




## LOWER PLATTE SOUTH natural resources district

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

P: 402.476.2729 • F: 402.476.6454 | [www.lpsnrd.org](http://www.lpsnrd.org)

### Memorandum

**Date:** August 15, 2025  
**To:** Urban Subcommittee  
**From:** Drew Ratkovec, Projects Coordinator   
**Subject:** Urban Subcommittee Meeting Minutes – August 2025

The Urban Subcommittee met on August 14, 2025, at the NRD Office, at 5:30 pm. Subcommittee members participating included Dave Landis, committee chair, Gary Aldridge, Stephanie Matejka, Luke Peterson, and Larry Ruth. Others participating included Board Chair Bob Andersen, NRD staff David Potter, Bryce Jensen, Will Inselman, Eric Zach, and Drew Ratkovec. Director Gary Hellerich, Ross Lawrence from JEO, and Chris Furman from Houston Engineering were also in attendance. Subcommittee members Chuck Hassebrook, Susan Seacrest, and John Yoakum were absent. Director Landis called the meeting to order at 5:30 pm. The Subcommittee took action on two items. A quorum was present for the meeting.

#### **A. Consideration for Professional Services Agreement Amendment #2 with JEO Consulting Group for Salt Creek 10<sup>th</sup> to 14<sup>th</sup> Stream Stabilization Project [ACTION]–**

Bryce Jensen presented background information on the Salt Creek 10<sup>th</sup> to 14<sup>th</sup> Stream Stabilization Project. Originally starting in 2021, the district entered into an agreement with JEO for engineering services to address deficiencies on the left bank of Salt Creek, from 13<sup>th</sup> to 14<sup>th</sup> Street. The project has now advanced into a stream stability project from 10<sup>th</sup> to 14<sup>th</sup> with two focus areas, which are 10<sup>th</sup> to 12<sup>th</sup> Street and 13<sup>th</sup> to 14<sup>th</sup> Street. Amendment #2, JEO proposed to provide engineering services to assist with bidding and construction services for 13<sup>th</sup> to 14<sup>th</sup>. It will also include obtaining the remaining permits and final design for 10<sup>th</sup> to 12<sup>th</sup> and 13<sup>th</sup> to 14<sup>th</sup>. This proposal is for \$72,658.00. Construction will repair bank erosion and stabilize the creek bank.

- Work Type: Professional Services – Streambank Stabilization
- Budget: Included in FY26 Budget
- Funding: NRD
- Proposal: \$72,658.00 -- JEO
- Start: Upon Board Approval/August 2025
- Completion: 13<sup>th</sup> to 14<sup>th</sup> construction- March 2026, 10<sup>th</sup> to 12<sup>th</sup> to be determined
- Bid Using Budget/List of Consultant's Hourly Rates & Tasks
- Delays: Permitting
- Permits: SWPPP Stormwater Pollution Prevention Plan, USACE 404 & 408
- Access: No Concerns
- Payers, Players, & Partners: NRD, JEO
- Legal Counsel Review: Ongoing
- Deliverables: Final design, permitting, bidding, and construction services

**It was moved by Peterson, seconded by Ruth, and approved (5 yes and 0 no) by the Urban Subcommittee to recommend that the Board of Directors approve the Professional Services Agreement Amendment #2 with JEO Consulting Group for Salt Creek 10<sup>th</sup> to 14<sup>th</sup> Stream Stabilization Project for \$72,658.00.**

**B. Consideration for Professional Services Agreement Amendment #1 with Houston Engineering for Oak Creek Drainage Structure Project [ACTION]–**

Jensen provided background information on the Oak Creek berm located at the Interstate Lands Addition near 3301 NW 12<sup>th</sup> Street that has a failing drainage structure. In March 2025, the Board approved a Professional Agreement with Houston Engineering for Oak Creek Drainage Structure Rehabilitation. The agreement deliverables were project management, site investigation, final design, and permitting. Amendment #1 addresses bidding and construction services. These services are needed to put the construction phase in motion, as well as to complete the rehabilitation project.

- Work Type: Professional Services – Drainage Structure Rehabilitation
- Budget: Included in FY26 Budget
- Funding: NRD
- Proposal: \$38,943.00 -- Houston
- Start: Upon Board Approval/August 2025
- Completion: June 2026
- Bid Using Budget/List of Consultant's Hourly Rates & Tasks
- Delays: Permitting/Weather
- Permits: N/A with Amendment #1
- Access: No Concerns
- Payers, Players, & Partners: NRD, Houston
- Legal Counsel Review: Ongoing
- Deliverables: Bidding and Construction Services

**It was moved by Ruth, seconded by Landis, and approved (5 yes and 0 no) by the Urban Subcommittee to recommend that the Board of Directors approve the Professional Services Agreement Amendment #1 with Houston Engineering for Oak Creek Drainage Structure Project for \$38,943.00.**

Adjourn 5:56

cc: Bob Andersen, Corey Wasserburger



# LOWER PLATTE SOUTH

## natural resources district

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## Memorandum

**Date:** 7/31/2025  
**To:** Drew Ratkovec, Projects Coordinator  
**From:** Bryce Jensen, Land & Flood Control Operations Coordinator  
**Subject:** Salt Creek Services Contract Amendment

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The Salt Creek 10<sup>th</sup> to 14<sup>th</sup> stream stabilization project addresses deficiencies with the left (north) creek bank of Salt Creek in Lincoln, NE. The project consists of a study area, 10<sup>th</sup>-14<sup>th</sup>, and two focus areas, 10<sup>th</sup>-12<sup>th</sup> and 13<sup>th</sup>-14<sup>th</sup>.

The District entered into an agreement (Original Agreement) with JEO Consulting Group INC. (JEO) in 2021 for engineering services to assist the District with survey, geotechnical analysis, design, permitting and bidding for streambank repairs and stabilization of the creek channel. The agreement evaluated and developed design alternatives for the study area and consisted of final design for the original focus area of 13<sup>th</sup>-14<sup>th</sup>. When the conceptual design phase for the study area was completed, the District desired to continue with final design of a second focus area. In 2022, Amendment #1 to the scope of services added final design of the second focus area, 10<sup>th</sup>-12<sup>th</sup>. Due to the drawn-out permitting, it was decided to move the bidding and advertising task budgets to permitting for the 13<sup>th</sup>-14<sup>th</sup> focus area to complete the task.

Amendment #2, JEO proposes to provide engineering services to assist the District with bidding assistance and construction services for 13<sup>th</sup>-14<sup>th</sup>. Other deliverables include obtaining the remaining necessary permits, final design/specifications for 10<sup>th</sup>-12<sup>th</sup> and 13<sup>th</sup>-14<sup>th</sup>, and preparation of a Salt Creek O&M Manual addendum to be submitted to USACE. This amendment to the agreement is the next step in the 13<sup>th</sup>-14<sup>th</sup> project. Construction will repair bank erosion and stabilize the creek bank.

Enc. JEO Consulting Group INC. Amendment #2 to Salt Creek 10<sup>th</sup> to 14<sup>th</sup> Stream Stabilization Project  
pc: David Potter, Assistant General Manager



August 6, 2025

Lower Platte South NRD  
Attn: Bryce Jensen  
3125 Portia St  
Lincoln, NE 68521

RE: Amendment #2 – Design, Permitting, and Construction Services  
Salt Creek 10<sup>th</sup> to 14<sup>th</sup> Stream Stabilization  
JEO Project No. 211468.00

Dear Mr. Jensen:

Enclosed is Amendment #2 for the ongoing and additional tasks including final design, permitting, bidding, and construction services, as outlined in the attached scope of services.

It is noted that due to timing on project bidding and advertising and additional work needed for design and permitting, there was a NRD administrative approval / change order granted on November 20, 2024, to shift the scope of services' budget from the bidding and advertising to design and permitting in the original agreement and amendment #1.

Please review the attached documents and if you have any questions, please feel free to contact me at 402-474-8751 or [rlawrence@jeo.com](mailto:rlawrence@jeo.com). Thank you for the opportunity to work on this project.

• Revised Contract Totals:

Original Contract Total:	\$115,180
Amendment #1:	\$45,855
<b>Amendment #2:</b>	<b>\$72,658</b>
<b>Updated Total Contract:</b>	<b>\$233,693</b>

\*See attached scope of services for task breakdown

Amendment Accepted:

Owner

Lower Platte South NRD

By:

Signed:

Title:

Date Signed:

Engineer

JEO Consulting Group, Inc.

