

Memorandum

TO: Programs, Project and Operations Subcommittee

SUBJECT: Papio Creek Watershed Structure W-3 Rehabilitation Project
Professional Services Contract

FROM: Martin P. Cleveland, Construction Engineer

DATE: April 6, 2009

The proposed Structure #W-3 Project Agreement with Natural Resources Conservation Service (NRCS) to be considered by the Subcommittee on April 7, 2009 requires a fast track approach to the local sponsor's tasks as follows:

1. Prepare legal descriptions and easements.
2. Acquire easements for structure rehabilitation.
3. Prepare easement appraisals and review appraisal.
4. Acquire permits (Corps of Engineers 404 nationwide permit, Nebraska Department of Natural Resources water storage permit, Nebraska Department of Environmental Quality NPDES permit and Blair floodplain permit.
5. Prepare bid documents and handle project construction contracting (bid letting, payments, etc.).
6. Monitor construction compliance (NPDES and 404 permits).
7. Prepare Emergency Action Plan.

This project is located southwest of Blair, Nebraska (see enclosed location map and photographs).

This project is to be funded via the American Recovery and Reinvestment Act (ARRA), also known as the Economic Stimulus Act. NRCS has a May 15, 2009, date for construction to begin, as shown on enclosed ARRA plan. NRCS staff has agreed that the May 15, 2009 construction deadline is not realistic, but at minimum the project needs to be out to bid in June or July 2009, which is 2 or 3 months away. The Request for Proposal (RFP) process for selecting a consultant would take 3 months and actual permit application process will take 2 or more months to accomplish. If the RFP process is used the project would not be ready for bid until August or September 2009.

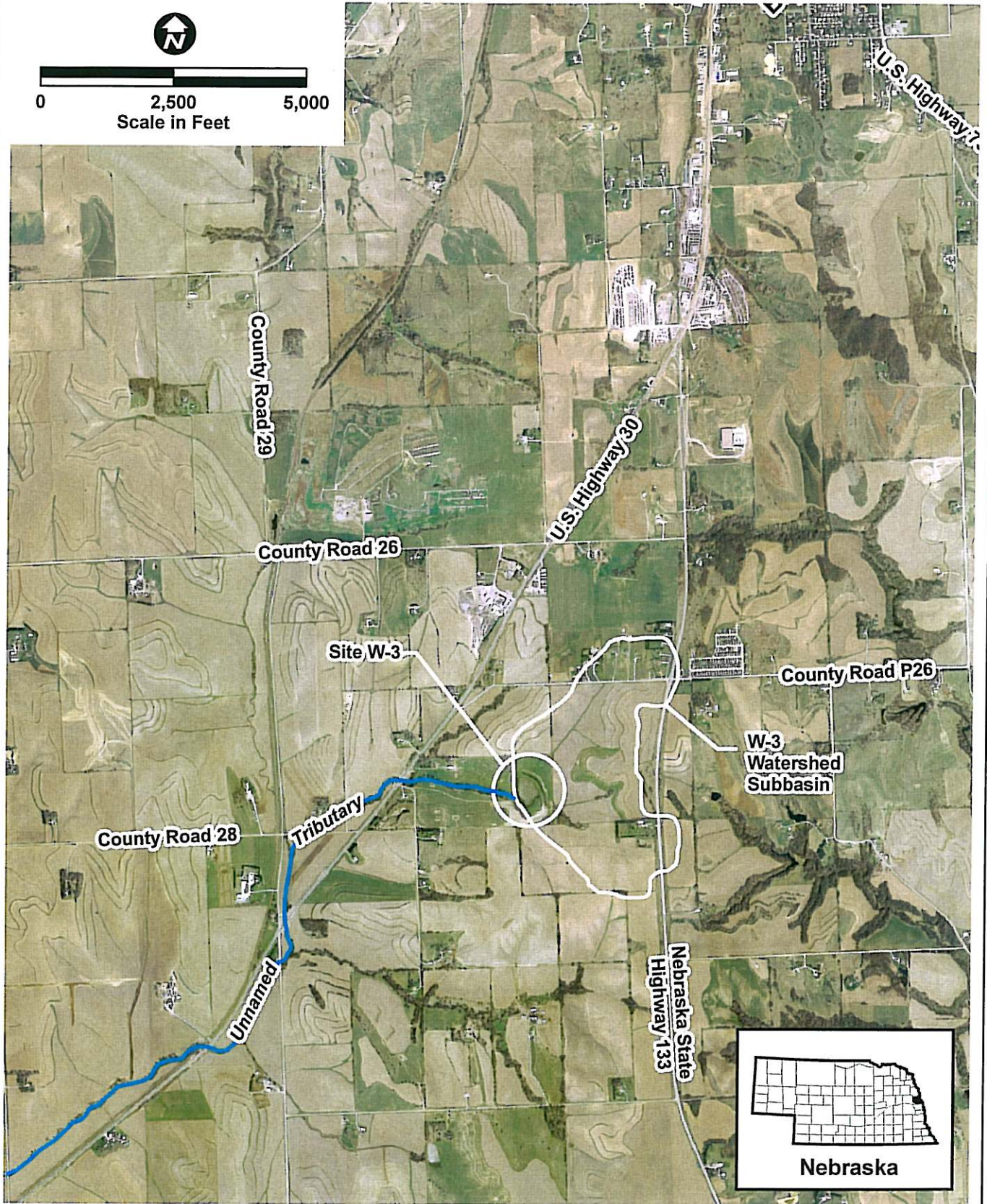
Management proposes to hire HDR Engineering to assist in preparing, submitting and supporting permit applications (Corps of Engineers 404 nationwide permit, Nebraska Department of Natural Resources water storage permit, Nebraska Department of Environmental Quality NPDES permit and Blair floodplain permit). In addition HDR would prepare bidding documents, monitor construction compliance and prepare Emergency Action Plan (Dam Safety requirement).

