

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AUTHORIZING CHAIRMAN TO SIGN SUPPLEMENTAL AGREEMENT
NUMBER ONE TO INTERLOCAL COOPERATION AGREEMENT FOR THE
STABILIZATION OF HELL CREEK

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, on September 15, 2009, Sarpy County entered into an Interlocal Cooperation Agreement with Douglas County, and the City of LaVista, Nebraska for professional engineering services to analyze the stabilization of Hell Creek in areas where continued or potential erosion may compromise the structural integrity of Harrison Street and other public infrastructure; but additional engineering services are required to prepare designs, plans and specifications for stabilization and said services were not provided for in the earlier agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT, pursuant to the statutory authority set forth above, the Chairman of this Board, together with the County Clerk, be and hereby are authorized to execute on behalf of this Board Supplemental Agreement Number One to Interlocal Agreement- Hell Creek Stabilization, a copy of which is attached hereto.

DATED this 20th day of July, 2010.

Moved by Rich Jansen, seconded by Tom Richards, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

Rich Jansen
Ann Albrecht
Tom Richards

none

Pat Thomas

Rusty Huke

ABSTAIN:

none



ATTEST:

Debra I. Wingtaling
County Clerk

Approved as to form:

[Signature]
Deputy County Attorney

SUPPLEMENTAL AGREEMENT NUMBER ONE
 TO
 INTERLOCAL AGREEMENT
 HELL CREEK STABILIZATION
 FOR
 PHASE 1 CONSTRUCTION PLANS
 DOUGLAS COUNTY, NEBRASKA
 PROJECT NO. C-28(498)A

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 3RD day of AUGUST, 2010 by and between Douglas County, Nebraska, Sarpy County, Nebraska and the City of La Vista, Nebraska.

WITNESSETH:

1. WHEREAS, Douglas County, Sarpy County and the City of La Vista are parties to an agreement dated the eleventh day of August, two thousand nine for the analysis of Hell Creek stabilization, see attached Exhibit "A".
2. WHEREAS, the parties require additional engineering services to prepare designs, plans and specifications for construction and other miscellaneous tasks not included as part of the original scope of services.
3. WHEREAS, Lamp, Rynearson Associates, Inc. (Consultant) selected thru a "Qualification Based Selection process, is willing to provide these additional engineering services in accordance with the terms hereinafter provided.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

1. GENERAL TERMS OF AGREEMENT

All terms and conditions in the hereinabove referenced agreement between the parties shall be binding to all parties with the exception of the amendments contained hereinafter.

2. GENERAL DESCRIPTION OF SUPPLEMENTAL SCOPE AND CONTROL OF THE WORK

The Consultant, upon receipt of Notice to Proceed shall provide all services required under this Supplemental Agreement for the project as outlined in the attached Exhibit "B". Scope of Services, hereby made a part of this Supplemental Agreement.

3. FEES AND PAYMENTS

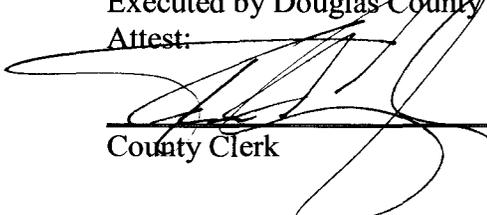
Compensation of work as described herein shall be made to the Consultant for a cost plus fixed fee of \$147,400.00 with Douglas County, Sarpy County and the City of La Vista sharing in the cost as follows:

	PERCENTAGE	AMOUNT
Douglas County:	50%	\$73,700.00
Sarpy County :	25%	\$36,850.00
City of La Vista :	25%	<u>\$36,850.00</u>
	Total	\$147,400.00

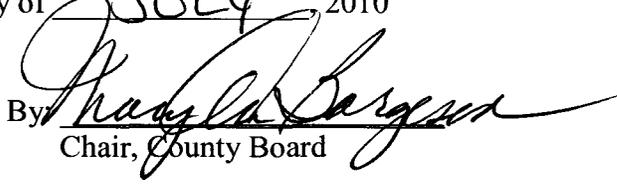
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials there unto duly authorized as of the dates below indicated

