

# MEMORANDUM

**TO:** PROGRAMS, PROJECTS & OPERATIONS SUBCOMMITTEE

**SUBJECT:** Proposed OPPD Transmission Line along Little Papio Channel/Keystone Trail Project (Pine Street to Union Pacific Railroad)

**DATE:** February 3, 2004

**BY:** Martin P. Cleveland

At the December 11, 2003 Board of Directors meeting a proposed right-of-way (ROW) agreement with OPPD was tabled by the Board. Staff was directed to continue working with OPPD and Douglas County on the proposed agreement and to bring the topic back for discussion at an upcoming Programs, Projects and Operations Subcommittee. OPPD, Douglas County and NRD staffs met on January 16, 2004 to discuss the December 22, 2003 draft of the agreement, in particular the following sections: 1. Damage to existing improvements (paragraph 9), 2. Relocations of transmission line (paragraph 11) and 3. Indemnifications (paragraph 13). Attached is a revised agreement, which is now acceptable to OPPD, County and NRD staff, for your consideration.

**It is Management's recommendation that the Subcommittee recommend to the Board that the proposed license agreement with OPPD for a Transmission Line on District ROW along the Little Papio Channel/Keystone Trail Project (Pine Street to the Union Pacific Railroad) be approved, subject to form as approved by NRD Legal Counsel.**

Enclosure

**CC:** Janelle Mavis, Corps of Engineers  
Kent Holm, Douglas County  
Larry Hagan, OPPD

Lp94 File: 532 Reach: 7-5

REGISTER OF DEEDS USE

**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT,  
COUNTY OF DOUGLAS, NEBRASKA and  
OMAHA PUBLIC POWER DISTRICT**

**LICENSE AGREEMENT FOR CO-OCCUPATION OF LITTLE PAPIO CREEK  
PROJECT RIGHTS-OF-WAY (PINE STREET TO UPRR)**

---

**THIS LICENSE AGREEMENT ("THIS AGREEMENT")** is entered into by and among the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** ("the **NRD**"), a subdivision of the State of Nebraska, the **COUNTY OF DOUGLAS, NEBRASKA** ("the **COUNTY**") and the **OMAHA PUBLIC POWER DISTRICT**, a public corporation ("**OPPD**"). The **NRD**, the **COUNTY** and **OPPD** hereinafter are referred to collectively as "the **PARTIES**."

**WHEREAS**, **OPPD** desires to construct, operate and maintain a high voltage electrical transmission line ("the **TRANSMISSION LINE**") on parcels of land originally acquired by the **COUNTY** for use as levee and channel rights-of-way for the reach of the

U. S. Army Corps of Engineers' ("the **CORPS**") Little Papillion Creek Flood Control Project ("the **CHANNEL PROJECT**") extending from Pine Street to the Union Pacific Railroad right-of-way ("the **NRD ROW**") in the COUNTY, constructed in circa 1966; and,

**WHEREAS**, the NRD ROW is legally described as a parcel of land in the West 1/2 of Section 25 and the East 1/2 of Section 36, in Township 15N, Range 12 East, Douglas County, Nebraska, more particularly described [as follows /or/ in the legal description attached hereto as Exhibit \_\_ and incorporated herein by reference]; and,

**WHEREAS**, in 1996 the COUNTY assigned to the NRD all of the NRD ROW as well as the COUNTY'S responsibilities to act as the local sponsor for the CHANNEL PROJECT, which the NRD now operates and maintains; and,

**WHEREAS**, subsequent to construction of the CHANNEL PROJECT, and pursuant to an agreement between the NRD and the COUNTY, the COUNTY has operated and maintained in the NRD ROW a segment of the COUNTY'S Keystone Trail Project ("the **TRAIL PROJECT**"), consisting of a poured concrete, public, bicycle and pedestrian trail; and,

**WHEREAS**, OPPD desires to construct the TRANSMISSION LINE in the NRD ROW in substantial accordance with the conceptual project location plan sheet dated \_\_\_\_\_, 2004 (a copy of which is attached hereto and incorporated herein by reference as Exhibit A) and the typical pole structure cross-section sheet dated October 2, 2003 (a copy of which is attached hereto and incorporated herein by reference as Exhibit B); and,

**NOW, THEREFORE, IN CONSIDERATION** of the payment by OPPD to the NRD of the sum of NINETY THOUSAND DOLLARS (\$90,000.00), and to the COUNTY of the sum of TEN THOUSAND DOLLARS (\$10,000.00), the receipt of which is acknowledged; the foregoing recitals; and, the mutual covenants of the PARTIES, the NRD and the COUNTY hereby grant a license to OPPD to occupy the

NRD ROW upon the following terms and conditions and the PARTIES hereby agree as follows:

1. **PURPOSE.** The purpose of THIS AGREEMENT is to set forth the terms under which the TRANSMISSION LINE will be designed, constructed, operated, maintained, repaired and replaced in the NRD ROW, and to specify the rights, duties and obligations of the PARTIES in connection therewith.

2. **PLANS AND SPECIFICATIONS.** Prior to commencing construction of the TRANSMISSION LINE in the NRD ROW, OPPD, at its sole cost and expense, shall submit the plans and specifications for the TRANSMISSION LINE ("the **TRANSMISSION LINE PLANS**") to the NRD, the COUNTY and the CORPS for their separate examinations and written approvals. The NRD, the COUNTY and the CORPS shall have a period of sixty (60) days after receipt (a "**REVIEW PERIOD**") to examine the **TRANSMISSION LINE PLANS** and to accept or reject the same. Any amendments or revisions thereto also shall be submitted to the NRD, the COUNTY and the CORPS, who shall be given a REVIEW PERIOD to examine and accept or reject such amendments or revisions. Such approvals shall not be unreasonably withheld. If, within any REVIEW PERIOD, (a) either the NRD or the COUNTY, in its sole discretion, determines that the TRANSMISSION LINE cannot be designed to be compatible with the TRAIL PROJECT or the CHANNEL PROJECT, or (b) the CORPS in its sole discretion determines that the TRANSMISSION LINE will interfere with or jeopardize the CHANNEL PROJECT in any way, this Agreement shall be terminated upon written notice given by the NRD, the COUNTY or the CORPS to OPPD within five (5) days after expiration of such REVIEW PERIOD. If no such written notice is given as provided herein, the TRANSMISSION LINE PLANS, in their original form or as amended or revised, as the case may be, shall be deemed to have been accepted by NRD, the COUNTY and the CORPS. In the event this Agreement is terminated, prior to commencement of construction, the NRD and COUNTY shall return the respective \$90,000 and \$10,000 payments to OPPD. In the

event OPPD determines, prior to the commencement of construction, and in its absolute discretion, that it will not construct the Transmission Line, this Agreement shall terminate and the NRD and COUNTY shall return the respective \$90,000 and \$10,000 payments to OPPD.

**3. ESTHETIC IMPACTS.** In designing the TRANSMISSION LINE, OPPD shall make every reasonable and feasible effort to minimize the impact of the TRANSMISSION LINE upon the recreational and esthetic values now present in the NRD ROW including, without limitation, employing innovative designs wherever feasible and limiting, wherever feasible, the number and size of TRANSMISSION LINE structures, appendages and appurtenances. Except at turns, all TRANSMISSION LINE poles installed in the NRD ROW shall be free-standing. No part of any TRANSMISSION LINE pole, footing, or other surface improvement installed by OPPD in the NRD ROW shall be located within ten feet (10') of any TRAIL PROJECT pavement.

