

ENGINEERING AGREEMENT
FOR
WETLAND DELINEATION AND PERMITTING SERVICES
FOR LANCASTER COUNTY ENGINEERING DEPARTMENT PROJECT NO 18-26
WETLAND DELINEATION AND PERMITTING SERVICES FOR LANCASTER COUNTY SITES
H-211, K-123, T-155 AND Y-181

THIS AGREEMENT entered into this ____ day of April, 2018, by and between **JEO Consulting Group Inc.**, hereinafter referred to as the "**ENGINEER**", and Lancaster County, hereinafter referred to as the "**COUNTY**".

WHEREAS, the **COUNTY** desires to employ the **ENGINEER** to render professional engineering services and such other services as may be required and as hereinafter set forth in the scope of work for the wetland delineation survey and permitting of replacement structures at existing County structure H-211 (single 6'x4'x30' CBC) located on N. 176th St. 1,655 ft. north of Fletcher Ave. in Section 35/36, Township 11 North, Range 8 East, of the 6th P.M., existing North East Drop Pipe (24" CMP) at County structure K-123 (triple 28'x111' CSB) located on Adams St. 935 ft. east of N. 98th St. in Section 12/13, Township 10 North, Range 7 East, of the 6th P.M., existing County structure T-155 (Single 36"x38' CMP) located on SW 2nd St. 600 ft. north of W. Wittstruck Rd. in Section 10/11, Township 8 North, Range 6 East, of the 6th P.M. and existing County structure Y-181 (single 22'x32' IBB) located on Princeton Rd. 2,395 ft. east of S. 134th St in Section 16/21, Township 7 North, Range 8 East, of the 6th P.M., (see Exhibit "A" attached); and

WHEREAS, the **ENGINEER** is willing to perform such work in accordance with the terms hereinafter provided and does represent it is in compliance with the Nebraska Statutes relating to the registration of professional engineers;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A. WETLAND DELINEATION AND PRELIMINARY JURISDICTIONAL EVALUATION

1. The **COUNTY** agrees to provide the following to the **ENGINEER** in connection with the work at no charge:
 - a. Project Description
 - b. Location Information
 - c. General Project Location Map
 - d. Minimum Limits of Survey (see Exhibit "B", "C", "D" and "E" attached).
 - e. Arranged access to project study areas. (via right-of-entry)

- f. Horizontal control points limited to section corners and quarter section corners necessary to perform survey work.
 - g. Copies of section corner and quarter section corner reference ties (<https://lincoln.ne.gov/asp/cnty/survey/default.aspx>).
 - h. Lancaster County Engineering Department point designation code identifiers for horizontal control (see Exhibit "F" attached).
 - i. Lancaster County Engineering Department point annotation and labeling convention regarding topo features (see Exhibit "G" attached).
 - j. Lancaster County Engineering Department x and y coordinates for pertinent horizontal control on Lancaster County control datum (<https://lincoln.ne.gov/gis/control/>).
 - k. Additional horizontal and vertical control points may be furnished upon request if available and at the discretion of the **COUNTY**.
 - l. HY-8 Hydraulic Design Files
2. The **ENGINEER** agrees to provide the following services generally described, but not necessarily limited to, those services described hereinafter:
- a. Desktop Review
 - i. A desktop review of available databases to determine site areas that may have potential wetlands or other waters. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5 minute topographic maps, Natural Resources Conservation Service (NRCS) soil survey maps, and current and historical aerial imagery.
 - b. Site Visit.
 - i. Following the desktop review, a site visit will be conducted to field document the presence or absence of jurisdictional wetlands and other waters (streams, lakes, ponds, pits or other impoundments, including delineation of the ordinary high water mark, if present and USGS Hydrologic Unit Code and water regime (perennial, intermittent, ephemeral, etc.) based on the minimum limits of survey as specified by the **COUNTY** and as supplemented by the judgement of the **ENGINEER** under the USACE 404 Permit Program identified during the desktop review. The **ENGINEER** will follow the methods described in the U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual (January, 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0) (August, 2010) with the exception that the site visit **may** be conducted before May 1st with prior permission given by the County Engineer. The final wetland delineation shall be suitable for use in obtaining a U.S. Army Corps of Engineers Section 404 Permit. In the event that growing conditions are such that a final wetland delineation suitable for use in obtaining a 404 permit is not feasible prior to May 1st, a preliminary site visit shall be

conducted by the **ENGINEER** to provide the **COUNTY** with estimated limits of jurisdictional wetlands and other waters, with the understanding that an additional site visit would need to be conducted by the **ENGINEER** after May 1st to complete the delineation and subsequent reporting.

- ii. The site visits will be conducted by traversing the project study area to identify wetland characteristics including; hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland and/or other waters boundaries will be delineated using real time kinematic methods using Global Positioning System (GPS) technologies tied to the Lancaster County Horizontal Control Datum per the Lancaster County Engineering Department Map Projection. The survey and data gathering equipment used by the **ENGINEER** must be capable of producing final survey and design files compatible with AutoCAD, 2013 DWG. Electronic copies of all survey data will be provided to the **COUNTY**. In areas where GPS signals cannot be obtained with certainty conventional methods shall be used. Midwest Region Data Forms will be filled out. Photographs documenting site conditions, including wetlands and other waters, will be taken.
- iii. During the site visit a survey for state and federally listed threatened and endangered species that could potentially exist within the project study area and their habitat will occur.

c. Report.

- i. Upon completion of the site visit, a report documenting the findings of the wetland delineation for use in the design and permitting of the replacement structures will be prepared detailing the presence or absence of wetlands and other waters within the project study area. The Wetland Delineation Report will include a narrative of how the Wetland Delineation was conducted and a summary of the results of the Wetland Delineation, including calculated impacts to wetlands and other waters. The calculated wetland acreage for the project shall be included on the mapping of the field delineated wetland areas. Figures documenting information gathered during the desktop review and figures showing wetland and other waters boundaries, sample point locations, and photo point locations will be included along with a ground level photo log documenting conditions at the time of the site visit.

B. SECTION 404 NATIONWIDE PERMIT APPLICATION AND AGENCY COORDINATION

- 1. The **ENGINEER** agrees to provide the following services generally described, but not necessarily limited to, those services described hereinafter:
 - a. The **ENGINEER** shall submit an application for a Nationwide 404 Permit through the U.S. Army Corp of Engineers.

- b. The **ENGINEER** may assume the projects will be eligible for Nationwide Permits (NWP) from the Corps.
 1. It is not anticipated that the work on these sites will require an Individual Permit. Should an individual permit application be required the work will be performed as additional services and a supplemental agreement will be necessary.
 2. If there are impacts to Waters of the U.S. the **ENGINEER** will prepare a Pre- Construction Notification (PCN) letter as part of the NWP application.
 3. As part of the NWP process, The **ENGINEER** will also complete the Nebraska Conservation and Environmental Review Tool (CERT) to comply with the U.S. Fish and Wildlife Service (USFWS) and the Nebraska Game and Parks Commission (NGPC). The **ENGINEER** will apply for historical clearance through the Nebraska State Historical Preservation Office (SHPO). If needed, a request letter shall also be sent to Tribal Historic Preservation Offices (THPO) regarding potential impact to tribal lands.
 4. Following the submittal of the NWP application, The **ENGINEER** will coordinate with the Corps to verify that they have all the required information needed to process the application. Should additional detailed analysis, mitigation plans, or other specialized environmental consultation be required, the work will be performed as additional services and a supplemental agreement will be necessary.
- c. The **ENGINEER** will also coordinate with the Nebraska Department of Environmental Quality (NDEQ) for circumstances where Water Quality Certification (Title 117, Nebraska Administrative Code) is required and apply for and obtain a National Pollution Discharge Elimination System Permit to construct the proposed project when required.

