




## LOWER PLATTE SOUTH natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581

P: 402.476.2729 • F: 402.476.6454 | www.lpsnrd.org

### Memorandum

**Date:** March 14, 2025  
**To:** Urban Subcommittee  
**From:** Drew Ratkovec, Projects Coordinator   
**Subject:** Urban Subcommittee Meeting Minutes – March 2025

The Urban Subcommittee met on March 12, 2025, at the NRD Office, at 5:00 pm. Subcommittee members participating included Dave Landis- committee chair, Gary Aldridge, Chuck Hassebrook, Stephanie Matejka, Susan Seacrest, and John Yoakum. Others participating included Director Bob Andersen, NRD staff Mike Sousek, David Potter, Bryce Jensen, Alex Lautenschlager, and Drew Ratkovec. Lindy Rogers from Houston Engineering was also in attendance. Director Landis called the meeting to order at 5:00 pm. There were two (2) items the Subcommittee took action on. A quorum was present for the meeting.

#### **A. Consideration of an Agreement for Professional Services with Houston Engineering for Oak Creek Drainage Structure Rehabilitation [ACTION]–**

Ratkovec presented background information on a failing drainage structure that penetrates the Oak Creek Berm located at the Interstate Lands Addition near 3301 NW 12<sup>th</sup> Street. Bryce Jensen, Land & Flood Control Operations Coordinator, met with Houston Engineering on-site to investigate the structure and discuss a scope of services. Since then, Houston provided a scope of services for engineering and design but does not include bidding and construction services. If approved, Houston will begin survey and analysis to determine the extent of the rehabilitation and provide alternatives to repair the structure. Lindy Rogers discussed what likely caused this drainage structure to fail with the best-case scenario of only having to replace a section of pipe versus the entire structure. 404 permitting will be needed for a full replacement if identified. It was noted that Legal Counsel reviewed the agreement. Questions and discussion followed about the proposal process.

- Work Type: Professional Services – Drainage Structure Rehabilitation
- Budget: Included in FY25 Budget
- Funding: NRD
- Proposal: \$29,569.00– Houston Engineering Inc.
- Start: Upon Board Approval/March 2025
- Completion: FY25/June 2025
- Bid Using Budget/List of Consultant’s Hourly Rates & Tasks
- Delays: Weather, Permitting
- Permits: USACE 404 & City of Lincoln Floodplain Permit
- Access: No Concerns
- Payers, Players, & Partners: NRD, Houston
- Legal Counsel Review: Yes
- Deliverables: Project Management, Site Investigation, Final Design, and Permitting

**It was moved by Yoakum, seconded by Seacrest, and approved 5-1 (Aldridge voting no) by the Urban Subcommittee to recommend that the Board of Directors approve the Agreement for Professional Services with Houston Engineering for Oak Creek Drainage Structure Rehabilitation for \$29,569.00, Pending Legal Counsel Review.**

**B. Consideration of Bids for Antelope Valley Sediment Pile Removal [ACTION]–**

Every three years the NRD removes sediment material from the Antelope Valley Project between N and J Streets, which includes the weir structure. Alex Lautenschlager, along with other NRD staff, recently completed the project to remove the sediment from the channel and stockpiled it in two locations. A contractor will then be hired to haul the stockpiled material from the sites. District staff received two bids with Brandt Excavating being the low bid at \$27,693.00. Brandt Excavating has performed satisfactory work on similar projects for the District in the past. A video was provided to show the sediment piles as well as the crews working in the channel. Questions and discussion followed about the location of where the sediment will be hauled, the proposal process, and the equipment capabilities the NRD has for hauling sediment.