**4. ADDITIONAL INFORMATION.** OPPD shall promptly furnish to the NRD, the COUNTY and the CORPS any additional information any of them may reasonably request or require concerning Little Papio Creek hydraulics (floodplain/floodway), soils, foundations, or slope stability aspects of the TRANSMISSION LINE or the TRANSMISSION LINE PLANS that could impact the TRAIL PROJECT or the CHANNEL PROJECT. OPPD shall pay, within 45 days of demand, all the fair and reasonable costs incurred for any preconstruction hydraulics, soils, foundations or slope stability technical reviews of the TRANSMISSION LINE PLANS by independent third party engineers that the NRD or the COUNTY believe necessary.

**5. CONSTRUCTION COMMENCEMENT.** OPPD may commence construction of the TRANSMISSION LINE in the NRD ROW after the TRANSMISSION LINE PLANS have received the written consents of the NRD, the

COUNTY and the CORPS, such construction to be performed in substantial accordance with such TRANSMISSION LINE PLANS and in a good and workmanlike manner.

**6. OTHER PERMITS.** OPPD shall have the responsibility to obtain from the CORPS or other federal, state or local agencies, at OPPD'S sole cost and expense, all other permits, consents, approvals, lands, easements and rights-of-way required or convenient for construction or for operation and maintenance of the TRANSMISSION LINE, including, without limitation, zoning and subdivision approvals, floodplain and floodway zoning permits, Section 404 permits, licenses and water rights. Neither the NRD nor the COUNTY warrants its title to the NRD ROW. OPPD, at its sole cost and expense, shall obtain all additional land rights that OPPD determines necessary for its construction, operation, maintenance, repair, replacement, inspection, management or regulation of the TRANSMISSION LINE in the NRD ROW.

**7. AS-BUILT PLANS.** Within 45 days after final completion of the TRANSMISSION LINE, OPPD shall provide to NRD and COUNTY "as-built" plans showing the TRANSMISSION LINE, as completed, together with a certification by a Nebraska-licensed engineer that the TRANSMISSION LINE was constructed in full accordance with the approved TRANSMISSION LINE PLANS.

**8. DAMAGE TO EXISTING IMPROVEMENTS.** Any damage to or structural failure of TRAIL PROJECT paving, signage, drainage provisions or other TRAIL PROJECT improvement(s), or of CHANNEL PROJECT channel improvements, drainage structures, fences, road surfacing, ground cover or other CHANNEL PROJECT improvement(s), caused by the activities of OPPD, or its agents, employees, officers or contractors, shall be repaired by OPPD, at its sole cost and expense, and such improvements shall be restored to their as-built condition within sixty (60) days after receipt of written notice of such damage from the respective owner of such improvements, or as soon thereafter as weather reasonably permits, subject to the following:

a) In order to give the NRD and the COUNTY ample opportunity to timely assess any effects of OPPD'S activities upon their respective improvements in the NRD ROW, OPPD shall give written notices to the NRD and the COUNTY of the commencement and termination of each entry into and traverse of the NRD ROW by reconnaissance, construction, inspection or repair vehicles or other equipment owned or operated by OPPD, or by any of its agents, employees, officers or contractors, having a gross weight of more than five (5) tons (hereinafter referred to as a "**ROW ENTRY**"). For purposes of alerting the public and users of the trail, OPPD shall notify the COUNTY no less than thirty (30) days prior to the initial entry for the commencement of construction. At all times prior to and during construction, OPPD and its contractors shall make every effort to warn and keep safe from harm the public using, and in close proximity to, the trail. Verbal notification of the commencement of a ROW ENTRY shall be given to the NRD and the COUNTY a reasonable time in advance of each ROW ENTRY, if feasible, and a written notice of the commencement of a ROW ENTRY shall be delivered to the NRD and the COUNTY not later than ten (10) days after the commencement of such ROW ENTRY. A written notice of the termination of a ROW ENTRY shall be delivered to the NRD and the COUNTY not later than thirty (30) days after the termination of such ROW ENTRY. Each such written notice shall describe in detail the ROW ENTRY and the activities thereby performed. Damage to or structural failure of any TRAIL PROJECT or CHANNEL PROJECT improvement(s), discovered by the NRD or the COUNTY prior to ninety (90) days after receipt by the NRD and the COUNTY of written notice of termination of a ROW ENTRY, shall be rebuttably presumed to have been caused by the activities of OPPD, or its agents, employees, officers or contractors during such ROW ENTRY.

b) If OPPD fails to give any such written notice of commencement or termination of a ROW ENTRY within the above-required time, then damage to or

structural failure of any TRAIL PROJECT or CHANNEL PROJECT improvement(s), discovered by the NRD or the COUNTY within one (1) year after the termination of such ROW ENTRY, shall be rebuttably presumed to have been caused by the activities of OPPD, or its agents, employees, officers or contractors during such ROW ENTRY.

c) OPPD shall keep and maintain logs recording the dates and locations of each ROW ENTRY, and identifying and describing the personnel, vehicles and equipment involved in such OPPD ENTRY.

**9. REPAIR SPECIFICATIONS.** Any repair, modification, reconstruction or re-grading of the CHANNEL PROJECT or TRAIL PROJECT improvements by OPPD, mandated or permitted by this agreement, shall be equal to or better than the original improvement in materials and quality, and be performed in a good and workmanlike manner and in accordance with generally-accepted engineering principles and practices. In addition,

a) Such work shall not be commenced prior to ten days after written notification of the intended commencement of such work is delivered to both the NRD and the COUNTY, along with proposed specifications for such repair or reconstruction;

b) All excavations involved in such work shall be backfilled with material equal, superior or comparable to the material excavated and compacted to a density at least equal to that of the adjacent undisturbed area;

c) All seeded areas which are disturbed shall be re-seeded and an acceptable ground cover re-established;

d) Upon completion of such work, all construction materials, pipe, debris and other materials shall be removed from the NRD ROW and a new three inch (3") thick by ten foot (10') wide crushed limestone (1-1/2 inch crusher run) surfacing will be placed on all unpaved portions of levee roadway in the NRD ROW used by OPPD; and,



- e) All OPPD work involving TRAIL PROJECT improvements:
  - i) Shall be in general compliance with the American Association of State Highway and Transportation Officials' "1999 AASHTO Guide for the Development of Bicycle Facilities;"
  - ii) Shall be performed in accordance with applicable Nebraska state and federal statutes, rules and regulations;
  - iii) Shall provide curb-cuts and other provisions for the handicapped as now required for Federal and Federal-Aid projects; and,
  - iv) If necessitating trail closure of longer duration than one week, shall be preceded by the construction by OPPD of a temporary detour trail, conforming to present Nebraska Department of Roads specifications for a 6-inch asphalt course, substituting for the segment intended to be repaired or reconstructed, such temporary trail to be intended for bicycle and pedestrian use by the public during the period of such repair or reconstruction.
  - v) If involving cracked or otherwise damaged concrete, repairs shall be accomplished by concrete replacement and not by routing, caulking or sealing; and, concrete trail replacement shall be performed in accordance with the following:
    - A) base foundation must be of soil and compacted to a minimum of 95 percent of Standard Proctor (ASTM D698);
    - B) all pavement concrete for the Trail shall be class 47B (Nebraska);
    - C) pavement thickness must be 8 inch minimum;
    - D) pavement width must be equal to the width of the in-place pavement, typically 8 feet north of Pacific Street and 10 feet south of Pacific Street;