HDR is well qualified to handle these tasks, having done the same tasks for Papio Creek Watershed Structures S-27, S-31 and S-32 Rehabilitation Project in 2007 and 2008 and Turtle Creek Watershed Structure #2 Rehabilitation Project in 2008 and 2009. If the RFP process for selecting a consultant was used, HDR would likely be selected as the best qualified consultant due to similar project experience.

This work will be funded via Project Maintenance Professional Services Account (No. 0103-12 4400) and as of March 6, 2009, there is \$170,318.76 left in this account.

It is Management's recommendation that the Subcommittee recommend to the Board that appointment of an Ad Hoc Consultant Selection Subcommittee, called for by the District's Professional Services Policy 15.2, be waived in this case; and, that the General Manager be authorized to execute the proposed Professional Services Contract with HDR Engineering, Inc. for the rehabilitation of Papio Creek Watershed Structure #W-3 for a maximum not to exceed amount of \$95,000, subject to changes deemed necessary by the General Manager and approved as to form by District Legal Counsel.

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Source: Aerial Photography, Metropolitan Area Planning Agency, flown by Horizons Inc. in April 2004.



**Papillion Creek Watershed
Site W-3
Project Location Map**

DATE

Sept 2005

FIGURE

1





ONE COMPANY | *Many Solutions*

Sent electronically on March 31, 2009

March 31, 2009

Mr. Martin Cleveland, P.E. , Construction Engineer
Papio-Missouri River Natural Resources District
8901 South 154th Street
Omaha, NE 68138-3621

RE: Construction Permitting and Bidding Document Preparation in Association with
Construction of Papillion Creek Watershed Structure W-3
Agreement and Scope of Services

Dear Martin:

We have prepared the attached scope of services to provide professional services to the P-MRNRD on the construction permitting, preparation of bidding documents, and construction compliance monitoring for Papillion Creek Watershed Structure W-3.

We have prepared a cost estimate of services totaling \$ 95,000. Upon P-MRNRD approval and legal counsel review, a signed copy of the Agreement will be prepared.

We appreciate the opportunity to work with the District on this project. If you have any questions do not hesitate to contact me at (402) 399-1078.

Very truly yours,
HDR ENGINEERING, INC.

Laurie Carrette Zook, P.E.
Project Manager

Enclosures

HDR Engineering, Inc.

8404 Indian Hills Drive
Omaha NE 68114-4049

Phone: (402) 399-1000
Fax: (402) 399-1111
www.hdrinc.com

**SHORT FORM AGREEMENT BETWEEN OWNER AND HDR ENGINEERING,
INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this _____ day of _____, 2009, between the Papio-Missouri River Natural Resources District (“OWNER”) a governmental organization with principal offices at 8901 South 154th Street, Omaha, NE 68138-3621, and HDR Engineering, Inc., (“ENGINEER”) a Nebraska corporation, with principal offices at 8404 Indian Hills Drive, Omaha, Nebraska, 68114 for services in connection with the project known as permitting and bidding preparation services for Papillion Creek Watershed Structure W-3 (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The “HDR Engineering, Inc. Terms and Conditions for Professional Services,” which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of per diem with a not to exceed \$95,000 as shown in Attachment A.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER’S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Per Diem shall mean an hourly rate equal to Direct Labor Cost times a multiplier of three and fifteen hundredths (3.15) to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expense.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage (technology fee), telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover supervision, administrative, and insurance expenses and on all reimbursable expenses, except the technology fee.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT

“OWNER”

BY: _____

NAME: John Winkler

TITLE: General Manager

ADDRESS: 8901 S. 154th Street
Omaha, NE 68138-3621

HDR ENGINEERING, INC.