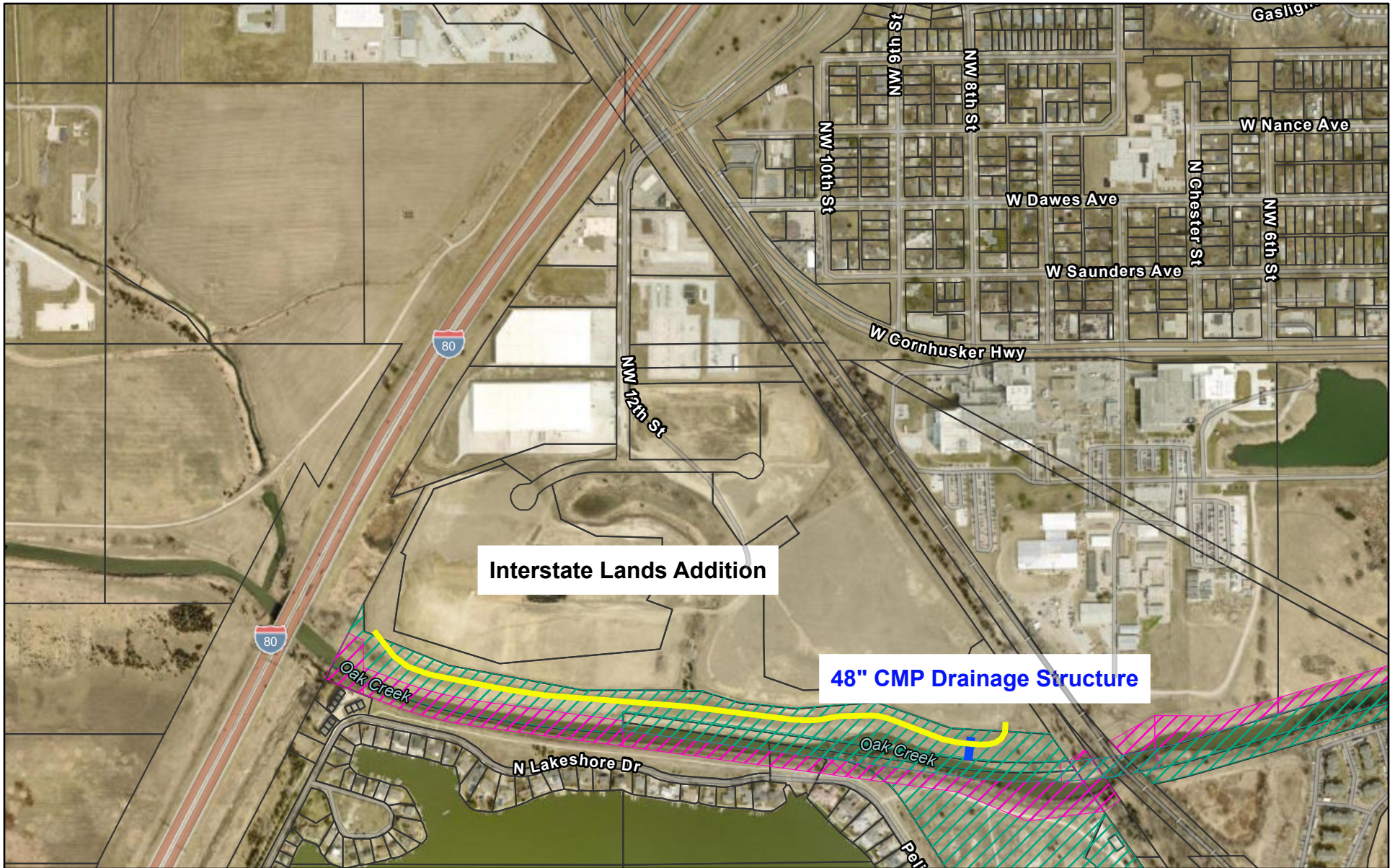
- Work Type: Construction – Sediment Removal
- Budget: Included in FY25 Budget
- Funding: NRD
- Proposal: \$27,693.00- Brandt Excavating
- Start: Upon Board Approval/March 2025
- Completion: End of FY25/June 2025
- Bid Using Lump Sum
- Delays: Weather
- Permits: N/A.
- Access: No Concerns- Easements/Agreements in place between NRD, City of Lincoln, and Speedway Properties.
- Payers, Players, & Partners: NRD, Brandt Excavating, City of Lincoln (for access), Speedway Properties (for access)
- Deliverables: Sediment Piles Removed/Hauled off. Cleaned out Channel Project

**It was moved by Seacrest, seconded by Hassebrook, and approved 6-0 by the Urban Subcommittee to recommend that the Board of Directors approve the low bid from Brandt Excavating for \$27,693.00 for Antelope Valley Sediment Pile Removal.**

The meeting adjourned at 5:14 pm.

cc: Bob Andersen  
Corey Wasserburger

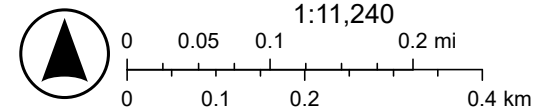
# Oak Creek Drainage Structure Rehabilitation/Replacement