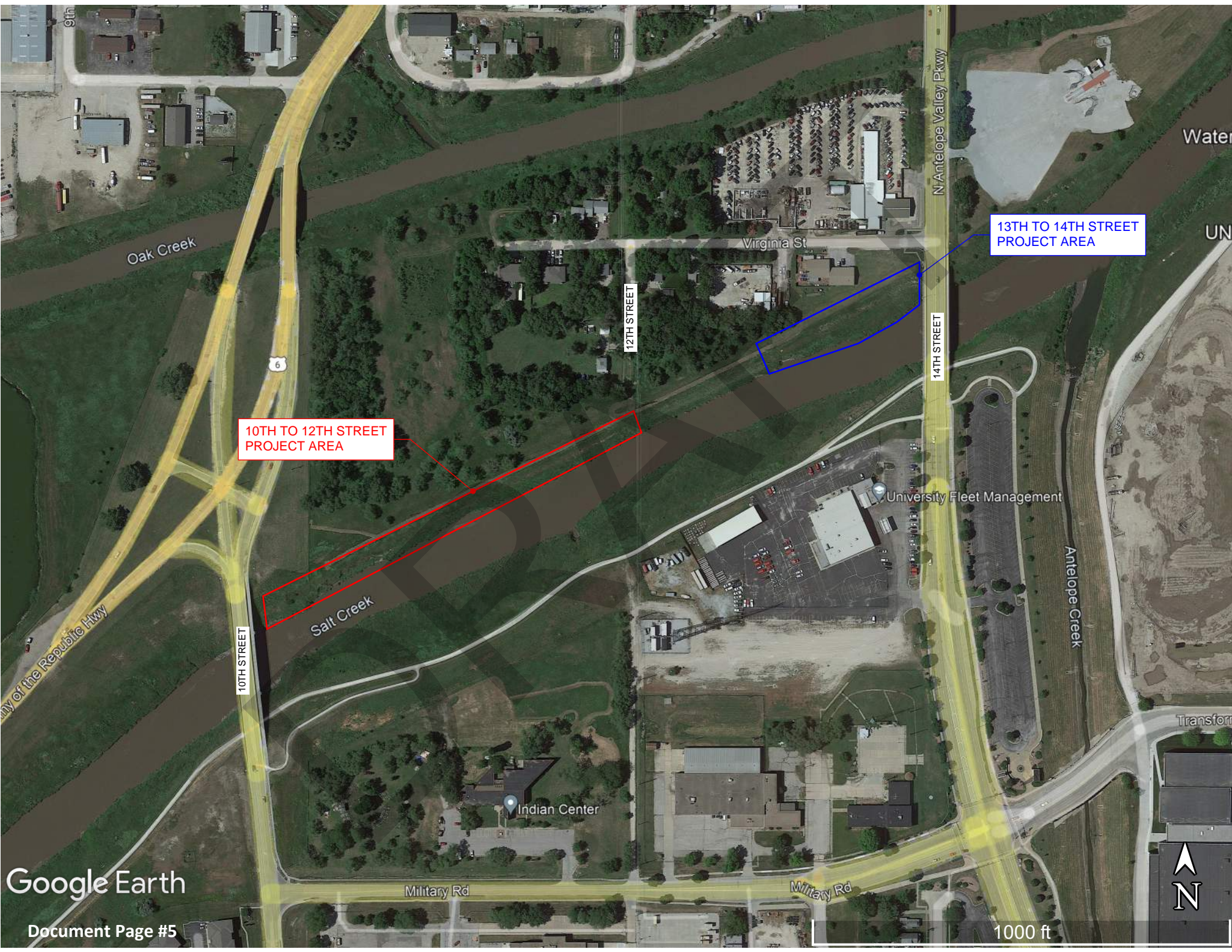
By: Ross Lawrence

Signed:

Title: Project Manager

Date Signed: 2025.08.06





13TH TO 14TH STREET  
PROJECT AREA

10TH TO 12TH STREET  
PROJECT AREA



1000 ft



**Scope of Services – Amendment #2**  
**Lower Platte South NRD – Salt Creek 10<sup>th</sup> to 14<sup>th</sup> Stream Stabilization**  
**JEO Project No. 211468.00**

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**Project Understanding:**

JEO proposes to provide engineering services to assist the Lower Platte South NRD (Owner) with final design, permitting, bidding assistance, and construction services for streambank repairs and stabilization along Salt Creek left (north) bank in Lincoln, NE. There are two project sites included in this scope of services, each at a different stage of completion, with remaining tasks as outlined in the following sections. (The task numbering is a continuation of the original scope of services and subsequent amendments.)

**Scope of Services:**

**1 – Project Management**

- Perform routine project management tasks
- Prepare and update a project schedule
- Prepare progress reports
- Communicate with Owner's representative to collaborate and collect data and key input, outside of formal meetings

**Task Deliverables:**

- Project schedule
- Project invoices

**Key Understandings/Assumptions:**

- The Owner will provide a dedicated project lead point of contact for project communication
- Project invoices will be provided monthly

**3 – Permitting (13<sup>th</sup> to 14<sup>th</sup> Street)**

**3.4 – National Pollutant Discharge Elimination System (NPDES)**

- Submit Notice of Intent (NOI) to Nebraska Department of Environment and Energy (NDEE)
- Prepare Stormwater Pollution Prevention Plan (SWPPP) for contractor use during construction
- Submit Notice of Termination (NOT) at project completion

**Meetings:**

- None

**Task Deliverables:**

- SWPPP

**Key Understandings/Assumptions:**

- Contractor will be responsible for SWPPP inspections and reporting

**5 – Design (13<sup>th</sup> to 14<sup>th</sup> Street)**

**5.3 – Final Design**

- Incorporate 95% review comments and internal QA/QC into development of final documents (drawings, specifications, opinion of cost, and contract documents) signed and sealed by a professional engineer registered in the State of Nebraska

**Task Deliverables:**

- Final design drawings, specifications, and cost opinion

**Key Understandings/Assumptions:**

- Design, specifications, and bid documents will be for one bid package

**7 – Bidding and Advertising (13<sup>th</sup> to 14<sup>th</sup> Street)**

- Assist the Owner in advertising and letting the project
- Prepare bidding documents and facilitate delivery to prospective bidders
- Prepare forms for contract documents including proposals, advertisements for bids, construction contracts, and payment and performance bonds as required (subject to approval by Owner)
- Respond to questions from potential bidders
- Attend bid letting; attended by JEO Project Manager or Project Engineer

**Meetings:**

- Bid letting

**Task Deliverables:**

- Bid documents
- Bid recommendation

**Key Understandings/Assumptions:**

- There will be one bid package

## **8 – Permitting (10<sup>th</sup> Street to 12<sup>th</sup> Street)**

### **8.2 – U.S. Army Corps of Engineers (USACE) Section 404**

- A wetland delineation report and draft pre-construction notification (i.e. permit application) has been prepared. Submittal to USACE is pending resolution of design/permitting comments for the 13<sup>th</sup> Street to 14<sup>th</sup> Street project area.
- Upon receipt of 404/408 approval for the 13<sup>th</sup> Street to 14<sup>th</sup> Street project, the 10<sup>th</sup> Street to 12<sup>th</sup> Street permit application will be finalized and submitted to the USACE to obtain a Section 404 authorization via Nationwide Permit (NWP).

### **8.3 – U.S. Army Corps of Engineers (USACE) Section 408**

- JEO has developed a project narrative and draft submittal packet for USACE review and approval. Submittal to USACE is pending resolution of design/permitting comments for the 13<sup>th</sup> Street to 14<sup>th</sup> Street project area.
- Upon receipt of 404/408 approval for the 13<sup>th</sup> Street to 14<sup>th</sup> Street project, the 10<sup>th</sup> Street to 12<sup>th</sup> Street 408 packet will be finalized and submitted to the USACE to obtain a Section 408 authorization.

