



## LOWER PLATTE SOUTH natural resources district

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### Memorandum

**Date:** September 9, 2022  
**To:** Urban Subcommittee  
**From:** Mark Lindemann, District Engineer  
**Subject:** Urban Subcommittee Background Information – September 2022

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The Urban Subcommittee will be meeting on Monday, September 12, 2022, at the NRD Office, at 5:30 pm to review, discuss and take action on several items. The following summarizes the items to take action on at the meeting. Please find the attached background information on these items; the red letters shown on the upper right of the attachments help denote which item below they relate to.

**11a. Consideration to approve the Lincoln Watershed Comprehensive Master Plan [ACTION]** – Since 2000, the NRD has partnered with the City of Lincoln to develop Master Plans for the fourteen (14) watersheds in the Lincoln and future growth areas in Lancaster County. These Master Plans helped to identify and evaluate watershed management projects that are consistent with the City and NRD's goals and priorities that focus on flood risk reduction, stream stability, and water quality. The Comprehensive Watershed Master Plan provides a status update of the remaining capital improvement projects (CIPs) and a revised prioritization of these remaining projects to support the continued implementation of the CIPs. On August 9, 2022, the City, NRD, and JEO held a Public Open House to aid in informing the public and answer any questions presented. JEO, will provide a brief presentation that summarizes the Comprehensive Master Plan. After review, the committee will be asked to consider a recommendation of approval to the Board. The City Watershed Management Division will also be taking the Comprehensive Watershed Master Plan to City Council for approval.

The Subcommittee will consider a motion to recommend that the Board of Directors approve the Lincoln Comprehensive Watershed Master Plan.

**11b. Consideration of landrights acquisition processes and appraisal proposal for the South Salt Creek 6 Master Plan Project. [ACTION]** – On August 17, 2022, staff from Intuition & Logic, City of Lincoln, and NRD performed a 65% plan review and project site review for Salt Creek Master Plan Stream Stability Project #6. During these reviews it was determined that temporary easements will be necessary for construction access and staging and permanent easements will be required for future maintenance. Intuition & Logic has identified and drafted the landrights needed for the proposed project. The NRD has received a proposal from Kubert Appraisal Group, P.C., at a cost of \$2,800 for each tract for the properties of Ronald L. and Judeen Oelling, City of Lincoln, and Lancaster County, totaling \$8,400. The City of Lincoln has indicated an appraisal is not necessary for their tracts. See attached proposal from Kubert Appraisal and site maps from Intuition and logic.

The Subcommittee will consider a motion to recommend that the Board of Directors authorize staff to begin the acquisition of landrights for the South Salt Creek #6 Stream Stability project and approve the professional services agreement with Kubert Appraisal Group, P.C., at a cost not to exceed \$8,400, subject to legal counsel review.

**11c. Consideration of bids for Site Demo and Grading of Wilson Property – Antelope Creek 40<sup>th</sup> to Scott Avenue. [ACTION]** – On August 17, 2022, the Board of Directors approved the consideration to acquire a temporary construction easement on the Wilson property in exchange for site demolition and grading on the property. To prepare the property to be ready for the upcoming Antelope Creek repair project, NRD staff solicited proposals from three Contractors to perform this work and one bid was received by September 2, 2022. Gana Construction provided the only bid at \$26,112 (see attached location map and bid).

The Subcommittee will consider a motion to recommend that the Board of Directors approve the Bid Proposal by Gana Construction Company in an amount not to exceed \$26,112 for site demo and grading services on the Wilson property to enable use as temporary construction access for the Antelope Creek 40<sup>th</sup> – Scott Avenue project.

**11d. Consideration of a Professional Services Agreement with Houston Engineering for the Salt Creek Levee Drainage Pipe Replacement near South Street (STA 98+25L)- [ACTION]** – This Salt Creek Levee Drainage Replacement project addresses a 36” Corrugated Metal Pipe (CMP) near South Street (see attached map). The pipe was previously inspected by FYRA (now Houston Engineering) and was identified with an unacceptable “U” rating in the 2020 USACE Salt Creek Levee Inspection, and is listed in the District’s SWIF (System Wide Improvement Framework) Plan as an item to address. NRD staff contacted Houston, who has completed similar projects along Salt Creek Levee, to provide a proposal for professional services for design, permitting, bidding services, construction observation, provide as-built drawings, and O&M Addendums upon project completion, at a cost not to exceed \$45,334. See attached agreement from Houston Engineering dated August 29th, 2022.

The Subcommittee will consider a motion to recommend that the Board of Directors approve the Professional Services Agreement with Houston Engineering, in an amount not to exceed \$45,334 for professional services on the Salt Creek Levee Drainage Pipe Replacement Project near South Street (STA 98+25 L).

**11e. Consideration of a Professional Services Agreement with Houston Engineering for the Salt Creek Levee Driveway Access near “A” Street (STA 126+27L to 127+82L) - [ACTION]** – The NRD is the local sponsor of the Salt Creek Levee system in Lincoln, originally constructed by the U.S. Army Corps of Engineers (USACE). Part of the local sponsor’s responsibility is to maintain proper Operation and Maintenance of the Levee, including access. There is currently limited access on the left bank when crossing “A” Street with the BNSF railroad property blocking a direct connection to the left bank north of “A” Street. Currently the NRD has an agreement with the owner of the adjacent Star City Storage business to drive through their fenced property during business operating hours. Outside of operating hours would require unauthorized crossing over the railroad property. NRD staff contacted Houston, who has done a previous investigation of the local property ownership and boundaries, for professional services for a new unrestricted driveway access to the levee. These services include the design, coordination with the railroad, bidding, construction observation, provide as-built drawings, and O&M Addendums upon project

completion, at a cost not to exceed \$62,100. See attached agreement from Houston dated August 29, 2022.

The Subcommittee will consider a motion to recommend that the Board of Directors approve the Professional Services Agreement with Houston Engineering, Inc., in an amount not to exceed \$62,100 for professional services on the Salt Creek Levee Driveway Access Project near “A” Street (STA 126+27L to 127+82L).

**11f. Consideration of a Professional Services Agreement with Houston Engineering for the Salt Creek Levee Drainage Pipe Repair and Replacement of two pipes near “P” Street (STA 183+86L & 184+90R)- [ACTION]** – This Salt Creek Levee Drainage Replacement project addresses a 15” Reinforced Concrete Pipe (RCP) and a 10” pipe of varying material near “P” Street (see attached map). The pipes were previously inspected by Houston Engineering and were identified with unacceptable “U” ratings in the 2020 USACE Salt Creek Levee Inspection, and are listed in the District’s SWIF (System Wide Improvement Framework) Plan as items to address. NRD staff contacted Houston, who has completed similar projects along Salt Creek Levee, to provide a proposal for professional services for design, permitting, bid preparation and landowner coordination, at a cost not to exceed \$63,802. See attached agreement from Houston Engineering dated August 29th, 2022.

The Subcommittee will consider a motion to recommend that the Board of Directors approve the Professional Services Agreement with Houston Engineering, in an amount not to exceed \$63,802 for engineering services on the Salt Creek Levee Drainage Pipe Repair and Replacement Project near “P” Street (STA 183+25 L & 184+90R).

**11g. Consideration of a Professional Services Agreement with Houston Engineering for the Salt Creek Levee Drainage Pipe Repair near Haymarket Park (STA 216+50R)- [ACTION]** – This Salt Creek Levee Drainage Replacement project addresses a twin 72” RCP near Haymarket Park (see attached map). The pipes were previously inspected by Houston Engineering and identified with an unacceptable “U” rating in the 2020 USACE Salt Creek Levee Inspection, and is listed in the District’s SWIF (System Wide Improvement Framework) Plan as an item to address. NRD staff contacted Houston, who has completed similar projects along Salt Creek Levee, to provide a proposal for professional services for design, permitting, bid, construction observation, provide as-built drawings, and O&M Addendums upon project completion, at a cost not to exceed \$48,962. See attached agreement from Houston Engineering dated August 31<sup>st</sup>, 2022.

The Subcommittee will consider a motion to recommend that the Board of Directors approve the Professional Services Agreements with Houston Engineering, in an amount not to exceed \$48,962 for professional services on the Salt Creek Levee Drainage Pipe Repair Project near Haymarket Park (STA 216+50 R).

**11h. Consideration of a Professional Services Agreement with Intuition & Logic for the Lynn Creek Master Plan Stream Stability Project #9 – North 9<sup>th</sup> Street near Parkview Apartments. [ACTION]** – The stream channel of Lynn Creek that passes through the Parkview Apartments at North 9<sup>th</sup> Street has experienced some channel erosion at the right bank near the pipe outfall and encroaching a parking area and undermining apartment utilities. Intuition and Logic has done the previous Master Plan work for the Lynn Creek watershed and is familiar with the area. Intuition and Logic met onsite with NRD staff to review the project and has provided a proposal for professional services. Intuition and Logic’s proposal will provide design, plan development, permitting, landrights coordination, and bidding services, at a cost not to exceed \$91,041. See attached proposal from Intuition and Logic received September 9, 2022.

The Subcommittee will consider a motion to recommend that the Board of Directors approve the Professional Services Agreement with Intuition and Logic Engineering, Inc., in an amount not to exceed \$91,041 for engineering services for the Lynn Creek Master Plan Stream Stability Project #9 near 9<sup>th</sup> Street.

Enclosures;

cc: Steve Seglin  
Corey Wasserburger  
Deb Eagan

## EXECUTIVE SUMMARY

Between 2000 and 2018, the City of Lincoln (City) and the Lower Platte South Natural Resources District (NRD) developed Watershed Master Plans for all watersheds in the City of Lincoln and its future growth areas, including portions of Lancaster County where applicable. An overview of previously master planned areas is shown on Figure ES-1; collectively these represent over 200,000 acres of master planned watershed area within the City of Lincoln and Lancaster County. The plans for these 14 watersheds have been used to identify and evaluate watershed management projects and recommendations consistent with City and NRD priorities. The Watershed Master Plans focus on the City and NRD mission and watershed management focus areas, including flood risk reduction (water quantity), stream stability, and water quality. As a result of these evaluations, the City and NRD have developed a capital improvement project (CIP) program, which is being implemented on an ongoing basis.

The 14 Watershed Master Plans resulted in identification of 209 watershed management CIPs. Since 2000, 60 projects have been completed, 106 remain proposed and the remaining have either been combined or were determined to no longer be necessary. The total value of completed projects to date is \$23.0 Million (2021 Dollars). A summary of completed projects by type is included in Table ES-1.

As the number of projects increased with each plan, there became a need to prioritize them based on funding availability and other technical considerations. In 2006 a prioritization methodology was developed, which helped inform project implementation. The prioritization methodology was updated as part of this project and was applied to the remaining projects. This Comprehensive Watershed Master Plan (Plan) focuses on an updated CIP prioritization to support ongoing watershed management priorities and implementation of proposed CIPs.

To support discussions regarding prioritization approach revisions, a Technical Advisory Committee (TAC) was created for the Plan development process. Two meetings with the TAC were held to discuss the various scope tasks, with a focus on the prioritization methodology and project scoring. Existing methodology considerations, as well as those preliminarily discussed within the Plan update process were presented to the group with feedback requested. In addition to the TAC collaboration, a public meeting was held to discuss the planning efforts and project updates, as well as provide an opportunity for the public to provide comment.

The CIP and prioritization review process included the 106 remaining proposed projects. The conceptual costs for each project were updated to reflect 2021 dollars at the time of evaluation. This update was completed based on inflation factors and actual project costs since the original plans. Note, an increase in inflation rates during 2022, and beyond, may impact actual costs.

**Table ES- 1 Completed and Proposed Watershed Master Plan Projects**

<b>Project Status</b>	<b>Project Type</b>	<b># of Projects</b>	<b>Cost (2021 Dollars)</b>
<b>Completed</b>	Flood Risk Reduction	15	\$4,700,000
	Stream Stability	27	\$14,100,000
	Water Quality	18	\$4,200,000
	<b>TOTAL</b>	<b>60</b>	<b>\$23,000,000</b>
<b>Proposed</b>	Flood Risk Reduction	5	\$19,400,000
	Stream Stability	90	\$26,000,000
	Water Quality	10	\$1,700,000
	Miscellaneous	1	\$80,000
	<b>TOTAL</b>	<b>106</b>	<b>\$47,180,000</b>

A summary of the current proposed projects is provided on Figure ES-1 and in Table ES-2.

The Plan also included a review of selected watershed management activities that support CIP implementation. This review focused on the following items which are integral to the ongoing watershed management approach for the City.

1. Hydrologic and hydraulic analyses – review of best available data and conceptual assessment of how the effective data supports watershed management.
2. Minimum Flood Corridor (MFC) – application and evaluation of MFC mapping impacts based on proposed policies.
3. Stream restoration, including grade control – evaluation of stream management policy and approach recommendations to support effective long term stream corridor management, enhancement, and restoration to promote a sustainability policy rather than reactive projects.
4. NFIP Community Rating System (CRS) – evaluation of additional points opportunities to maintain or improve the City’s CRS class, with a focus on activities related to stormwater management.

Summary recommendations were developed regarding CIP Implementation and Watershed Management Activities based on these evaluations. Each recommendation was assigned a relative priority and recommended implementation timeline as described below. The recommendations are summarized in Table ES-3.

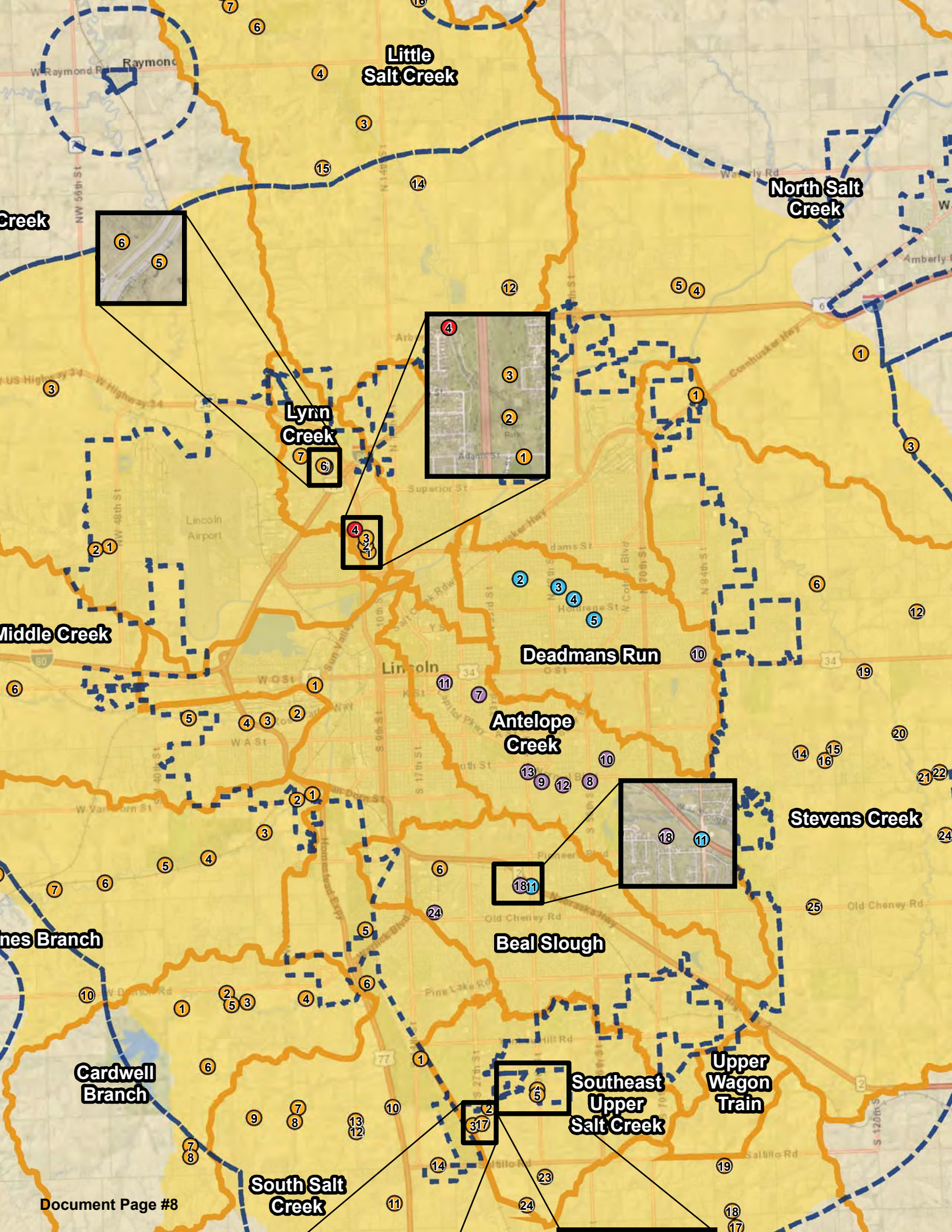
Priority is defined as:

1. High – this is a critical action fundamental to maintaining or improving the watershed management programs of the City and NRD.
2. Moderate – this action is beneficial to improving watershed management programs of the City and NRD.
3. Low – this action is beneficial but not of immediate implementation importance.