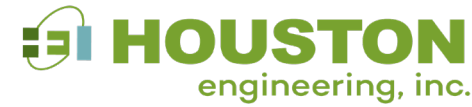
3/6/2025

- Land Rights NRD  Counties (Ipsnrd)
- Deed
- Easement
- Parcels
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery

- High Resolution 30cm Imagery
- Citations
- 2.4m Resolution Metadata



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Eagleview, Lancaster County, NE



**Scope of Services and Payments to Engineer for Services and Reimbursable Expenses**  
**Oak Creek Drainage Structure Rehabilitation/Replacement**  
 Lower Platte South NRD  
 Lincoln, Nebraska  
 3/3/2025

Tasks	Houston Engineering							Subtotal Hours	Subtotal Fees	Task Total
	Prj Manager	Prj Engineer	Prj Engineer	Prj Engineer	EI	Admin	Houston Expenses			
	Rogers	Kaufman	Suing	VanHove	Huscroft/Winkel					
	\$269	\$260	\$206	\$194	\$164	\$125				
<b>No. Project Management</b>										
1.1 Contract Approval <sup>1</sup>	8							\$70	8	\$ 2,222.00
1.2 Monthly Invoicing & Project/Schedule Update (3 months)	3						3		6	\$ 1,182.00
1.3 Client Meeting <sup>2</sup>	4							\$70	4	\$ 1,146.00
1.4 Project Team QA/QC		4							4	\$ 1,040.00
<b>Project Management Task Total</b>	\$4,035	\$1,040	\$0	\$0	\$0	\$375	\$140			\$5,590
<b>No. Site Investigation and Final Design</b>										
2.1 Penetration, Utilities, Site Investigation, and Survey <sup>3</sup>	1	6	6		12			\$500	25	\$ 4,297.00
2.2 Hydrologic and Hydraulic Analysis	1			2	6				9	\$ 1,641.00
2.3 Construction Documents and Specifications	8			16	40				64	\$ 11,816.00
2.4 Final Opinion of Probable Construction Costs	1				4				5	\$ 925.00
<b>Site Investigation and Final Design Task Total</b>	\$2,959	\$1,560	\$1,236	\$3,492	\$10,168	\$0	\$500			\$19,915
<b>No. Permitting</b>										
3.1 USACE 404 Permit Documentation <sup>4</sup>		3			4				7	\$ 1,436.00
3.2 City of Lincoln Floodplain Development Permit	4			8					12	\$ 2,628.00
<b>Permitting Task Total</b>	\$1,076	\$780	\$0	\$1,552	\$656	\$0	\$0			\$4,064
<b>Subtotal Hours</b>	30	13	6	26	66	3	\$640			
<b>Subtotal Costs</b>	\$8,070	\$3,380	\$1,236	\$5,044	\$10,824	\$375	\$640			\$29,569

Assumptions:

- <sup>1</sup> Includes attendance at LPSNRD Sub-committee and Board meetings for contract approval.
- <sup>2</sup> Includes 1 in-person meeting with the client to review design plans and determine bidding and construction schedule.
- <sup>3</sup> Includes video inspection of the culvert using HEI's pipe crawler.
- <sup>4</sup> Assumes project falls within constraints of NWP(s) with no pre-construction notification (PCN) requirement. Includes desktop analysis and documentation of impacts to Waters of the US (WOUS) and threatened and endangered species. Does not include a complete wetland delineation or report or submittal of a 404 permit application.



**Time Schedule Chart**  
**Oak Creek Drainage Structure Rehabilitation/Replacement**  
 Lower Platte South NRD  
 Lincoln, Nebraska  
 3/3/25

		<b>Project Schedule</b>									
		<b>FY 2025</b>					<b>FY 2026</b>				
		<b>2025</b>									
<b>Milestone</b>		<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
NRD Contract Award		★									
Site Investigation		←→									
Final Design		←-----→									
Permitting		←-----→									
Bid Phase Services <sup>1</sup>					←-----→						
Construction Phase Services <sup>1</sup>									←-----→		

Note 1 - Bid Phase and Construction Phase services can take place any point within the shown timeline. Bid Phase and Construction Phase services should extend approximately 6 weeks per phase. Due to the flood risk associated with Oak Creek, it is recommended that the Construction Phase takes place outside of flood season (March 1st to October 1st).