#### **Meetings:**

- None

#### **Task Deliverables:**

- Wetland delineation and report
- Section 404 permit application
- Section 408 submittal

#### **Key Understandings/Assumptions:**

- Owner will be responsible for all permit fees.
- It will not be necessary to conduct interior drainage flow calculations, capacity analysis, and delineate ponding areas.
- It will not be necessary to coordinate with City of Lincoln Right-of-Way.
- As this is generally a channel (not levee) modification project it is anticipated that USACE coordination will be limited and completed via submitted information. JEO will work with Owner if additional USACE coordination is necessary.
- It is assumed a Nationwide Permit (NWP 13 or 31) will be obtained requiring no mitigation. Other 404 permit types or mitigation would require an amendment for additional services.
- NEPA requirements will be satisfied through the Categorically Permitted Alterations to Existing U.S. Army Corps of Engineers Civil Works Projects.
- The proposed design will not modify/alter recently completed bank stabilization in the vicinity of the newly constructed 10<sup>th</sup> Street bridge.



## **9 – Design (10<sup>th</sup> to 12<sup>th</sup> Street)**

### **9.3 – Final Design**

- Incorporate 95% review comments and internal QA/QC into development of final documents (drawings, specifications, opinion of cost, and contract documents) signed and sealed by a professional engineer registered in the State of Nebraska.

#### **Task Deliverables:**

- Final design drawings, specifications, and cost opinion

#### **Key Understandings/Assumptions:**

- Design, specifications, and bid documents will be for one bid package.

## **11 – Construction Services (13<sup>th</sup> to 14<sup>th</sup> Street)**

### **11.1 - Administration and Resident Project Representative (RPR)**

- JEO will provide part-time RPR services to observe construction of the project. RPR services include:
  - o Facilitate a pre-construction meeting
  - o Review of the contractor's work for general compliance with the plans and specifications
  - o Review, coordinate, and document construction progress
  - o Complete field reports and collect photographs to document the work
- JEO will provide construction administration services including:
  - o Contractor and NRD coordination
  - o Review of shop drawings and material certifications
  - o Review of payment requests
  - o Processing change orders, if needed
  - o Develop punch list
  - o Project close-out and substantial completion documentation

### **11.2 – Construction Surveying**

- JEO will provide construction staking to establish reference points and the general layout of the work.
- Provide survey of the excavation (subgrade) prior to placement of bedding and riprap materials.
- Provide survey of the final constructed (as-built) streambank after all construction is completed.

### **11.3 – Post Construction**

- JEO will assist the Owner during the 12-month warranty period with questions and coordination with the contractor for warranty period correction items
- Issue 11-month warranty letter to the Owner and contractor
- Conduct a warranty inspection and issue a warranty period correction letter to the contractor for repair items, if necessary

#### **11.4 – Project Closeout and USACE O&M Addendum**

- Preparation of record drawings (as-built plans) to accurately record as-constructed locations and elevations of features.
- Compile construction documentation and survey data.
- Preparation of an O&M addendum for the repaired streambank.
  - o The addendum is intended to cover all pertinent inspections, operations and maintenance procedures for the added or altered features and for other portions of the project that are impacted by these added or altered features. Details of the added or altered features will be summarized and accompanied by the as-built plans, specifications, and survey data for submittal to USACE.

#### **Meetings:**

- Pre-construction meeting
- Routine on-site meetings with the contractor and Owner during construction
- Four (4) survey trips for staking, subgrade survey, and final grade survey.
- One (1) punch list walk-through with contractor and Owner
- One (1) final walk-through with the contractor and Owner when construction is complete
- One (1) post-construction warranty inspection within 12 months of construction completion

#### **Task Deliverables:**

- Pre-Construction meeting agenda and notes
- Reviewed shop drawings
- Reviewed payment requests
- Change orders, if necessary
- Construction photos
- Punch list
- Certificate of Substantial Completion
- Record drawings
- O&M Addendum submittal

#### **Key Understandings/Assumptions:**

- Construction administration and RPR effort assumes approximately a four (4) month construction duration, from pre-construction meeting to final walk-through.

## Amendment #2

### Project Fee

JEO proposes to perform the services described at an hourly not-to-exceed fee as included in the following schedule:

Task 1 – Project Management.....	\$4,920
Task 3 – Permitting (13 <sup>th</sup> to 14 <sup>th</sup> Street).....	\$2,000
Task 5 – Design (13 <sup>th</sup> to 14 <sup>th</sup> Street).....	\$3,812
Task 7 – Bidding and Advertising (13 <sup>th</sup> to 14 <sup>th</sup> Street).....	\$4,978
Task 8 – Permitting (10 <sup>th</sup> to 12 <sup>th</sup> Street).....	\$4,960
Task 9 – Design (10 <sup>th</sup> to 12 <sup>th</sup> Street).....	\$6,296
Task 11 – Construction Services (13 <sup>th</sup> to 14 <sup>th</sup> Street).....	\$45,692
<b>Amendment #2 Total</b>	<b>\$72,658</b>

\*The Project Fee schedule is an estimate of the fee distribution between tasks. JEO reserves the right to invoice in excess of an individual task amount, provided the total fee does not exceed the project total, without Owner authorization.

### Project Schedule

All project components are dependent on USACE review and approval timeframes. However, the anticipated schedule is as follows:

Bidding and Advertising (13 <sup>th</sup> to 14 <sup>th</sup> Street):	October 2025
Construction (13 <sup>th</sup> to 14 <sup>th</sup> Street):	December 2025 – March 2026
404/408 submittal (10 <sup>th</sup> to 12 <sup>th</sup> Street) to USACE:	October 2025
Final Design (10 <sup>th</sup> to 12 <sup>th</sup> Street):	TBD, pending USACE review and approval
<i>Bidding and Construction (10<sup>th</sup> to 12<sup>th</sup> Street):</i>	<i>TBD, (not included in this amendment)</i>



**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of October 21, 2021 ("Effective Date") between Lower Platte South Natural Resources District ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Salt Creek 10<sup>th</sup> to 14<sup>th</sup> Stream Stabilization ("Project").

JEO Project Number: 211468.00

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The hourly not-to-exceed fee for the Project is: \$115,180
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.



## ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

### 4.01 Exhibits

Exhibit A – Scope of Services

Exhibit B – General Conditions

### 4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: Lower Platte South NRD

Engineer: JEO Consulting Group, Inc.

By: Paul D. Zicug

By: Ross Lawrence

Title: GENERAL MANAGER

Title: Project Manager

Date Signed: OCT 22, 2021

Date Signed: 10-12-2021

Address for giving notices:

Address for giving notices:

LPSNRD

JEO Consulting Group, Inc.

P.O. Box 83581

1937 N Chestnut Street

LINCOLN, NE

Wahoo, NE 68066

68501-3581

**Scope of Services**  
**Lower Platte South NRD – Salt Creek 10<sup>th</sup> to 14<sup>th</sup> Stream Stabilization**  
**JEO Project No. 211468.00**

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**Project Understanding:**

JEO proposes to provide engineering services to assist the Lower Platte South NRD (Owner) with survey, geotechnical analysis, design, permitting, and bidding assistance for streambank repairs and stabilization along Salt Creek left (north) bank in Lincoln, NE. The reach of Salt Creek from the 10<sup>th</sup> Street bridge to the 14<sup>th</sup> Street (Antelope Valley Pkwy) bridge (approximately 1,800 linear feet) is in a varying state of bank evolution and failure. The left bank of Salt Creek in this area is considered high ground/high bank (not levee) but does provide flood risk reduction benefits to the residents and businesses in the area. (Note the opposite/right bank does have levee). The original construction/modification of Salt Creek resulted in steep slopes constructed using material with geometrics and physical properties that are susceptible to erosion and periodic failure. Multiple high-water events in a relatively recent timeframe (2015 to present) have resulted in progressive streambank failures and erosion. JEO has been tasked with conducting an evaluation and development of conceptual design alternatives for the entire reach (**study area**) to allow the NRD to effectively plan and budget for repairs/improvements. The most downstream portion of this reach, from approximately 13<sup>th</sup> to 14<sup>th</sup> Streets (approximately 350 linear feet), is the most severely damaged and in need of repair. The NRD will review the overall conceptual design alternatives and opinions of cost and choose a preferred alternative. JEO will continue forward with the design and permitting of the preferred alternative and will develop final design drawings and specifications for construction of the proposed improvements for the area of 13<sup>th</sup> Street to 14<sup>th</sup> Street (**focus area**). Design drawings and specifications will be sealed and signed by a professional engineer and associated permits will be obtained. Construction services are not included in this Scope of Services and can be added as needed at a later date.