Timeline is defined as:

1. Short Term – implementation should begin or be completed over the next two years.
2. Mid-Term – implementation should begin or be completed within five years.
3. Long-Term – implementation should begin or be completed within ten years.

For certain recommendations, implementation timelines may be multi-phased due to the scope of the recommendation.



Little Salt Creek

North Salt Creek

Lynn Creek

Deadmans Run

Antelope Creek

Stevens Creek

Beal Slough

Southeast Upper Salt Creek

Upper Wagon Train

South Salt Creek

Cardwell Branch



**Table ES-2 - Proposed Project Summary**

Project ID	Watershed	Project Type	Project Location	Project Description	Original Cost	2021 Updated Cost*
AC-7	Antelope Creek - March 2012	WQ	Woods Park (West of 33rd St. & J St.)	Bioretention & Hydrodynamic Separators	\$ 250,000	\$ 291,192
AC-8	Antelope Creek - March 2012	WQ	Gere Library (SE of 56th St. & Normal Blvd.)	Bioretention & Hydrodynamic Separators	\$ 95,000	\$ 110,653
AC-9	Antelope Creek - March 2012	WQ	Eden Park (North of 44th St. & Antelope Creek Rd.)	Bioretention	\$ 45,000	\$ 52,414
AC-10	Antelope Creek - March 2012	WQ	NW of 60th St. & South St.	Detention Cell Retrofit	\$ 45,000	\$ 52,414
AC-11	Antelope Creek - March 2012	WQ	SW of 24th St. & N St.	Antelope Creek Labyrinth Weir Water Quality	\$ 625,000	\$ 727,979
AC-12	Antelope Creek - March 2012	WQ	Van Dorn Plaza & US Post Office (North of 48th St. & Van Dorn St.)	Bioretention	\$ 65,000	\$ 75,710
AC-13	Antelope Creek - March 2012	WQ	SE of 40th St. & Normal Blvd.	Bioretention & Hydrodynamic Separators	\$ 125,000	\$ 145,596
BS-6	Beal Slough - May 2000	SS	South of Hwy 2 East & West of Southwood Dr.	Channel Stabilization & Grade Controls	\$ 300,000	\$ 442,889
BS-11	Beal Slough - May 2000	FC	40th St. north of Hwy 2	Construct Culvert	\$ 1,800,000	\$ 2,657,334
BS-18	Beal Slough - May 2000	WQ	Tierra Park: SW of 40th St. & Hwy 2	Wetland Construction	\$ 50,000	\$ 73,815
BS-24	Beal Slough - May 2000	WQ	SW of 20th St. & King Arthur Ct.	Wetland Construction	\$ 70,000	\$ 103,341
CB-1	Cardwell Branch - September 2007	SS	SE of W. 40th St. & Denton Rd.	Grade Controls	\$ 229,000	\$ 290,744
CB-2	Cardwell Branch - September 2007	SS	W. 27th St. South of Denton Rd.	Stepped Grade Controls	\$ 350,000	\$ 444,368
CB-3	Cardwell Branch - September 2007	SS	North of Cardwell Cir. Cul-de-sac	Grade Controls	\$ 276,000	\$ 350,416
CB-4	Cardwell Branch - September 2007	SS	SE of W. 12th St. & Denton Rd.	Grade Controls	\$ 704,000	\$ 893,815
CB-5	Cardwell Branch - September 2007	SS	NE of W. 27th St. & Cardwell Rd.	Grade Controls	\$ 238,000	\$ 302,170
CB-6	Cardwell Branch - September 2007	SS	NW of W. 27th St. & Rokeby Rd.	Grade Controls	\$ 891,000	\$ 1,131,234
CB-7	Cardwell Branch - September 2007	SS	NE of W. 40th St. & Saltillo Rd.	Grade Controls	\$ 217,000	\$ 275,508
CB-8	Cardwell Branch - September 2007	SS	NE of W. 40th St. & Saltillo Rd.	Grade Controls	\$ 227,000	\$ 288,204
DR-2	Deadmans Run - December 2007	FC	South of Huntington Ave./ Leighton Ave. from 33rd St. to 48th St.	Channel Widening	N/A	N/A
DR-3	Deadmans Run - December 2007	FC	North of Francis St. from 48th St. to 52nd St.	Channel Widening & Bridge Replacements	\$ 2,474,000	\$ 3,141,047
DR-4	Deadmans Run - December 2007	FC	SE of 52nd St. & Francis St. to NW of 56th St. & Holdrege St.	Channel Widening & Bridge Replacements	\$ 7,764,000	\$ 9,857,353
DR-5	Deadmans Run - December 2007	FC	Lincoln Lutheran Middle/High School (NE of 56th St. & Mopac Trail)	Dry Detention Construction	\$ 2,932,000	\$ 3,722,535
DR-10	Deadmans Run - December 2007	WQ	SW of Trail Ridge Rd. & Russwood Blvd.	Detention Pond Retrofit for Water Quality	\$ 35,000	\$ 44,437
HB-1	Haines Branch - January 2015	SS	East of Folsom St. south of Van Dorn St.	Grade Control & Outlet Protection	\$ 195,000	\$ 215,505
HB-2	Haines Branch - January 2015	SS	SW of Van Dorn St. & Folsom St.	Bank Stabilization & Grade Controls	\$ 480,000	\$ 530,473
HB-3	Haines Branch - January 2015	SS	West of W. 16th St. & Calvert St.	Grade Control	\$ 124,000	\$ 137,039

\*Costs are adjusted to 2021 dollars based on inflation since the original master plan was completed

**Table ES-2 - Proposed Project Summary**

Project ID	Watershed	Project Type	Project Location	Project Description	Original Cost	2021 Updated Cost*
HB-4	Haines Branch - January 2015	SS	South of Pioneers Park	Grade Control	\$ 167,000	\$ 184,560
HB-5	Haines Branch - January 2015	SS	South of Pioneers Park Nature Center	Bank Stabilization & Grade Control	\$ 186,000	\$ 205,558
HB-6	Haines Branch - January 2015	SS	NE of W. 56th St. & Claire Ave.	Grade Controls	\$ 150,000	\$ 165,773
HB-7	Haines Branch - January 2015	SS	West of W. 56th St. between Pioneers Blvd. & Claire Ave.	Bank Stabilization & Grade Controls	\$ 224,000	\$ 247,554
HB-8	Haines Branch - January 2015	SS	South of Pioneers Blvd. east of W. 84th St.	Bank Stabilization & Grade Control	\$ 145,000	\$ 160,247
HB-9	Haines Branch - January 2015	SS	NE of W. 84th St. & Pioneers Blvd.	Grade Controls	\$ 276,000	\$ 305,022
HB-10	Haines Branch - January 2015	SS	SE of W. 60th St. & Denton Rd.	Bank Stabilization & Grade Controls	\$ 173,000	\$ 191,191
LS-3	Little Salt Creek - June 2009	SS	South of Mill Rd. West of 14th St.	Grade Control	\$ 91,000	\$ 111,050
LS-4	Little Salt Creek - June 2009	SS	East of 1st St. South of Raymond Rd.	Grade Control	\$ 109,000	\$ 133,016
LS-6	Little Salt Creek - June 2009	SS	East of W. 12th St. South of Branched Oak Rd.	Grade Control	\$ 91,000	\$ 111,050
LS-7	Little Salt Creek - June 2009	SS	South of Branched Oak Rd. East of W. 19th St.	Grade Control	\$ 71,000	\$ 86,644
LS-8	Little Salt Creek - June 2009	SS	East of W. 19th St. North of Branched Oak Rd.	Grade Control	\$ 84,000	\$ 102,508
LS-9	Little Salt Creek - June 2009	SS	South of Rock Creek Rd. East of W. 40th St.	Grade Control	\$ 78,000	\$ 95,186
LS-10	Little Salt Creek - June 2009	SS	South of Agnew Rd. East of W. 40th St.	Grade Control	\$ 69,000	\$ 84,203
LS-12	Little Salt Creek - June 2009	SS	West of 40th St. north of I-80	Stilling Basin	\$ 77,000	\$ 93,966
LS-14	Little Salt Creek - June 2009	SS	South of Waverly Rd. West of 27th St.	Stilling Basin	\$ 75,000	\$ 91,525
LS-15	Little Salt Creek - June 2009	SS	West of 1st St. North of Waverly Rd.	Stilling Basin	\$ 85,000	\$ 103,728
LS-16	Little Salt Creek - June 2009	SS	South of Branched Oak Rd. West of 27th St.	Stilling Basin	\$ 95,000	\$ 115,932
LS-17	Little Salt Creek - June 2009	SS	South of Davey Rd. West of 1st St.	Stilling Basin	\$ 113,000	\$ 137,898
LS-18	Little Salt Creek - June 2009	SS	South of Davey Rd. East of 1st St.	Stilling Basin	\$ 86,000	\$ 104,949
LC-1	Lynn Creek - May 2018	SS	Roper Park East: Adams St. West of N 9th St.	Grade Control & Armored Plunge Pool	\$ 372,000	\$ 381,450
LC-2	Lynn Creek - May 2018	SS	Roper Park East: SW of N 9th St. & Knox St.	Grade Control	\$ 372,000	\$ 386,647
LC-3	Lynn Creek - May 2018	SS	Roper Park East: West of N 9th St. between Manatt St. & Judson St.	Grade Control	\$ 246,000	\$ 255,686
LC-4	Lynn Creek - May 2018	MISC	Roper Park West: NE of N 4th St. Ct.	Stream Stabilization & Trail Relocation	\$ 75,000	\$ 77,953
LC-5	Lynn Creek - May 2018	SS	West of NW 1st St. & Barons Rd.	Grade Control & Armored Plunge Pool	\$ 129,000	\$ 134,079
LC-6	Lynn Creek - May 2018	SS	North of NW 1st St. & Barons Rd.	Grade Control	\$ 83,000	\$ 86,268
LC-7	Lynn Creek - May 2018	SS	South of W. Harvest Dr. between NW Fairway Dr. & NW 5th St.	Grade Control	\$ 353,000	\$ 366,899

\*Costs are adjusted to 2021 dollars based on inflation since the original master plan was completed

**Table ES-2 - Proposed Project Summary**

Project ID	Watershed	Project Type	Project Location	Project Description	Original Cost	2021 Updated Cost*
MC-2	Middle Creek - January 2015	SS	NW of Rosa Parks Way & Folsom St.	Grade Control	\$ 87,000	\$ 96,148
MC-3	Middle Creek - January 2015	SS	North of Rosa Parks Way East of Hwy 77	Pipe Outfall Restoration & Erosion Protection	\$ 129,000	\$ 142,565
MC-4	Middle Creek - January 2015	SS	NE of Coddington Ave. & Millstone Rd.	Bank Stabilization & Grade Controls	\$ 175,000	\$ 193,402
MC-5	Middle Creek - January 2015	SS	East of W. 40th St. north of W. A St.	Grade Controls	\$ 590,000	\$ 652,040
MC-6	Middle Creek - January 2015	SS	South of W. O St. East of W. 84th St.	Bank Stabilization & Stilling Basin & Grade Control	\$ 287,000	\$ 317,179
MC-7	Middle Creek - January 2015	SS	North of I-80 between W. 84th St. & W. 98th St.	Bank Stabilization & Grade Controls	\$ 297,000	\$ 328,230
NSC-1	North Salt Creek - May 2018	SS	North of Alvo Rd. east of N 120th St.	Armored Plunge Pool	\$ 97,000	\$ 100,819
NSC-3	North Salt Creek - May 2018	SS	West of N 134th St. between Fletcher Ave. & Havelock Ave.	Armored Plunge Pool	\$ 116,000	\$ 120,567
NSC-4	North Salt Creek - May 2018	SS	East of N 84th St. north of I-80	Bank Stabilization & Grade Control	\$ 275,000	\$ 285,828
NSC-5	North Salt Creek - May 2018	SS	NW of McKelvie Rd. & N 70th St.	Grade Control	\$ 185,000	\$ 192,284
OC-1	Oak Creek - May 2018	SS	325 ft downstream from the W Crow St culvert.	Grade Control & Pipe Outfall	\$ 91,000	\$ 94,583
OC-2	Oak Creek - May 2018	SS	975 ft upstream of the W Crow St culvert crossing	Grade Control	\$ 80,000	\$ 83,150
OC-3	Oak Creek - May 2018	SS	1,000 ft south of US Highway 34	Grade Control	\$ 526,000	\$ 546,711
OC-4	Oak Creek - May 2018	SS	Approximately 2,600 ft south of the intersection of US Highway 34 and NW 70th St to NW 84th St.	Grade Control	\$ 1,023,000	\$ 1,063,280
SSC-1	South Salt Creek - January 2015	SS	SW of W. O St. & Sun Valley Blvd.	Grade Controls	\$ 239,000	\$ 264,131
SSC-5	South Salt Creek - January 2015	SS	South of Old Cheney Rd. East of 1st St.	Bank Stabilization & Grade Controls	\$ 325,000	\$ 359,175
SSC-6	South Salt Creek - January 2015	SS	SE of Warlick Blvd. & Hwy 77	Bank Stabilization & Grade Controls	\$ 468,000	\$ 517,211
SSC-7	South Salt Creek - January 2015	SS	North of Rokeby Rd. East of W. 12th St.	Bank Stabilization & Stilling Basin & Grade Control	\$ 190,000	\$ 209,979
SSC-8	South Salt Creek - January 2015	SS	East of W. 12th St. South of Rokeby Rd.	Stilling Basin & Grade Control	\$ 162,000	\$ 179,035
SSC-9	South Salt Creek - January 2015	SS	South of Rokeby Rd. between W. 12th St. & W. 27th St.	Grade Control	\$ 105,000	\$ 116,041
SSC-10	South Salt Creek - January 2015	SS	SW of Rokeby Rd. & Hwy 77	Bank Stabilization & Grade Controls	\$ 107,000	\$ 118,251
SSC-11	South Salt Creek - January 2015	SS	NW of Hwy 77 & Bennet Rd.	Grade Controls & Wetland Construction	\$ 201,000	\$ 222,136
SSC-12	South Salt Creek - January 2015	SS	East of 1st St. South of Rokeby Rd.	Bank Stabilization & Stilling Basin & Grade Control	\$ 197,000	\$ 217,715
SSC-13	South Salt Creek - January 2015	SS	East of 1st St. South of Rokeby Rd.	Bank Stabilization & Stilling Basin & Grade Control	\$ 156,000	\$ 172,404
SSC-14	South Salt Creek - January 2015	SS	North of Sallillo Rd. between 14th St. & 25th St.	Bank Stabilization & Stilling Basin & Grade Control	\$ 137,000	\$ 151,406
SSC-15	South Salt Creek - January 2015	SS	East of 25th St. North of Wittstruck Rd.	Grade Controls	\$ 129,000	\$ 142,565
SSC-16	South Salt Creek - January 2015	SS	North of Wittstruck Rd. between 82nd St. & 96th St.	Bank Stabilization & Grade Controls	\$ 273,000	\$ 301,707

\*Costs are adjusted to 2021 dollars based on inflation since the original master plan was completed