Executed by Douglas County this 27th day of JULY 2010

Attest:



 County Clerk

By 

 Chair, County Board

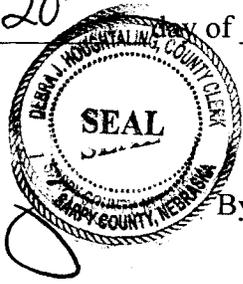
Approved as to Form



 Deputy County Attorney

Executed by Sarpy County this 20th day of July, 2010.
Attest:

Debra Noughtal
County Clerk



By: April Albrecht
Chair, County Board

Approved as to Form

Millie D. ...
County Attorney

Executed by LaVista, Nebraska this _____ day of _____, 2010.
Attest:

City Clerk

By: _____
Mayor

Executed by Sarpy County this _____ day of _____, 2010.

Attest:

County Clerk

By: _____
Chair, County Board

Approved as to Form

County Attorney

Executed by LaVista, Nebraska this 3rd day of August, 2010.

Attest:

Pamela A. Buehler
City Clerk



By: _____
Mayor

INTERLOCAL AGREEMENT ANALYSIS OF HELL CREEK STABILIZATION

This Interlocal Agreement is made and entered into this 11th day of AUGUST, 2009, by and between Douglas County, Nebraska, Sarpy County, Nebraska and the City of La Vista, Nebraska.

WITNESSTH:

WHEREAS, in order to promote the health and safety of the residents of all parties to this Agreement pursuant to the authority granted to the parties per the Nebraska Interlocal Cooperation Act, the parties desire to hire professional engineering services for the analysis of Hell Creek stabilization alternatives for the stream segment between the "Q" Street bridge and the confluence with the South Papillion Creek, as shown on a map attached hereto as Exhibit "A" and incorporated herein by reference. The engineering services will, among other things, include hydraulic and hydrologic analysis of Hell Creek as it relates to bridge structures owned by Douglas County, Sarpy County, and the City of La Vista and;

WHEREAS, this project is known as Douglas County Project No. C-28(498) and;

WHEREAS, Douglas County, Sarpy County, and the City of La Vista wish to outline their respective duties and responsibilities and the sharing of costs for the engineering service costs for this study.

NOW, THEREFORE, the following is agreed between the parties hereto:

- 1) Douglas County will act as the agent for all parties to this Agreement in the execution of the Engineering Services Contract and general supervision of the work and administration of the contract for the study, and Douglas County accepts said agency. Douglas County will not enter into any agreements or contracts affecting this study without prior approval of Sarpy County and the City of La Vista. No separate legal entity is hereby created.
- 2) Douglas County will contract with WLA Consulting, Inc., registered engineers in the State of Nebraska, for the preparation of an updated topographic map for use with hydraulic and hydrologic modeling efforts (HEC-RAS Analysis) and from that information prepare a Technical Memorandum (TM) summarizing the findings. It will document the collection and analysis of existing conditions, prioritized areas of concern, identified stabilization alternatives, conceptual plans and profiles, construction cost estimates, and recommendations for further action.

- 3) The total cost for these engineering services is a fixed fee of \$34,600.00 with Douglas County, Sarpy County, and the City of La Vista equally sharing in the cost.
- 4) Upon the "Notice to Proceed" for these engineering services, Douglas County will bill Sarpy County and the City of La Vista for their share of the costs. If, at the completion of the work said payments made by Sarpy County and the City of La Vista are more than the actual cost, Douglas County shall refund the excess payments to Sarpy County and the City of La Vista.
- 5) No additional engineering services shall cause a contract increase exceeding five percent (5%) of the contract price without prior approval of all parties.
- 6) This Agreement shall remain in effect until the study is completed. Amendments hereto shall be made in writing.
- 7) Binding Effect. This Interlocal Agreement shall be binding upon the respective parties hereto.
- 8) No elected official or any officer or employee of Douglas County, Sarpy County, or the City of La Vista shall have a financial interest, direct or indirect, in this Agreement.
- 9) Nondiscrimination Clause. The parties to this Agreement shall not, in the performance of the Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinion, affiliations, or national origin.
- 10) Drug Free Policy. The parties to this Agreement agree to establish, and maintain, a drug free workplace policy.
- 11) This instrument contains the entire Agreement of the parties, and shall be binding upon the successors and assigns of the respective parties. No amendment, deletions, or additions shall be made to this Agreement except in writing.

