RESOLUTION AUTHORIZING CHAIRMAN TO SIGN AND APPROVING THE SCHEMMER ASSOCIATES, INC. WORK ORDER #2 FOR ENGINEERING SERVICES ASSOCIATED WITH THE STORM WATER MANAGEMENT PROJECT AT THE SARPY COUNTY LANDFILL

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), 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, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County and Schemmer Associates, Inc. (Schemmer) have previously executed a Professional Services Agreement via Resolution 2015-488, for as needed/on-call general engineering services; and,

WHEREAS, County and Schemmer wish to enter into Work Order #2 for Professional Services which outlines specific duties for storm water management services for the Sarpy County Landfill, a copy of which is attached hereto.

NOW THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that pursuant to the statutory authority set forth above, the Work Order #2 for Professional Services with Schemmer for professional construction engineering services for storm water management services at the Sarpy County Landfill, is hereby approved.

BE IT FURTHER RESOLVED that the Chair and the Clerk are hereby authorized to execute said agreement on behalf of Sarpy County, Nebraska

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 10th day of July, 2018.

Sarpy County Board Chairman

Sarpy County Clerk

ATTEST:

[Signature]
Sarpy County Clerk
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Work Order #2 – Schemmer

On July 10, 2018 the County Board will be asked to approve Work Order #2 with Schemmer for various engineering services associated with the storm water management project at the Sarpy County Landfill. The services generally include: topographic survey, design services, bidding assistance, construction administration, and SWPPP inspections for a not to exceed limit of $22,500. Schemmer will be working with the Facilities Management and Environmental Services Departments on this grant funded project.

Please contact me with any questions at bgarber@sarpy.com.

July 2, 2018

Beth Garber

cc: Dan Hoins
Scott Bovick
Brian Hanson
Deb Houghtaling
June 21, 2018

Ross Richards
Facilities Management Director
Sarpy County Courthouse
1210 Golden Gate Drive, Suite 1220
Papillion, NE 68046

Re: Exhibit A – Scope of Services
Work Order No. 2
Engineering Services for the Sarpy County Landfill
Storm Water Management Project
Schemmer Project No. 01277.GU4

Dear Mr. Richards:

For Work Order No. 2 under the Master Agreement between Sarpy County and The Schemmer Associates Inc. for On-Call General Engineering Services dated December 15, 2015, The Schemmer Associates Inc. (Schemmer) proposes to render professional services to Sarpy County (Client) in connection with the Sarpy County Landfill Storm Water Management Project in Sarpy County, Nebraska (hereinafter referred to as Project). The development of the scope of services and compensation proposal was based in part on the following:

1. Discussions with Art Beccard, Ross Richards, and Brian McCoy
2. Materials provided by Art Beccard

I. SCOPE OF SERVICES

Services to be provided by Schemmer consist of Design Phase, Bidding Phase and Construction Phase as set forth below:

A. GENERAL

Schemmer shall render for Client professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client’s professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary engineering services incidental thereto.
B. DETAILED SERVICES:

1. **Topographic Survey**
   a) Field survey – perform a topographic survey by locating the physical features of the project within the survey limits shown on the attachment.
   b) Cad services – upload, download, check, and process collected electronic field data, produce topographic survey drawing.
   c) Registered Land Surveyor services – for project coordination, review, and QA/QC.

2. **Design Phase**
   a) Prepare construction plans and specifications for the improvements as follows:
      1. Cover sheet
      2. Removal Plan
      3. General Notes and Specifications
      4. Grading, Drainage, and Landscape Plan
      5. Erosion Control Plan
      6. Miscellaneous Details
   b) Hydrologic and Hydraulic Analysis
   c) Review meeting with Client
   d) Provide an Engineer’s Opinion of Probable Construction Cost
   e) Permits
      1. Prepare plans as required by jurisdictional authorities and submit online
      2. Prepare Permim grading permit application form and submit online
      3. Prepare Permim grading permit narrative form and submit online
      4. Prepare NDEQ CSW-NOI form for submission by Client

3. **Bidding Phase**
   a) Assist Client with advertising the Project for public bids
   b) Respond to contractor inquiries during the bidding period
   c) Prepare and issue addenda as appropriate
   d) Attend pre-bid meeting on-site.
   e) Prepare letter of recommendation of award and assist with the preparation and execution