C. FLOODPLAIN PERMITTING

1. For project sites located in a floodplain, the **ENGINEER** will prepare and submit an application for a Floodplain Permit for construction work where applicable to the City of Lincoln/Lancaster County Building and Safety Department or other governing jurisdictional office. Application fees will be furnished by the **ENGINEER**. It is anticipated that sites K-123 and Y-181 will be submitted as individual and separate permit applications.

D. OPTIONAL ADDITIONAL SERVICES NOT INCLUDED IN SCOPE

1. Individual Section 404 Permit Application
2. Additional Site Visits with the Corps
3. Migratory Bird Treaty Act Nesting Surveys

4. Bald and Golden Eagle Nest Surveys
5. Agency Requested Threatened and Endangered Species Specific Survey
6. Agency Requested Historic or Cultural Resource Surveys
7. Wetland Mitigation Services

Should the **COUNTY** request work in addition to the Scope of Services provided herein, the **COUNTY** and the **ENGINEER** agree that a supplemental agreement may be negotiated and entered into to provide for this service. The **ENGINEER** shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. The **ENGINEER** shall not commence work on Optional Additional Services without the **COUNTY'S** prior written approval.

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

II. TIME OF BEGINNING AND COMPLETION OF THE WORK

A. The **ENGINEER** will complete the work as follows:

PROJECT SCHEDULE

| | STRUCTURE NO./WORK DESCRIPTION | ESTIMATED BEGIN DATE | ESTIMATED COMPLETION DATE |
|----|--|----------------------|---------------------------|
| 1. | Desktop Review of Site K-123 | April 10, 2018 | April 17, 2018 |
| 2. | Desktop Review of Site T-155 | April 10, 2018 | April 17, 2018 |
| 3. | Field Work at Site K-123 | April 17, 2018 | April 24, 2018 |
| 4. | Field Work at Site T-155 | April 17, 2018 | April 24, 2018 |
| 5. | Wetland and Other Waters Boundaries Line-Work submitted in .DWG format with reference to County Gird Coordinate System at site K-123 | April 24, 2018 | May 1, 2018 |

| | | | |
|-----|--|----------------|---------------|
| 6. | Wetland and Other Waters Boundaries Line-Work submitted in .DWG format with reference to County Gird Coordinate System at site T-155 | April 24, 2018 | May 1, 2018 |
| 7. | Desktop Review of Site H-211 | April 24, 2018 | May 1, 2018 |
| 8. | Wetland Delineation Report for Site K-123 | May 1, 2018 | May 15, 2018 |
| 9. | Wetland Delineation Report for Site T-155 | May 1, 2018 | May 15, 2018 |
| 10. | Field Work at Site H-211 | May 1, 2018 | May 8, 2018 |
| 11. | Wetland and Other Waters Boundaries Line-Work submitted in .DWG format with reference to County Gird Coordinate System at site H-211 | May 8, 2018 | May 15, 2018 |
| 12. | NWP Application for Site K-123 | May 15, 2018 | May 22, 2018 |
| 13. | NWP Application for Site T-155 | May 15, 2018 | May 22, 2018 |
| 14. | Wetland Delineation Report for Site H-211 | May 15, 2018 | May 29, 2018 |
| 15. | Floodplain Application for Site K-123 | May 22, 2018 | May 29, 2018 |
| 16. | Floodplain Application for Site T-155 | N/A | N/A |
| 17. | NWP Application for Site H-211 | May 29, 2018 | June 5, 2018 |
| 18. | Floodplain Application for Site H-211 | N/A | N/A |
| 19. | Desktop Review of Site Y-181 | June 12, 2018 | June 19, 2018 |
| 20. | Field Work at Site Y-181 | June 19, 2018 | July 3, 2018 |
| 21. | Wetland and Other Waters Boundaries Line-Work submitted in .DWG format with reference to County Gird Coordinate System at site Y-181 | July 3, 2018 | July 10, 2018 |
| 22. | Wetland Delineation Report for Site Y-181 | July 10, 2018 | July 24, 2018 |

| | | | |
|-----|---------------------------------------|---------------|----------------|
| 23. | NWP Application for Site Y-181 | July 24, 2018 | July 31, 2018 |
| 24. | Floodplain Application for Site Y-181 | July 31, 2018 | August 7, 2018 |

1. The **ENGINEER** shall furnish all necessary equipment, tools, machinery, apparatus, and other means to do all work and to furnish all materials and labor necessary to complete the work in accordance with these provisions; to commence said work upon notice-to-proceed estimated to be given on Tuesday, April 10, 2018 and to complete all work on or before August 7, 2018
2. The **ENGINEER** may begin work on the contract before the date specified herein provided such a change is acceptable to the **COUNTY**, and that the **ENGINEER** has obtained written permission to do so.
3. Final package submitted to the **COUNTY** on or before August 7, 2018. At this time, the **ENGINEER** will forward all documents required by this Agreement to the Lancaster County Engineer for review and approval.

B. This completion time or period will not be extended because of any unwarranted or avoidable delay attributed to the **ENGINEER**.

C. The **COUNTY** acknowledges that the schedule is dependent upon delineations being conducted prior to May 1st, which may not be possible due to growing conditions and U.S. Army Corps of Engineers approvals. Amendments or changes in the scope of work which entail a significant increase in the number of man hours expended by the forces of the **ENGINEER** or any unavoidable delays caused by the **COUNTY** or other governmental agencies which are beyond the control of the **ENGINEER** may form the basis of the **COUNTY** granting an extension of time. In the event that the scope of work is altered as described above, the County Engineer and the **ENGINEER** will determine through negotiation the additional time period to be added to the Agreement. This Agreement may be amended only by a written instrument executed by both parties.

D. **COUNTY** authorized changes in the scope of work, which increase or decrease work hours or services required of the Consultant, will provide the basis for a change of time and/or changes to the Consultants fee.

III. OWNERSHIP OF ENGINEERING DOCUMENTS

All CAD drawings, plans, specifications, maps, design computations, sketches, charts and other data prepared or obtained under the terms of this Agreement shall become the property of the **COUNTY** and may be used by the **COUNTY** without restrictions or limitations on projects funded using federal and state aid or locally funded projects.

IV. ABANDONMENT CHANGE OF SCOPE, SUSPENSION OR TERMINATION

- A. It is mutually agreed the services to be performed by the **ENGINEER** may not be assigned, sublet, or transferred without the written consent by the **COUNTY**. Any assignment without the **COUNTY'S** written consent shall be absolutely void.

- B. It is mutually agreed the **COUNTY** has the right to terminate this Agreement at any time upon written notice:
 - i) In the event the improvement is to be abandoned or indefinitely postponed; or
 - ii) Because of the **ENGINEER'S** disability or death;

Provided in any such case the **ENGINEER** shall be paid the reasonable value of his services rendered up to the time of termination as determined by the **COUNTY**.

- C. It is mutually agreed the services of the **ENGINEER** may be terminated by **COUNTY** upon written notice when, in the judgement of the **COUNTY**, such services are unsatisfactory or the **ENGINEER** has failed to abide by the conditions of this Agreement in all respects. In such cases, the **ENGINEER** shall be paid the reasonable value of his services up to the time of termination as determined by the **COUNTY**.

- D. It is mutually agreed no material change in the scope of the work as set forth herein will be made unless provided for by a separate written supplemental agreement executed by the parties herein. Said supplemental agreement shall specify whatever adjustment of the **ENGINEER'S** fee is to be made.

- E. If any part of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

V. GENERAL PROVISIONS

- A. To the fullest extent permitted by law the **ENGINEER** shall indemnify, defend, and hold harmless the **COUNTY**, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the **ENGINEER**, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is

caused in part by the negligence of a party indemnified hereunder, the indemnification by the **ENGINEER** shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the **COUNTY**.