**Table ES-2 - Proposed Project Summary**

Project ID	Watershed	Project Type	Project Location	Project Description	Original Cost	2021 Updated Cost*
SSC-17	South Salt Creek - January 2015	SS	South of Bennet Rd. East of 82nd St.	Grade Control	\$ 136,000	\$ 150,301
SSC-18	South Salt Creek - January 2015	SS	North of Bennet Rd. East of 82nd St.	Grade Control	\$ 78,000	\$ 86,202
SSC-19	South Salt Creek - January 2015	SS	South of Saltillo Rd. East of 82nd St.	Grade Control	\$ 85,000	\$ 93,938
SE-1	Southeast Upper Salt Creek - October 2003	SS	East of 14th St. south of Yankee Hill Rd.	Grade Check	\$ 80,500	\$ 111,444
SE-2	Southeast Upper Salt Creek - October 2003	SS	South of Rokeby Rd. East of 27th St.	Grade Check	\$ 80,500	\$ 111,444
SE-3	Southeast Upper Salt Creek - October 2003	SS	West of 27th St. South of Rokeby Rd.	Grade Check	\$ 80,500	\$ 111,444
SE-4	Southeast Upper Salt Creek - October 2003	SS	West of 40th St. North of Rokeby Rd. (north culvert)	Grade Check	\$ 80,500	\$ 111,444
SE-5	Southeast Upper Salt Creek - October 2003	SS	West of 40th St. North of Rokeby Rd. (south culvert)	Grade Check	\$ 80,500	\$ 111,444
SE-17	Southeast Upper Salt Creek - October 2003	SS	West of 27th St. South of Rokeby Rd.	Stream Stabilization	\$ 950,000	\$ 1,315,177
SE-23	Southeast Upper Salt Creek - October 2003	SS	South of Saltillo Rd. East of 40th St.	Stream Stabilization	\$ 80,000	\$ 110,752
SE-24	Southeast Upper Salt Creek - October 2003	SS	West of 38th St. north of Bennet Rd.	Stream Stabilization	\$ 80,000	\$ 110,752
ST-1	Stevens Creek - March 2005	SS	NW of 84th & Hwy 6	Bank Stabilization & Grade Controls	\$ 536,000	\$ 713,575
ST-6	Stevens Creek - March 2005	SS	NW of 112th St. & Holdrege St.	Bank Stabilization & Grade Controls	\$ 464,000	\$ 617,721
ST-12	Stevens Creek - March 2006	SS	West of 134th St. South of Holdrege St.	Bank Stabilization & Grade Controls	\$ 1,118,000	\$ 1,488,389
ST-14	Stevens Creek - March 2005	SS	East of 98th St. between A St. & Van Dorn St.	Bank Stabilization & Grade Controls	\$ 393,000	\$ 523,199
ST-15	Stevens Creek - March 2005	SS	East & West of 112th St. North of Secretariat Dr.	Bank Stabilization & Grade Controls	\$ 536,000	\$ 713,575
ST-16	Stevens Creek - March 2005	SS	West of 112th St. South of Secretariat Dr.	Grade Control	\$ 43,000	\$ 57,246
ST-19	Stevens Creek - March 2005	SS	SE of 120th St. & O St.	Bank Stabilization & Grade Controls	\$ 54,000	\$ 71,890
ST-20	Stevens Creek - March 2005	SS	SW of 134th St. & A St.	Bank Stabilization & Grade Controls	\$ 568,000	\$ 756,176
ST-21	Stevens Creek - March 2005	SS	NW of 134th St. & Van Dorn St.	Armored Plunge Pool	\$ 187,000	\$ 248,952
ST-22	Stevens Creek - March 2005	SS	NE of 138th St. & Van Dorn St.	Bank Stabilization & Grade Controls	\$ 450,000	\$ 599,083
ST-23	Stevens Creek - March 2005	SS	East of 148th St. South of Van Dorn St.	Bank Stabilization & Longitudinal Weir	\$ 97,000	\$ 129,136
ST-24	Stevens Creek - March 2005	SS	West of 138th St. North of Pioneers Blvd.	Rock Stilling Basin	\$ 187,000	\$ 248,952
ST-25	Stevens Creek - March 2005	SS	North of Old Cheney Rd. between 98th St. & 112th St.	Armored Plunge Pool	\$ 123,000	\$ 163,749
ST-26	Stevens Creek - March 2005	SS	North & South of Old Cheney Rd. West of 148th St.	Bank Stabilization & Grade Controls	\$ 275,000	\$ 366,106

\*Costs are adjusted to 2021 dollars based on inflation since the original master plan was completed

**Table ES-3 - Plan Recommendations**

Category	Action	Priority	Timeline	Recommendation
CIP Implementation	1) Implement CIP Program	High	Short Term (0-2 years) and Ongoing	Continue to implement the planned CIPs to the extent practicable based on current and future funding. The remaining proposed projects have the same merit, if not more so, than when originally planned. These project areas evolve due to natural and man-made forces and can deteriorate further, creating more impacts and increasing the cost to implement. Opportunities to address the concern in an efficient and expedient manner are also reduced and sometimes eliminated due to these changing conditions. Continued focus on implementation, funding, and permitting strategies are key to ensuring projects are completed and their intent is preserved. Section 6 reports the remaining proposed projects at the time of this Plan.
	2) Periodic Prioritization Review	High	Mid-Term (2-5 years)	Consider strategies to periodically review and assess implementation priorities. This process could be completed in a way similar to the NRD's Long Range Implementation Plan (LRIP). It is recommended that project priorities, scoring, and implementation be more formally planned and evaluated at least annually, or some regular interval that aligns with implementing decision making such as funding programming. This will also allow for consistent prioritization scoring and tracking year over year, as well as a consistent review of funding opportunities or coincident projects that may be applicable and potentially change each year.
	3) Monitor Watershed Conditions	Moderate	Mid-Term (2-5 years); timing dependent on LiDAR data collection timing	Plan for consistently tracking watershed conditions and changes. Recommendations include but are not limited to: - Consistent, periodic LiDAR data collection coupled with a program for consistent and comparable analyses to identify watershed changes. Ideally, this would be supplemented by higher resolution data collection for key stream reaches based on factors such as imminent development or known stability issues and be implemented pre-development for those stream reaches so a focused stream corridor management plan can be developed. - Field verification of those areas identified in this Plan based on the completed change detection analysis would help inform future data collection efforts. - Evaluate stream corridor capacity and management/restoration needs prior to development occurring. The master plans may act as a basis, but implementation requires ongoing monitoring (leveraging LiDAR data collection) and review coupled with stream stability project field visits and updated scoring to ensure priority areas are addressed. Along with this, develop an overall stream restoration and amenity strategy by stream reach, leveraging the MFC as a baseline. - Drone flights of key stream reaches, as needed for priority areas or to supplement LiDAR data. Regular collection of photographic data can help monitor and prioritize activities and project implementation.
	4) Improve GIS Data Tracking	Moderate	Short Term (0-2 years)	Improve GIS tracking of key watershed data, leveraging enterprise data sets to ensure the baseline data used for CIP decision making is as current and accurate as possible.
	5) Complete Updated Prioritization Scoring	High	Short Term (0-2 years)	Complete the prioritization scoring for the proposed projects. Where possible, the scoring sheets were completed based on the prior scoring information, information included in the Watershed Master Plans, and/or information from the City and NRD. There were additional considerations added to the scoring sheet which could not be determined within this scope of work. These items are generally more subjective and are intended to be updated on a more regular basis than the technical criteria.

**Table ES-3 - Plan Recommendations (continued)**

Category	Action	Priority	Timeline	Recommendation
Watershed Management Activities	6) Update Flood Risk Model Data for All Streams	High	Start Short Term (0-2 years); due to scope and size ongoing Mid-Term (2-5 years)	Develop updated detailed flood risk modeling for all streams, with an initial focus on streams with older flood modeling or immediate development pressure. Complete the updates using gridded precipitation hydrologic models and/or rain on grid, in conjunction with 2D hydraulic modeling which, at the time of this Plan, represent the state of the practice techniques and software that are available and used by most stakeholders. These models can then be used to establish an existing hydrologic and stream condition baseline for future development management; using current surface-based flood model data the City can explicitly track the impact of development throughout the stream system in a way that was not previously possible. This in turn can be used to guide CIP implementation decisions.
	7) Implement Minimum Flood Corridor (MFC) Policy	High	Short Term (0-2 years)	Implement the MFC policy recommendations as identified in the North Salt Creek Watershed Master Plan. The analyses completed in the North Salt Creek Watershed Master Plan, as well as the additional analysis completed in this Comprehensive Watershed Master Plan, indicated a range of drainage areas associated with the identification of a "defined bed and bank"; however, the average continues to approach values included in the MFC policy recommendations. The analysis findings illustrate the fact that watersheds and drainageways are natural systems and their characteristics will vary relative to drainage areas and topographic features. The literature review similarly identifies a range of guidelines for identifying, protecting and preserving these areas as well. The regional guidance included in the literature review aligns with the MFC policy recommendations. There is value in a policy that aligns with regional guidance, provides explicit requirements which reduce ambiguity for stakeholders to work within, while balancing preservation benefits with development processes. Additionally, there are erosion hazards associated with these corridors which have not been evaluated or identified; therefore, this policy will help reduce the risk to the public and infrastructure from these hazards until they can be identified in detail.
	8) Evaluate Stream and Flood Corridor Erosion Hazards	High	Mid-Term (2-5 years)	Evaluate the erosion hazards associated with the stream and flood corridors. The current effective and draft MFC policies acknowledge erosion hazard risks, but they are not quantified. Further evaluation will help identify additional stream degradation and widening potential which can inform future MFC policy. The hazards could be identified based on stable stream profiles, local lateral/bank stability considerations, and lateral migration potential. The evaluation of these erosion hazards can be coupled with development of stream restoration and grade control criteria and policies which can be used alongside the MFC for the public's protection as well as natural amenity development.
	9) Develop Grade Control Criteria and Policies	High	Mid-Term (2-5 years)	Develop grade control criteria and policies. Similar to the MFC, criteria and policy explicitly identifying the requirements would help ensure the stream corridors are protected, limiting erosion and degradation hazards. This could be accomplished with, and at least informed by, the development of erosion hazard information.
	10) Develop Stream Restoration Plan	Moderate	Mid-Term (2-5 years)	Develop an overall stream restoration and amenity strategy by stream reach. With a restoration plan the City and NRD can be prepared to proactively accommodate development while addressing stream grade control, through restoration. Additionally, this would likely align with current and potentially future permitting considerations, hopefully lessening permitting burdens. The MFC could be leveraged in the interim until more detailed plans are developed. This planning may also potentially provide support for funding avenues focused on stream protection and restoration.
	11) Evaluate Alternative CIP Funding Opportunities	High	Mid-Term (2-5 years)	Evaluate funding and planning levels required to implement the CIPs effectively to proactively address issues and avoid further stream degradation in the interim. The City and NRD have a prioritized CIP list allowing for proactive planning. However, there may come a time when development pressure outpaces the ability to fund construction of these features prior to losing opportunities or further degradation. Consider what funding and planning levels might be appropriate to implement these CIPs on a larger, multi-project scale.
	12) Consider CIP Implementation Incentives	Moderate	Long-Term (5-10 years)	Investigate incentive strategies and structures to help facilitate CIP implementation and stream restoration programming. Three potential incentives structures were identified in this Plan for consideration by the City are water quality based, development of a streamlined regional general permit, and maintenance obligation. Adding incentives for stakeholders to help implement policies towards meeting goals would help expedite the program, as well as promote consistency as the City's developed area grows.
	13) Pursue CRS Class Advancement	Moderate	Short Term (0-2 years)	Coordinate with ISO to review selected CRS points categories as well as the Class 4 pre-requisites to determine a path forward for the City regarding possible class advancement.



Lincoln Office: (531) 500-0890 tkubert@kubertappraisal.com 6001 South 58<sup>th</sup> Street, Suite F, Lincoln, NE 68516

September 7, 2022

Lower Platte South Natural Resources District  
 Mike Murren, Project Coordinator  
 3125 Portia St.  
 Lincoln, NE, 68521

Regarding: South Salt Creek Stream Stabilization Project  
 located near South 1<sup>st</sup> Street and Homestead Expressway, extending  
 east into Wilderness Park, Lancaster County, Nebraska

Dear Mr. Murren,

Thank you for the opportunity to provide this proposal related to the above referenced projects.

**Scope of Proposed Appraisal Services:**

We understand that this proposal letter covers a potential contract for appraisal services related to a stream stabilization project in southwest Lincoln, Nebraska to be completed by the Lower Platte South Natural Resources District (LPSNRD). We understand this project to include both Main Stem and Tributary easements associated with Salt Creek including permanent and/or temporary easements.

We have based our proposal on a general expectation that the project will include a single appraisal report, but maybe expanded to include up to two additional reports.

The proposed appraisal services are projected to include individual tract appraisal reports for each of the identified tracts. The individual tract reports will include the property specific data, analysis, and conclusions related to the proposed acquisition of property rights, as well as the more general data associated with the overall project

We understand that the appraisal reports will be the basis of negotiations with property owners for acquisition of the easements. The appraisal reports will also function as the basis of any needed testimony in County Court related to the eminent domain process. If the eminent domain process reaches District Court, we anticipate that additional appraisal services/fees will be required.

Lower Platte South Natural Resources District  
Mike Murren, Project Coordinator  
Regarding: South Salt Creek Stream Stabilization Project  
located in Lancaster County, Nebraska

**Scope of Proposed Appraisal Services: (Continued)**

The contracted appraisal services including research, analysis, and value conclusions will conform to the Uniform Standards of Professional Appraisal Practice (USPAP) as promoted by the Appraisal Foundation, as well as the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute. If any tracts require the appraisal to meet the Uniform Standards for Federal Land Acquisitions ( UASFLA aka Yellow Book) additional scope of services/fees will be required.

As a part of the appraisal process will provide each property owner with a copy of the proposed acquisition description along with the opportunity to discuss the proposed acquisition with an appraiser on our staff.

The proposed fee structure includes all appraisal services related to the research and analysis necessary to develop written document supporting the estimated effect of the proposed project on each of the identified tracts. We understand that each of the reports may be subject to a review prior to completion of the contract.

**Time Frame of Appraisal Services:**

Upon approval of our contract for appraisal services, we will work with LPSNRD to a schedule to allow timely completion of the project. Projected timing of this project is estimated at 5 weeks from engagement to delivery of the appraisal reports. Completion of the appraisal process is based on the availability of the final land rights map, metes and bounds easement descriptions, and associated title reports (as applicable)

**Appraisal Fee Structure:**

It is our experience that the potential impacts from similar easements have been limited to the impact to the underlying land value of each parcel, along with some potential effects on site improvements such as fencing, sprinklers, landscaping, trees, etc. For that reason, this proposal generally covers a limited scope appraisal, wherein, the analysis is focused on the impacts to the land component of the affected tracts and some related cost-to-cure impacts (if applicable).

If the impacts from the proposed easement affect any primary improvements, the scope/fees of the appraisal services will need to be expanded to include the expanded scope.

A summary of the proposed appraisal fees per tract is as follows:

Ronald L. and Judeen Oelling:	\$2,800 (Initial Appraisal Report)
City of Lincoln	\$2,800 (Potential Appraisal Report)
Lancaster County	\$2,800 (Potential Appraisal Report)

Updates of appraisal reports resulting from changes in design/impacts or the taking areas will incur additional fees.



Lower Platte South Natural Resources District  
Mike Murren, Project Coordinator  
Regarding: South Salt Creek Stream Stabilization Project  
located in Lancaster County, Nebraska

If the services of additional experts are needed to provide estimates related to cost or contributory value as they are related to the proposed easements, the fees for such services will be paid by Kubert Appraisal Group P.C. and subsequently billed to the client for reimbursement.

The fees for the proposed appraisal services are due and payable upon delivery of the appraisal reports. After completion of the appraisal reports, additional services related to acquisition process including, but not limited to, meetings, depositions, testimony, additional research, preparation and travel will be billed at a maximum rate of \$240 per hour. However, if I need to meet with the subcommittee and/or NRD Board to explain the appraisal reports, these meetings are included in the initial appraisal fees .