**Scope of Services:**

JEO proposes to provide the following Scope of Services

**1 – Project Management**

- Perform routine project management tasks
- Prepare and update a project schedule
- Prepare progress reports
- Attend up to one (1) NRD board meeting
- Communicate with Owner's representative to collaborate and collect data and key input, outside of formal meetings

**Meetings:**

- One (1) NRD board meeting

**Task Deliverables:**

- Project schedule

## Exhibit A

- Project invoices
- Meeting support material

### **Key Understandings/Assumptions:**

- The Owner will provide a dedicated project lead point of contact for project communication
- Project invoices will be provided monthly

## **2 – Survey**

- Survey the edge of water of Salt Creek (both banks) for the study area from 10<sup>th</sup> to 14<sup>th</sup> Streets for the purpose of measuring erosion (or deposition), when compared to previous survey data
- For the focus area from 13<sup>th</sup> to 14<sup>th</sup> Streets, supplement previously collected survey information with limited topographic field survey to collect elevation and location of the landscape and drainage feature data necessary to design improvements and develop construction quantities
  - o See attached map for general survey limits
- Request a utility locate and survey underground utilities that are marked in the field by others
- Incorporate previously collected boundary (property) survey information and available City of Lincoln/Lancaster County GIS parcel lines, to be used as approximate property limits for planning purposes

### **Meetings:**

- None

### **Task Deliverables:**

- Topographic survey data to be included on design drawings
  - o Survey data will be used to determine construction quantities and cost opinion

### **Key Understandings/Assumptions:**

- Easement research and property corner field searches and survey will be necessary if proposed design encroaches on private property
- If property impacts are identified during the design phase that may require additional property boundary investigation, JEO will discuss with the Owner prior to proceeding

## **3 – Permitting (13<sup>th</sup> to 14<sup>th</sup> Street)**

### **3.1 – Floodplain**

- Perform hydraulic modeling of Salt Creek in the project area for the purpose of supporting local floodplain requirements and USACE Section 408 review
- JEO will prepare a floodplain development permit application and the necessary supporting information and will submit to the City of Lincoln/Lancaster County Building & Safety Department. The permit application will include evaluation/explanation of Salt Creek Flood Storage areas, if needed.

## Exhibit A

- The project improvements are within a regulatory floodway and will require a 'no-rise certification'
- In addition to satisfying local floodplain regulations for the 1% annual chance event, it is anticipated the USACE will request/require modeling/analysis of various discharges on Salt Creek to support the adequacy of the proposed design in comparison to the original authorized capacity of the channel

### 3.2 – U.S. Army Corps of Engineers (USACE) Section 404

- Perform wetland delineation at the select location in accordance with the 1987 USACE Wetlands Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0)
- Compile and analyze field data and prepare a wetland delineation report that includes:
  - o Site Map
  - o Summary of desktop review
  - o Identification and mapping boundaries for all recorded Waters of the U.S. (WOUS) and wetlands
  - o Calculation of acreage of, and impacts to, WOUS, including wetlands (to the nearest 0.01 acre)
  - o Photographs of each sample point and all WOUS, including wetlands
  - o USACE Wetland Determination Data Forms
- Prepare and submit preliminary coordination letters to the U.S. Fish and Wildlife Service (USFWS), Nebraska Game and Parks Commission (NGPC), and History Nebraska that summarize the results of the wetland delineation and request effect determinations and project guidance, as appropriate
- Prepare and submit a pre-construction notification (i.e. permit application) packages to the USACE to obtain a Section 404 authorization via Nationwide Permit (NWP)
- Although it is anticipated that permanent, unavoidable impacts to wetlands will be less than 0.1 acre, thus avoiding the requirement for compensatory mitigation, this may change based on the results of the wetland delineations and project design

### 3.3 – U.S. Army Corps of Engineers (USACE) Section 408

- It is anticipated the proposed design will require Section 408 coordination and authorization. JEO will develop a project narrative and submittal packet necessary for USACE review and approval. The submittal packet is anticipated to include:
  - o Description of the existing levee system
  - o Description of the proposed alteration
  - o Draft (60% +) design drawings and specifications
  - o Geotechnical exploration and analysis results
  - o Hydraulic evaluation
  - o Tiered NEPA document for categorical permissions
  - o Real estate assessment
  - o Operation and maintenance
  - o Project schedule



### **3.4 – National Pollutant Discharge Elimination System (NPDES)**

- Submit Notice of Intent (NOI) to Nebraska Department of Environment and Energy (NDEE)
- Prepare Stormwater Pollution Prevention Plan (SWPPP) for contractor use during construction
- Submit Notice of Termination (NOT) at project completion

#### **Meetings:**

- None

#### **Task Deliverables:**

- Floodplain development permit package
- Wetland delineation and report
- Section 404 permit application
- Section 408 submittal
- SWPPP

#### **Key Understandings/Assumptions:**

- Owner will be responsible for all permit fees
- All permitting activities are for the design focus area (13<sup>th</sup> to 14<sup>th</sup> Street) only
- It will not be necessary to conduct interior drainage flow calculations, capacity analysis, and delineate ponding areas
- It will not be necessary to coordinate with City of Lincoln Right-of-Way
- As this is generally a channel (not levee) modification project it is anticipated that USACE coordination will be limited and completed via submitted information. JEO will work with Owner if additional USACE coordination is necessary.
- It is assumed a Nationwide Permit (NWP 13 or 31) will be obtained requiring no mitigation. Other 404 permit types or mitigation would require an amendment for additional services.
- NEPA requirements will be satisfied through the Categorically Permitted Alterations to Existing U.S. Army Corps of Engineers Civil Works Projects

## **4 – Concept Design (10<sup>th</sup> to 14<sup>th</sup> Street)**

### **4.1 – Concept Design Alternatives**

- Utilize previously collected topographic and boundary information to prepare (up to three) concept level design alternatives for the study area from 10<sup>th</sup> to 14<sup>th</sup> Street. Drawings are anticipated to include:
  - o Plan viewing showing existing features/terrain and proposed toe of slope and top of bank. Grading plan is not included.
  - o Typical sections of proposed alternatives
- Develop conceptual quantities and cost opinion for each alternative
  - o If private properties are impacted, real estate cost will be estimated from available county assessor data
- Evaluate stream hydraulics to support concept design alternatives

## Exhibit A

- Develop a brief technical memorandum outlining the proposed alternatives including preliminary geotechnical evaluation results and consideration of geomorphology and hydraulics
- NRD will select a preferred design alternative and JEO will implement the preferred design for the focus area of 13<sup>th</sup> St to 14<sup>th</sup> St and continue design and permitting

### **5 – Design (13<sup>th</sup> to 14<sup>th</sup> Street)**

#### **5.1 – 60% Design**

- Prepare engineering design drawings for the focus area of 13<sup>th</sup> St to 14<sup>th</sup> St. Drawings are anticipated to include:
  - o Project vicinity maps
  - o Survey control
  - o Existing site plans with topographic survey information
  - o Property lines where surveyed or approximate property lines (from City GIS database)
  - o Proposed site and grading plan
  - o Details and typical sections
- Design elements are anticipated to include:
  - o Grading/earthwork
  - o Riprap placement
  - o Sheet pile or other wall construction
  - o Slope stabilization features
  - o Seeding and erosion control
- Develop 60% design drawings and opinion of cost
  - o Submit 60% design documents to Owner for review and meet with Owner's representative at the project site to review 60% draft design documents

#### **5.2 – 95% Design**

- Incorporate 60% review comments and internal QA/QC into development of 95% design drawings
- Develop 95% design drawings, specifications complete with bidding and contract documents and opinion of cost
  - o Submit 95% design documents to Owner for review

#### **5.3 – Final Design**

- Incorporate 95% review comments and internal QA/QC into development of final documents (drawings, specifications, opinion of cost, and contract documents) signed and sealed by a professional engineer registered in the State of Nebraska

#### **Meetings:**

- One (1) 60% review meeting (at project site)

#### **Task Deliverables:**

- Draft (60%) design drawings and cost opinion

## Exhibit A

- Draft (95%) design drawings, specifications, and cost opinion
- Final design drawings, specifications, and cost opinion

### Key Understandings/Assumptions:

- Design, specifications, and bid documents will be for one bid package

## **6 – Geotechnical Evaluation (10<sup>th</sup> to 14<sup>th</sup> Street)**

### **6.1 – Data Review and Site Investigation**

- Geotechnical staff will review available existing data and coordinate a subsurface investigation for the north bank of Salt Creek between 10<sup>th</sup> St and 14<sup>th</sup> St
- A subsurface investigation consisting of three soil borings drilled to a depth of 45 feet along the crest of the slope will be performed
- Laboratory testing will be conducted on soil samples to aid in geotechnical evaluation of the slope