E) all replacement pavement must have a thickened edge, as per City of Omaha specifications (taper from 12 inch thick to 8 inch thick pavement in the first 5 feet from the old concrete edge);

F) all joints must be hot pour joints and conform to City of Omaha specifications;

G) pavement surface elevation must be equal to adjacent old pavement elevations, unless an overbuild requirement is in force;

H) openings in the pavement must be properly signed (e.g. barricade on each side of the opening), during construction; and,

I) pavement removal/replacement must be done as quickly as possible;

J) a detour route around the trail opening must be provided throughout the project construction and must be safe and properly fenced (e.g. orange temporary construction fence or equivalent);

**10. TRANSMISSION LINE MAINTENANCE.** OPPD shall keep and maintain the TRANSMISSION LINE in as-built condition and repair, at its sole cost and expense, and in accordance with generally accepted engineering practices. Neither the NRD nor the COUNTY shall have any duty to operate, maintain, repair, replace or regulate the TRANSMISSION LINE or any part thereof.

**11. RELOCATIONS OF TRANSMISSION LINE.** Notwithstanding any prior NRD or COUNTY consent to the design or location of the TRANSMISSION LINE, OPPD nevertheless, at its own cost and expense, shall relocate or modify any portion of the TRANSMISSION LINE that the NRD in its sole discretion, subsequently determines unreasonably interferes with the repair, modification, replacement or regulation of the CHANNEL PROJECT or take such other remedial action, acceptable to the NRD or the COUNTY, respectively, as shall be necessary to eliminate or abate the interference. OPPD, at its own cost and expense, shall make all repairs, modifications or

reconstructions of TRAIL PROJECT improvements as shall be reasonably required by the COUNTY as a result of such TRANSMISSION LINE relocation or modification.

**12. ABANDONMENT OF TRANSMISSION LINE.** In the event OPPD ceases to use the TRANSMISSION LINE or a portion thereof for the transmission of high voltage electrical power, or abandons use of the TRANSMISSION LINE or any portion thereof, then within six (6) months after the NRD'S or the COUNTY'S demand, OPPD, at its own cost and expense, shall remove from the NRD ROW such TRANSMISSION LINE, or such portion thereof, and all poles, towers, arms, supporting structures, piers, foundations and other equipment appurtenant thereto.

**13. INDEMNIFICATIONS.** OPPD shall defend, indemnify and hold harmless the NRD and the COUNTY from and against any and all claims, demands, causes of action, costs and expenses, including without limitation court costs and attorneys fees, (1) for eminent domain or inverse condemnation damages (including, without limitation, damages under 42 U.S.C. 1983) to the extent arising out of or caused by OPPD'S construction, operation, maintenance, repair, replacement, inspection, management or regulation of the TRANSMISSION LINE; or (2) for personal injury or property damages to the extent arising out of or caused by OPPD'S or its contractor's negligence or other tort in the design, engineering, placement, construction, operation, maintenance, repair, replacement, inspection, management or regulation of the TRANSMISSION LINE; provided, however, OPPD'S total liability to the NRD and the COUNTY, and anyone claiming by, through or under the NRD or the COUNTY, for any cost, loss or damages caused in part by the negligence or other tort of OPPD and in part by the negligence of the NRD and/or the COUNTY, shall not exceed the percentage share that OPPD'S negligence bears to the total negligence of OPPD, the NRD and the COUNTY and shall not exceed the total amount recoverable under Nebraska Revised Statute section 13-926, as amended. For purposes of this paragraph, negligence shall not be attributed to the NRD or the COUNTY by reason of any NRD or COUNTY inspection

or review of OPPD'S plans, specifications or designs for the TRANSMISSION LINE in the NRD ROW, or any failure to inspect or review such plans, specifications or designs.

**14. RISK OF LOSS.** The risk of loss of or damage to the TRANSMISSION LINE or any portion thereof from flood or other casualty whatsoever shall be borne solely by OPPD.

**15. SUCCESSORS AND ASSIGNS BOUND BY COVENANTS.** All covenants, stipulations and agreements contained in THIS AGREEMENT shall extend to and bind the legal representatives and successors of the PARTIES.

**16. REVIEW OF AGREEMENT.** The PARTIES each represent that they have carefully reviewed the terms and conditions of THIS AGREEMENT and are familiar with such terms and conditions and agree faithfully to comply with the same to the extent to which said terms and conditions apply to its activities, authorized and required by THIS AGREEMENT.

**17. NONDISCRIMINATION.** The PARTIES shall not, in the performance of THIS AGREEMENT, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.

**18. CAPTIONS.** Captions used in THIS AGREEMENT are for convenience and are not used in the construction of THIS AGREEMENT.

**19. APPLICABLE LAW.** The PARTIES to THIS AGREEMENT shall conform to all existing and applicable ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under THIS AGREEMENT.

**20. MERGER.** THIS AGREEMENT shall not be merged into any other oral or written Agreement, lease or deed of any type.

**21. MODIFICATION.** THIS AGREEMENT contains the entire agreement of the PARTIES. No representations were made or relied upon by any of the PARTIES other than those that may be expressly set forth herein. No agent, employee or other representative of any PARTY is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of such respective PARTY.

**22. STRICT COMPLIANCE.** All provisions of THIS AGREEMENT and each and every document that shall be attached shall be strictly complied with as written.

**23. INVALID PROVISIONS.** In the event that any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition, or provision herein contained shall not affect the validity of the remainder of the covenants, conditions or provisions of THIS AGREEMENT which shall in all respects remain a legally binding agreement with the invalid portion being deleted; provided that the validity of any such covenant, condition, or provision does not materially prejudice any of the PARTIES in its respective rights and obligations contained in the valid covenants, conditions, or provisions of THIS AGREEMENT.

**24. NON-WAIVER.** No delay or failure by any of the PARTIES to exercise any right under THIS AGREEMENT, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein. A valid waiver by any of the PARTIES shall not be deemed to extend the amount of time available to perform any other act required under THIS AGREEMENT.

**25. TIME IS OF THE ESSENCE.** Time is expressly declared to be of the essence of THIS AGREEMENT.

**26. DEFAULT.** If the any of the PARTIES fails to comply with any provision of THIS AGREEMENT within a reasonable time after a request for performance has been served on such PARTY, the other PARTIES may seek specific performance of this AGREEMENT and compensatory damages.

**26. EFFECTIVE DATE AND TERM.** THIS AGREEMENT shall become effective upon its execution by all PARTIES, and shall be perpetual in its duration.

**27. NOTICES.** Any notices required under the terms of THIS AGREEMENT shall be deemed to have been given within forty-eight (48) hours after notice has been deposited in the United States mail, postage prepaid. Notices to the NRD provided for in THIS AGREEMENT shall be sufficient if sent by certified or registered mail addressed to:

Steven G. Oltmans, General Manager  
Papio-Missouri River NRD  
8901 South 154th Street  
Omaha, Nebraska 68138-3621

notices to the COUNTY provided for in THIS AGREEMENT shall be sufficient if sent by certified or registered mail addressed to:

Kent E. Holm, Director  
Douglas County Environmental Services  
3015 Menke Circle  
Omaha, Nebraska 68134

and notices to OPPD provided for in THIS AGREEMENT shall be sufficient if sent by certified or registered mail addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other respective address(s) as the PARTIES may designate to each other from time to time in writing.