4. **Construction Phase**
   a) Provide contract administration as follows:
      1. Schedule and attend the Pre-construction Conference at the project site
2. Review Contractor pay requests
3. Perform construction observation (Estimated to be 10 site visits)
   a. Observe contractor’s work for conformance with plans
   b. Document completion of work items
   c. Generate report of activity for project record
   d. Record and report deficiencies to all parties and follow up on corrective measures
4. Review Contractor shop drawing submittals
5. Respond to Contractor Requests for Information
6. Perform site walk thru and prepare punchlist of items to be completed
7. Perform final walk thru to verify completion of all punchlist items
8. Issue Certificate of Completion

5. SWPPP Inspections
   a) Conduct inspections at least once every 7 calendar days or after 1/2” rain event. Inspections may be reduced to monthly in the winter if conditions warrant and permission is granted by City inspector (Estimated to be 20 site visits)
   b) Complete inspection report in Permix website. Distribute to all parties involved.
   c) Update SWPPP Manual as needed.

II. CRITERIA AND ASSUMPTIONS

A. This project will disturb greater than 1.0 acre; therefore, a NPDES permit and a Papillion Creek Watershed Partnership grading permit is required for this project. Erosion control inspections and reporting are required during construction, a minimum of once each 14 calendar days and within 24 hours of the end of a storm event of 0.5 inches or greater.

B. All application and filing fees are the responsibility of the Client.

C. Production and distribution of bidding documents will be the responsibility of the Client.

D. Schemmer will not be required to attend the Bid Opening and prepare a tabulation of bids received.

E. Design of any off-site improvements are not included in this scope of services.

F. The contractor will be responsible for the construction staking and materials testing. The specifications will specify the use of Schemmer for these services.
G. It is assumed that a PCSMP permit will not be required since this project will not add impervious surface to the site.

III. FEES

A. Basic Services (Items 1-4): Our proposed fee for performing the basic services indicated shall be an Hourly Fee to Schemmer in accordance with the terms set forth in the Master Agreement between Sarpy County and The Schemmer Associates Inc. for On-Call General Engineering Services dated December 15, 2015 and the current Schedule of Hourly Rates.

Not-to-Exceed Limits for Items 1-4

<table>
<thead>
<tr>
<th>Service</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Topographic Survey</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Design Phase</td>
<td>$11,300.00</td>
</tr>
<tr>
<td>Bidding Phase</td>
<td>$2,300.00</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>$3,900.00</td>
</tr>
</tbody>
</table>

B. Basic Services (Item 5): Our proposed fee for performing the basic services indicated shall be an amount of Two hundred and 00/100 dollars ($200.00) per each visit.

C. Additional Services: Additional Services as approved and directed by Client will be rendered by Schemmer on a lump sum or an hourly rate basis as agreed to at the time such services are requested. If services are to be provided per hourly rates, you will be invoiced in accordance with our current Schedule of Hourly Rates in effect at the time the Additional Services are requested plus reimbursable expenses for such services.

IV. ADDITIONAL REQUIREMENTS

A. Residency Verification: The Consultant agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Consultant is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.
B. Severability: The Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Consultant hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Consultant shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

C. Employee Classification Act
Each contractor who performs construction or delivery service pursuant to the contract hereby attests that (1) each individual performing services for such contractor is properly classified under the Employee Classification Act, (2) such contractor has completed a Federal I-9 Immigration Form and has such form on file for each employee performing services, (3) such contractor has complied with Nebraska State Statute 4-114, (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (5) as of the time of the contract, such contractor is not barred from contracting with the State of Nebraska or any political subdivision pursuant to Nebraska State Statute 48-2907 or 48-2912. Contractor shall follow the provisions of the Employee Classification Act. A violation of the act by such contractor is grounds for rescission of the contract by the County.

V. SCHEDULE
We understand that time is of the essence for this project and we stand ready to proceed upon receipt of an accepted agreement, required information and a notice to proceed.

We propose to have the Final Design documents within six weeks from receipt of the above items.

VI. ACCEPTANCE
This agreement can be accepted by someone authorized by Client signing where indicated below or by providing an electronic mail written acceptance.
Either means of acceptance signifies an acceptance of all terms and conditions contained within this agreement. Any other form of agreement that may be proposed by Client shall include these terms and conditions in full.

Sincerely,

THE SCHEMMER ASSOCIATES INC.