### **6.2 – Geotechnical Evaluation and Alternatives Analysis**

- A geotechnical evaluation will be completed for (up to three) alternatives that can be implemented to stabilize the slope
- The alternatives will be evaluated and discussed at a conceptual level for the slope from 10<sup>th</sup> St to 14<sup>th</sup> St, in support of concept design development (Task 4.1)

### **6.3 – Final Analysis and Reporting**

- Once a preferred alternative is selected, the evaluation will be finalized for the focus area of 13<sup>th</sup> St to 14<sup>th</sup> St to support final design drawing and specification development (Tasks 5.1-5.3)
- Prepare a geotechnical report summarizing the evaluation and recommendations

## **7 – Bidding and Advertising (13<sup>th</sup> to 14<sup>th</sup> Street)**

- Assist the Owner in advertising and letting the project
- Prepare bidding documents and facilitate delivery to prospective bidders
- Prepare forms for contract documents including proposals, advertisements for bids, construction contracts, and payment and performance bonds as required (subject to approval by Owner)
- Respond to questions from potential bidders
- Attend bid letting; attended by JEO Project Manager or Project Engineer

### **Meetings:**

- Bid letting

### **Task Deliverables:**

- Bid documents

## Exhibit A

- Bid recommendation

### Key Understandings/Assumptions:

- There will be one bid package

### Project Fee

JEO proposes to perform the described services at an hourly not-to-exceed fee as included in the following schedule:

Task 1 – Project Management.....	\$9,750
Task 2 – Survey.....	\$4,740
Task 3 – Permitting.....	\$15,750
Task 4 – Concept Design (10 <sup>th</sup> to 14 <sup>th</sup> ).....	\$8,730
Task 5 – Design (13 <sup>th</sup> to 14 <sup>th</sup> ).....	\$33,360
Task 6 – Geotechnical Evaluation.....	\$39,500
Task 7 – Bidding and Advertising.....	\$3,350

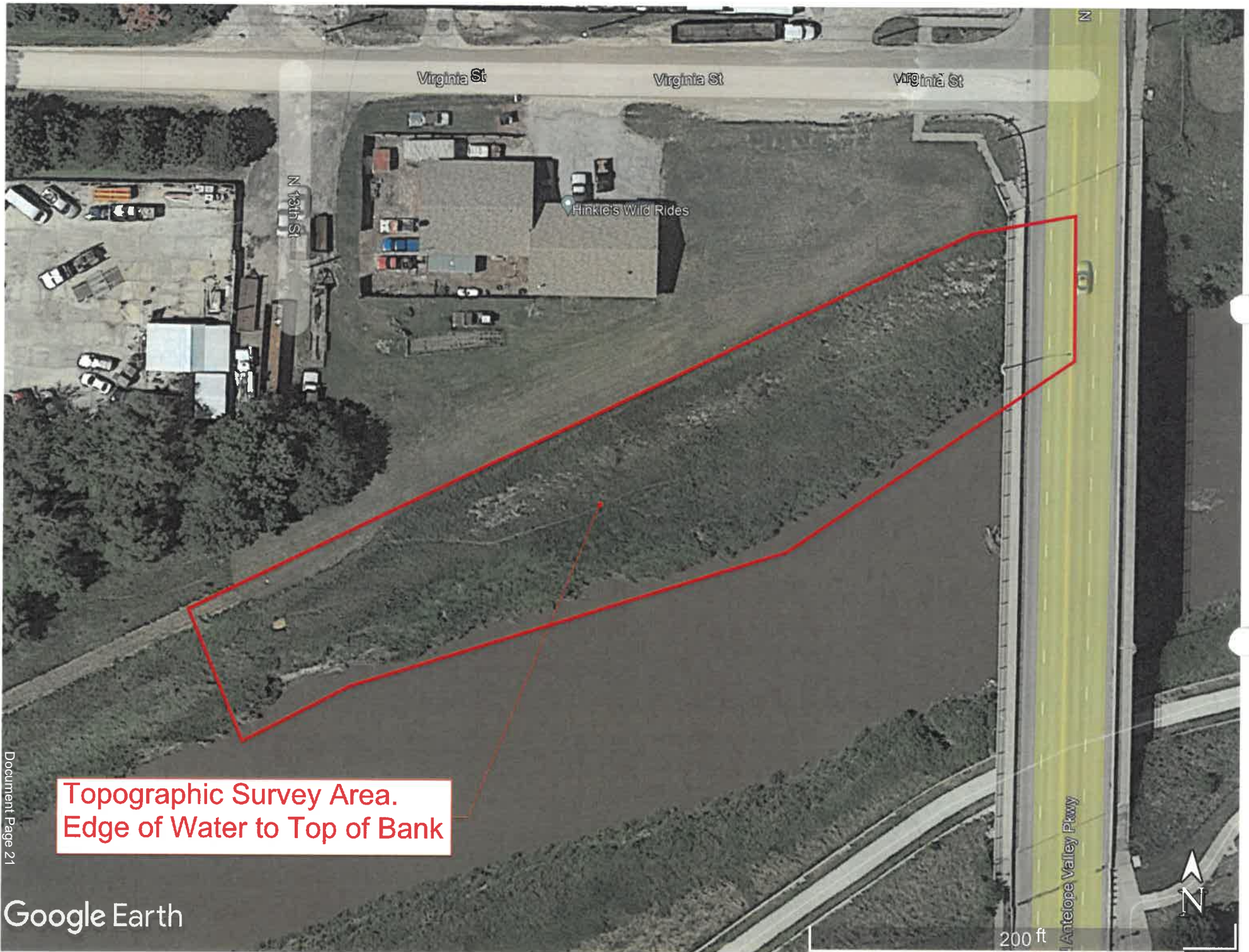
**Project Total     \$115,180**

\*The Project Fee schedule is an estimate of the fee distribution between tasks. JEO reserves the right to invoice in excess of an individual task amount, provided the total fee does not exceed the project total without Owner authorization.

### Project Schedule

The proposed project is expected to take approximately seven (7) months upon receipt of Notice to Proceed. Project duration in excess of 7 months (beyond control of JEO) may require an amendment to the Scope of Services.





Topographic Survey Area.  
Edge of Water to Top of Bank

## JEO CONSULTING GROUP INC. ■ JEO ARCHITECTURE INC.

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. OWNER RESPONSIBILITIES:** The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of



# JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
  - i. Each Accident: \$500,000
  - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

**18. E-VERIFY:** JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.



June 8, 2022

Lower Platte South NRD  
Attn: Al Langdale  
3125 Portia St  
Lincoln, NE 68521

RE: Amendment #1 – Additional Design and Permitting  
Salt Creek Bank Repair and Toe Protection 10<sup>th</sup> to 13<sup>th</sup> Street  
JEO Project No. 211468.00

Dear Mr. Langdale:

The original Agreement dated October 21, 2021 (signed October 22, 2021) included a scope of services for concept design for the reach of Salt Creek from 10<sup>th</sup> Street to 14<sup>th</sup> Street (**study area**). The original scope of services also included final design and bidding services for a **focus area** within the overall reach. This **focus area** (included in the original scope of services) referred to as '13<sup>th</sup> to 14<sup>th</sup> Street', is currently underway and remains unchanged from the original scope of services. The concept design phase for the **study area** is complete and the NRD desires to continue with final design for a **second focus area**, referred to as '10<sup>th</sup> Street to 12<sup>th</sup> Street'.

Enclosed is Amendment #1 for the additional services including survey, geotechnical analysis, design, permitting, and bidding services, as outlined in the included scope of services. As noted, the remaining tasks in the original scope of services will continue, with the intent of bidding and constructing that project as soon as the design is completed, and the permits are obtained. Amendment #1 will result in a second completed design, permits, and bid documents. Construction of the second project is not anticipated until fiscal year 2024 or beyond.

Please review the attached documents and if you have any questions, please feel free to contact me at 402-474-8751 or [rlawrence@jeo.com](mailto:rlawrence@jeo.com). Thank you for the opportunity to work on this project.

• Revised Contract Totals:

Previous Contract Total:	\$115,180
Amendment #1:	\$45,855
<b>Updated Total Contract:</b>	<b>\$161,035</b>

\*See attached scope of services for task breakdown

Amendment Accepted:

Owner

Lower Platte South NRD

By: Paul D. Zillig

Signed: [Signature]

Title: GENERAL MANAGER

Date Signed: 6/16/2022

Engineer

JEO Consulting Group, Inc.