“ENGINEER”

BY: _____

NAME: Matthew Tondl, P.E.

TITLE: Senior Vice President

ADDRESS: 8404 Indian Hills Drive
Omaha, NE 68114

EXHIBIT A

SCOPE OF SERVICES

**For Papio-Missouri River Natural Resources District (P-MRNRD)
For Permitting and Bid Document Preparation
in Association with the Construction of Papillion Creek Watershed
Structure W-3
Washington County, NE**



BACKGROUND AND BASIS OF PROPOSAL

The purpose of this effort is to prepare permits related to the design and construction of Papillion Creek Watershed Structure W-3. The Natural Resources Conservation Service (NRCS) is providing technical assistance to the P-MRNRD [Sponsoring Local Organization (SLO)] in the development of preliminary and final design documents. NRCS developed the contract documents for the rehabilitation of the grade stabilization structure. P-MRNRD is responsible for the permitting requirements of the project. This scope of services defines the permitting requirements and the steps necessary to secure the permits and the preparation of bidding documents based on design conducted by NRCS.

SCOPE OF SERVICES

The basic objectives of this Project are:

- Prepare NDNR and USACE Permits
- Prepare NPDES permit application including the development of Storm Water Pollution Prevention Plan (SWPPP) for each structure
- Prepare Engineers Joint Contract Documents Committee (EJCDC) based specification for the Contract Forms, and Contract Conditions and General Requirements sections of the specifications
- Prepare Emergency Action Plan
- Provide compliance monitoring for wetlands and NPDES permits

The HDR Team proposes to provide the majority of the following professional services over an anticipated 12 month period plus 2 annual inspections following construction for the wetland monitoring.

TASK SERIES 100 – PROJECT MANAGEMENT AND DATA COLLECTION

Task Objective: Confirm that Project elements are being completed.

HDR Activities: **Task 110 Project Management.** Conduct general project management tasks. Includes development of project initiation forms including the development of a project guide, monthly invoicing, progress report, project close out activities and other administration project activities.

Task 120 Coordination Meetings. Coordination meeting will be conducted with the P-MRNRD and NRCS and other invited representatives to review and discuss Project elements. An agenda will be prepared prior to the meeting and meeting minutes prepared after the meeting. Three (3) meetings are planned.

Task 130 Data Collection. Collect data to prepare permits and bidding documents from the NRCS and P-MRNRD. Items to be collected include but not to:

- Watershed Plan Supplement No. 8 and Environmental Assessment, including agency letters
- NRCS Wetland Delineation
- Real Property Work maps including property owners names and contract information
- Pre-final drawings for NDNR and Section 404 permits
- Dam breach inundation map
- Electronic version of the following drawings: 1) Topographic Map, and 2) Plan View – Structure
- Stage-Storage Discharge Data (from below the drawdown to top of dam elevation)
- Location Map

- American Recovery and Reinvestment Act (ARRA) requirements
- Provide copy of latest NRCS standard forms
- Index of Drawings
- Bid schedule with project summary cost
- Performance time schedule for construction
- Final Drawings – sealed and signed by NRCS
- Specifications (Material and Construction)
- Quality Assurance Plan
- Operation and Maintenance Plan
- Geotechnical Investigation Reports

Task Deliverables:

- Monthly invoices and progress reports
- Meeting agenda and minutes

Key Understandings:

- The meetings will be held at the offices of the P-MRNRD and attended by 2 HDR professionals.
- No other meetings with agencies or jurisdictions are planned.

TASK SERIES 200 PERMITTING

Task Objectives:

To coordinate with permitting agencies, and prepare, submit and support appropriate permit applications.

HDR Activities:

Task 210 Permit Coordination and Consultation. Review project plans. HDR will coordinate with Nebraska Department of Natural Resources (DNR) and US Army Corps of Engineers (USACE) on permit application requirements.

Task 220 Section 404 Permit Application Preparation. Prepare and obtain Section 404 permit from USACE. Incorporate NRCS wetland delineation data into permit application. Respond to USACE questions on applications and provide support needed to obtain permit.