**IN WITNESS WHEREOF**

THIS AGREEMENT is executed by the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT on this \_\_\_\_ day of \_\_\_\_\_, 2004

**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT**

By \_\_\_\_\_  
**General Manager**

THIS AGREEMENT is executed by the COUNTY OF DOUGLAS, NEBRASKA,  
on this \_\_\_\_ day of \_\_\_\_\_, 2004

**THE COUNTY OF DOUGLAS**

Attest: By \_\_\_\_\_  
**Chairperson, Board of Commissioners**

\_\_\_\_\_  
**County Clerk**

THIS AGREEMENT is executed by the OMAHA PUBLIC POWER DISTRICT  
on this \_\_\_\_ day of \_\_\_\_\_, 2004

**THE OMAHA PUBLIC POWER DISTRICT**

Attest: By \_\_\_\_\_  
**General Manager**

\_\_\_\_\_  
STATE OF NEBRASKA        )  
                                  ) SS.  
COUNTY OF SARPY        )

On this \_\_\_\_ day of \_\_\_\_\_, 2004, before me, a Notary Public, personally came STEVEN G. OLTMANS, General Manager of the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and he/she acknowledged the same to be his/her voluntary act and deed and the voluntary act and deed of said District.

WITNESS my hand and Notarial Seal the date last aforesaid.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA            )  
  ) SS.  
COUNTY OF DOUGLAS        )

On this \_\_\_\_ day of \_\_\_\_\_, 2004, before me, a Notary Public, personally came \_\_\_\_\_, Chairperson of the BOARD OF COMMISSIONERS OF DOUGLAS COUNTY, NEBRASKA, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and he/she acknowledged the same to be his/her voluntary act and deed and the voluntary act and deed of said County.

WITNESS my hand and Notarial Seal the date last aforesaid.

\_\_\_\_\_  
Notary Public



# MEMORANDUM

**TO:** Programs, Projects and Operations Sub-Committee

**SUBJECT:** Silver Creek Watershed Dam Sites 15 & 19 Construction Bids

**DATE:** January 29, 2004

**BY:** Terry Schumacher, Field Representative, Blair FO

On January 28, 2004, District staff opened bids that were submitted for a contract to construct Silver Creek Watershed Dam Sites 15 & 19; the ninth and tenth of the twenty-four planned erosion control dams in this watershed.

Attached for the Sub-Committee's review is a summary of bids received. Also attached is a map of the watershed showing these 2 dam sites as well as others already built and those to be built in subsequent years.

Specifications for the construction of these two dams require 30,212 cubic yards of earthen fill. The contractor will have 154 calendar days to complete the contract.

Based on bids received, Camden Excavating's bid of \$111,082.80 is the apparent low bid. District staff and the Natural Resources Conservation Service (NRCS) have reviewed the bids submitted and believe that Camden Excavating is the lowest and best bidder. The engineer's estimate for this project is \$96,093.80. The engineer's estimate does not include items that have been in past bids of these structures, i.e., mobilization, cathodic protection. These items are not included in the county cost share docket for EQIP cost share.

These dams are being built with federal funds from the Environmental Quality Incentives Program (EQIP) and the P-MRNRD Special Watershed section of the Conservation Assistance Program budget. The original plan called for the P-MRNRD to pay 100% of the project. The EQIP cost-share funding for these projects is \$44,081.45. The P-MRNRD will contribute \$67,001.35.

**It is the staff's recommendation that the Subcommittee recommends to the Board of Directors that Camden Excavating's bid of \$111,082.80 be accepted and that the General Manager is authorized to execute the necessary contract documents.**

ISSUING OFFICE:				Engineer Estimate:		Page 1 of 2	
Papio-Missouri River NRD				\$ 46,333.10		2. DATE ISSUED	
8901 South 154th Street				B. GOVERNMENT ESTIMATE		3. DATE OPENED	
Omaha, Nebraska 68138				(Check A, B or C and complete D, E and F)		January 28, 2004	
PROJECT TYPE:				9. OFFERS			
				NO. 1 - A. OFFEROR		NO. 2 - A. OFFEROR	
SILVER CREEK SITE 15				CAMDEN EXCAVATING		LESLIE CONSTRUCTION	
BURT COUNTY, NEBRASKA				A.Hired Labor		B.BID SECURITY(TYPE/AMOUNT) Bid bond	
				B. Reasonable Contract (wo pro)		B.BID SECURITY(TYPE/AMOUNT) Certified Check	
				C. Reasonable Contract (w pro)		C.ADDENDA ACKNOWLEDGED:	
7A. ITEM NO	7B. DESCRIPTION OF OFFERED ITEM	7C EST. QUANTITY	D. UNIT	E. UNIT PRICE	F. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT
1	Mobilization	Subsidiary	----	----	----	----	----
2	Water	30	1000/GAL	\$ 20.00	\$ 600.00	\$ 10.00	\$ 300.00
3	Site Preparation	10.3	AC	\$ 750.00	\$ 7,725.00	\$ 2,000.00	\$ 20,600.00
4	Excavation	2,566	CY	\$ 1.34	\$ 3,438.44	\$ 2.00	\$ 5,132.00
5	Earthfill-Class C Comp	11,548	CY	\$ 1.07	\$ 12,356.36	\$ 1.05	\$ 12,125.40
6	Drainfill	71	CY	\$ 23.60	\$ 1,675.60	\$ 35.00	\$ 2,485.00
7	Concrete **	1.7	CY	\$ 114.00	\$ 193.80	\$ 150.00	\$ 255.00
8	Steel Re-Bar **	65.7	LB	\$ 0.88	\$ 57.82	\$ 1.00	\$ 65.70
9	CMP 30" - 14 Ga.	144	FT	\$ 93.00	\$ 13,392.00	\$ 60.00	\$ 8,640.00
10	CMP 10" - 16 Ga.	30	FT	\$ 22.00	\$ 660.00	\$ 20.00	\$ 600.00
11	CMP - Riser Section	8	FT	\$ 125.00	\$ 1,000.00	\$ 100.00	\$ 800.00
12	Metal Fabrication	672	LB	\$ 2.29	\$ 1,538.88	\$ 1.70	\$ 1,142.40
13	Rock Rip Rap Outlet	4.0	CY	\$ 43.80	\$ 175.20	\$ 42.00	\$ 168.00
14	Rock Rip Rap Inlet	10.5	CY	\$ 60.00	\$ 630.00	\$ 50.00	\$ 525.00
15	Cathodic Protection	Subsidiary	----	----	----		
16	Seeding and Mulching	5.0	AC	\$ 352.00	\$ 1,760.00	\$ 300.00	\$ 1,500.00
17	Fencing	1130	FT	\$ 1.00	\$ 1,130.00	\$ 1.00	\$ 1,130.00
18							
19							
20							
** Includes Pipe Support and Riser Base							
TOTALS					\$ 46,333.10	\$	\$ 55,468.50
							\$ 50,628.00