- B. The **ENGINEER** warrants he is not employed or retained by any company or person, other than a bona-fide employee working for the **ENGINEER**, to solicit or secure this Agreement, and he has not paid or agreed to pay any company or person, other than a bona-fide employee any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the **COUNTY** shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price of consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

- C. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the **ENGINEER** shall not be deemed to be employees of the **COUNTY**, and employees of the **COUNTY** shall not be deemed to be employees of the **ENGINEER**. The **ENGINEER** and the **COUNTY** shall be responsible to their respective employees for all salary and benefits. Neither the **ENGINEER'S** employees nor the **COUNTY'S** employees shall be entitled to any salary or wages from the other party or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Each party shall also be responsible for maintaining workers' compensation insurance, unemployment insurance and any applicable railroad insurance coverage for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

- D. The parties agree that the **ENGINEER**, its officers, employees and agents shall be available for any in-court testimony as requested by the Lancaster County Attorney's Office. The **ENGINEER** also agrees to make themselves, its officers, employees and agents available to attend any necessary meetings or conferences in preparation of testimony as requested by the Lancaster County Attorney's Office. Should the County Attorney's Office require conferences, meetings or in court testimony of the **ENGINEER**, its officers, employees or agents, the **ENGINEER** shall bill the **COUNTY** at its current standard billing rates.

- E. The **ENGINEER** further agrees he and his subcontractors, if any, will maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred, and to make such materials available at their respective office at all reasonable times during the Agreement period and for three (3) years thereafter from the date of final payment under the Agreement for inspection by the **COUNTY**. Copies of these records will be furnished by the **ENGINEER** to the **COUNTY**, if required.

- F. The **ENGINEER** hereby agrees to affix the seal of a registered professional engineer employed by the **ENGINEER** and licensed to practice in the state of Nebraska on all documents prepared hereunder.
- G. The **ENGINEER** further agrees not to employ personnel presently employed by the **COUNTY** or the State of Nebraska in an engineering capacity for work under this Agreement on either a full or part-time basis.
- H. The **ENGINEER** agrees to abide by the provisions of the Nebraska Fair Employment Practices Act of 1965, R.R.S. 1943, Sections 48-1101 through 48-1125 which is made a part of this Agreement and is included in this Agreement by this reference.
- I. **COUNTY'S** failure or neglect to enforce any of its rights under this Contract will not be deemed to be a waiver of **COUNTY'S** rights.
- J. In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, **ENGINEER** agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. **ENGINEER** shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A § 1324b. **ENGINEER** shall require any subcontractor to comply with the provisions of this section.
- K. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all parties.

VI. **FEES AND PAYMENTS**

- A. In consideration of the performance of the services under this Agreement, the **ENGINEER** will be compensated by the payment of the lump sum fee(s) specified herein. The **ENGINEER** agrees said fee(s) shall be full and complete compensation for the work performed, equipment and materials used, and services rendered in connection with the work specified herein.

1. Fees (Lump Sum Costs):

Site K-123

| | |
|--|-------------|
| a. Project Management, Meetings, QA/QC | \$ 665.00 |
| b. Wetland delineation Survey/Report | \$ 2,068.00 |
| c. Section 404 Nationwide Permit Application and agency coordination | \$ 853.00 |
| d. Floodplain Permit Application | \$ 2,500.00 |
| e. TOTAL | \$ 6,086.00 |

Site T-155

| | |
|--|-------------|
| f. Project Management, Meetings, QA/QC | \$ 665.00 |
| g. Wetland delineation Survey/Report | \$ 2,068.00 |
| h. Section 404 Nationwide Permit Application and agency coordination | \$ 853.00 |
| i. TOTAL | \$ 3,586.00 |

Site H-211

| | |
|--|-------------|
| j. Project Management, Meetings, QA/QC | \$ 665.00 |
| k. Wetland delineation Survey/Report | \$ 2,428.00 |
| l. Section 404 Nationwide Permit Application and agency coordination | \$ 853.00 |
| m. NPDES Compliance..... | \$ 405.00 |
| n. Farmed Wetland Analysis | \$ 900.00 |
| o. TOTAL | \$ 5,251.00 |

Site Y-181

| | |
|--|-------------|
| p. Project Management, Meetings, QA/QC | \$ 665.00 |
| q. Wetland delineation Survey/Report | \$ 2,563.00 |
| r. Section 404 Nationwide Permit Application and agency coordination | \$ 853.00 |
| s. Floodplain Permit Application | \$ 1,000.00 |
| t. NPDES Compliance..... | \$ 405.00 |
| u. Farmed Wetland Analysis | \$ 900.00 |
| v. TOTAL..... | \$ 6,386.00 |

GRAND TOTAL\$21,309.00

These fees will be considered due and payable in monthly invoices submitted by the **ENGINEER**.

VII. INSURANCE

- A. **ENGINEER** shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the **COUNTY**, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the **COUNTY**, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the **COUNTY** prior to execution of the Agreement. Deductible levels shall be provided in writing from the **ENGINEER'S** insurer and will be no more than \$10,000.00 per occurrence. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the County being secondary or excess.**
- B. **Workers' Compensation:** The **ENGINEER** shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. The **ENGINEER** shall provide the **COUNTY** with an endorsement for waiver of subrogation. The **ENGINEER** shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.
- C. **Commercial General Liability:** The **ENGINEER** shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury and shall be no less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. Such coverage shall be endorsed for the general aggregate to be on a PER PROJECT basis, and the **ENGINEER** shall provide an additional insured endorsement acceptable to the **COUNTY**. The description of operations must state "Blanket coverage for all projects and operations of **ENGINEER**" or similar language that meets the approval of the **COUNTY**, which approval shall not be unreasonably withheld.
- D. **Automobile Liability:** The **ENGINEER** shall provide proof of Automobile coverage, which shall include: Comprehensive Form, Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.
- E. **Professional Liability:** Professional Liability Insurance covering damages arising out of negligent acts, errors, or omissions committed by **ENGINEER** in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. **ENGINEER** shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act for which the **ENGINEER** is or could be liable.

- F. **Additional Insured**: An Additional Insured endorsement shall be provided to County naming County as additional insureds using ISO additional insured endorsement (CG20 10), edition date 11/85, or an equivalent (e.g. CG 2010, edition date 10/93, plus CG 20 37, edition date 10101), under the commercial general liability policy and automobile liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY, with any insurance coverage maintained by the **COUNTY** being secondary or excess.
- G. **Certificates**: The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Upon request, the Contractor shall furnish a full and complete copy of any policy of insurance (other than workers' compensation), required by this Contract, to the **COUNTY** within a reasonable time, not to exceed thirty days. The certificates of insurance shall provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.
- H. **Minimum Scope of Insurance**: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.
- I. Nothing contained in this Section or other Sections of this Agreement shall be construed to waive the Sovereign Immunity of the **COUNTY**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the day and year first mentioned above.

EXECUTED by the ENGINEER this 4th day of APRIL, 2018.



JASON MIROVITZ, ENVIRONMENTAL SCIENTIST

Name and Title

JED CONSULTING GROUP

Firm Name

2700 FLETCHER AVE.

Address

LINCOLN NE 68504

City

State

Zip

EXECUTED by the COUNTY this ____ day of _____, 20____.

LANCASTER COUNTY BOARD OF COMMISSIONERS

Approved as to form

This ____ day of _____, 20__.

