$0	\$23,343		
Estimated Task Cost Subtotal	0	\$7,752	\$5,140	\$14,740	\$3,808	\$182	\$28	\$22,008	\$935	\$0	\$0	\$0	\$23,343	\$0	\$23,343		
TASK SERIES 600 - CONCEPTUAL MAPPING PROJECT (AS ACTIVITY 5)																	
Task 610		0	0	0	0	0	16	\$1,220	\$68			\$68	\$1,288	\$1,288		\$1,288	
Subtask 610.1		0	0	0	0	0	16	\$1,220	\$68			\$68	\$1,288	\$1,288		\$1,288	
Subtask 610.2		0	0	0	0	0	16	\$1,220	\$68			\$68	\$1,288	\$1,288		\$1,288	
Subtask 610.3		0	0	0	0	0	16	\$1,220	\$68			\$68	\$1,288	\$1,288		\$1,288	
Subtask 610.4		0	0	0	0	0	16	\$1,220	\$68			\$68	\$1,288	\$1,288		\$1,288	
Subtask 610.5		0	0	0	0	0	16	\$1,220	\$68			\$68	\$1,288	\$1,288		\$1,288	
Subtask 610.6		0	0	0	0	0	16	\$1,220	\$68			\$68	\$1,288	\$1,288		\$1,288	
Task 620		0	0	0	0	0	16	\$1,220	\$68			\$68	\$1,288	\$1,288		\$1,288	
Task 630		0	0	0	0	0	16	\$1,220	\$68			\$68	\$1,288	\$1,288		\$1,288	
Task 640		0	0	0	0	0	16	\$1,220	\$68			\$68	\$1,288	\$1,288		\$1,288	
Task 650		0	0	0	0	0	16	\$1,220	\$68			\$68	\$1,288	\$1,288		\$1,288	
Task 660		0	0	0	0	0	16	\$1,220	\$68			\$68	\$1,288	\$1,288		\$1,288	
Task 670		0	0	0	0	0	16	\$1,220	\$68			\$68	\$1,288	\$1,288		\$1,288	
Estimated Task Hours Subtotal	0	22	12	156	42	232	318	\$30,482	\$1,268	\$0	\$0	\$1,268	\$31,750	\$0	\$31,750		
Estimated Task Cost Subtotal	0	\$1,164	\$1,654	\$10,798	\$4,576	\$182	\$28	\$30,482	\$1,268	\$0	\$0	\$0	\$31,750	\$0	\$31,750		
TASK SERIES 700 - SCOPING MEETING (AS ACTIVITY 6 & 7)																	
Task 710		0	0	0	0	0	46	\$4,368	\$189			\$189	\$4,557	\$4,557		\$4,557	
Task 720		0	0	0	0	0	6	\$7,274	\$292	\$50		\$204	\$7,865	\$7,865		\$7,865	
Task 730		0	0	0	0	0	5	\$5,750	\$185			\$185	\$5,935	\$5,935		\$5,935	
Estimated Task Hours Subtotal	0	0	0	0	0	0	57	\$17,392	\$666	\$50	\$50	\$1,268	\$19,366	\$0	\$19,366		
Estimated Task Cost Subtotal	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50	\$50	\$1,268	\$19,366	\$0	\$19,366		
TASK SERIES 800 - MAPPING NEEDS LIST AND DRAFT MAPS (AS ACTIVITY 10 & 11)																	
Task 810		2	4	32	16	54	54	\$5,236	\$221			\$221	\$5,457	\$5,457		\$5,457	
Task 820		0	0	0	0	0	36	\$3,632	\$148			\$148	\$3,780	\$3,780		\$3,780	
Task 830		0	0	0	0	0	20	\$2,458	\$123			\$123	\$2,581	\$2,581		\$2,581	
Task 840		0	0	0	0	0	20	\$2,778	\$107			\$107	\$2,885	\$2,885		\$2,885	
Task 850		0	0	0	0	0	10	\$950	\$41			\$41	\$1,001	\$1,001		\$1,001	
Task 860		0	0	0	0	0	12	\$1,200	\$48			\$48	\$1,248	\$1,248		\$1,248	
Task 870		0	0	0	0	0	12	\$1,200	\$48			\$48	\$1,248	\$1,248		\$1,248	
Estimated Task Hours Subtotal	0	22	12	112	44	104	228	\$22,124	\$927	\$50	\$50	\$887	\$23,718	\$0	\$23,718		
Estimated Task Cost Subtotal	0	\$1,164	\$1,654	\$11,512	\$4,932	\$1,072	\$28	\$22,124	\$927	\$50	\$50	\$887	\$23,718	\$0	\$23,718		
TOTAL COST (ROUNDED)																	
		\$0	\$11,800	\$11,800	\$61,800	\$24,800	\$7,800	\$138,000	\$5,800	\$500	\$800	\$0	\$145,700	\$0	\$145,700		