OFFERS - CONTINUED														
NO.3 - A. OFFEROR			NO.4 - A. OFFEROR			NO.5 - A. OFFEROR			NO.6 - A. OFFEROR			NO.7 - A. OFFEROR		
COONEY FERTILIZER			OK CONSTRUCTION			D & D CONSTRUCTION			RICHARD JAPP CONSTRUCTION			STROBEL CONSTRUCTION		
B.BID SECURITY(TYPE/AMOUNT) Bid Bond			B.BID SECURITY(TYPE/AMOUNT) Certified Check			B.BID SECURITY(TYPE/AMOUNT) Bid Bond			B.BID SECURITY(TYPE/AMOUNT) Bid Bond			B.BID SECURITY(TYPE/AMOUNT) Bid Bond		
C.ADDENDA ACKNOWLEDGED:			C.ADDENDA ACKNOWLEDGED:			C.ADDENDA ACKNOWLEDGED:			C.ADDENDA ACKNOWLEDGED:			C.ADDENDA ACKNOWLEDGED:		
7A														
ITEM NO.	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT
1		---		---		---		---		---		---		---
2	\$ 45.00	\$ 1,350.00	\$ 20.00	\$ 600.00	\$ 27.50	\$ 825.00	\$ 0.01	\$ 0.30	\$ 100.00	\$ 3,000.00				
3	\$ 3,300.97	\$ 33,999.99	\$ 2,000.00	\$ 20,600.00	\$ 3,500.00	\$ 36,050.00	\$ 3,200.00	\$ 32,960.00	\$ 2,350.00	\$ 24,205.00				
4	\$ 1.50	\$ 3,849.00	\$ 1.20	\$ 3,079.20	\$ 1.00	\$ 2,566.00	\$ 2.75	\$ 7,056.50	\$ 1.70	\$ 4,362.20				
5	\$ 0.96	\$ 11,086.08	\$ 0.92	\$ 10,624.16	\$ 0.92	\$ 10,624.16	\$ 1.40	\$ 16,167.20	\$ 3.74	\$ 43,189.52				
6	\$ 43.75	\$ 3,106.25	\$ 22.00	\$ 1,562.00	\$ 6.00	\$ 426.00	\$ 52.36	\$ 3,717.56	\$ 6.50	\$ 461.50				
7	\$ 380.00	\$ 646.00	\$ 600.00	\$ 1,020.00	\$ 350.00	\$ 595.00	\$ 332.76	\$ 565.69	\$ 205.00	\$ 348.50				
8	\$ 1.25	\$ 82.13	\$ 1.60	\$ 105.12	\$ 10.00	\$ 657.00	\$ 1.00	\$ 65.70	\$ 2.00	\$ 131.40				
9	\$ 103.50	\$ 14,904.00	\$ 86.00	\$ 12,384.00	\$ 50.00	\$ 7,200.00	\$ 63.76	\$ 9,181.44	\$ 85.00	\$ 12,240.00				
10	\$ 31.06	\$ 931.80	\$ 25.00	\$ 750.00	\$ 30.00	\$ 900.00	\$ 16.89	\$ 506.70	\$ 14.50	\$ 435.00				
11	\$ 182.00	\$ 1,456.00	\$ 375.00	\$ 3,000.00	\$ 500.00	\$ 4,000.00	\$ 171.00	\$ 1,368.00	\$ 230.00	\$ 1,840.00				
12	\$ 2.35	\$ 1,579.20	\$ 3.27	\$ 2,197.44	\$ 4.50	\$ 3,024.00	\$ 3.03	\$ 2,036.16	\$ 1.35	\$ 907.20				
13	\$ 65.00	\$ 260.00	\$ 60.00	\$ 240.00	\$ 75.00	\$ 300.00	\$ 49.90	\$ 199.60	\$ 60.00	\$ 240.00				
14	\$ 85.00	\$ 892.50	\$ 90.00	\$ 945.00	\$ 75.00	\$ 787.50	\$ 81.30	\$ 853.65	\$ 125.00	\$ 1,312.50				
15	\$ -	\$ -		\$ -		\$ -		\$ -		\$ -				
16	\$ 420.00	\$ 2,100.00	\$ 1,750.00	\$ 8,750.00	\$ 1,600.00	\$ 8,000.00	\$ 693.00	\$ 3,465.00	\$ 800.00	\$ 4,000.00				
17	\$ 1.15	\$ 1,299.50	\$ 7.60	\$ 8,588.00	\$ 2.50	\$ 2,825.00	\$ 2.11	\$ 2,384.30	\$ 4.00	\$ 4,520.00				
18														
19														
20														
TOTALS		\$ 77,542.45		\$ 74,444.92		\$ 78,779.66		\$ 80,527.80		\$ 101,192.82				

ISSUING OFFICE:				Engineer Estimate:		2. DATE ISSUED		Page 1 of 2	
Papio-Missouri River NRD 8901 South 154th Street Omaha, Nebraska 68138				\$ 49,760.70				3. DATE OPENED January 28, 2004	
PROJECT TYPE:				B. GOVERNMENT ESTIMATE (Check A, B or C and complete D, E and F)		9. OFFERS			
						NO. 1 - A. OFFEROR		NO. 2 - A. OFFEROR	
SILVER CREEK SITE 19				A. Hired Labor		CAMDEN EXCAVATING		LESLIE CONSTRUCTION	
BURT COUNTY, NEBRASKA				B. Reasonable Contract (wo pro)		B. BID SECURITY (TYPE/AMOUNT) Bid Bond		B. BID SECURITY (TYPE/AMOUNT) Certified Check	
				C. Reasonable Contract (w pro)		C. ADDENDA ACKNOWLEDGED		C. ADDENDA ACKNOWLEDGED	
7A. ITEM NO	7B. DESCRIPTION OF OFFERED ITEM	7C. EST. QUANTITY	D. UNIT	E. UNIT PRICE	F. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT
1	Mobilization	Subsidiary	----	----	----	----	----	----	----
2	Water	30	1000/GAL	\$ 20.00	\$ 600.00	\$ 10.00	\$ 300.00	\$ 50.00	\$ 1,500.00
3	Site Preparation	6.3	AC	\$ 750.00	\$ 4,725.00	\$ 1,200.00	\$ 7,560.00	\$ 650.00	\$ 4,095.00
4	Excavation	3,864	CY	\$ 1.34	\$ 5,177.76	\$ 2.00	\$ 7,728.00	\$ 2.00	\$ 7,728.00
5	Earthfill-Class C Comp	18,664	CY	\$ 1.07	\$ 19,970.48	\$ 1.05	\$ 19,597.20	\$ 1.20	\$ 22,396.80
6	Drainfill	119	CY	\$ 23.60	\$ 2,808.40	\$ 30.00	\$ 3,570.00	\$ 38.00	\$ 4,522.00
7	Concrete **	1.3	CY	\$ 114.00	\$ 148.20	\$ 150.00	\$ 195.00	\$ 500.00	\$ 650.00
8	Steel Re-Bar **	51.4	LB	\$ 0.88	\$ 45.23	\$ 1.00	\$ 51.40	\$ 2.00	\$ 102.80
9	CMP 24" - 14 Ga.	104	FT	\$ 83.00	\$ 8,632.00	\$ 75.00	\$ 7,800.00	\$ 110.00	\$ 11,440.00
10	CMP 10" - 16 Ga.	32	FT	\$ 22.00	\$ 704.00	\$ 20.00	\$ 640.00	\$ 100.00	\$ 3,200.00
11	CMP - Riser Section	10	FT	\$ 115.00	\$ 1,150.00	\$ 120.00	\$ 1,200.00	\$ 125.00	\$ 1,250.00
12	Metal Fabrication	627	LB	\$ 2.29	\$ 1,435.83	\$ 2.60	\$ 1,630.20	\$ 1.50	\$ 940.50
13	Rock Rip Rap Outlet	6	CY	\$ 43.80	\$ 262.80	\$ 45.00	\$ 270.00	\$ 38.00	\$ 228.00
14	Rock Rip Rap Inlet	10	CY	\$ 60.00	\$ 600.00	\$ 55.00	\$ 550.00	\$ 50.00	\$ 500.00
15	Cathodic Protection	Subsidiary	----	----	----	----	\$ -		\$ -
16	Seeding and Mulching	3	AC	\$ 352.00	\$ 1,056.00	\$ 360.00	\$ 1,080.00	\$ 600.00	\$ 1,800.00
17	Fencing	1295	FT	\$ 1.00	\$ 1,295.00	\$ 1.50	\$ 1,942.50	\$ 1.80	\$ 2,331.00
18	Livestock Pipe Line	1	LS	----	\$ 1,150.00	----	\$ 1,500.00		\$ 2,500.00
19									
20									
** Includes Pipe Support and Riser Base									
TOTALS					\$ 49,760.70		\$ 55,614.30		\$ 65,184.10