Task 230 DNR Permit Application Preparation. Prepare documentation to obtain a DNR Application for a “Permit to Impound Water“ and “Application for Approval of Plans for Dams”. Technical questions will need to be coordinated with NRCS, the designer. Respond to DNR questions on applications and provide support needed to obtain permits.

Task 240 Floodplain Permit Preparation. Prepare documentation to obtain a floodplain permit from city of Blair. A portion of the Project is located in an unnumbered zone A of Ritcher Branch, and as such, a floodplain permit would need to be secured.

Task Deliverables:

- Meeting minutes
- Nebraska DNR “Permit to Impound Water“ and “Application for Approval of Plans for Dams” Applications and respond to questions..
- USACE Section 404 Permit Applications and respond to questions
- Floodplain Permit for city of Blair

Key Understandings:

- It is assumed the project would be authorized under Section 404 - Nationwide Permit #43, Stormwater Management Facilities. This assumes the project would not cause the loss of greater than 1/2 acre of non-tidal waters of the U.S. (including wetlands) or greater than 100 linear feet of streambed. It is also assumed that a 50-foot wide vegetative buffer strip would be installed along any channel modifications. Assuming the listed criteria are satisfied, HDR assumes that no individual permit will be required.
- It is assumed that no SHPO or U.S. Fish & Wildlife Service coordination is required.
- Flood plain development permit cannot be approved until all other required permits have been obtained.
- Washington County and jurisdictions located within Washington County are in the process of updating the flood hazard maps into a countywide flood insurance study. It is assumed that final plans can be submitted in time to incorporate into FEMAs preliminary DFIRMs during the appeals and protests process and a letter of map change will not be required.
- Mitigation requirements are not included in this scope of work. Should wetlands be impacted as a result of the project, mitigation requirements would be handled by the P-MRNRD, presumably within the P-MRNRD mitigation banks.
- It is assumed that the provided NRCS wetland delineation is acceptable by USACE. Consequently, no HDR wetland delineation or determination activities are included as part of this scope of services.
- Any technical issues on the NDNR permit will need to be coordinated with NRCS, the project designer.
- P-MRNRD is responsible for payment of permit application fees.

TASK SERIES 300 NPDES PERMITTING

Task Objectives: To coordinate with permitting agencies, and prepare, submit and support appropriate permit applications.

HDR Activities: **Task 310 Permit Coordination and Consultation.** HDR will coordinate with NDEQ on permit application requirements. Prepare NDEQs Notice of Intent, and winter shutdown and spring startup documentation.

Task 320 Permit Application Preparation. Prepare narrative (SWPPP-N) documentation and site map (SWPPP-SM) in accordance with NDEQ's General NPDES Permit Authorizing Storm Water Discharges from Construction Sites to Waters of the State of Nebraska.

The site map will include the following sheets for each structure:

- Cover Sheet, includes general notes, maintenance schedule, site information and certification
- Grading Plan
- Grading and Erosion Control Plan
- Erosion Control Notes and Details
- Latitude-Longitude Grid

Task Deliverables:

- PCWP Grading Permits – Narrative and Site Maps
- NDEQ CSW-Notice of Intent
- NDEQ winter shutdown and spring startup documentation

Key Understandings:

- HDR will prepare SWPPP-N and SWPPP-SM in general conformance with SWPPP submitted by P-MRNRD in Douglas and Sarpy counties. Washington County does not have a “grading permit” process.

- P-MRNRD is responsible for submitting CSW-Notice of Intent (NOI) and for payment of permit application fees.
- HDR to prepare NDEQs General NPDES Permit which became effective January 1, 2008 and entitled "General NPDES Permit Number NER110000 for Storm Water Discharges from Construction Sites to Waters of the State of Nebraska".
- HDR to prepare NDEQ Permit Eligibility Related for Endangered Species.
- It is assumed that a maximum of 16 hours of effort will be necessary to complete the NPDES Permit after NDEQ review.
- Implementation of the SWPPPs will be the responsibility of the construction contractor. SWPPP will be incorporated into the bidding documents.
- HDR will prepare and P-MRNRD will be responsible for submitting the winter shutdown and spring start-up documentation to NDEQ.

TASK SERIES 400 – BIDDING ASSISTANCE

Task Objectives: Prepare bidding documents based on EJCDC specifications and provide interpretations.

HDR Activities: **Task 410 Bidding Document Preparation.** Prepare draft and final Bidding Requirements, Contract Forms, and Contract Conditions for P-MRNRD review and approval, using Engineers Joint Contract Documents Committee (EJCDC) based documents. This includes invitation to bid, instruction to bidders, bid form, bid bond, agreement, General Requirements, performance and payment contract bonds, EJCDC general conditions, and supplementary conditions. Also include HDR specifications for special conditions, submittals, and environmental protection and special controls. Coordinate with NRCS on its requirements for the non-technical specification sections. Incorporate NPDES Stormwater permit conditions into the specifications.