Deputy County Attorney

WETLAND DELINEATION & PERMITTING SERVICES LANCASTER COUNTY, NEBRASKA

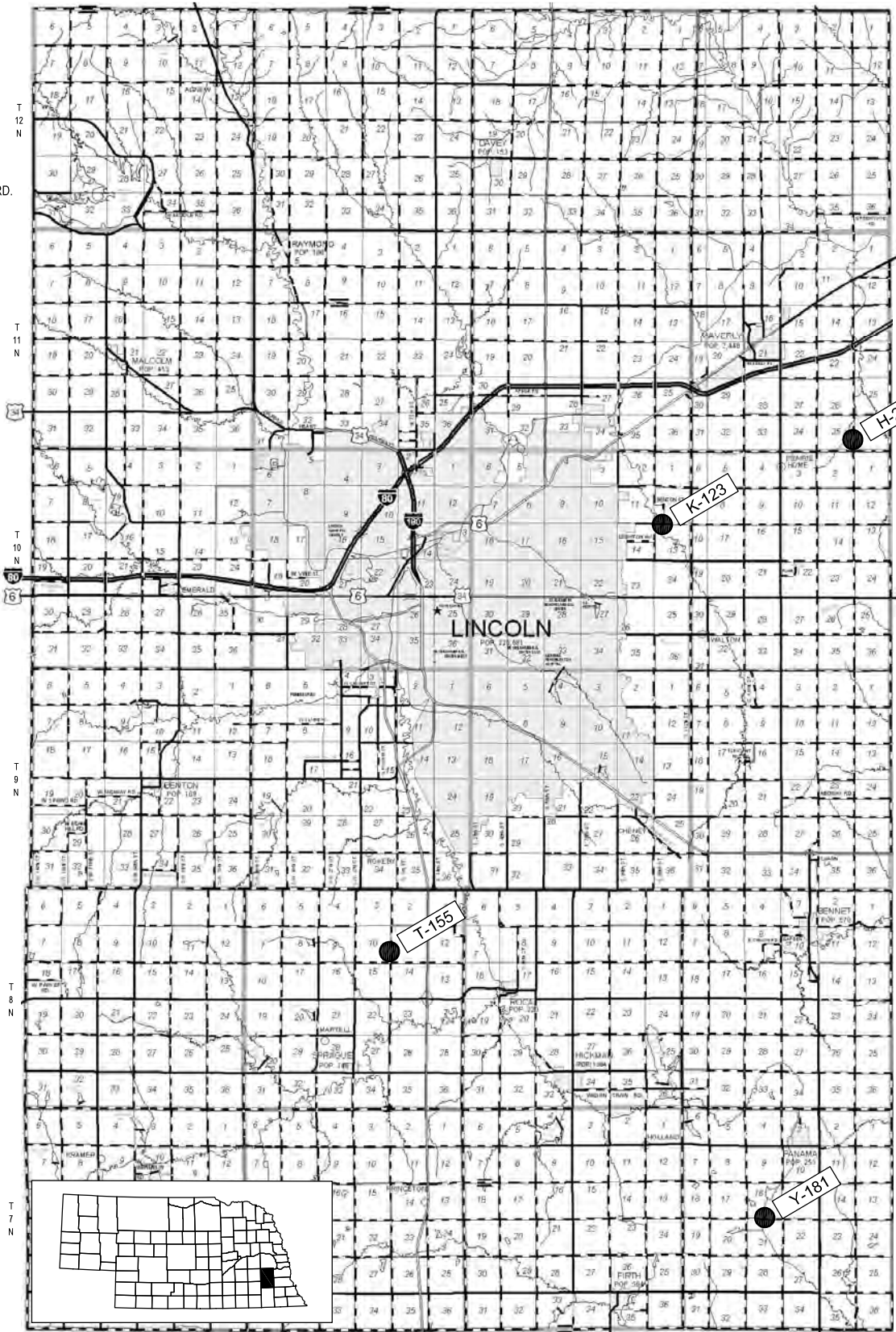
Exhibit "A"



NO SCALE

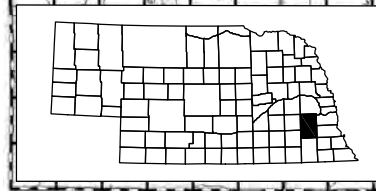
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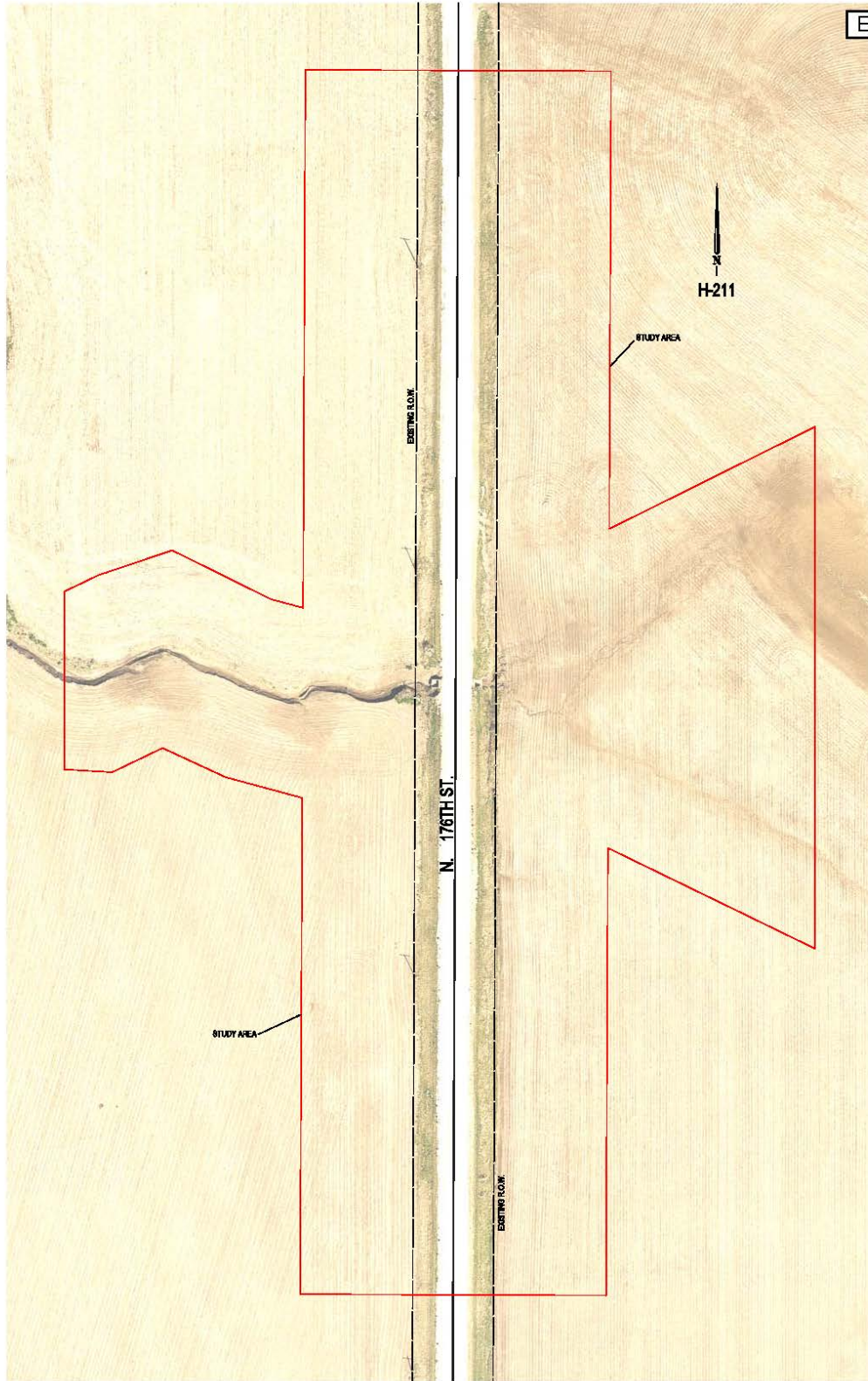
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 W. AGNEW RD.
 W. ROCK CREEK RD.
 W. DAVEY RD.
 W. BRANCHED OAK RD.
 W. RAYMOND RD.
 W. MILL RD.
 W. WAVERLY RD.
 W. BLUFF RD.
 W. McKELVIE RD.
 W. ALVO RD.
 W. FLETCHER AV.
 W. SUPERIOR ST.
 W. ADAMS ST.
 W. HOLDREGE ST.
 W. 'O' ST.
 W. 'A' ST.
 W. VAN DORN ST.
 W. PIONEERS BLVD.
 W. OLD CHENEY RD.
 W. DENTON RD.
 W. YANKEE HILL RD.
 W. ROKEBY RD.
 W. SALTILLO RD.
 W. BENNET RD.
 W. WITTSTRUCK RD.
 W. ROCA RD.
 W. MARTELL RD.
 W. SPRAGUE RD.
 W. STAGECOACH RD.
 W. PANAMA RD.
 W. OLIVE CREEK RD.
 W. PRINCETON RD.
 W. PELLA RD.
 W. HALLAM RD.
 W. GAGE RD.