Robert DuVall, P.E.
Project Manager

Matthew J. Sutton, P.E.
Manager, Civil Engineering

ACCEPTED:
Sarpy County Nebraska authorized representative

BY: ____________________________
TITLE: Chairman, Sarpy County Board
DATE: 7/10/18

Approved as to Form:

Deputy County Attorney

Attachments (Survey Limits and Master Agreement between Sarpy County and The Schemmer Associates Inc. for On-Call General Engineering Services dated December 15, 2015)
BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA  

RESOLUTION APPROVING MASTER AGREEMENT WITH 'THE SCHEMMER ASSOCIATES INC.' FOR ON-CALL GENERAL ENGINEERING SERVICES  

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,  

WHEREAS, Sarpy County desires to enter into a Master Agreement ("Agreement") with THE SCHEMMER ASSOCIATES INC. for ON-CALL GENERAL ENGINEERING SERVICES, a copy of the Agreement is attached hereto; and,  

WHEREAS, entering into the Agreement with THE SCHEMMER ASSOCIATES INC. is in the best interests of the citizens of Sarpy County and the public.  

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Chairman of this Board, together with the County Clerk, is hereby authorized to execute on behalf of this Board the Master Agreement for on-call general engineering services with THE SCHEMMER ASSOCIATES INC. a copy of which is attached, and any other related documents, the same being approved and adopted by the Board.  

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 15th day of December 2015.  

Attest  

[Signatures]

Sarpy County Board Chairman  

County Clerk  

[Seal]
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, made this __________ day of ______________, 2015, by and between Sarpy County Nebraska hereinafter called the CLIENT, and THE SCHEMMER ASSOCIATES INC., hereinafter called the CONSULTANT, collectively referred to as the Parties.

The services to be performed hereunder are incidental to the following PROJECT:

Sarpy County
On-Call General Engineering Services

WITNESSETH: That for and in consideration of the mutual covenants and agreements hereinafter contained, the Parties hereto have mutually agreed and do agree as follows:

ARTICLE 1. SERVICES BY THE CONSULTANT

1.1 The CONSULTANT agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. CONSULTANT agrees to keep the CLIENT informed on its progress through periodic reports, and to maintain accurate records relating to its services in connection with this project.

1.2 The CONSULTANT agrees to provide, directly or by association with such other Consultants or Contractors as it may deem necessary to further the interest of the CLIENT, the basic services as described in Exhibit A – Scope of Services, attached hereto.

ARTICLE 2. RESPONSIBILITIES OF THE CLIENT

2.1 The CLIENT shall provide and make available to the CONSULTANT, for their use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the CONSULTANT shall remain the property of the CLIENT and will be returned upon completion of its services.

2.2 The CLIENT shall designate a representative who shall be fully acquainted with the Project and who shall have authority to render decisions relative to the CONSULTANT’S services as necessary for the orderly progress of the work. The representative shall be responsible for receiving and processing all information and documentation relative to the project on behalf of the CLIENT.

2.3 The CLIENT shall establish and maintain procedures for receiving, reviewing, recording, and acting on all information, documentation, payments, and acceptances of work and services relative to this project in an expeditious manner.
2.4 The CLIENT shall make provisions for the CONSULTANT to enter upon public and private properties as required for the CONSULTANT to perform its services hereunder.

ARTICLE 3. TIME OF PERFORMANCE

The services to be provided under this Agreement shall, unless otherwise provided, be commenced upon execution of this Agreement and be performed in general accordance with the information provided in Exhibit A. An individual schedule will be developed for each task order.

ARTICLE 4. COMPENSATION FOR SERVICES

The CLIENT agrees to compensate the CONSULTANT in accordance with the following schedule, and the Terms and Conditions of this Agreement:

4.1 For Basic Services as described in Article 1, Compensation shall be made on a time and materials basis per task order. This amount would be established as a “not to exceed” limit for each individual task order. The limit shall not be exceeded without prior written approval of the CLIENT.

4.2 Invoices submitted to the CLIENT will use the CONSULTANT’s current hourly rates in effect at the time the work is performed. Exhibit A provides the current standard hourly rates. Rates will be updated on an annual basis.

4.3 Unless otherwise provided herein, CONSULTANT shall submit invoices for Basic, Additional or Special Services and for Direct Expenses each month for work actually performed. The CLIENT agrees to pay the CONSULTANT within 60 days of the billing date. Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month which is an annual interest rate of 12%. In the event any portion of or all of an account remains unpaid 90 days after billing, the CONSULTANT may upon five (5) calendar days written notice to the CLIENT suspend performance of services under this Agreement. The CONSULTANT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. The CLIENT shall pay all costs of collection, including reasonable attorney’s fees.