### **References related to Right-of-Way Appraisal Services**

Nebraska Public Power District  
Ron Starzec, Manager, Land Management  
402-563-5625  
rjstarz@nppd.com

Lincoln Electrical System  
Shana Sprackling, Manager, Land Management  
402-473-3252  
ssprackling@les.com

City of Lincoln  
Michelle Backemeyer  
Urban Development – Real Estate  
402-441-8617  
mbackemeyer@lincoln.ne.gov

Lancaster County  
Alex Olson  
Right-of-Way Manager  
402-441-8328  
aolson@lancaster.ne.gov

Olsson Engineering  
Thomas A. Leikam, PE  
402-458-5619  
tleikam@olsson.com

Lower Platte South Natural Resources District  
Mike Murren, Project Coordinator  
Regarding: South Salt Creek Stream Stabilization Project  
located in Lancaster County, Nebraska

**References related to Right-of-Way Appraisal Services (Continued)**

R.L. Keith Consultant, Inc.  
Dick Keith, Review Appraiser  
402-890-9629  
rkeith@rlkeith.com

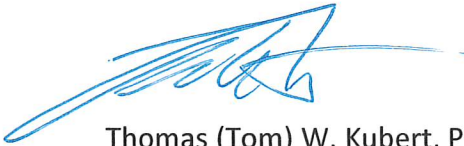
**Qualifications of Appraiser**

A summary of the qualifications of Thomas W. Kubert, MAI, CCIM are attached to this proposal.

**Errors and Omission/Insurance Data**

A summary of the current Certificate of Liability and Errors and Professional Liability Insurance for Kubert Appraisal Group, P.C. is attached to this proposal.

Please let me know if any additional information is needed in order for you to consider this proposal. Again, I appreciate the opportunity to provide this proposal and appraisal services.



Thomas (Tom) W. Kubert, President  
Kubert Appraisal Group, P.C.  
[tkubert@kubertappraisal.com](mailto:tkubert@kubertappraisal.com)  
(531) 500-0890  
[www.kubertappraisal.com](http://www.kubertappraisal.com)

## **QUALIFICATIONS OF APPRAISER**

**Thomas W. Kubert, MAI, CCIM**

### **EXPERIENCE**

Kubert Appraisal Group, P.C.  
President, 2018 – Current  
Staff Appraiser, 2018 - Current  
Great Plains Appraisal Company, Lincoln, Nebraska  
President, 2007-2018  
Staff Appraiser, Commercial Division 1992-2018  
Lancaster County Assessors Office, Lincoln, Nebraska  
Sr. Residential Appraiser, Residential Division 1993-1994  
Staff Appraiser, Residential Division 1992-1993  
Listing Technician, Residential Division 1991-1992

Extensive experience since 1991 in the appraisal of commercial, industrial, agricultural, residential, and special-purpose properties. Primary experience related to general appraisal, real property tax, condemnation, and litigation issues.

### **LICENSES**

Nebraska Real Estate Appraiser – 1995-Current  
- Certified General Appraiser CG 950191  
Nebraska Real Estate Brokers License – 2007-Current  
- Brokers License 20070663  
Iowa Real Estate Appraiser – 2018-Current  
- Certified General Appraiser CG 03616  
Kansas Real Estate Appraiser – 2020-Current  
- Certified General Appraiser G-3383

### **PROFESSIONAL AFFILIATIONS**

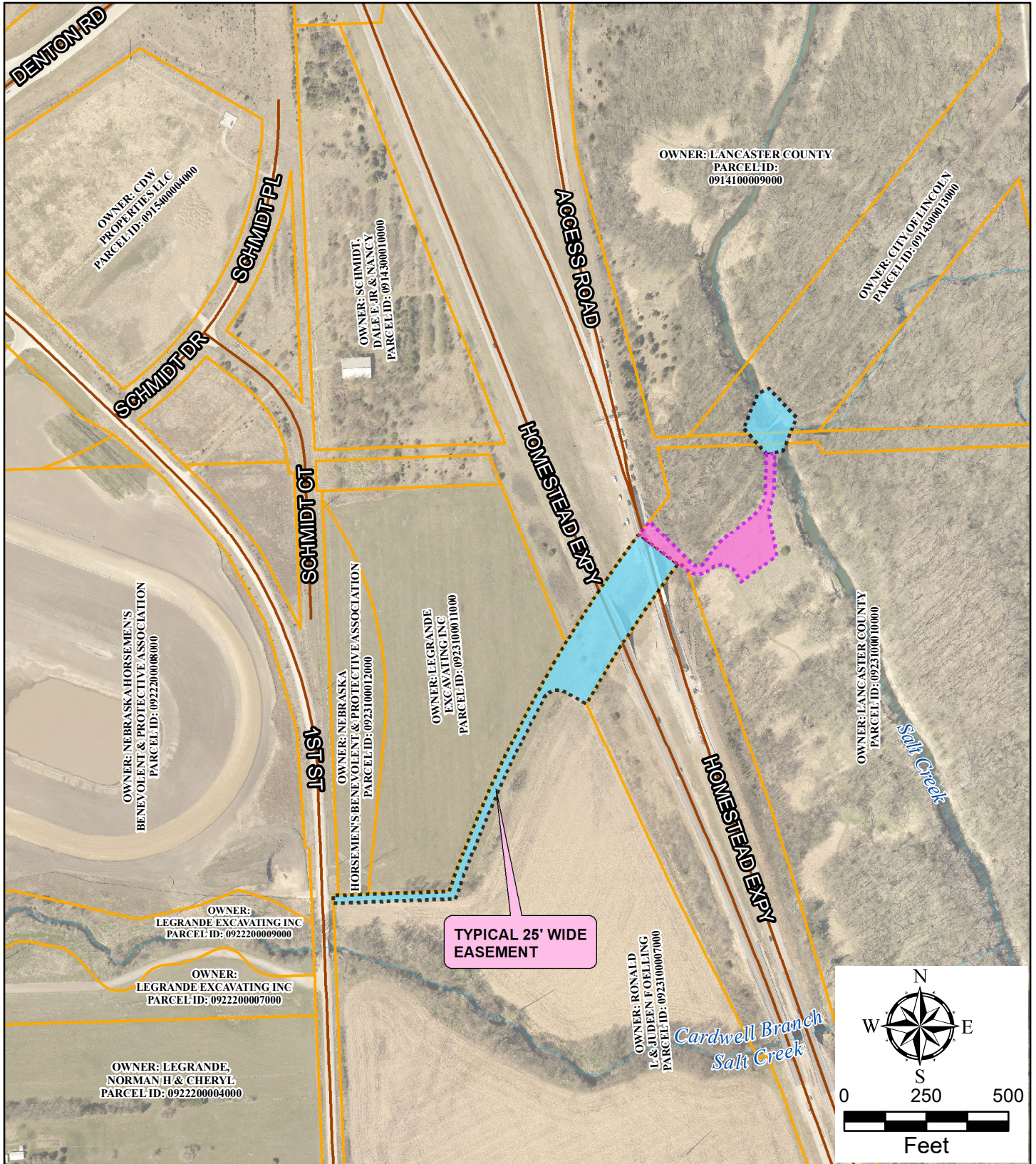
Appraisal Institute - MAI Designation - 2002  
Realtors Association of Lincoln - REALTOR®-Appraiser Member - 2003  
CCIM Institute (Certified Commercial Investment Member Institute) – CCIM Designation 2006  
Nebraska Department of Revenue, Property Assessment Division- 2012-Current  
o County Assessor/Deputy Assessor Certification –Certificate 120801  
Nebraska Real Property Appraiser Board - 2011 to 2015  
- 1<sup>st</sup> Congressional District Representative  
- Association of Appraisal Regulatory Officials  
Nebraska Department of Roads  
Right of Way Division – Approved Appraiser List for All Appraisals and Appraisal Reviews  
Lancaster County Board of Equalization  
- Tax Equalization Coordinator, 2003-2021  
- Referee Coordinator, 2005-2018  
- Assistant Coordinator, 1997-2004  
- Referee – 1995-2018  
Uniform Appraisal Standards for Federal Land Acquisitions (Yellowbook)  
- Coursework - 2006/2017  
- Appraisal Review Course - 2007

### **EDUCATION**

University of Nebraska-Lincoln, Lincoln, Nebraska  
- Bachelor of Science, Business Administration 1990  
Appraisal Institute  
- Qualification and Continuing Education – Current  
Appraisal License Continuing Education  
- Nebraska– Current  
- Iowa– Current  
- Kansas– Current  
Appraisal related educational transcript available upon request.

(Current to February 2021)





## MAIN STEM PROPOSED EASEMENTS

### Legend

- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- PARCEL LINE

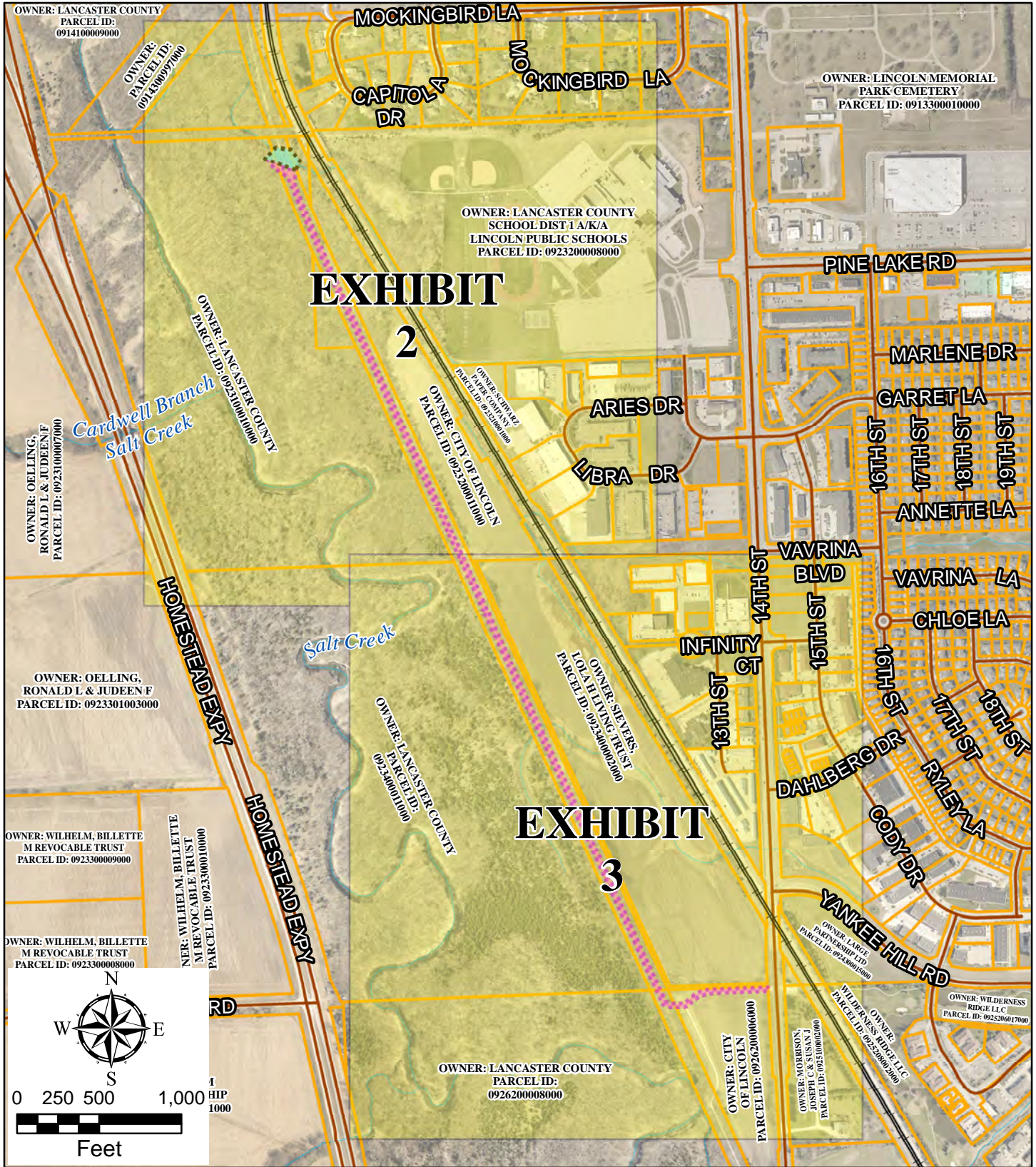
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Owner:	CITY OF LINCOLN			
Parcel ID #	09-23-100-010-000	87.43	0.04	0.88
Owner:	LANCASTER COUNTY			
Parcel ID #	09-23-100-007-000	47.40	2.39	---
Owner:	RONALD L & JUDEEN F OELLING			
Parcel ID #	00-00-000-000-000	---	---	0.01
Owner:	UNKNOWN (POSSIBLE NDOT R/W)			
Parcel ID #	00-00-000-000-000	---	0.08	---
Owner:	UNKNOWN (POSSIBLE RR R/W)			



**INTUITION & LOGIC**

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Exhibit 1 of 1



## TRIBUTARY PROPOSED EASEMENTS

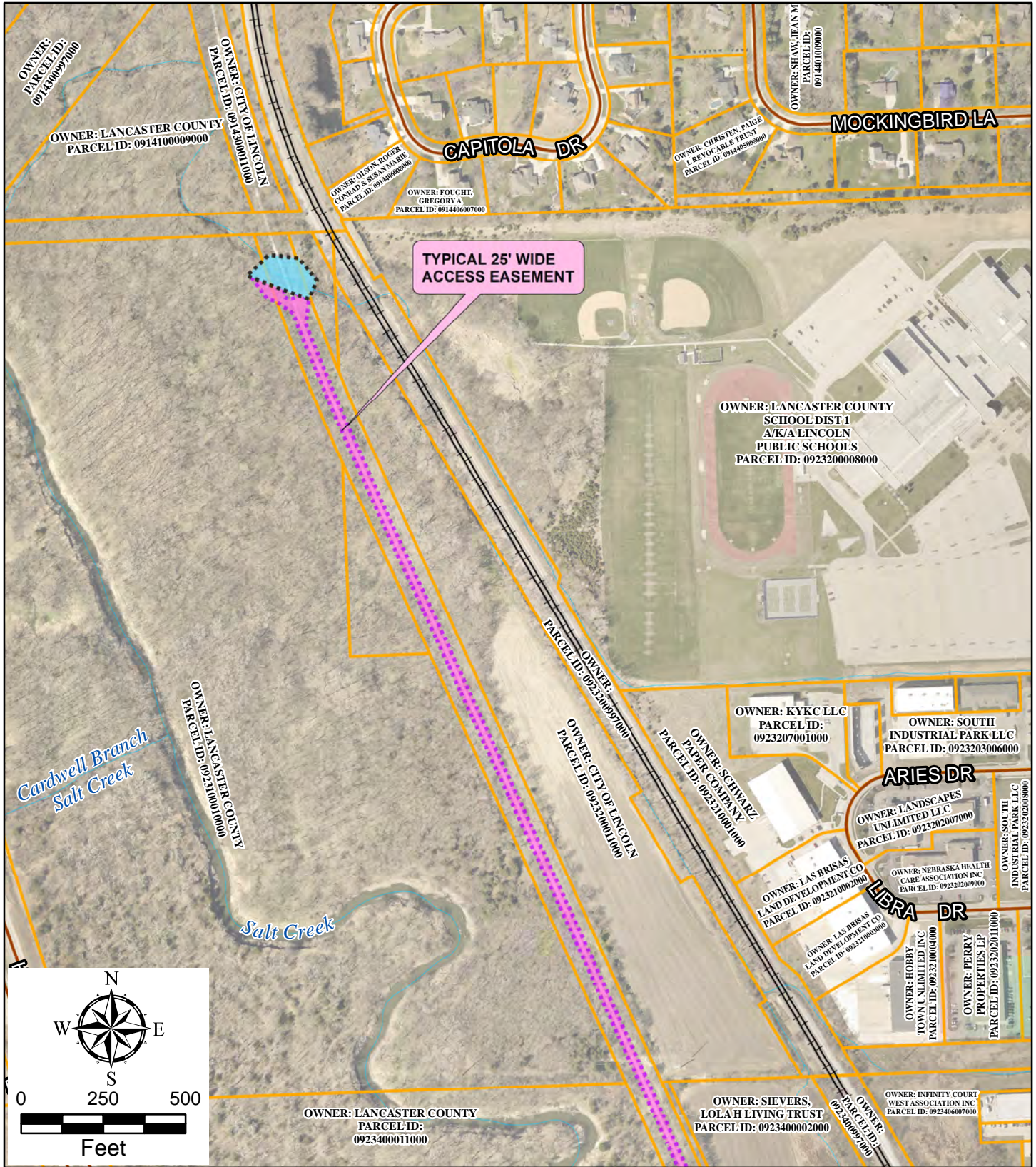
### Legend

- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- PARCEL LINE

Parcel Information	Property Area (ac)	Permanent Easement (ac)	Temporary Easement (ac)
Parcel ID # 09-23-100-010-000 Owner: LANCASTER COUNTY	87.43	0.11	0.05
Parcel ID # 09-23-200-012-000 Owner: CITY OF LINCOLN	13.06	0.26	3.19
Parcel ID # 09-26-200-006-000 Owner: CITY OF LINCOLN	10.97	---	0.34
Parcel ID # 09-26-200-007-000 Owner: CITY OF LINCOLN	4.27	---	0.09