TOTALS FOR TWO SITES

\$ 96,093.80

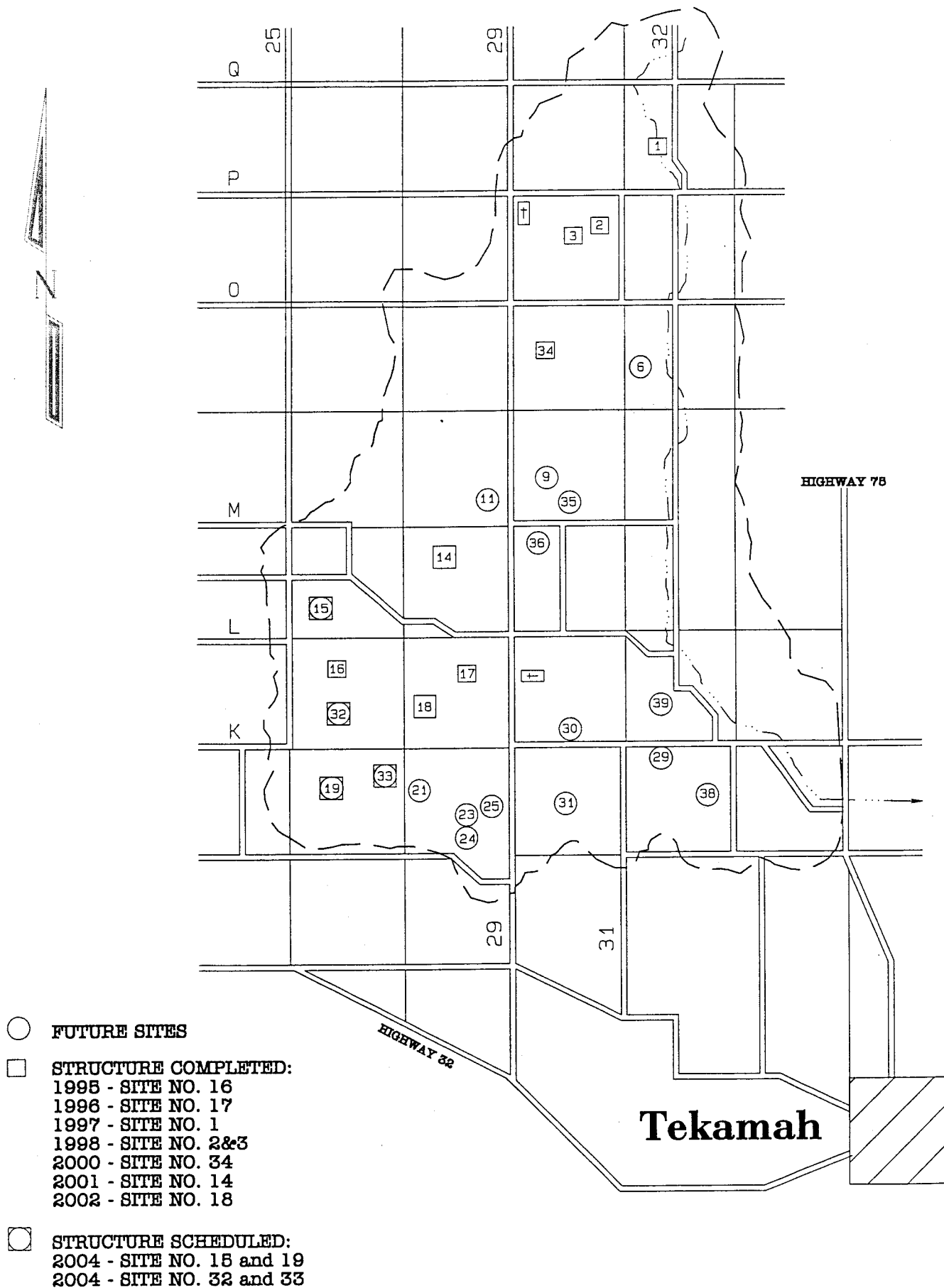
\$ 111,082.80

\$ 115,812.10

OFFERS - CONTINUED													
NO.3 - A. OFFEROR			NO.4 - A. OFFEROR			NO.5 - A. OFFEROR			NO.6 - A. OFFEROR			NO.7 - A. OFFEROR	
COONEY FERTILIZER			OK CONSTRUCTION			D & D CONSTRUCTION			RICHARD JAPP CONSTRUCTION			STROEBEL CONSTRUCTION	
B.BID SECURITY(TYPE/AMOUNT) Bid Bond			B.BID SECURITY(TYPE/AMOUNT) Certified Check			B.BID SECURITY(TYPE/AMOUNT) Bid Bond			B.BID SECURITY(TYPE/AMOUNT) Bid Bond			B.BID SECURITY(TYPE/AMOUNT) BID BOND	
C.ADDENDA ACKNOWLEDGED:			C.ADDENDA ACKNOWLEDGED:			C.ADDENDA ACKNOWLEDGED:			C.ADDENDA ACKNOWLEDGED:			C.ADDENDA ACKNOWLEDGED:	
7A	ITEM NO.	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT
1			---		---		---		---		---		---
2		\$ 45.00	\$ 1,350.00	\$ 20.00	\$ 600.00	27.5	\$ 825.00	\$ 0.01	\$ 0.30	\$ 100.00	\$ 3,000.00		
3		\$ 1,587.30	\$ 10,000.00	\$ 1,100.00	\$ 6,930.00	3500	\$ 22,050.00	\$ 2,667.32	\$ 16,804.12	\$ 2,100.00	\$ 13,230.00		
4		\$ 1.25	\$ 4,830.00	\$ 1.20	\$ 4,636.80	1	\$ 3,864.00	\$ 1.40	\$ 5,409.60	\$ 1.70	\$ 6,568.80		
5		\$ 0.98	\$ 18,290.72	\$ 0.89	\$ 16,610.96	0.92	\$ 17,170.88	\$ 1.20	\$ 22,396.80	\$ 3.74	\$ 69,803.36		
6		\$ 43.75	\$ 5,206.25	\$ 22.00	\$ 2,618.00	6	\$ 714.00	\$ 52.36	\$ 6,230.84	\$ 6.50	\$ 773.50		
7		\$ 430.00	\$ 559.00	\$ 600.00	\$ 780.00	350	\$ 455.00	\$ 443.85	\$ 577.01	\$ 205.00	\$ 266.50		
8		\$ 1.25	\$ 64.25	\$ 1.60	\$ 82.24	10	\$ 514.00	\$ 1.00	\$ 51.40	\$ 2.00	\$ 102.80		
9		\$ 64.11	\$ 6,667.44	\$ 80.00	\$ 8,320.00	40	\$ 4,160.00	\$ 60.65	\$ 6,307.60	\$ 85.00	\$ 8,840.00		
10		\$ 58.10	\$ 1,859.20	\$ 25.00	\$ 800.00	30	\$ 960.00	\$ 13.97	\$ 447.04	\$ 14.50	\$ 464.00		
11		\$ 119.30	\$ 1,193.00	\$ 300.00	\$ 3,000.00	400	\$ 4,000.00	\$ 116.64	\$ 1,166.40	\$ 230.00	\$ 2,300.00		
12		\$ 2.35	\$ 1,473.45	\$ 3.50	\$ 2,194.50	4.5	\$ 2,821.50	\$ 3.17	\$ 1,987.59	\$ 1.35	\$ 846.45		
13		\$ 65.00	\$ 390.00	\$ 60.00	\$ 360.00	75	\$ 450.00	\$ 49.90	\$ 299.40	\$ 60.00	\$ 360.00		
14		\$ 85.00	\$ 850.00	\$ 90.00	\$ 900.00	75	\$ 750.00	\$ 81.30	\$ 813.00	\$ 125.00	\$ 1,250.00		
15		\$ -	\$ -		\$ -		\$ -		\$ -		\$ -		
16		\$ 420.00	\$ 1,260.00	\$ 1,750.00	\$ 5,250.00	1600	\$ 4,800.00	\$ 734.80	\$ 2,204.40	\$ 800.00	\$ 2,400.00		
17		\$ 1.15	\$ 1,489.25	\$ 7.60	\$ 9,842.00	3.5	\$ 4,532.50	\$ 2.11	\$ 2,732.45	\$ 4.00	\$ 5,180.00		
18		LS	\$ 1,395.00	LS	\$ 1,500.00	LS	\$ 1,550.00	LS	\$ 2,237.53	LS	\$ 1,890.00		
19													
20													
	TOTALS		\$ 56,877.56		\$ 64,424.50		\$ 69,616.88		\$ 69,665.47		\$ 117,275.41		

TOTALS	\$ 134,420.01	\$ 138,869.42	\$ 148,396.54	\$ 150,193.27	\$ 218,468.23
FOR TWO SITES					

# Silver Creek Watershed Burt County, Nebraska



# Memorandum

TO: PPO Subcommittee

Subject: Bids for Walnut Creek Water System

From: Randy Lee, Assistant Park Superintendent

Date: January 30, 2004

The Papio-Missouri River NRD received and opened bids on the Walnut Creek Water System at the offices of Thompson Dreessen & Dornier on Jan. 30, 2004 at 9:00 a.m. The project was advertised in local publications on Jan. 22 and 29, 2004