By: Ross Lawrence

Signed: [Signature]

Title: Project Manager

Date Signed: 06-08-2022

**JEO CONSULTING GROUP INC**  
**JEO ARCHITECTURE INC**

p: 402.443.4661  
f: 402.443.3508

1937 North Chestnut Street  
Wahoo, Nebraska 68066

[jeo.com](http://jeo.com)



**Scope of Services – Amendment #1**  
**Salt Creek Bank Repair and Toe Protection 10<sup>th</sup> to 13<sup>th</sup> Street**  
**JEO Project No. 211468.00**

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**Project Understanding:**

JEO proposes to provide engineering services to assist the Lower Platte South NRD (Owner) with survey, geotechnical analysis, design, permitting, and bidding assistance for streambank repairs and stabilization along Salt Creek left (north) bank in Lincoln, NE. In addition to the tasks included in the original scope of services, JEO will continue forward with the design and permitting for construction of the proposed improvements for the area of 10<sup>th</sup> Street to 12<sup>th</sup> Street (**second focus area**). Design drawings and specifications will be sealed and signed by a professional engineer and associated permit applications will be developed. Construction services are not included in this Scope of Services and can be added as needed at a later date.

**Scope of Services:**

JEO proposes to provide the following Scope of Services

**1 – Project Management**

- Perform routine project management tasks
- Prepare and update a project schedule
- Prepare progress reports
- Attend up to one (1) NRD board meeting
- Communicate with Owner's representative to collaborate and collect data and key input, outside of formal meetings

**Meetings:**

- One (1) NRD board meeting

**Task Deliverables:**

- Project schedule
- Project invoices
- Meeting support material

**Key Understandings/Assumptions:**

- The Owner will provide a dedicated project lead point of contact for project communication.
- Project invoices will be provided monthly.

## Amendment #1

### **2 – Survey**

- For the second focus area from 10<sup>th</sup> Street to 12<sup>th</sup> Street, supplement previously collected survey information with limited topographic field survey to collect elevation and location of the landscape and drainage feature data necessary to design improvements and develop construction quantities.
  - o See attached map for general survey limits
- Request a utility locate and survey underground utilities that are marked in the field by others.
- Incorporate previously collected boundary (property) survey information and available City of Lincoln/Lancaster County GIS parcel lines, to be used as approximate property limits for planning purposes.

#### **Meetings:**

- None

#### **Task Deliverables:**

- Topographic survey data to be included on design drawings
  - o Survey data will be used to determine construction quantities and cost opinion

#### **Key Understandings/Assumptions:**

- Easement research and property corner field searches and survey will be necessary if proposed design encroaches on private property.
- If property impacts are identified during the design phase that may require additional property boundary investigation, JEO will discuss with the Owner prior to proceeding.

### **6 – Geotechnical Evaluation (10<sup>th</sup> Street to 12<sup>th</sup> Street)**

#### **6.3 – Final Analysis and Reporting**

- The previous subsurface investigation and preliminary analysis will be utilized for final design of the second project area. A preferred alternative has been selected during the previous concept design phase. The evaluation will be finalized for the second focus area of 10<sup>th</sup> Street to 12<sup>th</sup> Street to support final design drawing and specification development (Tasks 9.1-9.3).
- Prepare a geotechnical report summarizing the evaluation and recommendations.

#### **Meetings:**

- None

#### **Task Deliverables:**

- Geotechnical report

#### **Key Understandings/Assumptions:**

- Geotechnical report will include the analysis and conclusions regarding the slope above the existing sheet pile (12<sup>th</sup> Street to 13<sup>th</sup> Street).

## Amendment #1

- Improvements to the slope above the existing sheet pile is excluded, per coordination with Owner.

### **8 – Permitting (10<sup>th</sup> Street to 12<sup>th</sup> Street)**

#### **8.1 – Floodplain**

- Utilize hydraulic model from current effort for the purpose of supporting local floodplain requirements and USACE Section 408 review.
- JEO will prepare a floodplain development permit application and the necessary supporting information and will submit to the City of Lincoln/Lancaster County Building & Safety Department. The permit application will include evaluation/explanation of Salt Creek Flood Storage areas, if needed.
- The project improvements are within a regulatory floodway and will require a 'no-rise certification'.
- In addition to satisfying local floodplain regulations for the 1% annual chance event, it is anticipated the USACE will request/require modeling/analysis of various discharges on Salt Creek to support the adequacy of the proposed design in comparison to the original authorized capacity of the channel.

#### **8.2 – U.S. Army Corps of Engineers (USACE) Section 404**

- Perform wetland delineation at the select location in accordance with the 1987 USACE Wetlands Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0).
- Compile and analyze field data and prepare a wetland delineation report that includes:
  - o Site Map
  - o Summary of desktop review
  - o Identification and mapping boundaries for all recorded Waters of the U.S. (WOUS) and wetlands
  - o Calculation of acreage of, and impacts to, WOUS, including wetlands (to the nearest 0.01 acre)
  - o Photographs of each sample point and all WOUS, including wetlands
  - o USACE Wetland Determination Data Forms
- Prepare and submit preliminary coordination letters to the U.S. Fish and Wildlife Service (USFWS), Nebraska Game and Parks Commission (NGPC), and History Nebraska that summarize the results of the wetland delineation and request effect determinations and project guidance, as appropriate.
- Prepare and submit a pre-construction notification (i.e., permit application) packages to the USACE to obtain a Section 404 authorization via Nationwide Permit (NWP).
- Although it is anticipated that permanent, unavoidable impacts to wetlands will be less than 0.1 acre, thus avoiding the requirement for compensatory mitigation, this may change based on the results of the wetland delineations, project design, or USACE determination.
- It is anticipated that permanent, unavoidable impacts to the stream bed will exceed 0.03 acre, thus potentially requiring compensatory mitigation. The current (2021) Nationwide Permit General Conditions allow for the USACE District Engineer to provide a waiver of this requirement, when appropriate.

## Amendment #1

- During the wetland delineation, JEO will perform a stream assessment and subsequent calculations in accordance with the Nebraska Stream Condition Assessment Procedure (NeSCAP). The permit application will include a request for a waiver (with explanation). If USACE does not grant a waiver or requires additional information not included in this scope of services, JEO will work with the Owner to determine an appropriate amendment.

### 8.3 – U.S. Army Corps of Engineers (USACE) Section 408

- It is anticipated the proposed design will require Section 408 coordination and authorization. JEO will develop a project narrative and submittal packet necessary for USACE review and approval. The submittal packet is anticipated to include:
  - o Description of the existing levee system
  - o Description of the proposed alteration
  - o Draft (60% +) design drawings and specifications
  - o Geotechnical exploration and analysis results
  - o Hydraulic evaluation
  - o Tiered NEPA document for categorical permissions
  - o Real estate assessment
  - o Operation and maintenance
  - o Project schedule

### 8.4 – National Pollutant Discharge Elimination System (NPDES)

- Submit Notice of Intent (NOI) to Nebraska Department of Environment and Energy (NDEE).
- Prepare Stormwater Pollution Prevention Plan (SWPPP) for contractor use during construction.
- Submit Notice of Termination (NOT) at project completion.

### 8.5 – Nebraska Department of Transportation Right of Way (NDOT ROW)

- Prepare an Application to Occupy Right of Way and submit to the State of Nebraska for permission to temporarily utilize state owned land during construction.

#### Meetings:

- None

#### Task Deliverables:

- Floodplain development permit package
- Wetland delineation and report
- Section 404 permit application
- Section 408 submittal
- SWPPP

#### Key Understandings/Assumptions:

- Owner will be responsible for all permit fees.
- It will not be necessary to conduct interior drainage flow calculations, capacity analysis, and delineate ponding areas.
- It will not be necessary to coordinate with City of Lincoln Right-of-Way.

## Amendment #1

- As this is generally a channel (not levee) modification project it is anticipated that USACE coordination will be limited and completed via submitted information. JEO will work with Owner if additional USACE coordination is necessary.
- It is assumed a Nationwide Permit (NWP 13 or 31) will be obtained requiring no mitigation. Other 404 permit types or mitigation would require an amendment for additional services.
- NEPA requirements will be satisfied through the Categorically Permitted Alterations to Existing U.S. Army Corps of Engineers Civil Works Projects.
- The proposed design will not modify/alter recently completed bank stabilization in the vicinity of the newly constructed 10<sup>th</sup> Street bridge.