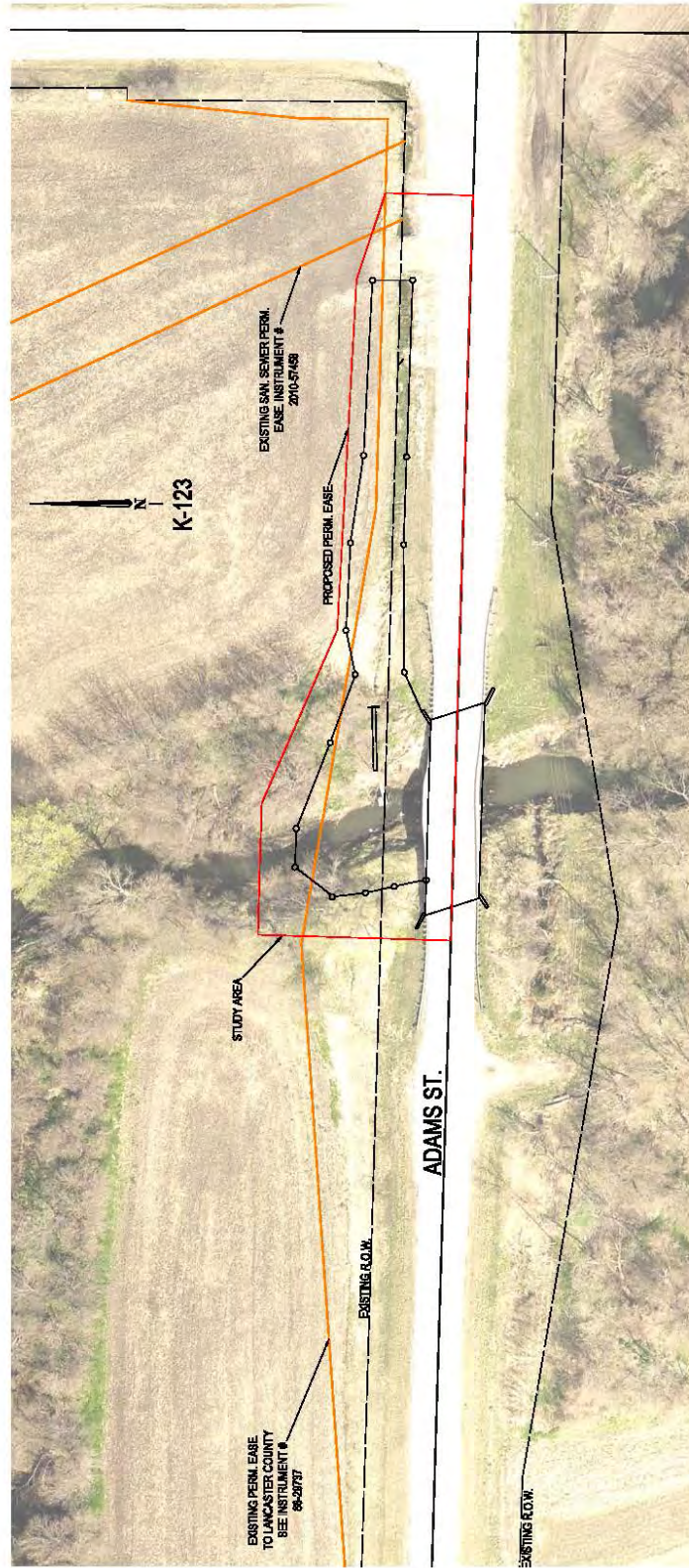


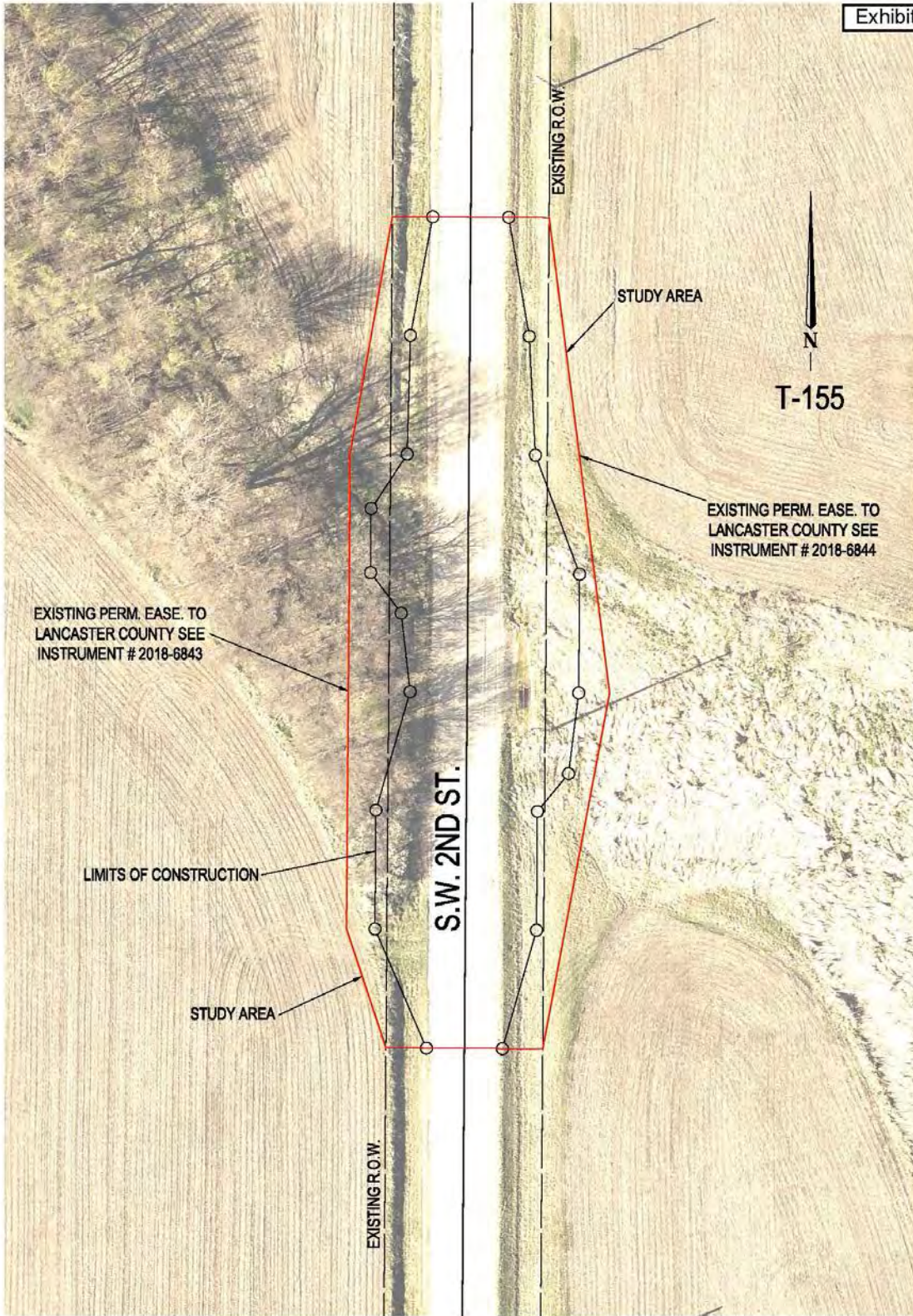
ASHLAND RD.
 LITTLE SALT RD.
 AGNEW RD.
 ROCK CREEK RD.
 DAVEY RD.
 BRANCHED OAK RD.
 RAYMOND RD.
 MILL RD.
 WAVERLY RD.
 BLUFF RD.
 McKELVIE RD.
 ALVO RD.
 FLETCHER AV.
 HAVELOCK AV.
 ADAMS ST.
 HOLDREGE ST.
 'O' ST.
 'A' ST.
 VAN DORN ST.
 PIONEERS BLVD.
 OLD CHENEY RD.
 PINE LAKE RD.
 YANKEE HILL RD.
 ROKEBY RD.
 SALTILLO RD.
 BENNET RD.
 WITTSTRUCK RD.
 ROCA RD.
 MARTELL RD.
 HICKMAN RD.
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 PANAMA RD.
 OLIVE CREEK RD.
 PRINCETON RD.
 PELLA RD.
 FIRTH RD.
 GAGE RD.