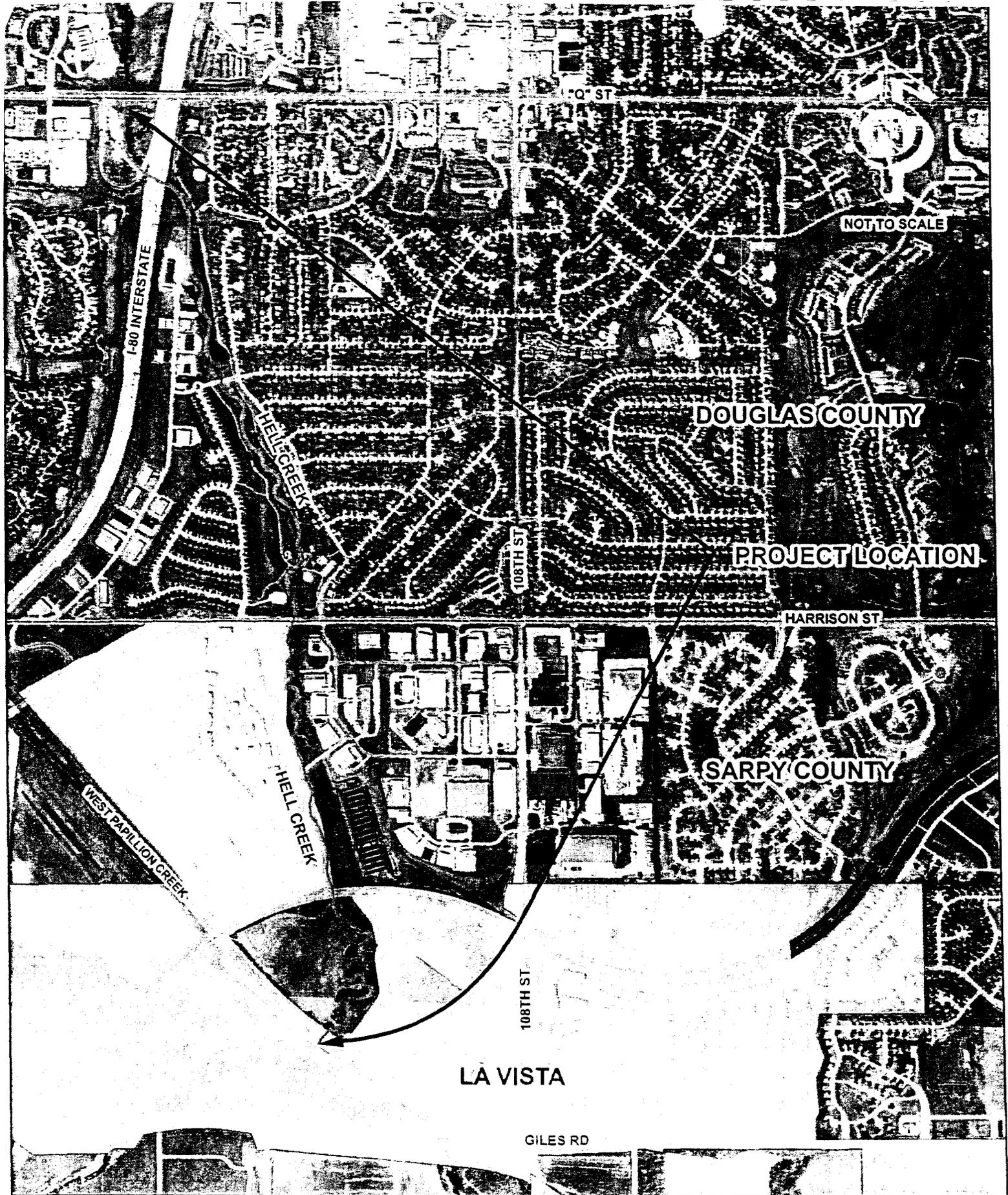


EXHIBIT - A

PROJECT NO. C-28(498)
HELL CREEK STABILIZATION COUNTY OF DOUGLAS - OFFICIAL RECORD

EXHIBIT B

DESCRIPTION OF PROJECT AND SCOPE OF SERVICES HELL CREEK STREAM STABILIZATION – PHASE I

I. DESCRIPTION OF PROJECT

The project includes survey, geotechnical investigations, wetland delineation, right-of-way permitting exhibits, preliminary and final design services associated with stream stabilization on Phase I of the Hell Creek Stream Stabilization project.

II. DESCRIPTION OF TASKS

The details of the tasks for this project are as follows:

Task 1 - Survey

Objectives: Perform topographic and boundary surveys.

Deliverables: Topographic survey drawing.

LRA will have a title company perform a title search within the project area for use in determining easement restrictions and helping determine boundaries. We will also perform a topographic survey that will include all features within approximately 100 of the creek centerline. This will include the adjacent trail and a portion of the park parking lot, contours within and adjacent to the creek, instream structures, sewers and utilities, detailed bridge information, and vegetation.

LRA will perform an additional survey after the wetland delineation is completed in order to incorporate the wetland areas into the survey and will prepare any necessary easement exhibit documents needed for the construction of the project.

Task 2 – Geotechnical Services

Objectives: To perform geotechnical borings and completed a geotechnical report. Provide information on soils and slope stability. Provide design criteria and recommendations for reinforced earth solutions and seepage/groundwater control.

Deliverables: Geotechnical report.