### **9 – Design (10<sup>th</sup> Street to 12<sup>th</sup> Street)**

#### **9.1 – 60% Design**

- Prepare engineering design drawings for the second focus area of 10<sup>th</sup> Street to 12<sup>th</sup> Street. Drawings are anticipated to include:
  - o Project vicinity maps
  - o Survey control
  - o Existing site plans with topographic survey information
  - o Property lines where surveyed or approximate property lines (from City GIS database)
  - o Proposed site and grading plan
  - o Details and typical sections
- Design elements are anticipated to include:
  - o Grading/earthwork
  - o Riprap placement
  - o Slope stabilization features
  - o Seeding and erosion control
- Develop 60% design drawings and opinion of cost
  - o Submit 60% design documents to Owner for review and meet with Owner's representative at the project site to review 60% draft design documents

#### **9.2 – 95% Design**

- Incorporate 60% review comments and internal QA/QC into development of 95% design drawings.
- Develop 95% design drawings, specifications complete with bidding and contract documents and opinion of cost.
  - o Submit 95% design documents to Owner for review

#### **9.3 – Final Design**

- Incorporate 95% review comments and internal QA/QC into development of final documents (drawings, specifications, opinion of cost, and contract documents) signed and sealed by a professional engineer registered in the State of Nebraska.

## Amendment #1

### Meetings:

- One (1) 60% review meeting (at project site)

### Task Deliverables:

- Draft (60%) design drawings and cost opinion
- Draft (95%) design drawings, specifications, and cost opinion
- Final design drawings, specifications, and cost opinion

### Key Understandings/Assumptions:

- Design, specifications, and bid documents will be for one bid package.

### 10 – Bidding and Advertising (10<sup>th</sup> Street to 12<sup>th</sup> Street)

- Assist the Owner in advertising and letting the project.
- Prepare bidding documents and facilitate delivery to prospective bidders.
- Prepare forms for contract documents including proposals, advertisements for bids, construction contracts, and payment and performance bonds as required (subject to approval by Owner).
- Respond to questions from potential bidders.
- Attend bid letting; attended by JEO Project Manager or Project Engineer.

### Meetings:

- Bid letting

### Task Deliverables:

- Bid documents
- Bid recommendation

### Key Understandings/Assumptions:

- There will be one bid package



Amendment #1

**Project Fee**

JEO proposes to perform the described services at an hourly not-to-exceed fee as included in the following schedule:

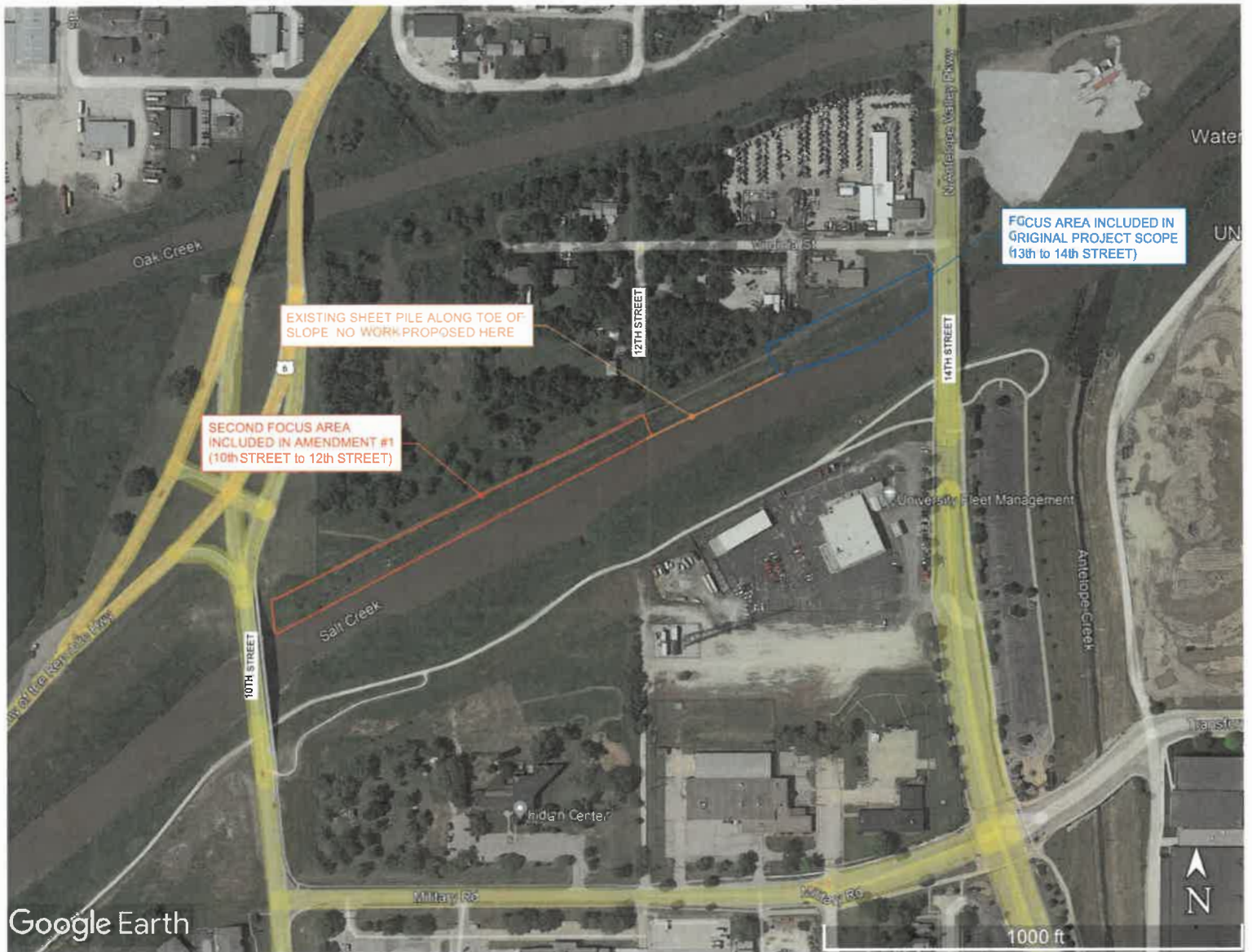
Task 1 – Project Management.....	\$3,840
Task 2 – Survey.....	\$0
*The additional survey tasks were completed using remaining budget from the original scope	
Task 6 – Geotechnical Evaluation.....	\$5,500
Task 8 – Permitting (10 <sup>th</sup> Street to 12 <sup>th</sup> Street).....	\$13,555
Task 9 – Design (10 <sup>th</sup> Street to 12 <sup>th</sup> Street).....	\$19,480
Task 10 – Bidding and Advertising (10 <sup>th</sup> Street to 12 <sup>th</sup> Street).....	\$3,480

**Amendment #1 Total     \$45,855**

\*The Project Fee schedule is an estimate of the fee distribution between tasks. JEO reserves the right to invoice in excess of an individual task amount, provided the total fee does not exceed the project total without Owner authorization.