PROFESSIONAL SERVICES AGREEMENT

PROJECT: Oak Creek Drainage Structure HOUSTON ENG JOB #: R000173-0016
CLIENT: Lower Platte South NRD
ADDRESS: 3125 Portia Street, Lincoln, NE 68521
CONTACT: Bryce Jensen TEL: 402.476.2729 Tax ID:
CLIENT EMAIL: bjensen@lpsnrd.org
CONSULTANT: Houston Engineering, Inc.
ADDRESS: 12702 Westport Parkway #300, Omaha, NE 68154
CONTACT: Lindy Rogers, PE TEL: 402.934.8475 FAX:

PROJECT DESCRIPTION: Rehabilitation and or replacement of sections of a culvert within the Oak Creek Flood Control Berm. Project includes televising the culvert, site investigation/survey, final design, construction specifications, and permitting requirements for the project.

[X] SCOPE OF SERVICES (By task assignment) [ ] SCHEDULE (See Attachment)

COMPENSATION:

The total compensation under this Agreement.
Task orders under this agreement can be authorized via email or written letter.

[ ] LUMP SUM. Compensation for these services shall be a Lump Sum of \$\_\_\_\_\_.

[X] TIME AND MATERIALS. Compensation for these services will not exceed \$29,569.00 without written authorization and will be based on the following option (per the attached Budget or List of Hourly Rates), and Reimbursable Expenses based on actual costs incurred and approved by Houston Engineering and as authorized in writing by Client.

[ ] Consultant's Direct Job Wages times a factor of \_\_\_\_\_. [X] Budget/List of Consultant's Hourly Rates.

[ ] COST PLUS FIXED FEE. Compensation for these services shall be Subconsultant Cost plus a fixed professional fee, including Reimbursable Expenses. The estimated compensation for services is \$ \_\_ plus a fixed fee of \$ \_\_\_\_\_ for a total of \$ \_\_\_\_\_.

COMPENSATION DETAIL (As per task assignment) SCHEDULE OF PAYMENTS (See Following Pages)

SERVICES AUTHORIZED BY: [X] Execution of Agreement or [ ] Amendment(s) and/or NTP

EXECUTION: Execution of this document by duly authorized representatives of Houston Engineering, Inc., and CLIENT, including Houston Engineering's Standard General Terms and Conditions (attached) and any other attachments, Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties.

CONSULTANT: Houston Engineering, Inc. CLIENT: Lower Platte South NRD
BY: Melinda C. Rogers, PE, BY: Mike Sousek
SIGNATURE: [Signature] SIGNATURE:
TITLE: Vice Principal/Principal Engineer TITLE: General Manager
DATE: 3 March 2025 DATE:

## HOUSTON ENGINEERING, INC STANDARD CONDITIONS

**SERVICES.** Houston Engineering will perform services for the Project as set forth in attachment and in accordance with these Terms & Conditions. Houston Engineering has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Houston Engineering in performing their services.

**AUTHORIZED REPRESENTATIVES.** The officer assigned to the Project by Houston Engineering is the only authorized representative to make decisions or commitments on behalf of Houston Engineering. The Client shall designate a representative with similar authority.

**PROJECT REQUIREMENTS.** The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Houston Engineering at Project inception. Houston Engineering will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**SITE ACCESS.** The Client shall obtain all necessary approvals for Houston Engineering to access the Project site(s).

**PERIOD OF SERVICE.** Houston Engineering shall perform the services for the Project in a timely manner consistent with sound professional practice. Houston Engineering will strive to perform its services according to the Project schedule set forth in attachment. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Houston Engineering shall be entitled to an extension of time and compensation adjustment for any delay beyond Houston Engineering control.

**COMPENSATION.** In consideration of the services performed by Houston Engineering, the Client shall pay Houston Engineering in the manner set forth in attachment. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Houston Engineering.

**PAYMENT TERMS.** Houston Engineering shall submit monthly invoices for services performed and Client shall pay the full invoice amount within thirty (30) days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) days of the invoice date. Houston Engineering shall be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to Houston Engineering is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) days shall give Houston Engineering the right to stop work until payments are current. Non-payment beyond seventy (70) days shall be just cause for termination by Houston Engineering.

**ADDITIONAL SERVICES.** The Client and Houston Engineering acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Houston Engineering shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

**INDEPENDENT CONSULTANT.** Houston Engineering shall serve as an independent consultant for services provided under this agreement. Houston Engineering shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by Houston Engineering.