Exhibit 1 of 3



## TRIBUTARY PROPOSED EASEMENTS

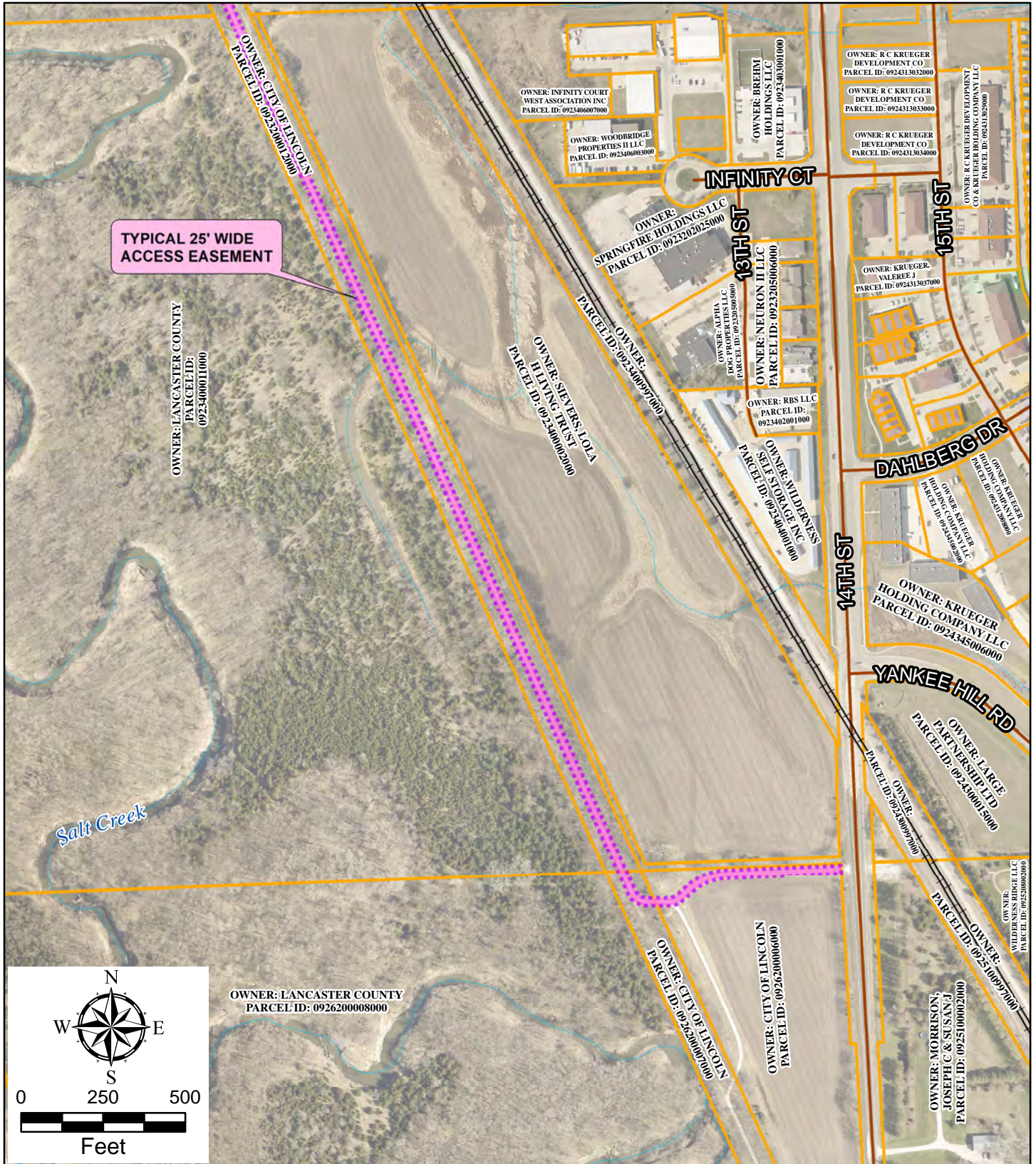
### Legend

- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- PARCEL LINE

Parcel Information	Property Area (ac)	Permanent Easement (ac)	Temporary Easement (ac)
Parcel ID # 09-23-100-010-000 Owner: LANCASTER COUNTY	87.43	0.11	0.05
Parcel ID # 09-23-200-012-000 Owner: CITY OF LINCOLN	13.06	0.26	3.19
Parcel ID # 09-26-200-006-000 Owner: CITY OF LINCOLN	10.97	---	0.34
Parcel ID # 09-26-200-007-000 Owner: CITY OF LINCOLN	4.27	---	0.09




INTUITION &  
LOGIC

Exhibit 2 of 3



## TRIBUTARY PROPOSED EASEMENTS

### Legend

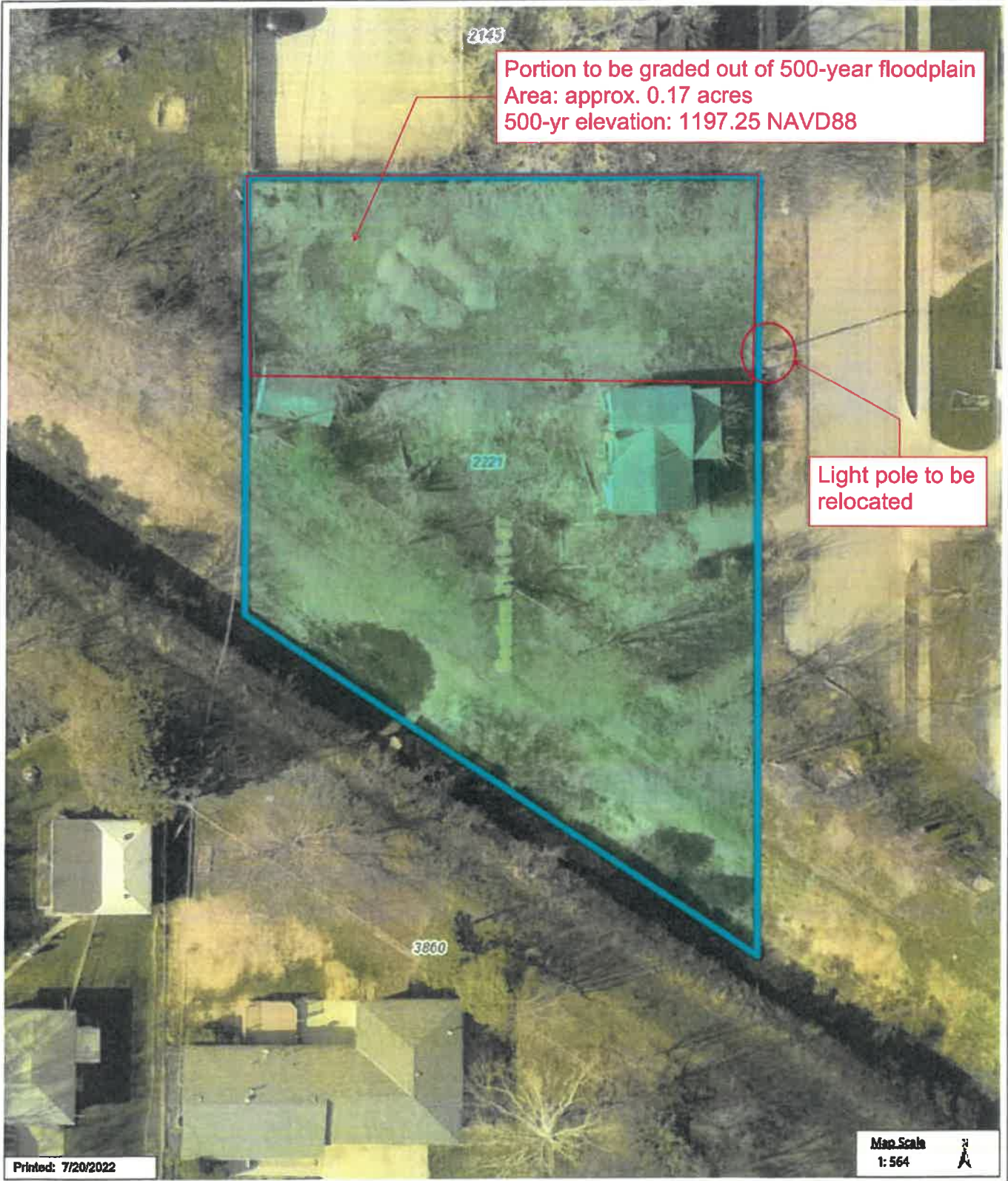
-  PERMANENT EASEMENT
-  TEMPORARY EASEMENT
-  PARCEL LINE

Parcel Information	Property Area (ac)	Permanent Easement (ac)	Temporary Easement (ac)
Parcel ID # 09-23-100-010-000 Owner: LANCASTER COUNTY	87.43	0.11	0.05
Parcel ID # 09-23-200-012-000 Owner: CITY OF LINCOLN	13.06	0.26	3.19
Parcel ID # 09-26-200-006-000 Owner: CITY OF LINCOLN	10.97	---	0.34
Parcel ID # 09-26-200-007-000 Owner: CITY OF LINCOLN	4.27	---	0.09

INTUITION & LOGIC

Exhibit 3 of 3





DISCLAIMER: The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments. If you have questions or comments regarding the data displayed on this map, please email [assessor@lanaster.ne.gov](mailto:assessor@lanaster.ne.gov) and you will be directed to the appropriate department.



**2200 West Panama Rd. Martell, NE 68404 Phone (402) 794-5000 Fax (402) 794-5002**

**Date:** 8/30/2022  
**Bid to:** Lower Platte South NRD  
**Attention:** Al Langdale  
**Email:** [alangdale@lpsnrd.org](mailto:alangdale@lpsnrd.org)  
**Project:** 2221 S. 39th  
**Scope:** House Demolition

**Gana Trucking and Excavating, Inc. proposes to provide the following for the project stated above.**

- 1 Abandon sewer and water utilities completely as required by the City of Lincoln.
- 2 Provide an asbestos survey of the house.
- 3 Install orange construction fence around the house which is required to obtain a demolition permit.
- 4 Obtain demolition permit from the City of Lincoln.
- 5 Remove, haul off and dispose of the existing house including basement, foundations and footings.
- 6 Remove, haul off and dispose of shed including floor slab and foundations.
- 7 Remove, haul off and dispose driveway and old garage foundation south of house.
- 8 Pay all landfill fees associated with disposal of the demolition debris.
- 9 Use onsite soils to backfill the void from basement removal.
- 10 Grade lot to provide positive drainage.

<b>Total Price:</b>	<b>\$</b>	<b>26,112</b>
---------------------	-----------	---------------

**Notes:**

- 1 Abandonment of the electrical service to the house is to be provided by the owner.
- 2 Abandonment of the gas service to the house is to be provided by the owner.
- 3 The above price is based on doing all work in one mobilization.
- 4 The above price does not include any seeding.

**Respectfully,  
Gana Trucking and Excavating, Inc.**

**Adam Root**

**Accepted By:**

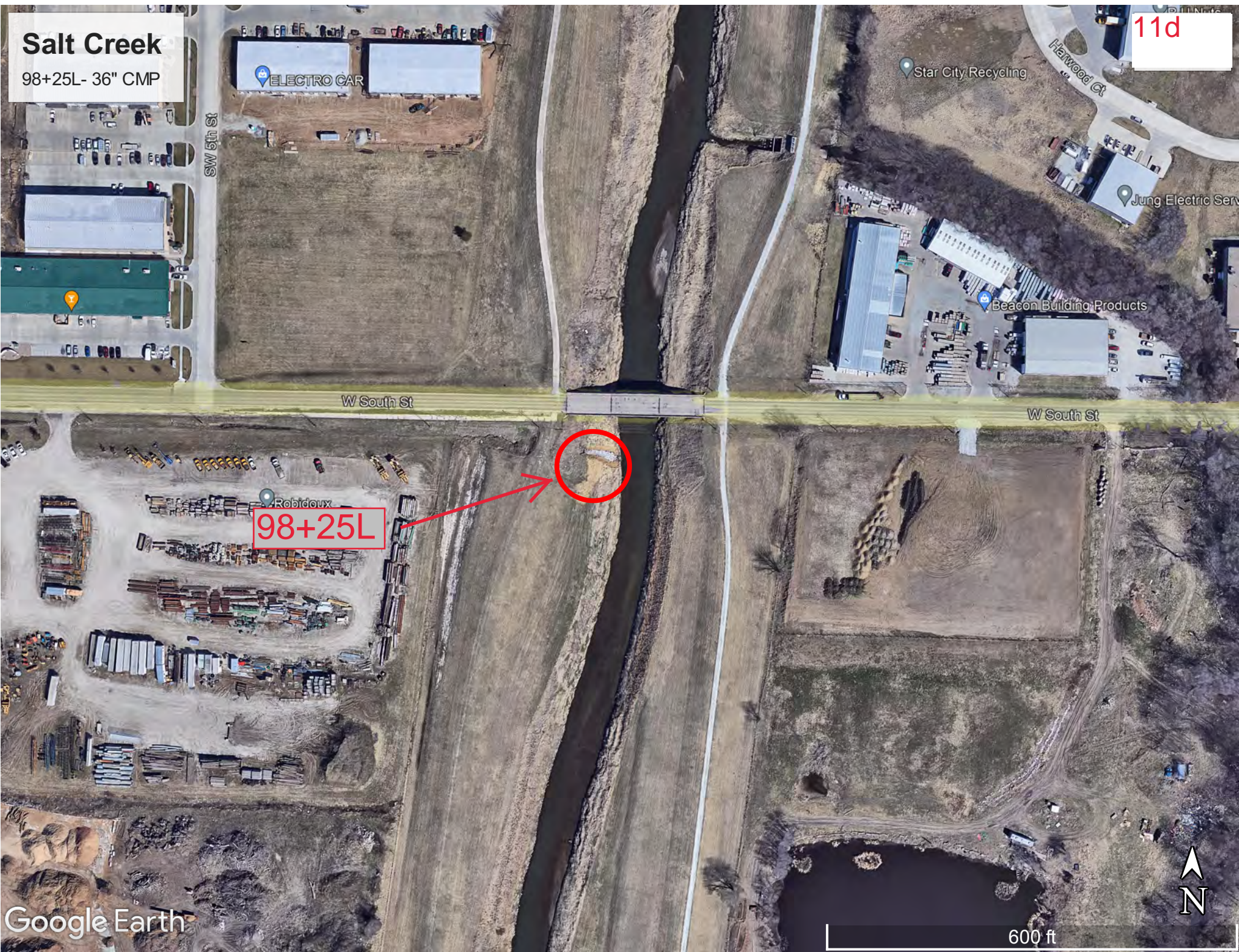
\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Date**

# Salt Creek

98+25L- 36" CMP

11d



SW 5th St

Robidoux  
98+25L

Star City Recycling

Beacon Building Products

Jung Electric Serv

Harwood Ct

W South St

W South St



## PROFESSIONAL SERVICES AGREEMENT

<b>PROJECT:</b>	<u>Salt Creek Station 98+25L Culvert Rehabilitation</u>	<b>HOUSTON ENGINEERING</b>	
		<b>JOB #:</b>	<u>R000173-0002</u>
<b>CLIENT:</b>	<u>Lower Platte South NRD</u>		
<b>ADDRESS:</b>	<u>3125 Portia Street, Lincoln, NE 68521</u>		
<b>CONTACT:</b>	<u>Mr. Al Langdale</u>	<b>TEL:</b>	<u>402.476.2729</u> <b>Tax ID:</b> _____
<b>CLIENT EMAIL:</b>	<u>ALangdale@lpsnrd.org</u>		
<b>CONSULTANT:</b>	<u>Houston Engineering, Inc.</u>		
<b>ADDRESS:</b>	<u>12702 Westport Parkway #300, Omaha, NE 68154</u>		
<b>CONTACT:</b>	<u>Melinda C. Rogers, PE</u>	<b>TEL:</b>	<u>402.934.8475</u> <b>FAX:</b> <u>402.032.6940</u>
<b>PROJECT DESCRIPTION:</b>	<u>Rehabilitation of Salt Creek Sta 98+25 L culvert upstream of W South Street.</u>		

**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 \$\_\_\_\_\_.

**TIME AND MATERIALS.** Compensation for these services will not exceed \$ **45,334.00** 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 \_\_\_\_\_.
  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:**       **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  
**BY:** Melinda C. Rogers, PE  
**SIGNATURE:** *Melinda C. Rogers*  
**TITLE:** Senior Project Engineer  
**DATE:** 29 August 2022

**CLIENT:** Lower Platte South NRD  
**BY:** Paul Zillig  
**SIGNATURE:** \_\_\_\_\_  
**TITLE:** General Manager  
**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.