Thiele Geotech will provide geotechnical engineering services related to stabilization of the bank along the limits of Hell Creek described above. Our services will include drilling a total of 6 new borings. Four of the borings are planned on top of the creek bank and will extend to a depth of 40 feet. Two hand auger borings are planned in the creek bottom and will extend to a depth of 6 feet each. A boring completed previously for stabilization of the Brookhaven West Pedestrian Bridge in March of 2007 will also supplement our analysis.

The borings will be sampled at intervals of 5 feet or less and a descriptive log of the test borings will be prepared. Based on the results of the test borings, a laboratory testing program will be established to evaluate the engineering properties of the various soil strata. Laboratory testing may include moisture

content and density determinations to characterize the state and uniformity of the deposits, unconfined compression tests and direct shear tests to determine shear strength parameters, and index property tests for classification.

Our report will discuss the general soil and ground water conditions underlying the site; present the relevant engineering properties of the existing soils; provide earthwork and site preparation recommendations; and recommend design criteria and parameters for stabilization of the slopes.

Based on the indicated work scope, we estimate a fee of \$6,827 for the geotechnical exploration. The client will be billed only for the actual units performed in accordance with our normal fee schedule.

Approximately 3 to 4 weeks from your notice to proceed will be required to complete the study. The schedule is somewhat dependent on weather, site access conditions, and other factors including the actual subsurface conditions identified in the test borings.

We understand that LRA will survey any boring locations needed for the geotechnical report.

Task 3 – Wetland and Waterway Delineation and 404 Permitting

Objectives: To identify and delineate jurisdictional waterways and wetlands for the project area.

Deliverables: Wetland and Waterway Delineation.