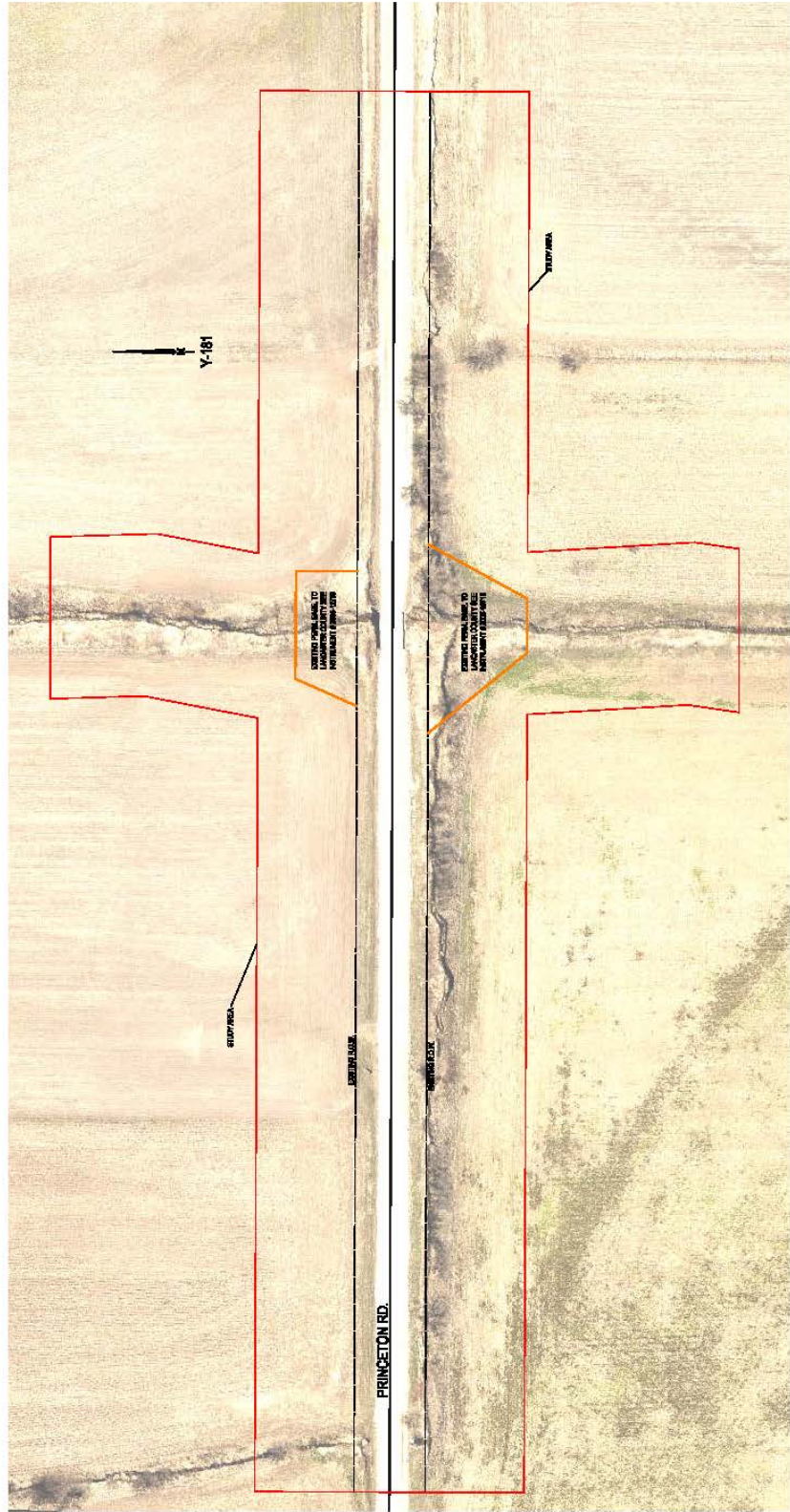
SW 142ND ST. SW 128TH ST. SW 114TH ST. SW 100TH ST. SW 86TH ST. SW 72ND ST. SW 58TH ST. SW 42ND ST. SW 29TH ST. SW 14TH ST. SW 2ND ST. S. 12TH ST. S. 25TH ST. S. 38TH ST. S. 54TH ST. S. 68TH ST. S. 82ND ST. S. 96TH ST. S. 110TH ST. S. 120TH ST. S. 134TH ST. S. 148TH ST. S. 162ND ST. S. 176TH ST. S. 190TH ST.











SECTION AND CORNER IDENTIFIERS

| | | | | | | | | | | | | | | |
|---|----|----|----|----|----|----|----|----|----|----|----|----|----|---|
| | 01 | 03 | 05 | 07 | 09 | 11 | 13 | 15 | 17 | 19 | 21 | 23 | 25 | |
| A | 02 | 04 | 06 | 08 | 10 | 12 | 14 | 16 | 18 | 20 | 22 | 24 | A | |
| B | | | | | | | | | | | | | | B |
| C | 6 | | 5 | | 4 | | 3 | | 2 | | 1 | | C | |
| D | | | | | | | | | | | | | | D |
| E | | | | | | | | | | | | | | E |
| F | | | | | | | | | | | | | | F |
| G | 7 | | 8 | | 9 | | 10 | | 11 | | 12 | | G | |
| H | | | | | | | | | | | | | | H |
| J | | | | | | | | | | | | | | J |
| K | | | | | | | | | | | | | | K |
| L | 18 | | 17 | | 16 | | 15 | | 14 | | 13 | | L | |
| M | | | | | | | | | | | | | | M |
| N | | | | | | | | | | | | | | N |
| O | | | | | | | | | | | | | | O |
| P | 19 | | 20 | | 21 | | 22 | | 23 | | 24 | | P | |
| Q | | | | | | | | | | | | | | Q |
| R | | | | | | | | | | | | | | R |
| S | | | | | | | | | | | | | | S |
| T | 30 | | 29 | | 28 | | 27 | | 26 | | 25 | | T | |
| U | | | | | | | | | | | | | | U |
| V | | | | | | | | | | | | | | V |
| W | | | | | | | | | | | | | | W |
| X | 31 | | 32 | | 33 | | 34 | | 35 | | 36 | | X | |
| Y | | | | | | | | | | | | | | Y |
| Z | | | | | | | | | | | | | | Z |
| | 02 | 04 | 06 | 08 | 10 | 12 | 14 | 16 | 18 | 20 | 22 | 24 | | |
| | 01 | 03 | 05 | 07 | 09 | 11 | 13 | 15 | 17 | 19 | 21 | 23 | 25 | |