ARTICLE 5. DELAYS

If the CONSULTANT is delayed at any time in the progress of work by any act or neglect of the CLIENT or its agents, employees or contractors, or by changes in the work, or by extended reviews by the CLIENT, fire, unavoidable casualties, or by any causes beyond the CONSULTANT’s control, the time schedule shall be extended for a reasonable length of time, and CONSULTANT’s compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, relocation of other expenses incidental to such delays.
ARTICLE 6. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the CONSULTANT in connection with this project are instruments of service for this project only and shall remain the property of the CONSULTANT whether the project is completed or not. The CONSULTANT shall furnish originals or copies of such work product to the CLIENT in accordance with the services required hereunder. Reuse of any of the work product of the CONSULTANT by the CLIENT on an extension of this project or on any other project without the written permission of the CONSULTANT shall be at the CLIENT'S risk and the CLIENT agrees to defend, indemnify and hold harmless the CONSULTANT from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse by the CLIENT or by others acting through the CLIENT.

ARTICLE 7. INSURANCE

During the course of the services, the CONSULTANT shall maintain Workmen's Compensation Insurance in accordance with the Workmen's Compensation laws of the State of Nebraska; Professional Liability Insurance with a minimum coverage of $1,000,000 per occurrence, $2,000,000 aggregate; Automobile Liability with a combined single limit coverage of $1,000,000; and Commercial General Liability of $1,000,000 per occurrence, $2,000,000 aggregate. Upon request, the CONSULTANT shall provide certificates of insurance to the CLIENT indicating compliance with this paragraph.

ARTICLE 8. TERMINATION

Either the CLIENT or the CONSULTANT may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar day's prior written notice. The CLIENT shall within sixty (60) calendar days of termination pay the CONSULTANT for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

ARTICLE 9. JOBSITE SAFETY

Neither the professional activities of the CONSULTANT nor the presence of the CONSULTANT or his employees and sub consultants at a construction site, shall relieve the General Contractor(s) or its subcontractor(s), and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the Contract Documents and any health or safety precaution required by any regulatory agencies.

The CONSULTANT and his personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. Except for employees of the CONSULTANT, the CLIENT agrees that the General Contractor(s) or its subcontractor(s) are responsible for jobsite safety.
ARTICLE 10. GOVERNING LAW

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law of the State of Nebraska.

ARTICLE 11. SUCCESSORS AND ASSIGNS

The CLIENT and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

ARTICLE 12. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the CONSULTANT and any other CONSULTANT or contractor or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

ARTICLE 13. NOTICES

All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address shown below. The date of service of a notice sent by mail shall be deemed to be the day following the date on which said notice is so deposited. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

THE SCHEMMER ASSOCIATES INC.
1044 North 115th Street, #300
Omaha, NE 68154

SARPY COUNTY, NEBRASKA
Sarpy County Engineer
15100 South 84th Street
Papillion, NE 68046

ARTICLE 14. STANDARD OF CARE AND INDEMNIFICATION

14.1 The CONSULTANT shall use reasonable professional skill and judgment in connection with services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the CONSULTANT, an error or omission is discovered within a reasonable time, the CONSULTANT shall be responsible for correcting said error or omission to meet the project
requirements, provided the CONSULTANT is given a reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The CONSULTANT will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided. Additional analysis elements for a study or changes in design components not related to the errors and/or omissions are examples of value added services.

14.2 Approval of CLIENT of any work shall not in any way relieve CONSULTANT of responsibility for the technical accuracy and adequacy of said services. The CLIENT'S review, approval or acceptance of, or payment for any of the services shall not operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

14.3 In providing opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the CONSULTANT'S qualifications, and experience. The CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

14.4 The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CONSULTANT'S negligent acts, errors or omissions in the performance of professional services under this Agreement and those of sub-consultants or anyone for whom the CONSULTANT is legally liable. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors or omissions and those contractors, subcontractors or consultants, for whom the CLIENT has legal liability, or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement.

ARTICLE 15. DISPUTE RESOLUTION (MEDIATION)

Not applicable.

ARTICLE 16. LIMITATION OF LIABILITY

To the fullest extent of the law, the CLIENT agrees to limit CONSULTANT liability for CLIENT damages to the sum of $50,000 or CONSULTANT'S fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
ARTICLE 17. SPECIAL PROVISIONS

The CONSULTANT agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The CONSULTANT is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

ARTICLE 18. NONDISCRIMINATION CLAUSE

Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. § 1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

ACKNOWLEDGMENT OF COMPLETE AGREEMENT: This Agreement includes pages consecutively numbered 1 through 6, and the attachments thereto, identified as:
Exhibit A – Scope of Services
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 15th day of December, 2015.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Sarpy County Clerk
Chairperson

Sarpy County Board of Commissioners

THE SCHEMMER ASSOCIATES INC.