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**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).

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**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.

**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 consistent 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 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.

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

**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 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.

**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.



		Prj Engr/Prj Mngr	Principal Engineer	Senior Env. Engineer	Project Engineer	EI	Admin		Total
<b>Tasks</b>		Rogers	Sotak	Kaufman	(Varies)	(Varies)	Stratton	FYRA Expenses	
<b>Task 1 Project Management</b>									
1.1	Meetings for Contract Approval (1 meeting)	3						\$140	
1.2	Monthly Invoicing and Project Schedule Updates (4 months)	3							
1.3	USACE Levee Safety Coordination Meetings (1 meeting)	1				2		\$25	
1.4	USACE Regulatory Coordination Meetings (1 meeting)			1		2		\$10	
1.5	Project Team QA/QC		3	1	3				
<b>Project Management Task Total</b>		\$1,547	\$720	\$386	\$480	\$560	\$0	\$175	\$3,868
<b>Task 2 Preliminary Design</b>									
2.1	Penetration, Utilities, Site Investigation and Survey	1				10		\$450	
2.2	Alternatives Constructability Review	1				2			
2.3	Preliminary Plan and Profiles	3				30			
2.4	Preliminary Cost Estimate					1			
<b>Preliminary Design Task Total</b>		\$1,105	\$0	\$0	\$0	\$6,020	\$0	\$450	\$7,575
<b>Task 3 Permitting</b>									
3.1	Wetland Delineation/Ordinary High Water Mark Field Work and Reporting			10		18		\$300	
3.2	408 Permitting/PL 84-99 Approvals	3				4		\$400	
3.3	Regulatory Permitting (404 permit application)	1		8		10			
3.4	NPDES/Stormwater Permits	1				3			
<b>Permitting Task Total</b>		\$1,105	\$0	\$3,474	\$0	\$4,900	\$0	\$700	\$10,179
<b>Task 4 Final Design</b>									
4.1	Final Hydraulic Analysis	2	1			10			
4.2	Final Opinion of Costs	1				5			
4.3	Construction Documents and Specifications	6	1			20		\$250	
<b>Final Design Task Total</b>		\$1,989	\$480	\$0	\$0	\$4,900	\$0	\$250	\$7,619
<b>Task 5 Bidding and Construction Observation</b>									
5.1	Coordination	3				3			
5.2	Project Bidding	4	1			4			
5.3	Pre-Construction Meeting	3				3			
5.4	Construction Observation <sup>1</sup>	8	1			40			
5.5	Reporting					6			
5.6	Final Walkthrough	3				3			
5.7	As-Built Data					5		\$450	
5.8	As-Built Drawings	1				4			
5.9	O&M Modifications and Submittals	1				4			
<b>Bidding/Construction Observation Task Total</b>		\$5,083	\$480	\$0	\$0	\$10,080	\$0	\$450	\$16,093
Subtotal Hours		49	7	20	3	189	0		
Subtotal Costs		\$10,829	\$1,680	\$3,860	\$480	\$26,460	\$0	\$2,025	\$45,334

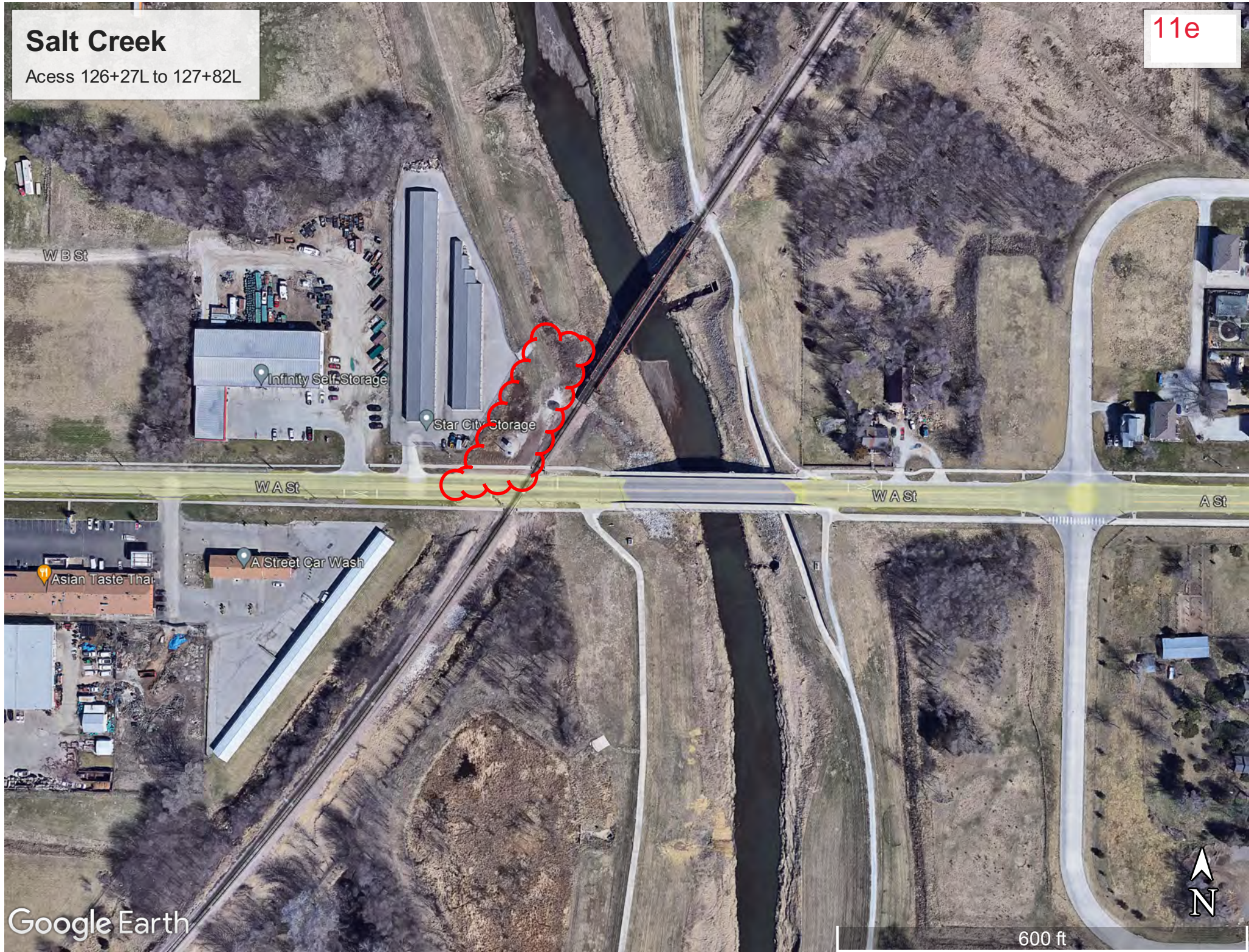
**Notes**

1 Assumes 2 weeks of construction observation with on-site observation of 20 hours/week

# Salt Creek

Access 126+27L to 127+82L

11e





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		Prj Engr/Prj Mngr	Principal Engineer	Senior Env. Engineer	Project Engineer	El	Admin		Total
		Rogers	Sotak	Kaufman	(Varies)	(Varies)	Stratton	FYRA Expenses	
		\$221	\$240	\$193	\$160	\$140	\$101		
<b>Tasks</b>									
<b>Task 1 Project Management</b>									
1.1	Meetings for Contract Approval	4						\$100	
1.2	Invoicing and Monthly Summaries	4					6		
1.3	Client Coordination	6				6			
<b>Project Management Task Total</b>		\$3,094	\$0	\$0	\$0	\$840	\$606	\$100	\$4,640
<b>Task 2 Preliminary and Final Design</b>									
2.1	Site Survey					10		\$500	
2.2	Ramp Design - Plan and Profile	2				8			
2.3	Construction Documents <sup>1</sup>	4				40			
2.4	Construction Specifications and Construction Contract	4				8			
2.5	QA/QC		3						
<b>Preliminary and Final Design Task Total</b>		\$2,210	\$720	\$0	\$0	\$9,240	\$0	\$500	\$12,670
<b>Task 3 404 and 408 Permitting</b>									
3.1	Site Investigation					10		\$135	
3.2	Environmental Report and Coordination			6	6	12			
3.3	404 Permit and Application Submittal/Coordination			4	6	10			
3.4	NEPA Documentation	2		1	1	2			
3.5	408 Approval Submittal and Coordination	16				8			
<b>404 and 408 Permitting Task Total</b>		\$3,978	\$0	\$2,123	\$2,080	\$5,880	\$0	\$135	\$14,196
<b>Task 4 Coordination with BNSF<sup>2</sup></b>									
4.1	Initial Project Coordination and Meeting (1 Meeting) <sup>3</sup>	6							
4.2	Documents for BNSF Coordination <sup>4</sup>	6			2	12			
4.3	Coordination with BNSF and LPSNRD During Approval Process <sup>5</sup>	28				12		\$5,000	
<b>Coordination with BNSF Task Total</b>		\$8,840	\$0	\$0	\$320	\$3,360	\$0	\$5,000	\$17,520
<b>Task 5 Bidding and Construction Observation</b>									
5.1	Project Bidding	6				6			
5.2	Construction Observation <sup>6</sup>	4			8	40		\$300	
5.3	As-Built Documents	1				4			
5.4	O&M Modifications and Submittals	3				10			
<b>Bidding and Construction Observation Task Total</b>		\$3,094	\$0	\$0	\$1,280	\$8,400	\$0	\$300	\$13,074
Subtotal Hours		96	3	11	23	198	6		
Subtotal Costs		\$21,216	\$720	\$2,123	\$3,680	\$27,720	\$606	\$6,035	\$62,100

**Notes**

- Construction Documents will include cover sheet, general notes and quantities, plan and profile sheet, ROW access/traffic control sheet, and erosion control
- The numbers in Task 4 are estimated to the best of our ability and assumes that BNSF agrees that the LPSNRD's easement in this location is a pre-existing easement on this site. Hours spent on this task will be limited to what is required, but may be greater than the amounts shown due to BNSF/BNSF legal requirements which may vary based on project coordinator. FYRA will make the client immediately aware of any circumstances that may lead to the hours in this task exceeding the budgeted amount.  
Initial coordination with BNSF will layout the steps necessary to receive a Right of Entry permit onto BNSF's railroad to construct the project within the existing easement.
- 
- Documents are expected to include application, original documentation of the easement, an updated easement document and land rights description of the existing easement, maps to show location in reference to BNSF track centerlines, easements and land rights description of temporary easements requested during construction.
- BNSF does not lay out a fee structure for specific permits, but it is expected that the application fee will be in the range of \$2000 and that the fee for BNSF to review and develop the agreement documents will be in the range of \$3000, however these numbers are subject to the reviewer and BNSF's time on the review.
- Assumes 5 total construction days.



# Salt Creek

183+86L 15" RCP

11f

183+86L

184+90R

6

W 0st

W P St

N 1st St

S 1st St

Google Earth

600 ft



Driver License Office (DMV)

Scooter's Coffee

McDonald's

El Cielito Lindo Me

Durst Me





## 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.

**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 consistent 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 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.

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

**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 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.

**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.

Tasks		Prj Engr/Prj Mngr	Principal Engineer	Senior Env. Engineer	Project Engineer	EI	Admin	FYRA Expenses	Total
		Rogers	Sotak	Kaufman	(Varies)	(Varies)	Stratton		
		\$221	\$240	\$193	\$160	\$140	\$101		
<b>Task 1 Project Management</b>									
1.1	Meetings for Contract Approval	5						\$50	
1.2	Monthly Invoicing and Project Schedule Updates	6					8		
1.3	USACE Levee Safety Coordination Meetings (1 meeting)	5				5			
1.4	USACE Regulatory Coordination Meetings (1 meeting)			4	4				
1.5	City of Lincoln Coordination Meeting (1 meeting)	4				4		\$50	
1.6	Project Team QA/QC		10		10				
<b>Project Management Task Total</b>		\$4,420	\$2,400	\$772	\$2,240	\$1,260	\$808	\$100	\$12,000
<b>Task 2 Preliminary Design</b>									
2.1	Penetration, Utilities, Site Investigation and Survey					12		\$500	
2.2	Preliminary Design Plans and Calculations	4				20			
2.3	Hydrologic and Hydraulic Analysis	2				12			
2.4	Preliminary Cost Estimate	1				3			
<b>Preliminary Design Task Total</b>		\$1,547	\$0	\$0	\$0	\$6,580	\$0	\$500	\$8,627
<b>Task 3 Permitting</b>									
3.1	Wetland Delineation/Ordinary High Water Mark Field Work and Reporting			4		16		\$135	
3.2	408 Permitting	25				25			
3.3	Regulatory Permitting and NEPA Documentation	2		4	6	14			
3.4	NPDES Coordination	2				4			
<b>Permitting Task Total</b>		\$6,409	\$0	\$1,544	\$960	\$8,260	\$0	\$135	\$17,308
<b>Task 4 Final Design and Landowner Agreements</b>									
4.1	Final Hydrologic and Hydraulic Analysis	4				10			
4.2	Construction Documents and Specifications	20			30	65		\$50	
4.3	Final Opinion of Costs	1				8			
4.4	Landowner Coordination and Review	12				8		\$100	
<b>Final Design &amp; Landowner Agreements Task Total</b>		\$8,177	\$0	\$0	\$4,800	\$12,740	\$0	\$150	\$25,867
Subtotal Hours		93	10	12	50	206	8		
Subtotal Costs		\$20,553	\$2,400	\$2,316	\$8,000	\$28,840	\$808	\$885	\$63,802

# Salt Creek

216+50R Twin 72" RCP

11g

Line Dr

N 4th St

Bowlin Stadium

216+50R

Vst

Lincoln Snow & Ice C

John Breslow Ice Hockey Center







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**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.

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**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.

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**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.