**HOUSTON ENGINEERING, INC STANDARD CONDITIONS**

**STANDARD OF CARE.** Services provided by Houston Engineering will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. Houston Engineering will not be liable for the cost of any omission that adds value to the Project.

**COMPLIANCE WITH LAWS.** HOUSTON Engineering shall perform its services consistently with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, HOUSTON Engineering shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

**PERMITS AND APPROVALS.** Houston Engineering will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

**OWNERSHIP OF DOCUMENTS.** Documents prepared by Houston Engineering for the Project are instruments of service and shall remain in the property of Houston Engineering. Record documents of service shall be based on the printed copy. Houston Engineering will furnish documents electronically; however, the Client releases Houston Engineering from any liability that may result from documents used in this form. Houston Engineering shall not be held liable for reuse of documents for any purpose other than those intended under the Project.

**INSURANCE.** Houston Engineering will maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

Worker's Compensation	As required by applicable state statute
Commercial General Liability	\$1,000,000 per occurrence (bodily injury including death and property damage)  \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit for bodily injury and property damage
Professional Liability	\$1,000,000 each claim and aggregate
Excess Liability/Umbrella Coverage	\$2,000,000 per occurrence

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Houston Engineering shall be a named insured on those policies where Houston Engineering may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

**WAIVER OF SUBROGATION.** Houston Engineering, INC affirmatively agrees to obtain waiver of subrogation against the client and name the client as an additional insured on the Commercial General Liability and Automobile policies.



## HOUSTON ENGINEERING, INC STANDARD CONDITIONS

**INDEMNIFICATION AND HOLD HARMLESS.** Houston Engineering, INC shall indemnify and hold harmless the Client and its employees and agents from any and all liability, settlements, loss, defense costs, and expenses in connection with any action, suit, or claim resulting from the negligent acts, errors, or omissions in services provided pursuant to this Agreement by Houston Engineering, INC its employees, or Subconsultants and/or subcontractors. Client shall indemnify and hold harmless Houston Engineering, INC and its employees and agents from any and all liability, settlements, loss, defense costs, and expenses in connection with any action, suit, or claim resulting from the negligent acts, errors, or omissions in services provided pursuant to this Agreement by the Client, its employees, or subconsultants and/or subcontractors. However, if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of Houston Engineering, INC, and the Client, this indemnification applies only to the extent of the negligence of Houston Engineering, INC.

**LIMITATION OF LIABILITY.** To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, Subconsultant and all other negligent entities and individuals.

**LEGAL EXPENSE.** In the event that either party takes legal action against the other that is not prosecuted, is dismissed, or if the decision is rendered for the other party, the party taking legal action agrees to pay the other their attorney fees, court costs, and defense expenses that are allowable under Nebraska state law, within thirty (30) days of the court action.

**CONSEQUENTIAL DAMAGES.** Neither the Client nor Houston Engineering shall be liable to the other for any consequential damages regardless of the nature or fault.

**ENVIRONMENTAL MATTERS.** The Client to its knowledge has disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Houston Engineering shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Houston Engineering from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Houston Engineering.

**COST OPINIONS.** If included in the scope of service, Houston Engineering shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Houston Engineering acknowledge that actual costs may vary from the cost opinions prepared and that Houston Engineering offers no guarantee related to the Project cost.

**INDEPENDENT COUNSEL.** The Client agrees to obtain independent legal and financial counsel for the Project considering Houston Engineering does not furnish these services.

**CONTRACTOR SELECTION.** Houston Engineering may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is their sole responsibility.

**SHOP DRAWING REVIEW.** If included in the scope of service, Houston Engineering shall review shop drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the

## HOUSTON ENGINEERING, INC STANDARD CONDITIONS

Project. Houston Engineering shall not be liable for the performance of, or consequential damages of any equipment furnished by the contractor under the Project.

**CONSTRUCTION REVIEW.** If included in the scope of service, Houston Engineering shall observe the progress and content of the work to determine if the work is proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of work at the Project site shall not make Houston Engineering responsible for the work performed by another party; the means, methods, techniques, sequences, or procedures selected by another party; nor the safety precautions or programs of another party.

**REJECTION OF WORK.** Houston Engineering may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

**SAFETY.** Houston Engineering shall be responsible solely for the safety precautions or programs of its employees and no other party.