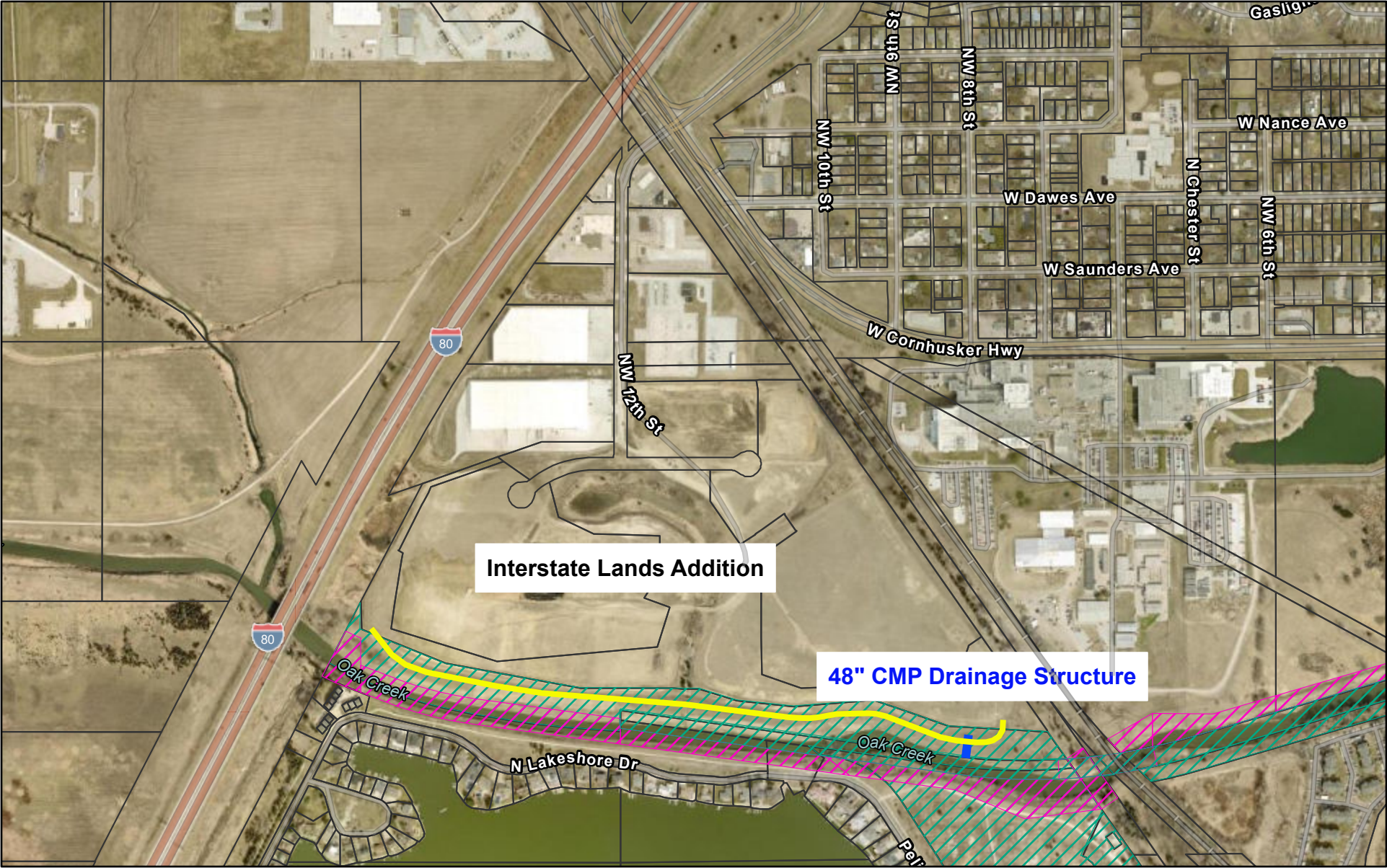
**Project Schedule**

The proposed project design and permitting will be completed concurrently with the existing project to be as efficient as possible with similar activities. The receipt of permits, in particular Section 404, and the Owner’s budgeting for construction will determine the bidding and advertising timeframe.





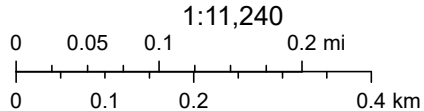
# Oak Creek Drainage Structure Rehabilitation/Replacement



3/6/2025

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

High Resolution 30cm Imagery  
Citations  
2.4m Resolution Metadata



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



## PROFESSIONAL SERVICES AGREEMENT – AMENDMENT 1

**PROJECT:** Oak Creek Drainage Structure **HOUSTON ENG JOB #:** R000173-0016

**CLIENT:** Lower Platte South NRD

**ADDRESS:** 3125 Portia Street, Lincoln, NE 68521

**CONTACT:** Bryce Jensen **TEL:** 402.476.2729 **Tax ID:** \_\_\_\_\_

**CLIENT EMAIL:** bjensen@lpsnrd.org

**CONSULTANT:** Houston Engineering, Inc.

**ADDRESS:** 12702 Westport Parkway #300, Omaha, NE 68154

**CONTACT:** Chris Furman, PE **TEL:** 402.614.5136 **FAX:** \_\_\_\_\_

**PROJECT DESCRIPTION:** Addition of bid phase and construction phase services, including bid package preparation, bid administration, holding pre-construction meeting, construction observation and reporting, processing change orders and pay applications, project walk throughs, and preparation of project as-builts.

☒ **SCOPE OF SERVICES (By task assignment)** ☐ **SCHEDULE (See Attachment)**

### COMPENSATION:

The total compensation under this Agreement shall not exceed the dollar amount indicated herein or the amount authorized by Amendment(s).

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 \$38,943.00 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:** Chris Furman, PE

**SIGNATURE:** 

**TITLE:** Engineer/Project Manager

**DATE:** 28 July 2025

**CLIENT:** Lower Platte South NRD

**BY:** David Potter

**SIGNATURE:** \_\_\_\_\_

**TITLE:** Assistant 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.

**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.



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

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

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

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

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

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

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

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

## **HOUSTON ENGINEERING, INC STANDARD CONDITIONS**

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

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

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

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

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

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

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

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

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

## **HOUSTON ENGINEERING, INC STANDARD CONDITIONS**

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

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

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

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

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

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

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

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

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

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



## HOUSTON ENGINEERING, INC STANDARD CONDITIONS

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

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

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

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

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

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

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



Scope of Services and Payments to Engineer for Services  
and Reimbursable Expenses  
Oak Creek Drainage Structure Rehabilitation/Replacement  
Lower Platte South NRD  
Lincoln, Nebraska  
7/29/2025

Houston Engineering								
		Prj Manager	Prj Engineer	Prj Engineer	Prj Engineer	El	Admin	
		Furman	Kaufman	Suing	VanHove	Huscroft/ Winkel		Houston Expenses
		\$194	\$260	\$206	\$194	\$164	\$125	
Task 5 Bidding and Construction Observation								
4.1	Prepare Bid Package	10				6		
4.2	Project Bidding	6				4		\$150
4.3	Pre-Construction Meeting	4				4		\$150
4.4	Construction Observation <sup>1</sup>	12			12	90		\$1,500
4.5	Weekly Reporting, Change Orders, Pay Apps and Submittals	10				15		
4.6	Final Walkthrough	6				6		\$150
4.7	As-Built Documents	1				6		
Bidding and Construction Observation Task Total		\$13,181	\$0	\$0	\$2,328	\$21,484	\$0	\$1,950
								\$ 38,943.00

Notes

1 Assumes 30 working days and HEI staff is on-site half of the days at 6 hrs/day

## PROFESSIONAL SERVICES AGREEMENT

**PROJECT:** Oak Creek Drainage Structure **HOUSTON ENG JOB #:** R000173-0016  
**CLIENT:** Lower Platte South NRD  
**ADDRESS:** 3125 Portia Street, Lincoln, NE 68521  
**CONTACT:** Bryce Jensen **TEL:** 402.476.2729 **Tax ID:** \_\_\_\_\_  
**CLIENT EMAIL:** bjensen@lpsnrd.org  
**CONSULTANT:** Houston Engineering, Inc.  
**ADDRESS:** 12702 Westport Parkway #300, Omaha, NE 68154  
**CONTACT:** Lindy Rogers, PE **TEL:** 402.934.8475 **FAX:** \_\_\_\_\_  
**PROJECT DESCRIPTION:** Rehabilitation and or replacement of sections of a culvert within the Oak Creek Flood Control Berm. Project includes televising the culvert, site investigation/survey, final design, construction specifications, and permitting requirements for the project.

☒ **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 \$ 29,569.00 without written authorization and will be based on the following option (per the attached Budget or List of Hourly Rates), and Reimbursable Expenses based on actual costs incurred and approved by Houston Engineering and as authorized in writing by Client.

☐ Consultant's Direct Job Wages times a factor of \_\_\_\_\_. ☒ 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)

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**CONSULTANT:** Houston Engineering, Inc.  
**BY:** Melinda C. Rogers, PE,  
**SIGNATURE:**   
**TITLE:** Vice Principal/Principal Engineer  
**DATE:** 3 March 2025

**CLIENT:** Lower Platte South NRD  
**BY:** Mike Sousek  
**SIGNATURE:** \_\_\_\_\_  
**TITLE:** General Manager  
**DATE:** \_\_\_\_\_

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Worker's Compensation	As required by applicable state statute
Commercial General Liability	\$1,000,000 per occurrence (bodily injury including death and property damage)  \$2,000,000 aggregate
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**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.

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

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

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

## **HOUSTON ENGINEERING, INC STANDARD CONDITIONS**

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

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

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

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

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

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

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





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

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

Assumptions:

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