**Tasks**

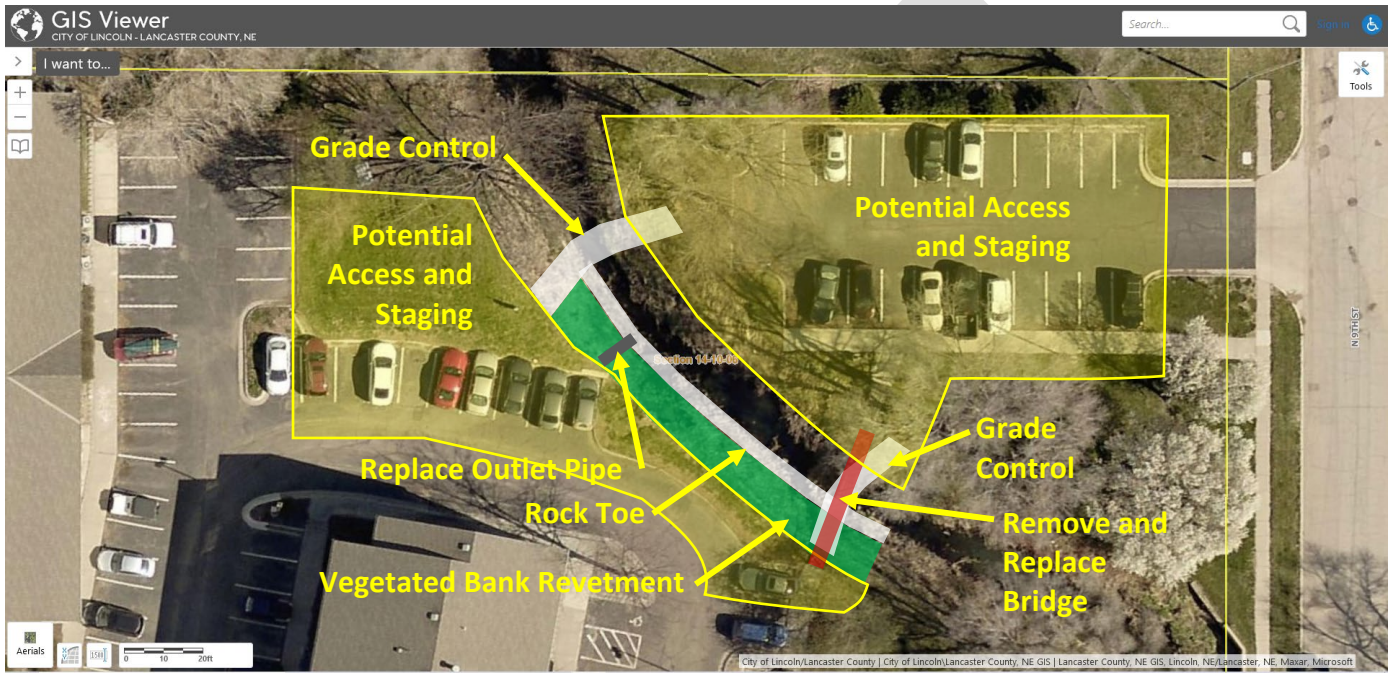
		Prj Engr/Prj Mngr	Principal Engineer	Senior Env. Engineer	Project Engineer	EI	Admin	FYRA	Total
		Rogers	Sotak	Kaufman	(Varies)	(Varies)	Stratton	Expenses	
<b>Task 1 Project Management</b>									
1.1	Meetings for Contract Approval (1 meeting)	3						\$50	
1.2	Monthly Invoicing and Project Schedule Updates (4 months)	5					6		
1.3	USACE Levee Safety Coordination Meetings (1 meeting)	1				2		\$25	
1.4	Project Team QA/QC		3	1	3				
<b>Project Management Task Total</b>		\$1,989	\$720	\$193	\$480	\$280	\$606	\$75	\$4,343
<b>Task 2 Permitting</b>									
2.1	408 Permitting/PL 84-99 Approvals	8				12		\$250	
2.3	NPDES/Stormwater Permits	1				3			
<b>Permitting Task Total</b>		\$1,989	\$0	\$0	\$0	\$2,100	\$0	\$250	\$4,339
<b>Task 4 Design</b>									
4.1	Site Visit to Collect Detailed Information	4				24		\$100	
4.2	Final Opinion of Costs	1				8			
4.3	Construction Documents and Specifications	10	1		4	56		\$250	
<b>Final Design Task Total</b>		\$3,315	\$240	\$0	\$640	\$12,320	\$0	\$350	\$16,865
<b>Task 5 Bidding and Construction Observation</b>									
5.1	Coordination	3				3			
5.2	Project Bidding	4	1			8			
5.3	Pre-Construction Meeting	3				3			
5.4	Construction Observation <sup>1</sup>	8	1			90		\$750	
5.5	Final Walkthrough	4				4			
5.6	As-Built Drawings	1				5			
5.7	O&M Modifications and Submittals	2				6			
<b>Bidding/Construction Observation Task Total</b>		\$5,525	\$480	\$0	\$0	\$16,660	\$0	\$750	\$23,415
Subtotal Hours		58	6	1	7	224	6		
Subtotal Costs		\$12,818	\$1,440	\$193	\$1,120	\$31,360	\$606	\$1,425	\$48,962

**Notes**

1 Assumes 3 weeks of construction observation with on-site observation of 30 hours per week.

# Lower Platte South Natural Resources District Lynn Creek at North 9<sup>th</sup> Channel Stabilization Scope of Service

The purpose of the following scope of services is to develop channel and bank stabilization design, plans, specification, costs and construction documents to stabilize Lynn Creek at Parkview Apartment Complex (on N 9<sup>th</sup> Street) from the stormwater outfall to the pedestrian bridge as illustrated in the Schematic Design Exhibit.



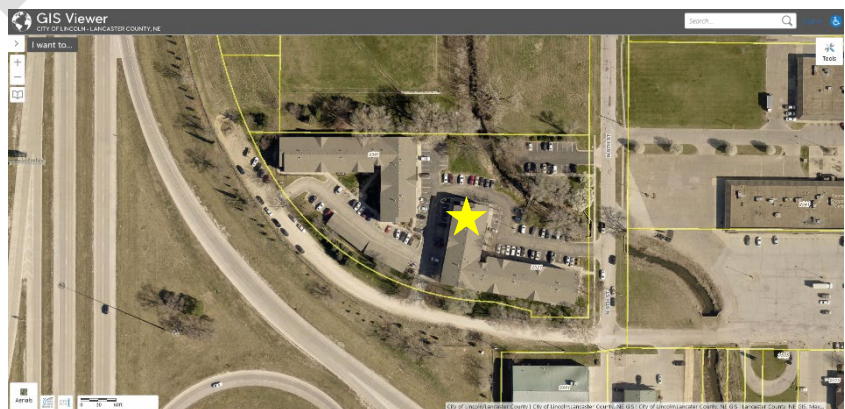
Schematic Design Exhibit

## 1.0 Surveying

Provide boundary and topographic surveying sufficient to produce final plans and easement documents.

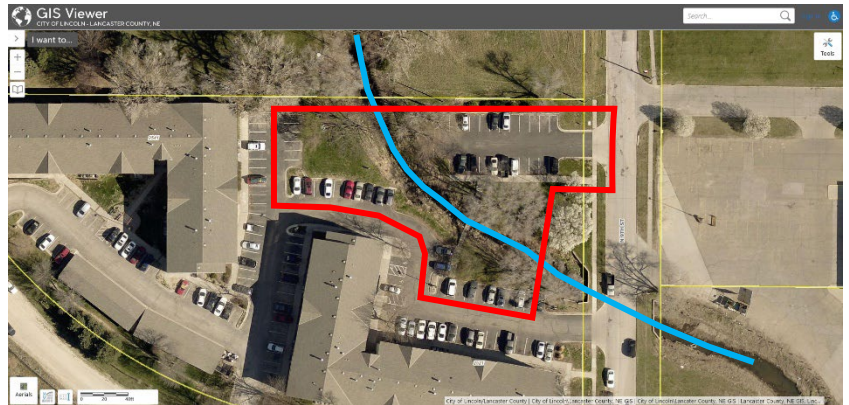
### 1.1 Boundary Data

Provide boundary data sufficient to produce easement documents based on NRD and County records for the parcels indicated by yellow stars in the boundary information exhibit. Locate enough property corners to closely approximate boundary lines on the survey. Include parcel information and meets and bounds data.



Boundary Exhibit

- 1.2 Topographic Survey  
Provide normal and customary topographic surveying of approximately 1 acres sufficient to produce 1' contours. Topographic surveying limits are indicated by solid red lines in the survey exhibit.



Survey Exhibit

- 1.3 Channel Profile Survey  
Provide profile survey of approximately 400 lineal feet of channel as indicated by the light blue lines in the survey limits exhibit.
- 1.4 Horizontal and Vertical Control  
Establish survey control using existing available reference control monuments and place site control points and benchmarks with reference ties for use during construction.

2.0 Geotechnical Services

Geotechnical data is necessary for creek bank slope stability design and other situations where soil stability may affect design.

- 2.1 Geotechnical Exploration  
The Geotechnical engineer will obtain soil samples in the field. The final number and location of geotechnical borings will be determined on site by the geotechnical engineer. Care will be taken to minimize damage to property during the geotechnical exploration. Any damage will be restored to the pre-exploration condition by the geotechnical engineer. Boring holes will be backfilled with cutting, clay, plugs and/or other material as determined by the geotechnical engineer. Boring locations will be illustrated in the geotechnical report.
- 2.2 Laboratory Testing and Report  
The soil samples will be laboratory tested for the appropriate soil parameters to support the final design. Laboratory Tests results and implications will be summarized in the geotechnical report.
- 2.3 Geotechnical Report  
The geotechnical engineer will evaluate the soils for slope stability, retaining wall and foundation suitability, as appropriate for the design, and make design recommendations for proposed improvements as needed to support the final design. The results and geotechnical engineer's recommendations will be summarized in the geotechnical report.

3.0 60% Design, Plans and Cost Estimate

- 3.1 Hydraulic Analysis
  - 3.1.1 HEC RAS Modeling  
I&L will develop a HEC RAS model to illustrate design performance and support permits. I&L will use the hydrologic and hydraulic data from the effective FEMA model as follows:
  - 3.1.2 Effective Model – Obtain FEMA regulatory model
  - 3.1.3 Duplicate Effective Model – Repeat FEMA results
  - 3.1.4 Corrected Effective Model – Correct errors and bring model to current modeling standards
  - 3.1.5 Existing Conditions Model – Add current topography and geometry.



- 3.1.6 Proposed Conditions Model – Model the effect of proposed designs on the regulatory floodway and floodplain.
- 3.2 Preliminary Design
  - I&L will develop the design in accordance with accepted design standards (City, NRD, County, State, Federal and others). Schematic design is illustrated in the Schematic Design Exhibit:
  - 3.2.1 Access and Staging
  - 3.2.2 Demolition
  - 3.2.3 Temporary relocation of pedestrian bridge and other facilities
  - 3.2.4 Pipes, manholes, culverts as needed
  - 3.2.5 Headwalls, retaining walls, structures, debris deflectors and weirs as needed
  - 3.2.6 Channel erosion protection as appropriate
  - 3.2.7 Pavement, curb, guardrail, fencing as needed
  - 3.2.8 Construction access and limits of disturbance
  - 3.2.9 Utility relocations as needed
  - 3.2.10 Preliminary Easement/ROW requirements as needed
  - 3.2.11 Removal, replacement and/or relocation of amenities
- 3.3 Utility Coordination
  - I&L will submit preliminary plans to the utility companies for their review and identification of utility locations as appropriate. I&L will coordinate directly with each utility to either 1) utility verifies that there is no conflict or 2) develop a mutually agreed plan to address each utility conflicts identified. I&L will PDF all letters, maps, notes, and correspondence documenting the findings of “no conflict” or the agreed upon resolution.
- 3.4 60% Plans
  - Plans will be produced in AutoCAD Civil 3D to illustrate the design and develop quantities. The plans may include: Cover, Notes and Quantities, Overall Location Plan, Access and Easement Information, Plan, Profile, Sections, Elevations, Details, and Notes.
- 3.5 Quantities
  - Quantities will be developed in bid tab format based on the preliminary design.
- 3.6 Cost Opinion
  - Unit cost data will be estimated using bid tabs for similar project and local available bid tab databases appropriate for these projects.
- 3.7 Quality Control Check
  - The project Quality Control Manager (QCM), a senior design engineer, will review the design plans, calculations and cost opinion to check for practicality and that I&L’s design protocols were followed in developing and documenting the design.
- 3.8 60% Plan Submittal
  - I&L will submit plans and cost opinions to the NRD electronically in PDF format. The submittal will include electronic files (MS Word, MS Excel, AutoCAD, Esri) as requested by the NRD.
- 3.9 60% Plan Review Meeting and site visit
  - 3.9.1 Meeting
    - I&L will schedule and attend a meeting with the NRD to review the preliminary design, plans and cost opinion. I&L will prepare meeting summary notes in PDF format and submit them to the NRD via email for review and comment.
  - 3.9.2 Site Visit

As part of the meeting, I&L will walk the project site with NRD Staff and the 60% plans to observe field conditions and discuss the design challenges and opportunities. The site visit summary notes will be included in the meeting notes submittal.

3.10 Preliminary Plans, Cost Review and Approval

The NRD will review the preliminary plans submittal and provide comments and conditional approval. I&L will incorporate the review comments into the final design plan.

4.0 Easement Documents and Land Rights Exhibits

4.1 Land Rights Exhibits

I&L will prepare Land Rights Exhibits as needed. The exhibits will illustrate the location of easements and construction disturbance limits on an aerial photo. The exhibits will include parcel information, the easement area quantity, and the construction disturbance areas quantity. Land Rights Exhibits will be prepared in PDF format and submitted to the NRD via email as needed to support the NRD's efforts.

4.2 Easement Documents

Easement Documents shall include a plat illustrating each easement and a script providing meets and bounds description of the easement in addition to the standard NRD language. I&L will submit Easement Documents to the NRD via email in PDF format for the NRD's use in acquiring easements. Easement documents will be formatted for printing on 8½"X11" media.

5.0 Permitting

I&L will prepare and submit the necessary required permits for review and approval:

5.1 US Army Corps of Engineer 404 Nationwide

5.1.1 Wetland Delineation

5.1.2 Nebraska Stream Condition Assessment Procedure (NeSCAP)

5.2 DNR 401

5.3 NDOR

5.4 Land Disturbance

5.5 Floodplain Development Permit

5.6 FEMA No-Rise Certification

6.0 Final Plans, Specifications, Cost Opinion and Construction Documents

6.1 Final Design Plans

Final plans will be produced in AutoCAD Civil 3D to illustrate the design and for use as a base for the final cost opinion.

6.2 Specifications

6.2.1 Standard Specifications

The Project Standard Construction Specifications will be the NRD's approved specifications.

6.2.2 Special Provisions


Special provisions will be prepared for all items not specifically covered in the project standard specifications.

6.3 Construction Documents


I&L will prepare construction documents using the NRD standard format. Construction Documents may include: Project Description, Invitation to Bidders, Contract Agreement, Bid Tab, General Conditions, Standard Specifications, Special Provisions, Bond Forms (Bid, Payment, Performance), Project Construction Forms (Notice of Award, Notice to Proceed, Application for Payment, Change order, among others as appropriate)

- 6.4 Final Quantities  
I&L will develop final quantities based on the final design. The final quantities will be in the final bid tab format using the bid tab item descriptions and units.
- 6.5 Final Cost Opinion  
I&L will prepare the final opinion of construction costs based on the bid tab final quantities and unit cost information appropriate for this region.
- 6.6 Quality Control Check  
The project QCM will review the design plans, calculations and cost opinion to check for practicality and that I&L's design protocols were followed in developing and documenting the design.
- 6.7 Final Plan, Specifications, Costs, and Construction Documents Submittal  
I&L will submit final plans, specifications, cost opinion, and construction documents to the NRD as electronically in PDF format.
- 6.8 Final Plans, Specs and CDs Review Meeting  
I&L will coordinate and attend a virtual meeting with the NRD to review the final plans, specifications, construction documents, and cost opinion. I&L will prepare meeting summary notes in PDF format and submit them to the NRD via email for review and comment.
- 6.9 Final Submittal Review and Approval  
The NRD will review the Final Plans Submittal documents and provide comments and conditional approval. I&L will incorporate the review comments into the approved documents.
- 6.10 Approved Documents  
Upon approval of the Final Submittal documents, I&L will prepare and submit the approved documents. The submittal will include:
  - 6.10.1 Electronic Bid Documents Submittal  
I&L will coordinate with and submit electronic copy of Plans, Specifications and Construction Documents in PDF format to the NRD designated electronic plan rooms for use in project bidding.
  - 6.10.2 Electronic Files  
I&L will submit electronic copy of Plans, Specifications and Construction Documents to the NRD in PDF format. I&L will also submit all the approved documents in their original electronic format (MS Word, MS Excel, MS PowerPoint, AutoCAD, Microstation, HEC-RAS, others).
- 7.0 Bidding Services
  - 7.1 Pre-Bid Meeting  
I&L will attend a pre-bid meeting to review the plans and answer questions.
  - 7.2 Requests for Information  
I&L will respond to written requests for information during the bidding process and make the resulting information available to the other potential bidders via email notifications.
  - 7.3 Addendum  
I&L will prepare contract addendum in a timely fashion during the bidding period and make the addendum available to the other potential bidders via email notification.
  - 7.4 Bid Tab Review and Recommendation  
I&L will review the responses and prepare a table in MS Excel summarizing the bid tabs from respondents. Review shall include checking references from respondents to verify each respondent possesses the required construction experience. I&L shall prepare a memorandum summarizing the review findings and recommending a respondent to the County. The memorandum will be in PDF format and will contain the bid tabs.