Approved as to form:

Deputy County Attorney
Construction Storm Water Notice of Intent (CSW-NOI)

Permit Number: CSW-201802915

A. Project Description

Project Name: Sarpy County Landfill Stormwater Management
Physical Address: 14414 South 156th Street
County: Sarpy

B. Certification

The appropriate individuals must sign information submitted on this CSW-NOI form as required in NPDES General Permit NER160000 Part VI.D.6, and below or the application will not be authorized. If more than one certifying official, submit multiple copies of the following information.

All permit applications shall be signed as per Title 119, Chapter 13 Applications; Signatories as follows:

002.01 For a corporation. By a Responsible Corporate Officer, which means:
- A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or
- The manager of one of more manufacturing, production, or operating facilities, provided by the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long-term environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

002.02 For a partnership or sole proprietorship: By a general partner or proprietor, respectively.

002.03 For a municipality, State, Federal, or other public agency.
- By either a principal executive officer of the agency, or
- A senior executive officer having responsibility for the operations of a principal geographic unit of the agency.

Certifying Official:
“I certify, under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations.”

Certifying Official/Date: ____________________________ 7/31/18
Certifying Official, Company Name, Address, Email and Phone Number:

Don Kelly
First and Last Name
402-593-4155
Work Phone
402-593-4155
Cell Phone
1210 Golden Gate Drive #1250
Mailing Address
Sarpy County
Company Name/Applicant
Sarpy County Commissioner
Title
donkelly@sarpy.com
Email
Papillion, NE 68046
City, State, Zip Code

Certifying Official #2, Company Name, Address, Email, and Phone Number:

First and Last Name
Company Name/Applicant
Work Phone
Title
Cell Phone
Email
Mailing Address

Authorized Representative, Company Name, Address, Email and Phone Number:

First and Last Name
Company Name/Applicant
Work Phone
Title
Cell Phone
Email
Mailing Address

Project Proponent, Company Name, Address, Email and Phone Number:

First and Last Name
Company Name/Applicant
Work Phone
Title
Cell Phone
Email
Mailing Address
Readiness to Apply

Does a reasonable potential exist for permit authorization to be limited? □ YES ☑ NO

Storm Water Pollution Prevention Plan (SWPPP) Part III
a. Has a Storm Water Pollution Prevention Plan been developed for this project? ☑ YES □ NO
b. Has a qualified individual [Part III A] prepared the SWPPP? ☑ YES □ NO

Has the following been incorporated into the SWPPP?
c. Site and activity descriptions as per Part III B; ☑ YES □ NO
d. Sediment and pollution control measures and record keeping as per Part III C; ☑ YES □ NO
e. Erosion prevention measures and record keeping as per Part III C; ☑ YES □ NO
f. Inspections, maintenance of BMPs and associated record keeping as per Part III E, I-J; ☑ YES □ NO
g. Final stabilization addressed as per Part III M; ☑ YES □ NO
h. Does the SWPPP include documentation supporting a determination of permit eligibility with regards to endangered and threatened species and critical habitat? ☑ YES □ NO

C. Construction Site Description
a. Project Name: Sarpy County Landfill Stormwater Management
b. Physical Address: 14414 South 156th Street
   County: Sarpy
c. Project Type: Industrial
d. Project Size: Total Area 3.07 Area to be disturbed 2.09 (acres):
e. Identify surface waters within ½ mile of project boundary that will receive storm water or discharge from permanent storm water management system. Turtle Creek
f. Name of Receiving Waters: Turtle Creek
g. Waterbody Type: creek
h. Legal Description: Quarter of the Quarter, Section, Township N, Range Tax Lot 5 & PT Tax lot 6 section 15, township 13, range 11
i. SWPPP Designer, Company, Address and Phone Number:
   Rob DuVall
   Schemmer Associates, Inc.
   1044 N. 115th St.
   402-431-6369 rduvall@schemmer.com
ej. SWPPP Location: On-site
k. Project Start Date (approximate): 8/1/2018
   l. Project End Date (estimated): 8/1/2019
m. For sites previously authorized under a Construction Storm Water (CSW) permit and undergoing a transfer of owner and/or certifying official.
   List the previous NPDES CSW Permit Number:
THREATENED & ENDANGERED SPECIES
Guidance Checklist for
NPDES Construction Storm Water General Permit
#NER160000