**INFORMATION FROM OTHER PARTIES.** The Client and Houston Engineering acknowledge that Houston Engineering will rely on information furnished by other parties in performing its services under the Project. Houston Engineering shall not be liable for any damages that may be incurred by the Client in the use of third party information.

**CONSTRUCTION RECORD DRAWINGS.** If included in the scope of service, Houston Engineering will deliver drawings to the Client incorporating information furnished by construction contractors. In that construction record drawings are based on information provided by others, Houston Engineering cannot and does not warrant their accuracy.

**FORCE MAJEURE.** Neither party will hold the other responsible for damages or delay caused by Acts of God, acts of war, strikes, accidents, or other events beyond the other's control.

**DISPUTE RESOLUTION.** The Client and Houston Engineering agree that they shall diligently pursue resolution of all disagreements within forty-five (45) days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Houston Engineering shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

**SUSPENSION OF WORK.** The Client may suspend services performed by Houston Engineering with cause upon fourteen (14) days written notice. Houston Engineering shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Houston Engineering all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Houston Engineering shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**TERMINATION.** The Client or Houston Engineering may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Houston Engineering shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Houston Engineering all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

## HOUSTON ENGINEERING, INC STANDARD CONDITIONS

**GOVERNING LAW.** The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

**ASSIGNMENT.** Neither party shall assign its rights, interests, or obligations under the Project without the express written consent of the other party.

**WAIVER OF RIGHTS.** The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

**WARRANTY.** Houston Engineering warrants that it will deliver products under the Project within the standard of care. Houston Engineering provides no other expressed or implied warranty.

**SEVERABILITY.** Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Houston Engineering will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**SURVIVAL.** All provisions of these terms that allocate responsibility or liability between the Client and Houston Engineering shall survive the completion or termination of services for the project.

**ANTI-DISCRIMINATION.** Neither Houston Engineering or its subcontractors shall discriminate against any of their employees or applicants for employment, to be employed in the performance of this Agreement, with respect to their hire, tenure, terms, conditions, or privileges of employment, because of their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.



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Assumptions:

- <sup>1</sup> Includes attendance at LPSNRD Sub-committee and Board meetings for contract approval.
- <sup>2</sup> Includes 1 in-person meeting with the client to review design plans and determine bidding and construction schedule.
- <sup>3</sup> Includes video inspection of the culvert using HEI's pipe crawler.
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## Memorandum

**Date:** March 7, 2025  
**To:** Drew Ratkovec, Project Manager  
**From:** Alex Lautenschlager, Land Management Maintenance Technician  
**Subject:** Antelope Valley Sediment Haul Off Proposals

---

I contacted three excavation companies around the Lincoln, NE area requesting proposals to load out and haul sediment that was piled in the Antelope Valley right-of-way. District staff removed the sediment from the Antelope Creek channel as part of Antelope Valley maintenance between “J” and “N” Streets. The District is not supplying a waste site for the material removed from the creek channel. Waste sites are to be coordinated by the contractor with the only exception that the material cannot be placed back into the floodplain. Waste sites were submitted by contractors at the request of staff and were considered as part of the recommendation.

Contractors were requested to base their proposals on using wheel loaders and dump trucks. Below are the excavation companies that were contacted and their proposal amounts:

Brandt Excavating	\$27,693.00
Gana Excavating	\$28,968.36
General Excavating	No proposal received

Staff recommends accepting the proposal from Brandt Excavating for \$27,693.00.

cc: Bryce Jensen, Land and Flood Control Operations Coordinator



1900 Center Park Rd. • P.O. Box 23014 • Lincoln, NE 68542-3014

Phone: 402-474-4113

Fax: 402-474-4116

Email: khris@Brandtexcavating.com

## Antelope Creek Haul-off

Line Number	Description	Quantity	Unit	Unit Price	Total Amount
1	Loading material & hauling off	1.00	LS	\$27,693.00	\$27,693.00
				Total Bid	\$27,693.00

### Exclusions

Granular base or fill, fine grading & seeding, any and all backfill, over excavation not specified above, footing excavation and footing backfill, removal of contaminated or unsuitable soils, de-watering, surveying, performance & payment bond not included, no sub-grade prep, utility relocates or abandonments, swppp plan, pavement sawing, testing, spoil removal, traffic control, lane closure, underground tanks, grass seeding.

If you have any questions , please feel free to contact me at (308) 414-2097.



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