HWS Consulting Group will provide a determination and delineation of wetlands and other potential waters of the U.S. within the project corridor. HWS will identify and delineate the regulated waterway and any jurisdictional wetlands abutting or adjacent to the channel. HWS will perform the determination in accordance with the Midwest Supplement to the USACE Wetland Delineation Manual, Technical Report Y-87-1 (1987) and USACE and EPA guidance on Clean Water Act jurisdiction following *Rapanos v. United States*. LRA will survey the boundaries identified during the Wetland and Waterway Delineation. A wetland investigation report will be prepared for the site describing the findings of the existing data review and on-site field work.

Sub-Task - Client/Corps of Engineers Meeting/Correspondence

HWS will conduct two meetings or conference calls with Client and/or Corps of Engineers to discuss findings at the site and potential 404 permit application.

Sub-Task -CWA Section 404 Permit Application

The permit application package will include a pre-construction notice (PCN) prepared according to COE Nationwide Permits standards (Federal Register / Vol. 72, No. 47 / March 12, 2007), a wetland delineation report and a mitigation proposal. The PCN will describe the proposed project and anticipated amount of wetland and waterway impacts. The mitigation proposal will consist of a one page description of planned activities to mitigate impacts. It should be noted that a final mitigation plan prepared according to COE standards will have to be submitted and approved before receiving the 404 permit.

The proposed project is projected to cause less than 0.5 acre of wetland impacts. The threshold for triggering a COE individual permit is a permanent loss of greater than 0.5 acre of wetlands or other waters of the U.S. Therefore, it is anticipated that the proposed project will not need a COE individual

permit. In the unlikely event the COE requires an individual permit, alternatives analysis, wetland functional assessments, and regulatory agency meetings involving HWS at the request of the agency and/or client would be considered beyond the scope of this proposal and will be conducted on a time and materials basis as needed. Similarly, wetland monitoring of mitigation wetlands is considered beyond the scope of this proposal.

Sub-Task – Mitigation Plan

The wetland/stream mitigation plan is a technical document that explains the overall process for selecting, developing and monitoring the mitigation wetland/stream. The plan will be prepared according to COE Mitigation rule published in 2008 and will include project goals and key features; baseline information, such as, maps, functions of impacted wetlands, hydrology, vegetation, soil information, wildlife, and watershed use; site selection justification; a mitigation wetland work plan; wetland monitoring plan; site protection information; and a maintenance and management plan. Details of the grading plan (conceptual), proposed vegetation species list and planting plan; schedules; erosion control measures; and schedule are also a part of this document. These services do not include construction drawings, bidding documents or construction oversight. A fee for these services can be provided at the request of Menard, Inc.

Task 4 – Phase I Preliminary Planning

Objectives: Develop a preliminary plan and cost estimate.

Deliverables: Preliminary plan and cost estimate, sustainability scorecard, summary of grant study, public presentation on the project

LRA will coordinate with Thiele Geotech and HWS to obtain background information on soils and natural resources, conduct a geomorphology assessment to develop parameters for traditional and natural channel design, and review existing hydraulics models. LRA will also develop a sustainability scorecard for the project to help assess various design options. This background information will be used by LRA and HWS to develop a preliminary plan.

Preliminary plans will include a schematic layout with contours that will be used approximate grading quantities. It will also show proposed stabilization features, which may include bioengineering techniques, structural solutions, and other measures that may be incorporated into the design. Sewers and other utilities will be investigated for impacts and potential modifications will be presented in the plans. Landscaping and any suggested stormwater BMPs will also be shown on the plan.

Quantity take-offs and a cost estimate will be prepared based on the information obtained for preliminary plans. An investigation of grants and other possible funding will also be investigated and summarized.

During the preliminary planning stage, in addition to the meetings with the project neighbors and the Corps of Engineers, project coordination meetings will be held with Douglas County, City of Omaha Parks Department, Papio NRD, City of La Vista and Sarpy County.

Deliverables mentioned above will be presented to Douglas County and distributed to the City of LaVista and Sarpy County. Comments will be addressed and an approved preliminary design will be presented to the neighborhood in an open house format. It is assumed that Douglas County will handle logistics and LRA will provide and present the preliminary design concept to the public.