Task 420 Bid Modifications. Receive and respond to questions from plan holders concerning interpretations of the bidding procedure. NRCS will provide technical interpretations on their design. Inquires that can be addressed by referring to information in the Bidding Documents will be recorded in telephone conservation records. Address inquiries that require a modification of the Bidding Documents by preparing an addendum item. Coordinate and prepare appropriate addenda.

Task 430 Pre-Bid/Site Showing Meeting. Attend pre-bid/site showing meeting with prospective bidders. Prepare agenda and minutes for the pre-bid portion of the meeting. Address inquiries that require a modification of the Bidding Documents by preparing an addendum item.

Task 440 Bid Opening. Attend the Bid Opening to assist in the initial screening of bids regarding Bidder's use of required Bid Forms, inclusion of Bid Security and inclusion of other qualifying information to accompany the Bid. Tabulate bids.

Task Deliverables:

- Draft and final Bidding and General Requirements for contract specifications (non-technical sections)
- Electronic copy of addenda(um) to be distributed by P-MRNRD to all plan holders.

Key Understandings:

- The EJCDC documents used for the bidding of Turtle Creek Structure No. 2 will be modified. These documents are based on EJCDC's C-710 (Funding Agency Addition).
- NRCS to coordinate design questions and prepare design changes, if necessary.
- P-MRNRD will be the contact agency in the bidding documents for questions and will coordinate with NRCS and HDR on responses.
- P-MRNRD to provide opinion of probable construction cost, technical specifications and design drawings.

- P-MRNRD is responsible for bid solicitation, document distribution (including addendum) and bid opening.
- P-MRNRD is responsible for advertising the project and payment of any fees.
- P-MRNRD and NRCS will coordinate, conduct, and document a pre-bid/site showing with prospective bidders.

TASK SERIES 500 EMERGENCY ACTION PLAN

Emergency action plan will be prepared and supported.

Task Objectives: To develop a plan for emergency purposes.

HDR Activities: **Task 510 Emergency Action Plan (EAP).** HDR will develop an emergency action plan, which is acceptable to NDNR.

Task Deliverables:

- Draft and Final Emergency Operations Plan

Key Understandings: Emergency Operations Plan will be prepared using Papillion Creek Watershed Structures S-27, S-31, and S-32. EAPs as guidelines following the March 2009 NDNR template.

TASK SERIES 600 SECTION 404 COMPLIANCE

Task Objectives: Monitor and document Section 404 permit conditions and NPDES permit conditions.

HDR Activities: **Task 610 Section 404 Monitoring.** If wetland monitoring is a condition of the Section 404 permit, USACE will require up to a 3-year monitoring period. HDR will conduct a pre-, periodic, and post-site visits to the construction site and then 2 other site visits in subsequent years. HDR will coordinate its visit with the NRCS representative and the construction contractor. . A site-visit report will be complete within a week after the site visit and will be provided to P-MRNRD.

Task 620 NPDES Monitoring. HDR will conduct site visits every 2 weeks or whenever rainfall amounts exceed ½-inch to the construction site to document NPDES best management practices. Copies of the reports will be provided to the construction contractor and a copy filed in HDR's project files.

Task 630 Coordination. HDR will coordinate with P-MRNRD, construction contractor, NRCS, NDEQ, and USACE, as necessary.

Task Deliverables:

- USACE Annual Monitoring Reports
- NPDES Inspection Reports

Key Understandings:

- A total of 5 site visits are assumed for the Section 404 monitoring.
- It is assumed that the construction season for the rehabilitation is from June 2008 to May 2009 with a winter shutdown from December 1, 2008 to March 15, 2009. A total of 30 trips are assumed.
- Construction quality assurance will be conducted by Others.

PROPOSED SCHEDULE

The HDR Team proposes to provide the majority of the following professional services over an anticipated 12 month period plus 2 annual inspections following construction for the wetland monitoring. The following schedule is proposed:

Notice to Proceed	April 10, 2009
Submit Permit Applications	May 2009
Prepare Bid Package	July 2009
NPDES Compliance Monitoring	August 2009-May 2010
Section 404 Wetland Monitoring	August 2009-August 2011

ESTIMATED FEE

The following estimate fee includes labor and reimbursable expenses are as noted in Attachment A.