TOWNSHIP ID

| | R5E | R6E | R7E | R8E |
|------|-----|-----|-----|-----|
| T13N | 5 | 4 | 3 | 2 |
| T12N | D | C | B | A |
| T11N | E | F | G | H |
| T10N | M | L | K | J |
| T9N | N | O | P | Q |
| T8N | U | T | S | R |
| T7N | V | W | X | Y |



POINT CODE LIST

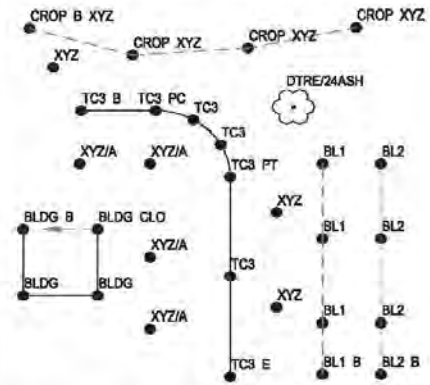
APPROVED: 03.05.2014

| Code | Full name | Entity |
|------------------------|---------------------------|---------|
| CONTROL POINTS | | |
| BM | BENCH MARK | Point |
| CP | CONTROL POINT | Point |
| NAIL | CONTROL NAIL | Point |
| PRP | PROPERTY CORNER | Point |
| ROW | ROW MARKER | Point |
| SEC | SECTION CORNER | Point |
| GROUND FEATURES | | |
| BERM | BERM | 3DPLine |
| BL | BREAKLINE | 3DPLine |
| LSA | LANDSCAPE AREA | 3DPLine |
| XY | HORIZONTAL ONLY SHOT | Point |
| XYZ | GROUND ELEVATION SHOT | Point |
| ROADWAY | | |
| CL | CENTERLINE | 3DPLine |
| EA | EDGE OF ASPHALT | 3DPLine |
| EAS | EDGE OF ASPHALT SHOULDER | 3DPLine |
| EC | EDGE OF CONCRETE | 3DPLine |
| ECS | EDGE OF CONCRETE SHOULDER | 3DPLine |
| ED | EDGE OF DIRT | 3DPLine |
| EG | EDGE OF GRAVEL | 3DPLine |
| ER | EDGE OF ROCK | 3DPLine |
| FD | FIELD DRIVE | 3DPLine |
| LWT | LAST WHEEL TRACK | 2DPLine |
| TC | TOP BACK OF CURB | 3DPLine |
| GUT | GUTTER | 3DPLine |
| WATERWAY | | |
| DTCH | DITCH FLOW LINE | 3DPLine |
| EW | EDGE OF WATER | 3DPLine |
| FL | FLOW LINE | 3DPLine |

SPECIAL CODES

- CODE_(SP) B BEGIN LINE
- CODE_(SP) E END LINE
- CODE_(SP) CLO CLOSE AREA
- CODE_(SP) PC START CURVE
- CODE_(SP) PT END CURVE
- CODE_(SP) PHOTO_(SP) PHOTO FILE NAME ATTACH A PHOTO

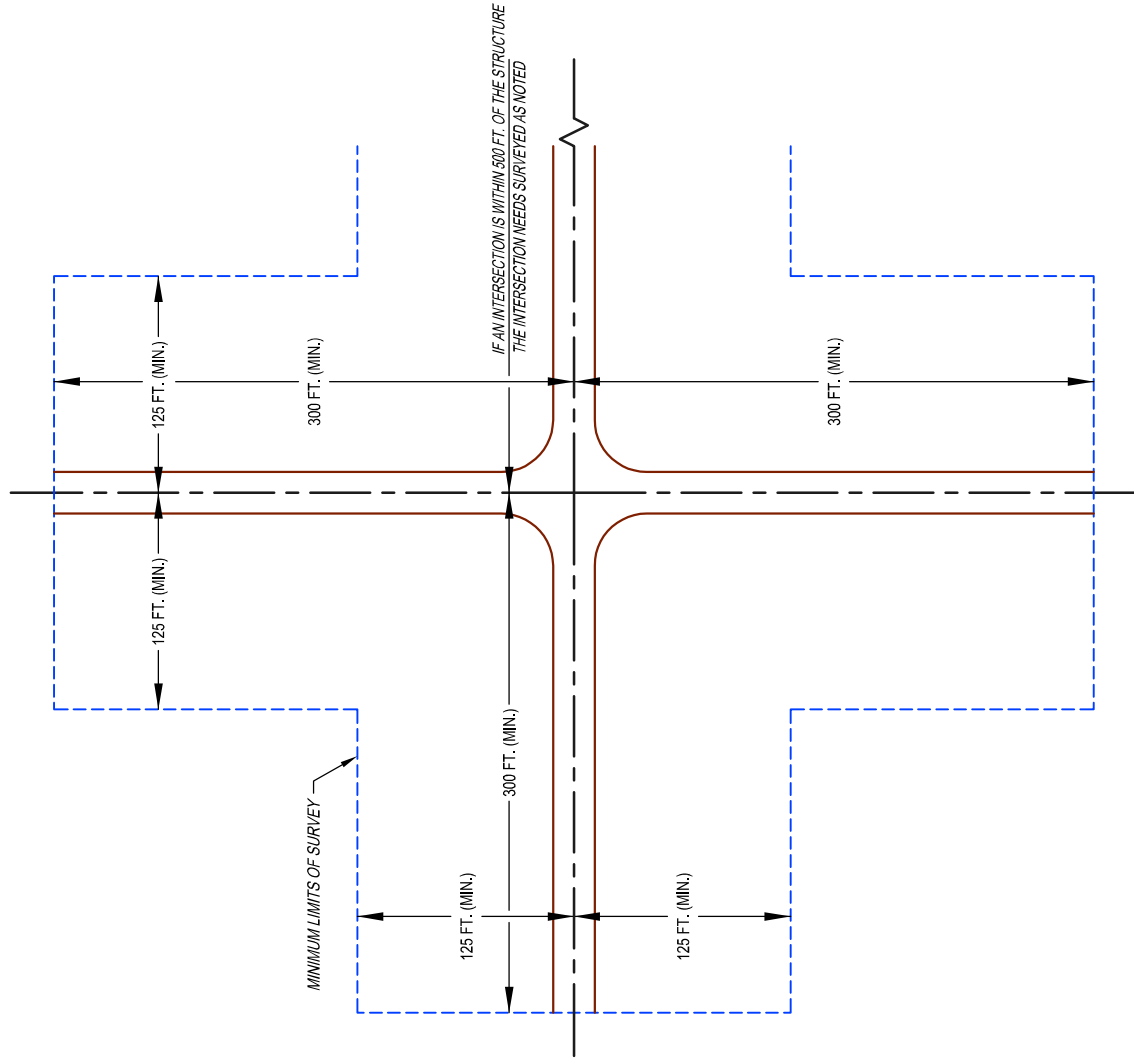
- CODE_(SP) CODE CODING 2 ITEMS FOR SAME POINT
- CODE / NOTE CREATES A NOTE FOR THAT POINT
- CODE # DIFFERENTIATES CODES OF SAME NAME