Prior to the public presentation, HWS will arrange a meeting(pre-application meeting) with the United States Corps of Engineers (USACE) to discuss the need for a 404 permit, the type of permit that may be needed and alternatives considered during the preliminary design process. LRA and Douglas County will be included in this meeting and suggestions by the USACE that have been approved by Douglas County will be incorporated into the preliminary design.

ROW and easement acquisitions identified in the preliminary design process will also be discussed with Douglas County prior to the public presentation. LRA will be available to meet with Douglas County and the impacted property owners along the project corridor.

Task 5 – Phase I Final Design

Objectives: To provide final design documents for Phase I of the project.

Deliverables: Final construction documents including plan sheets and specifications

LRA will provide an engineering design for the stream stabilization. Final design drawings may include the following:

- Title Sheet and General Notes
- Removals
- Grading Plan and Profiles
- Stream Bed Stabilization Notes and Details
- Stream Cross Sections (100 foot intervals) and Geometric Details
- Sewer and Utility Plans
- Sewer and Utility Notes and Details
- Bank Stabilization and Bioengineering Plan
- Bank Stabilization and Bioengineering Notes and Details
- Drop Structures/Other Structures Plan
- Seeding and Vegetation Plan
- Stormwater Pollution Prevention Plan

LRA will develop project specifications and Contract Documents.

LRA will develop an engineer's estimate of probable costs.

A hydraulic study will be prepared for existing and proposed stream conditions and then compared to each other to determine whether there is a no-rise condition as a result of the proposed work. We have assumed that there will not be a rise or change to the floodway and that a "No Rise" certification will be applicable on this project.

LRA will prepare the application and application materials for the Grading Permit, a Floodplain Development Permit, and the Papio-Missouri River Natural Resources District (P-MRNRD) Urban Drainageway Program. We have also allotted time to present the project to the P-MRNRD Board for their approval.

An application and application materials will also be prepared for a Section 404 Permit. We have assumed that we will be able to obtain a Nationwide Permit and that a more intensive Individual Permit will not be required by the USACE. Application materials include exhibits illustrating impacts and a

mitigation plan. The team will also prepare any buffer easement exhibits and legal descriptions that may be needed, however, easement document language will need to be prepared by the County's attorney. Upon completion of the project, the team will provide survey contours within the stream banks and create an exhibit showing cross sections of the channel section at intervals required by the USACE for future monitoring. The scope does not include monitoring beyond the end of construction though the Corps may require long term monitoring for any mitigation.

LRA will conduct pre-bid meetings with contractors and answer contractor questions up to the point of bid. LRA will also assist in obtaining bids from contractors, review bids, and prepare recommendation regarding award of the construction contract.

ROW and easement exhibits and legal descriptions will be prepared by LRA however ROW acquisition/easement document language will need to be prepared by the County's attorney.

Task 6 – Construction Administration

Objectives: To provide construction project coordination, administration, staking and inspection services during the construction phase to ensure that the project is completed in a way that satisfies all stakeholders.

Deliverables: The construction phase services are not included in this scope. LRA will provide an amendment to this proposal to add these services once the project design is sufficiently developed to accurately scope the construction phase services.

Task 7 – 404 Permit Mitigation Monitoring

Objectives: Complete the required yearly monitoring and reporting required under the conditions of the 404 permit.

Deliverables: The monitoring services are not included in this scope. LRA will provide an amendment to this proposal to add these services once the project design is sufficiently developed and the 404 permit requirements are finalized. The monitoring requirements will most likely include wetland mitigation and stream restoration will require monitoring to determine if mitigation is successful. HWS will perform the monitoring in accordance with the wetland mitigation plan and 404 permit. A report will be prepared to document findings each year. An evaluation of the mitigation wetland compared to the success criteria will also be in this report.

Task 8 – Phase II - Design and Construction Administration

Objectives: To provide design and construction administration services on Phase II of the Hell Creek Stabilization project.