ATTACHMENT "A"
PAPIO - MISSOURI RIVER NATURAL RESOURCES DISTRICT
PERMITTING AND BIDDING PREPARATION SERVICES ON PAVILLION CREEK WATERSHED STRUCTURE W-3
FEE ESTIMATE - MARCH 2009

TASKS	Labor										Expenses				Est. Total Cost
	Project Manager	Sr Engr/ Technical	Engineer	Mid-Level Support	Technical Support	Clerical	Total Hours	Total Labor Cost	Tech. Fee	Printing	Travel	Misc.	Total Expenses		
TASK SERIES 100 - PROJECT MANAGEMENT															
Task 110	24		8	12		12	44	\$5,917	\$163				\$163	\$6,080	
Task 120	12		12	2		2	26	\$3,651	\$96		\$61	\$110	\$267	\$4,118	
Task 130			8	8	4	2	14	\$1,999	\$52		\$61	\$170	\$222	\$1,921	
	36	0	28	4	0	16	84								
Estimated Task Hours Subtotal	\$6,135	\$0	\$3,943	\$455	\$0	\$935		\$11,468	\$311	\$0	\$721	\$220	\$652	\$12,119	
Estimated Task Cost Subtotal															
TASK SERIES 200 - PERMITTING															
Task 210	2		12	12	4	4	30	\$3,733	\$111		\$61	\$110	\$282	\$4,015	
Task 220	2	2	2	24	8	4	42	\$4,605	\$155		\$170	\$100	\$365	\$4,971	
Task 230	2	2	8	8	8	2	20	\$2,496	\$74	\$55			\$129	\$2,627	
Task 240	2	2	16	8	4	2	32	\$3,961	\$118	\$55			\$173	\$4,134	
	4	6	38	52	16	8	124								
Estimated Task Hours Subtotal	\$682	\$1,031	\$5,351	\$5,920	\$1,347	\$467		\$14,787	\$468	\$710	\$270	\$210	\$948	\$16,746	
Estimated Task Cost Subtotal															
TASK SERIES 300 - NPDES PERMITTING															
Task 310	2	2	10	16	24	2	16	\$2,209	\$59				\$169	\$2,378	
Task 320	4	4	32	24	24	4	92	\$10,860	\$340	\$55	\$710	\$170	\$675	\$11,475	
	6	6	42	24	24	6	108								
Estimated Task Hours Subtotal	\$1,022	\$1,031	\$5,914	\$2,732	\$2,020	\$351		\$13,070	\$400	\$55	\$170	\$220	\$765	\$13,954	
Estimated Task Cost Subtotal															
TASK SERIES 400 - BIDDING ASSISTANCE															
Task 410	32	12	8	8	24	8	84	\$10,913	\$311	\$110		\$110	\$531	\$11,443	
Task 420	4		16	8	4	2	34	\$4,299	\$126	\$55			\$181	\$4,480	
Task 430			8	2	2	10	10	\$1,295	\$37	\$55	\$21		\$113	\$1,408	
Task 440			8	2	2	10	10	\$1,295	\$37	\$55	\$21		\$113	\$1,408	
	36	12	32	16	32	10	138								
Estimated Task Hours Subtotal	\$6,135	\$2,067	\$4,506	\$1,821	\$2,693	\$584		\$17,801	\$511	\$275	\$42	\$170	\$938	\$18,739	
Estimated Task Cost Subtotal															
TASK SERIES 500 - EMERGENCY ACTION PLAN															
Task 510	2		4	16	8	4	34	\$3,633	\$126	\$30			\$156	\$3,789	
	2	0	4	16	8	4	34								
Estimated Task Hours Subtotal	\$341	\$0	\$563	\$1,821	\$673	\$234		\$3,633	\$126	\$30	\$0	\$0	\$156	\$3,789	
Estimated Task Cost Subtotal															
TASK SERIES 600 - COMPLIANCE MONITORING															
Task 610	2			50	24	4	80	\$6,287	\$296	\$30	\$151	\$220	\$697	\$8,984	
Task 620	8		4	120	8	4	144	\$16,484	\$533	\$30	\$1,513	\$578	\$2,653	\$19,147	
Task 630	4			8	8	4	24	\$2,499	\$89	\$30			\$179	\$2,616	
	14	0	4	178	40	12	248								
Estimated Task Hours Subtotal	\$2,386	\$0	\$663	\$20,264	\$3,367	\$701		\$27,280	\$978	\$30	\$1,664	\$798	\$3,469	\$30,749	
Estimated Task Cost Subtotal															
TOTAL HOURS	98	24	148	390	120	50	736			\$60	\$ 2,108	\$ 1,558	\$ 6,948	\$ 84,916	
TOTAL COST	\$ 14,375	\$ 4,122	\$ 20,276	\$ 12,730	\$ 6,733	\$ 2,570		\$ 86,048	\$ 2,723	\$ 660	\$ 2,108	\$ 1,558	\$ 6,948	\$ 94,916	