[1] includes administrative fee for sub-consultants and expenses @ excludes technology fee

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification. This document should be adapted to the particular circumstances of the Assignment and the Controlling Law.

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
STUDY AND REPORT PHASE
PROFESSIONAL SERVICES**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4344

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
STUDY AND REPORT PHASE
PROFESSIONAL SERVICES**

This is an Agreement effective as of _____, 2007 ("Effective Date") between Papio-Missouri River Natural Resources District ("OWNER") and HDR Engineering, Inc. ("ENGINEER").

OWNER retains ENGINEER to perform professional services, in connection detailed county-wide scoping for Dakota, Wahsington, Douglas, and Sarpy Counties, NE. ("Assignment").

OWNER and ENGINEER, in consideration of their mutual covenants as set forth herein, agree as follows:

ARTICLE 1--ENGINEER'S SERVICES

1.01 Scope

A. ENGINEER shall provide the services set forth in Exhibit SR-A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin services as set forth in Exhibit SR-A.

C. If authorized in writing by OWNER, and agreed to by ENGINEER, services beyond the scope of this Agreement will be performed by ENGINEER for additional compensation.

ARTICLE 2--OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit SR-A.

ARTICLE 3--TIMES FOR RENDERING SERVICES

3.01 ENGINEER's services will be performed within the time period or by the date stated in Exhibit SR-A.

3.02 If ENGINEER's services are delayed or suspended in whole or in part by OWNER, ENGINEER shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4--PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services of ENGINEER.

A. OWNER shall pay ENGINEER for services rendered under this Agreement as follows:

~~(Delete inapplicable language.)~~

~~1. A Lump Sum amount of \$_____.~~

~~2. Appropriate amounts are incorporated in the Lump Sum to account for labor, overhead, profit, Reimbursable Expenses, and ENGINEER's Consultants' charges, if any.~~

~~3. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.~~

~~{OR}~~

~~1. An amount equal to the cumulative hours charged to the Assignment by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Assignment, plus Reimbursable Expenses, estimated to be \$ _____ and ENGINEER's Consultants' charges, if any, estimated to be \$ _____. The total compensation under paragraph 4.01.A.1 is estimated to be \$ _____.~~

~~2. ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rate Schedule are attached to this Agreement as Exhibits SR-C and SR-D, respectively.~~

~~3. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the Assignment during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultants' charges, if any, incurred during the billing period.~~

~~{OR}~~

1. An amount equal to ENGINEER's Direct Labor Costs times a Factor of 3.15 for the services of ENGINEER's employees engaged on the Assignment, plus Reimbursable Expenses, provided, however, the total due to ENGINEER for such services and for Reimbursable Expenses shall not exceed the amount of \$164,900, unless authorized in writing by OWNER. The fee proposal for this Agreement is included as Attachment "A", estimated to be \$ _____, and ENGINEER's Consultants' charges, if any, estimated to be \$ _____. The total compensation under paragraph 4.01.A.1 is estimated to be \$ _____.

2. ENGINEER's Reimbursable Expenses Schedule is attached to this Agreement as Exhibit SR-C.

3. The amounts billed for ENGINEER's services will be based on the applicable Direct Labor Costs charged to the Assignment by ENGINEER's employees during the billing period multiplied by the above-designated Factor, plus Reimbursable Expenses and ENGINEER's Consultants' charges, if any, incurred during the billing period.

4. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.