Section I

1. Is this a renewable energy project (e.g., wind, solar, etc.)? □YES ☑NO

2. Is this a new municipal, industrial, commercial, or residential water supply project, waste water treatment facility, ethanol plant, or other new water use/development project? □YES ☑NO

3. Does the project discharge storm water to Salt Creek, Little Salt Creek, Rock Creek, or saline wetlands in Lancaster or Saunders County? □YES ☑NO

Section II

1. Is the project outside designated city limits or urban areas? ☑YES □NO

2. Is this project within 0.25 miles of a “Stream of Concern” or does it discharge to a “Stream of Concern”? □YES ☑NO

3. Will the project occur in a non-urban, perennially vegetated plant community within the range of American Burying Beetle? □YES ☑NO

4. Is the project located in mature woodlands along a river bluff within 5 miles of the Missouri River in the area stretching from the Kansas border to the Cedar-Dixon County Line? □YES ☑NO

5. Will project construction occur in or directly adjacent to open sand blowouts within the range of Blowout Penstemon? □YES ☑NO

6. Will project construction take place within 1 mile of Lodgepole Creek in Kimball County from the City of Kimball to the Wyoming-Nebraska state line? □YES ☑NO

7. Will project construction take place between April 15 and August 15 within the range of interior least tern and piping plover AND occur within 1/4 mile of a river with sandbars or active or recently active sand and gravel operation with bare sand substrate? □YES ☑NO
8. Will the project occur in a non-urban, perennially vegetated plant community within the range of Massasauga? □ YES □ NO

9. Will project construction take place between April 1 and June 15 within the range of Mountain Plover AND within ¼ mile of heavily grazed/disturbed short grass prairies/grasslands or in areas with very little cover such as tilled cropland, fallow fields, or prairie dog towns? □ YES □ NO

10. If the project is within the range of Northern Long-eared Bat, does it involve removing more than five trees which are equal to or greater than 3 inches in diameter at breast height (dbh), OR will the project occur within ½ mile of a known cave or a known active or inactive mine with tunnels? □ YES □ NO

11. Will project construction take place in non-urban areas within ½ mile of rivers, streams, sloughs, backwaters, wetlands, lakes or ponds within the range of River Otter? □ YES □ NO

12. Will project construction occur in or adjacent to wet meadows (including hay meadows), natively vegetated grasslands, or areas with sidehill seeps that would impact/alter the hydrology of such habitats within the range of Western Prairie Fringed Orchid? □ YES □ NO

13. Will project construction occur in or adjacent to wet meadows (including hay meadows), natively vegetated grasslands, or areas with sidehill seeps that would impact/alter the hydrology of such habitats within the range of Small White Lady’s Slipper? □ YES □ NO

14. Will project construction occur in a prairie, grassland, pasture, roadside ditch or fallow field within the range of Swift Fox where the vegetation is less than 6 inches in height? □ YES □ NO

15. Will project construction take place within the range of Ute ladies’-tresses OR alter the hydrology of wet meadows within the range of Ute ladies’-tresses? □ YES □ NO

16. Will project construction take place in non-urban areas between March 23 and May 10 or September 16 and November 16 within 1 mile of the Republican, Platte, Loup, Middle Loup, North Loup, or Niobrara Rivers OR within 1 mile of a wetland within the primary Whooping Crane migration corridor? □ YES □ NO

17. Further review needed by Nebraska Game & Parks Commission? □ YES □ NO

Section III

1. Are federal funds being used to develop this project? N/A
2. What is being constructed?

3. What is the current land use of the project area?

4. Is borrowed material needed?  N/A
   
   a. If so, will it be obtained on-site or off-site?  N/A

   b. If off-site, provide information regarding location, size, etc.  N/A

5. Will a temporary plant site, stockpile site, waste/construction debris disposal site, stockN/A yard, fly yard, laydown area, staging/storage site, vehicle/machinery parking area, etc. be needed?

   a. If so, provide the same information for these sites as was requested above for borrow sites.  N/A

6. Will access roads be developed as part of the project?  N/A

7. Will the project be constructed at night under artificial lighting?  N/A

8. Will new outdoor lighting be part of the project? If so, please explain and describe.  N/A

9. Are other permits needed for the project? If so, list which permits are needed and indicate if they have already been obtained.  N/A