## Lower Platte South Natural Resources District - Lynn Creek at 9th Street

											
Personnel Type/ Title	Principal	Project Manager	Engineer EI	CAD/ GIS/ Designer	Structural Engineer	Subtotal Hours	Subtotal Personnel Cost	Direct Expenses	Sub Consultant Expenses	Subtotal	
Personnel Billing Rate	225.00	190.00	110.00	110.00	190.00						
<b>Surveying</b>											
						-	\$ -			\$ -	
	Coordination	2				2.00	\$ 380.00			\$ 380.00	
1	\$ 13,000	Schemmer Topo, Profile, Control Points				-	\$ -	\$ -	\$ 13,000.00	\$ 13,000.00	
						-	\$ -			\$ -	
<b>Subtotal =</b>		<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>2.00</b>	<b>\$ 380.00</b>	<b>\$ -</b>	<b>\$ 13,000.00</b>	<b>\$ 13,380.00</b>	
<b>Geotechnical</b>											
						-	\$ -			\$ -	
	Coordination	2				2.00	\$ 380.00			\$ 380.00	
1	\$ 12,500	Benesch Field Samples, lab testing, Report				-	\$ -	\$ -	\$ 12,500.00	\$ 12,500.00	
1	\$ 2,500	Benesch Global Stability Analysis				-	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	
						-	\$ -			\$ -	
<b>Subtotal =</b>		<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>2.00</b>	<b>\$ 380.00</b>	<b>\$ -</b>	<b>\$ 15,000.00</b>	<b>\$ 15,380.00</b>	
<b>60% Design, Plans, and Cost</b>											
						-	\$ -			\$ -	
	HEC RAS Modeling					-	\$ -			\$ -	
	Effective	1	4			5.00	\$ 630.00			\$ 630.00	
	Duplicate Effective	1	4			5.00	\$ 630.00			\$ 630.00	
	Corrected Effective	1	4			5.00	\$ 630.00			\$ 630.00	
	Existing Conditions	2	8			10.00	\$ 1,260.00			\$ 1,260.00	
	Proposed Conditions	4	8	8		20.00	\$ 2,520.00			\$ 2,520.00	
	Documentation	1	4			5.00	\$ 630.00			\$ 630.00	
	Preliminary Design					-	\$ -			\$ -	
	Grading	1	2			3.00	\$ 410.00			\$ 410.00	
	Access		1			1.00	\$ 110.00			\$ 110.00	
	Channel and Banks	2	4			6.00	\$ 820.00			\$ 820.00	
	Bridge Abutments	1	2		16	19.00	\$ 3,450.00			\$ 3,450.00	


# Lower Platte South Natural Resources District - Lynn Creek at 9th Street

											
		Personnel Type/ Title	Principal	Project Manager	Engineer EI	CAD/ GIS/ Designer	Structural Engineer	Subtotal Hours	Subtotal Personnel Cost	Direct Expenses	Sub Consultant Expenses
Personnel Billing Rate		225.00	190.00	110.00	110.00	190.00					
		Utility Coordination					-	\$ -			\$ -
		Utility Submittal		1	4		5.00	\$ 630.00			\$ 630.00
	8	Utility Submittals					-	\$ -			\$ -
	10	11X17 Sheets Pages per plan set					-	\$ -			\$ -
80	\$ 1	Printing 11X17 cost per sheet (double sided)					-	\$ -	\$ 80.00		\$ 80.00
8	\$ 3	Envelopes and Postage					-	\$ -	\$ 24.00		\$ 24.00
		Utility Coordination		1	4		5.00	\$ 630.00			\$ 630.00
		Utility Documentation			1		1.00	\$ 110.00			\$ 110.00
		Preliminary Plans					-	\$ -			\$ -
1		Cover		1		3	4.00	\$ 520.00			\$ 520.00
1		Notes and Quantities		1		3	4.00	\$ 520.00			\$ 520.00
1		Overall Location, Boundary, Easement Plan		1		3	4.00	\$ 520.00			\$ 520.00
1		Demolition and Utility Relocation		1		3	4.00	\$ 520.00			\$ 520.00
1		Plan Profile Sheets		1		3	4.00	\$ 520.00			\$ 520.00
1		Cross Sections Sheets		1		3	4.00	\$ 520.00			\$ 520.00
1		Pipe Profile Sheets		1		3	4.00	\$ 520.00			\$ 520.00
0		Headwall/Retaining Elevation and Details		0		0	-	\$ -			\$ -
1		Civil Details		1		3	4.00	\$ 520.00			\$ 520.00
1		Structural Details		1		3	6.00	\$ 900.00			\$ 900.00
0		Traffic Control		0		0	-	\$ -			\$ -
0		Planting and Restoration Plan		0		0	-	\$ -			\$ -
0		SWPPP		0		0	-	\$ -			\$ -
1		Others		1		3	4.00	\$ 520.00			\$ 520.00
		Preliminary Quantities		1	4	8	13.00	\$ 1,510.00			\$ 1,510.00
		Preliminary Cost Opinion		1	2		3.00	\$ 410.00			\$ 410.00
		Quality Control Check		1			1.00	\$ 225.00			\$ 225.00
		Preliminary Submittal		1	2		3.00	\$ 410.00	\$ -		\$ 410.00
							-	\$ -			\$ -


## Lower Platte South Natural Resources District - Lynn Creek at 9th Street

											
Personnel Type/ Title		Principal	Project Manager	Engineer EI	CAD/ GIS/ Designer	Structural Engineer	Subtotal Hours	Subtotal Personnel Cost	Direct Expenses	Sub Consultant Expenses	Subtotal
Personnel Billing Rate		225.00	190.00	110.00	110.00	190.00					
	Site Visit and Submittal Review Meeting Coordination		1	2			3.00	\$ 410.00			\$ 410.00
	Attend Meeting - evening flight in, meetings next day, morning flight out, 2 people		16	16			32.00	\$ 4,800.00			\$ 4,800.00
2	\$ 680 Air Fair Round Trip						-	\$ -	\$ 1,360.00		\$ 1,360.00
2	\$ 75 Rental Car per diem						-	\$ -	\$ 150.00		\$ 150.00
2	\$ 109 Hotel per diem						-	\$ -	\$ 218.00		\$ 218.00
2	\$ 64 Meals per diem						-	\$ -	\$ 128.00		\$ 128.00
2	\$ 25 Airport Parking						-	\$ -	\$ 50.00		\$ 50.00
	Site Visit and Meeting Summary		2	2			4.00	\$ 600.00			\$ 600.00
							-	\$ -			\$ -
<b>Subtotal =</b>		<b>1</b>	<b>48</b>	<b>78</b>	<b>46</b>	<b>18</b>	<b>191.00</b>	<b>\$ 26,405.00</b>	<b>\$ 2,010.00</b>	<b>\$ -</b>	<b>\$ 28,415.00</b>
<b>Easement Documents</b>											
	Coordination		2				2.00	\$ 380.00		\$ -	\$ 380.00
	Land Rights Exhibits		1	8			9.00	\$ 1,070.00		\$ -	\$ 1,070.00
1	\$ 300 Schemmer Title Reports		1	1			2.00	\$ 300.00		\$ 300.00	\$ 600.00
1	\$ 500 Schemmer Easement Plats and Scripts		1	1			2.00	\$ 300.00		\$ 500.00	\$ 800.00
							-	\$ -			\$ -
<b>Subtotal =</b>		<b>0</b>	<b>5</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>15.00</b>	<b>\$ 2,050.00</b>	<b>\$ -</b>	<b>\$ 800.00</b>	<b>\$ 2,850.00</b>
<b>Permitting</b>											
	USACE 404 Nationwide						-	\$ -		\$ -	\$ -
1	\$ 5,000 Wetland Delineation		2				2.00	\$ 380.00		\$ 5,000.00	\$ 5,380.00
	NeSCAP		4	6			10.00	\$ 1,420.00		\$ -	\$ 1,420.00
	Coordination with Omaha District		4	12			16.00	\$ 2,080.00		\$ -	\$ 2,080.00
	DNR 401		1	2			3.00	\$ 410.00		\$ -	\$ 410.00
	Land Disturbance		1	4			5.00	\$ 630.00		\$ -	\$ 630.00
	Floodplain Development Permit		1	2			3.00	\$ 410.00		\$ -	\$ 410.00
	FEMA No-Rise Certification		2	6			8.00	\$ 1,040.00		\$ -	\$ 1,040.00
							-	\$ -			\$ -
<b>Subtotal =</b>		<b>0</b>	<b>15</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>47.00</b>	<b>\$ 6,370.00</b>	<b>\$ -</b>	<b>\$ 5,000.00</b>	<b>\$ 11,370.00</b>

# Lower Platte South Natural Resources District - Lynn Creek at 9th Street

											
Personnel Type/ Title	Personnel Billing Rate	Principal	Project Manager	Engineer EI	CAD/ GIS/ Designer	Structural Engineer	Subtotal Hours	Subtotal Personnel Cost	Direct Expenses	Sub Consultant Expenses	Subtotal
		225.00	190.00	110.00	110.00	190.00					
<b>Final Plans, Specifications, Cost and CDs</b>											
							-	\$ -			\$ -
	Final Plans						-	\$ -			\$ -
1	Cover			1	2		3.00	\$ 330.00			\$ 330.00
1	Notes and Quantities			1	2		3.00	\$ 330.00			\$ 330.00
0	Overall Location, Boundary, Easement Plan		0	0	0		-	\$ -			\$ -
1	Demolition and Utility Relocation			1	2		3.00	\$ 330.00			\$ 330.00
1	Plan Profile Sheets		0.5	1	2		3.50	\$ 425.00			\$ 425.00
1	Cross Sections Sheets		1	1	2		4.00	\$ 520.00			\$ 520.00
1	Pipe Profile Sheets		0.5	1	2		3.50	\$ 425.00			\$ 425.00
0	Headwall/Retaining Elevation and Details		0	0	0		-	\$ -			\$ -
1	Civil Details		1	1	2		4.00	\$ 520.00			\$ 520.00
1	Structural Details		0.5	1	2	2	5.50	\$ 805.00			\$ 805.00
1	Traffic Control		0.5	1	2		3.50	\$ 425.00			\$ 425.00
1	Planting and Restoration Plan		1	1	2		4.00	\$ 520.00			\$ 520.00
2	SWPPP		1	2	4		7.00	\$ 850.00			\$ 850.00
1	Others		1	1	2		4.00	\$ 520.00			\$ 520.00
	Standard Specifications		1				1.00	\$ 190.00			\$ 190.00
	Special Provisions		2	8			10.00	\$ 1,260.00			\$ 1,260.00
	Construction Documents (CD)			4			4.00	\$ 440.00			\$ 440.00
	Final Quantities		1	8			9.00	\$ 1,070.00			\$ 1,070.00
	Final Cost Opinion		2				2.00	\$ 380.00			\$ 380.00
	Quality Control Check	2					2.00	\$ 450.00			\$ 450.00
	Final Submittal		1	2			3.00	\$ 410.00			\$ 410.00
							-	\$ -			\$ -
	Submittal Review Meeting Coordination		1	2			3.00	\$ 410.00			\$ 410.00
	Attend Meeting (virtual meeting)		2	2			4.00	\$ 600.00			\$ 600.00
	Meeting Summary		1	2			3.00	\$ 410.00			\$ 410.00
							-	\$ -			\$ -
	<b>Subtotal =</b>	<b>2</b>	<b>18</b>	<b>41</b>	<b>26</b>	<b>2</b>	<b>89.00</b>	<b>\$ 11,620.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,620.00</b>

# Lower Platte South Natural Resources District - Lynn Creek at 9th Street

											
Personnel Type/ Title		Principal	Project Manager	Engineer EI	CAD/ GIS/ Designer	Structural Engineer	Subtotal Hours	Subtotal Personnel Cost	Direct Expenses	Sub Consultant Expenses	Subtotal
Personnel Billing Rate		225.00	190.00	110.00	110.00	190.00					
<b>Approved Documents</b>							-	\$ -			\$ -
							-	\$ -			\$ -
	Electronic Bid Documents – Submit electronic copy Plans and Construction Documents in PDF format for use in electronic plan rooms and project bidding. Submittal shall be via email, DVD or other media as requested by LPSNRD.		1	6	4		11.00	\$ 1,290.00			\$ 1,290.00
	Electronic Files – I&L will electronically submit all of the approved documents in their original electronic format (MS Word, MS Excel, MS PowerPoint, AutoCAD, MicroStation, HEC-RAS, others) and in PDF format.		1	6	1		8.00	\$ 960.00			\$ 960.00
							-	\$ -			\$ -
	<b>Subtotal =</b>	<b>0</b>	<b>2</b>	<b>12</b>	<b>5</b>	<b>0</b>	<b>19.00</b>	<b>\$ 2,250.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,250.00</b>
<b>Bidding Services</b>							-	\$ -			\$ -
							-	\$ -			\$ -
	Notify Potential Contractors		1				1.00	\$ 190.00			\$ 190.00
	Pre-Bid Meeting		12				12.00	\$ 2,280.00			\$ 2,280.00
	Attend Meeting - evening flight in, meetings next day, morning flight out, 1 people						-	\$ -			\$ -
1	\$ 680						-	\$ -	\$ 680.00		\$ 680.00
2	\$ 75						-	\$ -	\$ 150.00		\$ 150.00
2	\$ 109						-	\$ -	\$ 218.00		\$ 218.00
2	\$ 64						-	\$ -	\$ 128.00		\$ 128.00
2	\$ 25						-	\$ -	\$ 50.00		\$ 50.00
	Requests for Information		1	3			4.00	\$ 520.00			\$ 520.00
	Addendum		1	3	2		6.00	\$ 740.00			\$ 740.00
	Bid Tab Review and Recommendation		1	2			3.00	\$ 410.00			\$ 410.00
	Summary and Recommendation Memo		1	2			3.00	\$ 410.00	\$ -		\$ 410.00
							-	\$ -			\$ -
	<b>Subtotal =</b>	<b>0</b>	<b>17</b>	<b>10</b>	<b>2</b>	<b>0</b>	<b>29.00</b>	<b>\$ 4,550.00</b>	<b>\$ 1,226.00</b>	<b>\$ -</b>	<b>\$ 5,776.00</b>
<b>Subtotal Hours</b>		<b>3.00</b>	<b>109.00</b>	<b>183.00</b>	<b>79.00</b>	<b>20.00</b>	<b>394.00</b>	<b>\$ 54,005.00</b>	<b>\$ 3,236.00</b>	<b>\$ 33,800.00</b>	<b>\$ 91,041.00</b>
<b>Subtotal Personnel Cost</b>		<b>\$675</b>	<b>\$20,710</b>	<b>\$20,130</b>	<b>\$8,690</b>	<b>\$3,800</b>	CHECK	<b>\$ 54,005.00</b>			
										<b>TOTAL = \$ 91,041.00</b>	

Intuition & Logic Engineering, Inc. • 16253 Swingley Ridge Road • Chesterfield, MO 63017 • 636-777-3000