5. The Direct Labor Costs Factor includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto; the cost of general and administrative overhead, which includes salaries and wages of principals and employees engaged in business operations not directly chargeable to projects, plus indirect operating costs, including but not limited to, business taxes, legal expense, rent, utilities, office supplies, insurance, and other operating costs; plus operating margin or profit.

4.02 Other Provisions Concerning Payment

~~A. Estimated Compensation Amounts.~~

~~1. ENGINEER's estimate of the amounts that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under the Agreement.~~

~~2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give OWNER written notice thereof. Promptly thereafter OWNER and ENGINEER shall review the matter of services remaining to be performed and compensation for such services. OWNER shall either agree to such compensation exceeding said estimated amount or OWNER and ENGINEER shall agree to a reduction in the remaining services to be rendered by~~

~~ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed.~~

~~A.B.~~ *Adjustments*

ENGINEER's compensation is conditioned on time to complete the Assignment not exceeding the time identified in Exhibit SR-A. Should the time to complete the Assignment be extended beyond this period due to reasons not the fault of and beyond the control of ENGINEER, the total compensation to ENGINEER shall be appropriately adjusted.

~~2. If used, the Standard Hourly Rates Schedule, Reimbursable Expenses Schedule, Direct Labor Costs and the Factor applied to Direct Labor Costs will be adjusted annually (as of _____) to reflect equitable changes to the compensation payable to ENGINEER.~~

~~B.-C.~~ *Reimbursable Expenses.* Reimbursable Expenses means the actual expenses incurred by ENGINEER or ENGINEER's Consultants directly in connection with the Assignment, including the categories and items listed in Exhibit SR-C, plus 10% and if authorized in advance by OWNER, overtime work requiring higher than regular rates. Reimbursable Expenses will also include the amount of any sales tax, excise tax, value added tax, or gross receipts tax or similar tax that may be imposed on this agreement.

~~C. D.~~ *For Additional Services.* OWNER shall pay ENGINEER for all services not included in the scope of this Agreement on the basis agreed to in writing by the parties at the time such services are authorized by OWNER.

ARTICLE5--DESIGNATED REPRESENTATIVES

5.01 Contemporaneous with the execution

of this Agreement, ENGINEER and OWNER shall each designate specific individuals 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 individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of their respective party.

ARTICLE 6--CONTENT OF AGREEMENT

6.01 The following Exhibits are incorporated herein by reference:

A. Exhibit SR-A, "Further Description of Services, Responsibilities, Time, and Related Matters," consisting of 10 pages.

B. Exhibit SR-B, "Standard Terms and Conditions," consisting of 6 pages.

~~(Include one or both of the following if applicable.)~~

C. Exhibit SR-C, "Reimbursable Expenses Schedule," consisting of 1 page.

D. Attachment A – Fee Estimate, DFIRM Scoping Services, consisting of 1 page.

E. Attachment B - Schedule, Stage DFIRM Scoping Services, consisting of 1 page.

~~D. Exhibit SR D, "Standard Hourly Rates," consisting of _____ pages.~~

6.02 Total Agreement

A. This Agreement (consisting of pages 1 to 4, inclusive, together with the Exhibits identified in paragraph 6.01) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

OWNER:

ENGINEER:

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

HDR ENGINEERING, INC.

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

8901 S. 154th Street

8404 Indian Hills Drive

Omaha, NE 68138-3621

Omaha, NE 68114

Designated Representative (Paragraph 5.01):

Designated Representative (Paragraph 5.01):

Name: John Winkler

Name: Timothy Crockett, P.E.

Title: General Manager

Title: Senior Vice President

Phone Number: (402) 444-6222

Phone Number: (402) 399-1257

Facsimile Number: (402) 895-6543

Facsimile Number: (402) 399-1111

E-Mail Address: jwinkler@papionrd.org

E-Mail Address: tcrocket@hdrinc.com

SUGGESTED FORMAT(for use with 1910-19, 1996 Edition)

This is **EXHIBIT SR-A**, consisting of 10 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Study and Report Phase Professional Services** dated _____, 2007.