Deliverables: Phase II design and construction phase services are not included in this scope. LRA will provide an amendment to this proposal to add these services once project funding for the Phase II work becomes available.

Task 9 – Phase III - Design and Construction Administration

Objectives: To provide design and construction administration services on Phase III of the Hell Creek Stabilization project.

Deliverables: Phase III design and construction phase services are not included in this scope. LRA will provide an amendment to this proposal to add these services once project funding for the Phase II work becomes available.

III. PROJECT SCHEDULE AND FEES

A. Project Schedule

The Project Schedule will be developed upon completion of the executed contract. We are assuming that the grant application will need to be submitted to the NRD by February 2011 in order to qualify for funding for the 2011 construction funding cycle. It is anticipated that construction of the Phase I improvements will occur during the 2011 construction season.

B. Project Fees

We propose to bill for our services on the basis of hourly charge rates plus reimbursable expenses incurred not to exceed the costs in the following table:

Survey -	\$18,200
Geotechnical Services -	\$6,900
Wetland and Waterway Delineation -	\$4,400
Preliminary Planning -	\$47,400
Final Design -	\$70,500
Total Fees	\$147,400

ASSUMPTIONS

The following assumptions have been made in development of this scope.

1. LRA will start with a review of the Hell Creek Stream Stabilization Study completed in November 2009, but may develop alternatives not previously identified.
2. Douglas County will provide record drawings of the Harrison Street Bridge and any topographic survey and hydraulic models from the Hell Creek Stabilization Study, dated November, 2009.
3. The project will be completed in accordance with the scope outlined above and assumes a "one time design". Any modifications to the design concept after work has been completed will be considered as additional services.
4. We have assumed that existing utilities will remain in place and will not require relocation, with the exception of the adjustment of stormwater outlets that currently outlet into Hell Creek along the west side of the Drainageway. We have assumed that the 72" RCP outlet to the

north of the pedestrian bridge will not be impacted and that the sanitary sewer siphon structure can remain in place. If these, or other utilities, require relocation LRA will provide an amendment to this proposal to provide the additional services required to relocate the utilities.

5. Our scope of services does not include the design of any permanent stormwater BMPs, other than buffers required by the USACE, outside of the stream. LRA will discuss these options during the preliminary planning stage however and is prepared to offer design services for these features upon request.
6. A "No Rise" certification that the Base Flood Elevation will not increase due to the project will be allowed and that a CLOMR/LOMR submittal to FEMA will not be necessary.
7. A Nationwide Section 404 permit will be required by the USACE. If the USACE should require an Individual Section 404 permit, LRA will provide an amendment to this proposal to reflect additional services required to obtain the Individual permit.
8. All permit fees will be paid by Douglas County.
9. Construction staking, construction observation, contract administration, and erosion control monitoring is not a part of the scope of this project. Once the plans near completion and the scope of the construction work is better defined, LRA will provide an amendment to this proposal to cover construction phase services.
10. Design and Construction services for Phase II and Phase III of the Hell Creek Stabilization project are anticipated to commence as future funding becomes available. LRA will provide separate amendments to this proposal for the future phases as those projects move forward.
11. Additional services will be billed hourly.

THOMAS A. LYNAM

SARPY COUNTY SURVEYOR

• 15100 SOUTH 84th STREET • PAPILLION, NEBRASKA 68046 • 402.339.4606 • FAX: 402.339.6555 •

Memo

To: Sarpy County Board of Commissioners

From: Tom Lynam, Sarpy County Surveyor 

Subject: Supplemental Agreement Number 1 to Inter-Local Cooperation Agreement for the Stabilization of Hell Creek.

Date: July 16, 2010

I recommend approval of the Agreement with Lamp Rynearson & Associates for the Hell Creek Stabilization Project, as this intersects Harrison Street @ approximately 115th Street and is to protect our bridge. This is a joint project with Douglas County, and City of LaVista with Sarpy Counties cost share being 25%.

If you have any questions, please feel free to contact me.