Reimbursable Expenses Markup (excludes Tech. Fee) 10%

HDR Engineering, Inc.
Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist

consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the greater of \$50,000 or the total compensation received by ENGINEER hereunder, except as otherwise provided under this Agreement, and OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

Preparation of Permits, Bidding Documents and Right-of-Way for Papillion Creek Watershed Structure W-3
March 27, 2009
Initial Schedule of Tasks

Task Descriptions	Begin Date	End Date	Comment	Mar '09	Apr	May	June	July	Aug '09
Coordination									
Coordination Conference Calls	3/27/2009	6/31/2009	Conference Call - 3rd Friday of the month at 1:00 PM. Use NRCS call-in number						
Right-of-Way									
Real Property Work maps	3/27/2009	4/17/2009	J. Sall coordinating						
Legal Descriptions	4/20/2009	4/25/2009							
Appraisals	4/27/2009	5/15/2009							
Landowner Negotiations	5/18/2009	5/29/2009	Signed landowner agreement to Board on 6/1/09						
Permitting									
Preliminary Drawings for Permitting	3/27/2009	4/13/2009							
Section 404 Permit	4/13/2009	6/30/2009	Need wetland delineation from NRCS						
Wetland Delineation	4/15/2009	4/30/2009	Need to be completed during growing season						
Floodplain Permit	4/13/2009	5/6/2008	City of Blair						
NPDES SWPPP	4/13/2009	5/15/2009	NDEO Permit						
NDNR Permit	4/13/2009	4/20/2009	Need includes, plans, forms and EAP						
Bidding									
Divisions 0 & 1 (Front End Specifications)	5/1/2009	6/5/2009							
Technical Specifications (Material and Construction)	3/30/2009	6/26/2009	Draft by 6/1/09 & Final by 6/26/09						
Final Plans (Signed and Sealed)	3/30/2009	6/26/2009	Final to NRD by 6/26/09						
Bid Schedule with Engineer's Estimate	3/30/2009	6/26/2009	Draft by 6/1/09 & Final by 6/26/09						
Performance Schedule	3/30/2009	6/26/2009	Draft by 6/1/09 & Final by 6/26/09						
Operation and Maintenance Plan	3/30/2009	6/26/2009	Final to NRD by 6/26/09						
Geotechnical Investigation Reports	3/30/2009	6/26/2009	Final to NRD by 6/26/09						
Bid Project	7/6/2009	7/23/2009	Bid Opening 7/23/09, Board 8/13/09						
Construction									
Construction	9/1/2009	5/25/2010	COA by NRCS						
Construction Permit Compliance Monitoring	9/1/2009	5/25/2010	HDR to perform.						

CM Coordination Meetings - 3rd Friday of the month at 1:00 PM to 2:00 PM March to July
 BA P-MNRD Board Approval
 SP Submit Permit

DRAFT

DRAFT

Cleveland, Martin

From: Cleveland, Martin
Sent: Tuesday, March 24, 2009 8:30 AM
To: Cleveland, Martin
Subject: FW: W-3
Attachments: Nebraska ARRA Action Plan.xls

From: Christensen, Douglas - Lincoln, NE [mailto:Doug.Christensen@ne.usda.gov]
Sent: Tuesday, March 24, 2009 8:16 AM
To: Cleveland, Martin
Subject: RE: W-3

Martin,

In order to get W-3 selected, we had a May 15 date for construction to begin. We knew that was ambitious but we had to compete nationally. Hope the attached plan documents that starting date and the urgency of the federal government to get ground broken. As far as the 120 day rule, our NHQ did say in a teleconference that they wanted much of the funds obligated by June and the sooner the better.