Initial:

OWNER _____
ENGINEER _____

Further Description of Services, Responsibilities, Time, and Related Matters

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

A.1.01 ENGINEER's Services

~~_____ A. _____ ENGINEER shall:~~

- ~~1. _____ Consult with OWNER to define and clarify OWNER's requirements for the Assignment and available data.~~
- ~~2. _____ Advise OWNER as to the necessity of OWNER providing data or services which are not part of ENGINEER's services, and assist OWNER in obtaining such data and services.~~
- ~~3. _____ Identify, consult with, and analyze requirements of governmental authorities having jurisdiction relevant to the Assignment.~~
- ~~4. _____ Identify and evaluate _____ alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which, in ENGINEER's judgment, meet OWNER's requirements.~~
- ~~5. _____ Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to OWNER which ENGINEER recommends. This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution which is so recommended with each component, including the following, separately itemized: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design, professional, and related services provided by ENGINEER and, on the basis of information furnished by OWNER, allowances for other items and services included within the definition of Total Project Costs.~~
- ~~6. _____ Perform or provide the following additional tasks or deliverables:~~
- ~~7. _____ Furnish _____ review copies of the Report to OWNER within _____ days of the Effective Dates of this Agreement and review it with OWNER.~~
- ~~8. _____ Revise the Report in response to OWNER's and other parties' comments, as appropriate, and furnish _____ final copies of the revised Report to the OWNER within _____ days after completion of reviewing it with OWNER.~~

INSERT SCOPE OF WORK HERE.....

A.2.01 OWNER's Responsibilities

A. OWNER shall do the following in a timely manner, so as not to delay the services of ENGINEER:

1. Provide all criteria and full information as to OWNER's requirements for the Assignment.

2. Furnish to ENGINEER all existing studies, reports and other available data pertinent to the Assignment, obtain or authorize ENGINEER to obtain or provide additional reports and data as required, and furnish to ENGINEER services of others as required for the performance of ENGINEER's services.

B. ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement.

C. OWNER shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

A.3.01 Times for Rendering Services

A. The time period for the performance of ENGINEER's services shall be 7 months ~~with milestones~~ as depicted on the schedule found in Attachment "B" established as follows:
{State milestones}

B. ENGINEER's services under this Agreement will be considered complete when all deliverables set forth in Exhibit SR-A are submitted to OWNER.

A.4.02 Other

E. OWNER has established the following budgets:

{Fill in budget amount for ENGINEER's services for the Assignment}

~~{Fill in any budgetary requirements or considerations of OWNER, such as cost of a contemplated facility to be constructed}~~

Project fee is not to exceed three hundred forty nine thousand three hundred ninety dollars (\$164,900).

[Insert Fee Estimate here](#)

[Insert Project Schedule Here](#)

SUGGESTED FORMAT

(for use with 1910-19, 1996 Edition)

This is EXHIBIT **SR-B**, consisting of 6 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Study and Report Phase Professional Services** dated _____, 2007.

Initial:

OWNER _____

ENGINEER _____

Standard Terms and Conditions

Article 6 of the Agreement is amended and supplemented to include the following agreement of the parties:

B.6.01.B Standard Terms and Conditions

1. Standard of Care

The standard of care for all professional services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. Independent Contractor

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. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's services under this Agreement are being performed solely for OWNER's benefit, and no other entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. OWNER agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

3. Payments to ENGINEER

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the 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. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges.

4. Insurance

~~ENGINEER will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to OWNER upon request.~~

ENGINEER agrees to procure and maintain, at its expense Worker's Compensation insurance as required by statutes; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 Combine single limit for bodily injury and property damage overall all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omission for which ENGINEER is legally liable. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance

The ENGINEER shall purchase, and maintain until the expiration of two years after completion of the Project policies of insurance with the following minimum requirements:

- a) Workmens Compensation and Employers Liability
 - i) Workers' Compensation: statutory minimum
 - ii) Longshore and Harbor Workers' Compensation Act endorsement and Admiralty Law endorsements (required if the work involves maritime operations).
 - iii) Employer's Liability: \$100,000.00 per accident.
- b) Professional malpractice
 - i) \$1,000,000.00 each claim
 - ii) \$2,000,000.00 aggregate
- c) Commercial General Liability – ISO Occurrence Form
 - i) \$1,000,000.00 each occurrence
 - ii) \$2,000,000.00 general aggregate
 - iii) \$2,000,000.00 products – completed operations aggregate
 - iv) \$1,000,000.00 personal & advertising injury
 - v) \$300,000.00 fire damage
 - vi) \$5,000.00 medical expense
- d) Business Auto Liability - Owned, Non-Owned & Hired vehicles \$1,000,000.00 combined single limit
- e) General Provisions:
 - i) All policies shall provide 30 days written notice to the OWNER prior to termination or material change by endorsement in the coverage provided.
 - ii) The OWNER reserves the right to approve the ENGINEER'S insurers.
 - iii) Workers Compensation and Commercial General Liability policies shall be endorsed to provide Waiver of Subrogation in favor of the OWNER.
 - iv) The Commercial General Liability policy shall be endorsed to include the OWNER as Additional Insured (form CG 20 10) and shall be endorsed to have any annual aggregate apply on a per-project basis.

Prior to commencement of the Project and from time to time thereafter at the OWNER's reasonable request, the ENGINEER shall submit certificates in form acceptable to the OWNER evidencing that all such insurance policies are in effect.

5. Indemnification and Allocation of Risk

a. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and consultants in the performance of ENGINEER's services under this Agreement.

b. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and consultants with respect to this Agreement.

c. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any injuries, losses, damages and expenses caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

d. In addition to the indemnity provided under paragraph B.6.01.B.5.b. of this Exhibit, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph B.6.01.B.5.d shall obligate OWNER to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

~~e. The indemnification provision of paragraph B.6.01.B.5.a. is subject to and limited by the provisions agreed to by OWNER and ENGINEER in paragraph B.6.01.B.6, "Limit of Liability," of this Agreement.~~

~~6. **LIMIT OF LIABILITY**~~

~~TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS, OR ANY OF THEM TO OWNER AND ANYONE CLAIMING BY, THROUGH, OR UNDER OWNER, FOR ANY AND ALL INJURIES, LOSSES, DAMAGES AND EXPENSES, WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS, OR ANY OF THEM, SHALL NOT EXCEED THE TOTAL AMOUNT OF \$ _____~~

6.7. Dispute Resolution

a. 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.

b. If a party alleges a dispute or controversy with the other party arising out of or relating to the performance of services under this Agreement, then either party shall have the right to request mediation within 20 days after the claiming party has provided the other party with written notice describing the dispute and the claiming party's position with reference to the resolution of the dispute.

c. Except as otherwise agreed, mediation will proceed pursuant to the Construction Industry Mediation Rules of the American Arbitration Association in effect on the Effective Date of the Agreement. A mediator will be appointed within 30 days of receipt of a written request. The mediator will endeavor to complete the mediation within 30 days thereafter.

d. No performance obligation under or related to this Agreement shall be interrupted or delayed during any mediation proceeding except upon written agreement of both parties.

e. The mediator shall not be a witness in any legal proceedings related to this Agreement.

78. Termination of Contract

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, OWNER shall pay to ENGINEER all amounts owing to ENGINEER under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

89. Access

OWNER shall arrange for safe access to and make all provisions for ENGINEER and ENGINEER's Consultants to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

940. Hazardous Environmental Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with ENGINEER's activities under this Agreement.

1044. Patents

ENGINEER shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

1142. Ownership and Reuse of Documents

All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service, and ENGINEER shall retain an ownership and property interest therein. Reuse of any such documents by OWNER shall be at OWNER's sole risk; and OWNER agrees to indemnify, and hold ENGINEER harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by OWNER or by others acting through OWNER.

1243. Use of Electronic Media

~~a. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.~~

b. When transferring documents in electronic media format, ENGINEER makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Assignment.

~~e. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.~~

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

1344. Opinions of Probable Construction Cost

a. Construction Cost is the cost to OWNER to construct proposed facilities. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with OWNER's contemplated project, or the cost of other services to be provided by others to OWNER pursuant to of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

b. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, 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. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

1445. Opinions of Total Project Costs

a. Total Project Costs are the sum of the probable Construction Cost, allowances for contingencies, the estimated total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, and OWNER's costs for legal, accounting, insurance counseling or auditing services, and interest and financing charges incurred in connection with a proposed project, and the cost of other services to be provided by others to OWNER pursuant to this Agreement.

b. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

1546. Force Majeure

ENGINEER shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond ENGINEER's reasonable control.