There were six contractors who submitted bids. The bids were reviewed by the NRD and the staff at Thompson Dreessen & Dornier. The engineers estimate for the project base bid was \$39,482.50 and \$35,382.50 for the alternate bid. The alternate bid was to reduce the mainline on the west side from 6" DIP water main to a 3" PVC SDR 21. The budgeted amount for the project was \$25,000.00.

This project was bid last October 27<sup>th</sup> and reviewed by staff and presented to the Board at the November Subcommittee meeting with two bids received at that time with the low bid of \$57,160.00 the bids were rejected and planned to be re-bid in the spring.

Attached you will find the engineers estimate and the submitted proposals and costs per unit submitted by the bidders.

**It is the staff's recommendation that the Subcommittee recommend to the Board that the low base bid of \$37,603.75 submitted by Sudbeck Construction Company be accepted and authorization be given to the General Manager to approve construction contracts.**



**THOMPSON, DREESSEN & DORNER, INC.**  
**Consulting Engineers & Land Surveyors**

January 30, 2004

Mr. Steve Oltmans, General Manager  
Papio-Missouri River Natural Resources District  
8901 South 154 Street  
Omaha, NE 68138-3621

RE: Walnut Creek Lake Water Service  
TD<sup>2</sup> File No. 1202-104.11

ROBERT E. DREESSEN, P.E.  
NELSON J. HYMANS, P.E.  
JAMES D. WARNER, L.S.  
CHARLES E. RIGGS, P.E.  
KA "KIP" P. SQUIRE III, P.E.  
JOHN M. KOTTMANN, P.E.  
ARTHUR D. BECCARD, P.E.  
JOSEPH G. KOSINOVSKY, P.E.  
DOUGLAS S. DREESSEN, P.E.  
DEAN A. JAEGER, P.E.  
RICHARD M. BROYLES, L.S.  
DAVID H. NEEF, L.S.  
RONALD M. KOENIG, L.S.  
CHRIS E. DORNER, L.S.  
LORAS A. KLOSTERMANN, P.E.  
TIMOTHY T. PAPSTEIN, P.E.  
MICHAEL J. SMITH, L.S.  
TROY J. NISSEN, P.E.  
DOUGLAS E. KELLNER, P.E.  
DANIEL J. BROWN, P.E.  
KEVIN L. TRUE, L.S.  
GARY A. NORTON, P.E.

Bids were received at our office on January 30, 2004 for the construction of Walnut Creek Lake Water Service.

Sudbeck Construction of Omaha, Nebraska was the low bidder in the amount of \$37,603.75 for the base bid. An alternate bid was included in this project to reduce the size of the new water main to the existing water system on the west side of the lake from 6" ductile iron pipe to 3" PVC and to substitute a post hydrant for a standard fire hydrant in the event that the base bids were beyond the available budget. Denny's Trenching of Omaha submitted the lowest alternate bid in the amount of \$35,517.00.

The Engineer's estimate for the base bid was \$39,482.50 and \$35,382.50 for the alternate bid. It is our recommendation that the base bid be accepted, as that work will provide fire protection to the residence and campground area. Sudbeck Construction is a qualified contractor and we recommend that the contract be awarded to them for the base bid items.

A tabulation of both bids received is enclosed.

Sincerely,

THOMPSON, DREESSEN & DORNER, INC.

Arthur D. Beccard, P.E.


ADB/bam

Enclosure

cc w/Enclosure – P-MRNRD – Randy Lee  
Sudbeck Construction Co.