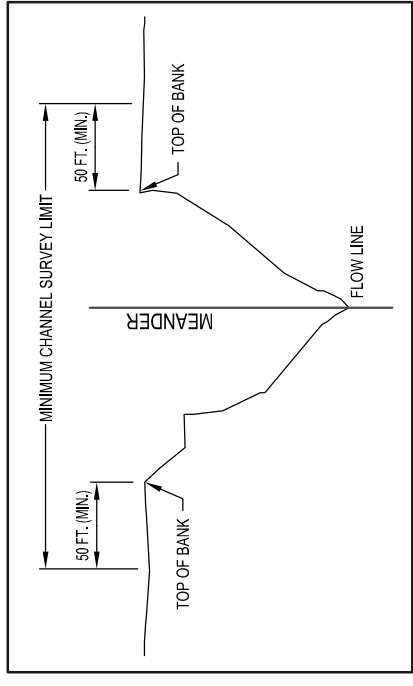
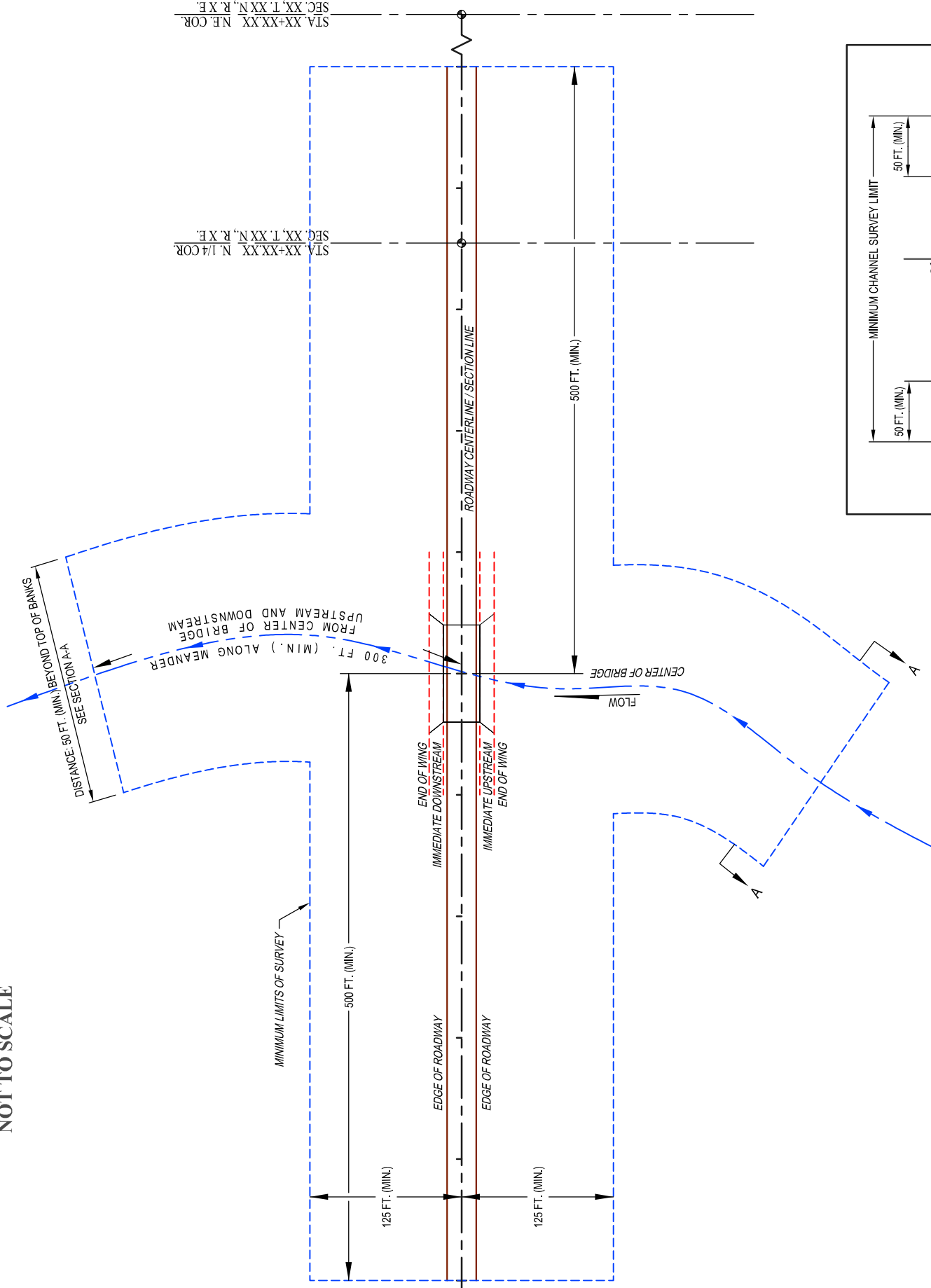
| Code | Full name | Entity |
|----------------------------|--------------------------|---------|
| STRUCTURE | | |
| BLDG | BUILDING | 3DPLine |
| RIP | RIP RAP | 3DPLine |
| RWAL | RETAINING WALL | 3DPLine |
| STRUCTURE - BRIDGE | | |
| ABUT | BRIDGE ABUTMENT | 3DPLine |
| BRDG | BRIDGE DECK | 3DPLine |
| GR | GUARD RAIL | 2DPLine |
| GRC | CABLE GUARD RAIL | 2DPLine |
| LS | LOW STEEL | Point |
| WWAL | WING WALL | 3DPLine |
| STRUCTURE - CULVERT | | |
| CMP | CORRUGATED METAL PIPE | 2DPLine |
| CULV | GENERIC CULVERT | 2DPLine |
| HDWL | HEADWALL | 3DPLine |
| PVC | PVC PIPE | 2DPLine |
| RCP | REINFORCED CONCRETE PIPE | 2DPLine |
| RAILROAD | | |
| RR | RAILROAD TRACKS | 2DPLine |
| RRTIE | RAILROAD TIE | 2DPLine |
| RRMP | RAILROAD MILEPOST | Point |
| RRSB | RAILROAD SIGNAL | Point |
| RRSW | RAILROAD SWITCH | Point |
| FENCE | | |
| FEN | GENERIC FENCE | 2DPLine |
| CFP | CORNER FENCE POST | Point |
| FBW | BARBED WIRE FENCE | 2DPLine |
| FCL | CHAIN LINK FENCE | 2DPLine |
| FV | VINYL FENCE | 2DPLine |
| FW | WOOD FENCE | 2DPLine |

GENERAL NOTES

1. STATIONING: FROM SOUTH TO NORTH AND WEST TO EAST
2. BENCH MARKS ARE SET TO "N.A.V.D. '88 DATUM"
3. CONTROL POINTS ARE SET TO LCED "COUNTY HORIZONTAL CONTROL DATUM"
4. SET CONTROL POINTS WILL BE #5 REBAR (MIN.) 30" LONG (MIN.), (SET AT OR BELOW GRADE)



TYPICAL MINIMUM LIMITS OF PRELIMINARY BRIDGE SURVEY
NOT TO SCALE



TOPOGRAPHIC SURVEY SHALL INCLUDE BUT NOT BE LIMITED TO:

1. ALL GRADE / TERRAIN CHANGES
2. OVERHEAD AND UNDERGROUND UTILITIES (A "ONE CALL" LOCATE WILL BE NEEDED)
3. ALL TREES 18" DIAMETER AND LARGER
4. ALL LANDSCAPE AND PLANTED TREES
5. ALL 4 CORNERS OF BRIDGE/STRUCTURE
6. ENDS OF BRIDGE/STRUCTURE AT CENTERLINE OF ROADWAY
7. ALL 4 ENDS OF BRIDGE/STRUCTURE WINGS
8. CROSS SECTIONS TAKEN IMMEDIATELY UP AND DOWNSTREAM OF STRUCTURE (INCLUDING: FACE OF ABUTMENTS, EDGE OF WATER, FLOW LINES AND GRADE CHANGES)
9. CROSS SECTIONS TAKEN AT END OF WINGS
10. LOW STRUCTURE (LOW STEEL) ELEVATIONS (BOTH UPSTREAM AND DOWNSTREAM)
11. ANY PERMANENT STRUCTURES (I.E. CULVERTS) WITHIN SURVEY BOUNDARIES
12. ANY ADDITIONAL HYDRAULIC CROSS SECTIONS AS NEEDED

SECTION A-A
NOT TO SCALE