1647. Assignment

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

1748. Binding Effect

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

1849. Severability and Waiver of Provisions

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, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

1920. Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

2024. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

2122. Controlling Law

This Agreement is to be governed by the law of the State of [Nebraska](#) in which the ENGINEER's principal office is located.

2223. 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, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

SUGGESTED FORMAT
(for use with 1910-19, 1996 Edition)

This is **EXHIBIT SR-C**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Study and Report Phase Professional Services** dated _____, 2005.

Initial:
OWNER _____
ENGINEER _____

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to annual review and adjustment. Reimbursable expense rates in effect on the date of the Agreement are:

8-1/2"x11" Copies/black & white	<u>\$0.07/page</u>
8-1/2"x11" Copies/color	<u>\$0.75/page</u>
11"x17" Copies/color	<u>\$1.50/page</u>
<u>CD's, labels, and jewel cases</u>	<u>\$1.50 each</u>
<u>Presentation Boards (plot and mount)</u>	<u>\$150.00 each</u>
<u>Report Binders with Custom Index Tabs</u>	<u>\$15.00 each</u>
Mileage (auto)	<u>\$0.405/mile</u>
<u>Technology Fee</u>	<u>\$4.10/direct labor hour</u>
<u>GPS Unit</u>	<u>cost</u>
<u>Film and film processing</u>	<u>cost</u>
Facsimile	_____/page
8"x11" Copies/Impression	_____/page
Blue Print Copies	_____/sq.ft.
Reproducible Copies (Mylar)	_____/sq.ft.
Reproducible Copies (Paper)	_____/sq.ft.
Mileage (auto)	_____/mile
Field Truck Daily Charge	_____/day
Mileage (Field Truck)	_____/mile
Field Survey Equipment	_____/day
Computer CPU Charge	_____/hour
Personal Computer Charge	_____/hour
CAD Charge	_____/hour
CAE Terminal Charge	_____/hour
VCR and Monitor Charge	_____/day, \$/week, or \$_____/month
Video Camcorder	_____/day, plus \$_____/tape
Electrical Meters Charge	_____/week, or \$_____/month
Flow Meter Charge	_____/week, or \$_____/month
Rain Gauge	_____/week, or \$_____/month
Sampler Charge	_____/week, or \$_____/month
Dissolved Oxygen Tester Charge	_____/week
Fluorometer	_____/week
Laboratory Pilot Testing Charge	_____/week, or \$_____/month
Soil Gas Kit	_____/day
Submersible Pump	_____/day
Water Level Meter	_____/day, or \$_____/month
Soil Sampling	_____/sample
Groundwater Sampling	_____/sample

Health and Safety Level D	_____	/day
Health and Safety Level C	_____	/day
Electronic Media Charge	_____	/hour
Long Distance Phone Calls	cost	
Meals and Lodging	cost	

SUGGESTED FORMAT
(for use with 1910-19, 1996 Edition)

This is ~~EXHIBIT SR-D~~, consisting of _____ pages, referred to in and part of the ~~Agreement between OWNER and ENGINEER for Study and Report Phase Professional Services~~ dated _____, _____.

Initial:

OWNER _____
ENGINEER _____

Standard Hourly Rates Schedule

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect on the date of the Agreement are:

Billing Class 9	Senior Associate	\$ _____/hour
Billing Class 8	Staff Manager	\$ _____/hour
Billing Class 7	Professional VI	\$ _____/hour
Billing Class 6	Professional V	\$ _____/hour
Billing Class 5	Professional IV	\$ _____/hour
Billing Class 4	Professional III	\$ _____/hour
Billing Class 3	Professional II	\$ _____/hour
Billing Class 2	Technician II	\$ _____/hour
Billing Class 1	Technician I	\$ _____/hour
Principal		\$ _____/hour
Support Staff		\$ _____/hour