SUBMITTED PROPOSALS & COSTS Date of Bid: Jan. 30, 2004 9:00 a.m. Client: Papio-Missouri River NRD Project: Walnut Creek Lake Water Service TD' File No.: 1202-104				Sudbeck Construction 16255 Woodland Drive Omaha NE 68136		Heimes Excavating & Utilities Co. 9144 S 147th Street Omaha NE 68138		Denny's Trench, Inc. 7201 Surrey Hills Drive Omaha NE 68122	
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	6" DIP Water Main, Pressure Class 350, in place	615	L.F.	\$17.10	\$10,516.50	\$15.71	\$9,661.65	\$19.50	\$11,992.50
2	2" Water Main, PVC SDR 21 or HDPE SDR 13.5, in place	1,465	L.F.	\$10.05	\$14,723.25	\$7.85	\$11,500.25	\$9.50	\$13,917.50
3	Water Meter Vault with Equipment per Detail, in place	1	EA.	\$2,375.00	\$2,375.00	\$2,765.00	\$2,765.00	\$4,700.00	\$4,700.00
4	Water Meter with Equipment in Residence per schematic, in place	1	EA.	\$3,100.00	\$3,100.00	\$6,799.00	\$6,799.00	\$3,050.00	\$3,050.00
5	Tap Existing 10" PVC Water Main for 2" Water Service (City to do actual tap, Contractor to Excavate and Pay Tapping)	1	EA.	\$679.00	\$679.00	\$1,951.00	\$1,951.00	\$1,300.00	\$1,300.00
6	Remove 6" Plug and Connect to Existing 6" Tee	1	EA.	\$225.00	\$225.00	\$1,228.00	\$1,228.00	\$1,600.00	\$1,600.00
7	Connect to Existing 2" Water Distribution Piping with Appropriate Fittings	3	EA.	\$135.00	\$405.00	\$196.00	\$588.00	\$450.00	\$1,350.00
8	Remove and Replace Existing 4" Concrete Sidewalk	72	S.F.	\$5.00	\$360.00	\$6.25	\$450.00	\$1.00	\$72.00
9	Revisions to Existing Water Well Discharge Piping per plans	2	EA.	\$325.00	\$650.00	\$790.00	\$1,580.00	\$1,000.00	\$2,000.00
10	Yard Hydrant, in place	2	EA.	\$175.00	\$350.00	\$416.00	\$832.00	\$300.00	\$600.00
11	Fire Hydrant Assembly, in place	1	EA.	\$1,925.00	\$1,925.00	\$2,727.00	\$2,727.00	\$1,725.00	\$1,725.00
12	Blow-off Hydrant Assembly, in place	1	EA.	\$1,595.00	\$1,595.00	\$1,226.00	\$1,226.00	\$660.00	\$660.00
13	Post Hydrant, in place	1	EA.	\$310.00	\$310.00	\$1,277.00	\$1,277.00	\$600.00	\$600.00
14	Remove and Reinstall Fence, if required	40	L.F.	\$9.75	\$390.00	\$15.00	\$600.00	\$10.00	\$400.00
	<b>TOTAL BASE BID (ITEMS 1-14)</b>				<b>\$37,603.75</b>		<b>\$43,184.90</b>		<b>\$43,967.00</b>
	ALTERNATE: Deduct amount for substitution of 3" PVC SDR 21	1	LS	(\$325.00)	(\$325.00)	(\$4,107.00)	\$ (4,107.00)	(\$8,450.00)	(\$8,450.00)
	<b>TOTAL ALTERNATE BID</b>				<b>\$37,278.75</b>		<b>\$39,077.90</b>		<b>\$35,517.00</b>
No Estimate Published Bond: 5% of Bid				THOMPSON, DREESSEN & DORNER, INC.		10836 Old Mill Road, Omaha, NE 68154			

SUBMITTED PROPOSALS & COSTS Date of Bid: Jan. 30, 2004 9:00 a.m. Client: Papio-Missouri River NRD Project: Walnut Creek Lake Water Service TD' File No.: 1202-104					Kerstens & Lee, Inc. 11050 South 204th Street Gretna NE 68028		KRW Construction Inc. 575 SE 1st St Blair NE 68008		Mains N' More, Inc. 1102 205th Avenue Bartlett IA 51654	
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
1	6" DIP Water Main, Pressure Class 350, in place	615	L.F.	\$17.61	\$10,830.15	\$30.00	\$18,450.00	\$23.43	\$14,409.45	
2	2" Water Main, PVC SDR 21 or HDPE SDR 13.5, in place	1,465	L.F.	\$8.70	\$12,745.50	\$8.00	\$11,720.00	\$12.00	\$17,580.00	
3	Water Meter Vault with Equipment per Detail, in place	1	EA.	\$3,500.00	\$3,500.00	\$2,050.20	\$2,050.20	\$4,206.24	\$4,206.24	
4	Water Meter with Equipment in Residence per schematic, in place	1	EA.	\$4,858.00	\$4,858.00	\$2,648.45	\$2,648.45	\$6,000.00	\$6,000.00	
5	Tap Existing 10" PVC Water Main for 2" Water Service (City to do actual tap, Contractor to Excavate and Pay Tapping)	1	EA.	\$1,670.00	\$1,670.00	\$1,446.42	\$1,446.42	\$1,000.00	\$1,000.00	
6	Remove 6" Plug and Connect to Existing 6" Tee	1	EA.	\$1,325.00	\$1,325.00	\$150.00	\$150.00	\$700.00	\$700.00	
7	Connect to Existing 2" Water Distribution Piping with Appropriate Fittings	3	EA.	\$415.00	\$1,245.00	\$615.00	\$1,845.00	\$400.00	\$1,200.00	
8	Remove and Replace Existing 4" Concrete Sidewalk	72	S.F.	\$5.50	\$396.00	\$8.92	\$642.24	\$10.00	\$720.00	
9	Revisions to Existing Water Well Discharge Piping per plans	2	EA.	\$300.00	\$600.00	\$211.92	\$423.84	\$500.00	\$1,000.00	
10	Yard Hydrant, in place	2	EA.	\$372.00	\$744.00	\$477.20	\$954.40	\$275.00	\$550.00	
11	Fire Hydrant Assembly, in place	1	EA.	\$1,988.00	\$1,988.00	\$1,725.00	\$1,725.00	\$2,200.00	\$2,200.00	
12	Blow-off Hydrant Assembly, in place	1	EA.	\$1,015.00	\$1,015.00	\$992.47	\$992.47	\$1,000.00	\$1,000.00	
13	Post Hydrant, in place	1	EA.	\$1,110.00	\$1,110.00	\$797.29	\$797.29	\$1,073.43	\$1,073.43	
14	Remove and Reinstall Fence, if required	40	L.F.	\$8.00	\$320.00	\$9.63	\$385.20	\$10.00	\$400.00	
	TOTAL BASE BID (ITEMS 1-14)				\$42,346.65		\$44,230.51		\$52,039.12	
	ALTERNATE: Deduct amount for substitution of 3" PVC SDR 21	1	LS	no bid	\$0.00	(\$9.00)	\$ (9.00)	(\$3,462.45)	(\$3,462.45)	
	TOTAL ALTERNATE BID						\$44,221.51		\$48,576.67	
No Estimate Published Bond: 5% of Bid				* corrected in accordance with Information for Bidders						
				THOMPSON, DREESSEN & DORNER, INC. 10836 Old Mill Road, Omaha, NE 68154						