Doug

Nebraska - ARRA Action Plan

Objective

Last Updated as of 3/15/09

Key deliverables/milestones

Watershed Operations

1. Fact Sheets for each project
2. Funds obligated
3. Construction Completed

Rehabilitation

1. Fact Sheets for each project
2. Funds obligated
3. Construction Completed

Floodplain Easements

1. Easements Selected
2. Easements Acquired
3. Restoration plans Completed (development of the plans)
4. Restoration Complete

Task/Activity	Output	Start	End	Who	Comments
A. Planning					
1 Watershed Rehabilitation ---Papio W-3---Overview	Submit Action plan to RAC	2/26/09	3/15/09	STC	
2	Submit Plan to NHQ for signature	2/26/09	3/1/09	ASTC WR	Completed
3	Plan is Signed/ Create Fact Sheet	3/1/09	3/1/09	Pub. Affairs	
4	Complete Design	3/15/09	4/30/09	State Engineer	
5	Obligate FA	4/30/09	5/15/09	ASTC WR	
	Finish Construction	5/15/09	9/1/10	Sponsor	
1 Watershed Operations---Blackwood Creek---Overview	NEPA EA	3/25/09	8/15/09	Env. Coord.	
	Complete Design	3/15/09	9/15/09	State Engineer	
	Obligate FA	9/15/09	10/15/09	ASTC WR	
	Finish Construction	5/15/10	9/1/10	Sponsor	
1 Floodplain Easements---Overview	Determine eligibility	3/9/09	3/27/09	ASTC Prog.	
	Make funding selections	3/27/09	4/3/09	ASTC Prog.	
	Provide option agreement	4/3/09	5/4/09	ASTC Prog.	
	Complete easement acquisition	5/4/09	12/3/09	ASTC Prog.	
	Complete restoration plan	12/3/09	12/30/09	ASTC Prog.	
	Obligate funds	12/30/09	9/30/10	ASTC Prog.	
B. Implementation					
Communications					
1 Watershed Rehabilitation ---Papio W-3	Distribute Fact Sheet	3/1/09	4/15/09	Pub. Affairs	
2	Review PA with Sponsors	4/30/09	5/15/09	ASTC WR	
3	Monitor PA with Sponsors	5/15/09	9/1/10	ASTC WR	
1 Watershed Operations---Blackwood Creek	Distribute Fact Sheet	3/1/09	4/15/09	Pub. Affairs	
	Review PA with Sponsors	9/15/09	10/15/09	ASTC WR	
	Monitor PA with Sponsors	10/15/09	9/1/10	ASTC WR	
1 Floodplain Easements (Will complete if any applications accepted)					
Financial Management					
1 Watershed Rehabilitation ---Papio W-3	Develop Project Agreement	4/30/09	5/15/09	ASTC WR	
2	Monitor PA and review billing	5/15/09	9/1/10	Financial Officer	
3	Deobligate any unused funds	8/15/10	9/1/10	Financial Officer	
1 Watershed Operations---Blackwood Creek	Develop Project Agreement	9/15/09	10/15/09	ASTC WR	
	Monitor PA and review billing	10/15/09	9/1/10	Financial Officer	
	Deobligate any unused funds	8/15/10	9/1/10	Financial Officer	
1 Floodplain Easements (Will complete if any applications accepted)					
Technical Assistance					
1 Watershed Rehabilitation ---Papio W-3	Complete Design	3/15/09	4/30/09	State Engineer	
1 Watershed Operations---Blackwood Creek	NEPA EA	3/25/09	8/15/09	Env. Coord.	
	Complete Design	3/15/09	9/15/09	State Engineer	
1 Floodplain Easements (Will complete if any applications accepted)					
Partners					
1 Watershed Rehabilitation ---Papio W-3 (Papio-Missouri NRD)	Review PA with Sponsors	4/30/09	5/15/09	ASTC WR	
2	Monitor PA with Sponsors	5/15/09	9/1/10	ASTC WR	
3	Review billing	5/15/09	9/1/10	Financial Officer	
1 Watershed Operations---Blackwood Creek	Review PA with Sponsors	9/15/09	10/15/09	ASTC WR	
	Monitor PA with Sponsors	10/15/09	9/1/10	ASTC WR	
	Review billing	10/15/09	9/1/10	Financial Officer	
1 Floodplain Easements (Will complete if any applications accepted)					
C. Quality Control and Progress Monitoring					
1 Watershed Rehabilitation ---Papio W-3	Submit design to Ft. Worth for review	4/15/09	4/30/09	State Engineer	
2	Monitor PA with Sponsors	5/15/09	9/1/10	ASTC WR	
3	Monitor PA and review billing	5/15/09	9/1/10	Financial Officer	
1 Watershed Operations---Blackwood Creek	Submit NEPA EA for review	8/15/09	9/1/09	Env. Coord.	
	Submit design to Ft. Worth for review	9/15/09	10/1/09	State Engineer	
	Monitor PA with Sponsors	5/15/09	9/1/10	ASTC WR	
	Monitor PA and review billing	5/15/09	9/1/10	Financial Officer	
1 Floodplain Easements (Will complete if any applications accepted)					