

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 20, 2026 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT – APPLEWOOD CREEK INDEPENDENT MODEL REVIEW	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing a professional services agreement with Embris Group, LLC to provide an independent review of the Hydrologic and Hydraulic (H&H) Modeling as submitted to the City for the Applewood Creek Culvert Improvement projects by the Cimarron Woods SID in an amount not to exceed \$40,260.

**FISCAL IMPACT**

The FY25/FY26 Biennial Budget provides funding for this work.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The Cimarron Woods SID continues to work with the City to provide a solution to convey stormwater flows from the SID boundary through the culvert crossings at the Burlington Northern Santa Fe (BNSF) Railroad, Brentwood Drive, Giles Road and Portal to the West Papio Creek. The SID wishes to increase capacity at the four (4) above referenced culvert crossings and has intimated the engineering design of said culverts by E&A Consulting. The City, in discussions with staff at the City of Papillion and the Papio Missouri River NRD, desire to procure a consultant to independently review the modeling proposed by E&A Consulting and to finalize the design of the said four (4) culverts and begin the process of permitting and construction.

A copy of the scope is attached.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH EMBRIS GROUP, LCC TO PROVIDE AN INDEPENDENT REVIEW OF THE HYDROLOGIC AND HYDRAULIC MODELING FOR THE APPLEWOOD CREEK CULVERT IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$40,260.00.

WHEREAS, the City Council of the City of La Vista has determined that said services are necessary; and

WHEREAS, the FY25/FY26 Biennial Budget includes funding for this work; and

WHEREAS Subsection (C) (8) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secures City Council approval in accordance with the Purchasing Policy approved by City Council;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Embris Group, LLC to provide an independent review of the Hydrologic and Hydraulic Modeling for the Applewood Creek Culvert Improvement Project in an amount not to exceed \$40,260.00.

PASSED AND APPROVED THIS 20TH DAY OF JANUARY 2026.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Rachel D. Carl, CMC  
City Clerk



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

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ("Effective Date") between City of La Vista ("Owner") and Embris Group, LLC ("Engineer").

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

Applewood Creek Independent Model Review ("Project").

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

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

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

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

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Basis of Payment:
1. Hourly Rates. Owner shall pay Engineer for Services as follows:
    - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class.
    - b. The total compensation for Services is estimated to be \$40,260.00. The total compensation shall not exceed \$40,260.00 ("Not to Exceed Amount") unless approved in writing by the Owner through a contract amendment to this Agreement.

- B. Owner shall pay Engineer as set forth in Section 3.01(A) and Exhibit B, and per the terms in Exhibit C.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer; provided, however, any rate adjustment of personnel performing work under this Agreement shall be provided to Owner in writing at least 10 days before such rates are effective, and total compensation payable to Engineer under this Agreement shall not exceed the Not to Exceed Amount except by amendment as described in Section 3.01(A)(1)(b). The current hourly rate schedule can be provided upon request.

#### ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

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##### 4.01 Exhibits

Exhibit A – Scope of Services  
Exhibit B – Breakdown of Costs  
Exhibit C – General Conditions

##### 4.02 Total Agreement

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

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

Owner: City of La Vista

Engineer: Embris Group, LLC

By: \_\_\_\_\_

By: Nick Sutko

Title: \_\_\_\_\_

Title: Principal

Date Signed: \_\_\_\_\_

Date Signed: 01/14/2026

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

Embris Group, LLC

\_\_\_\_\_

963 N 13<sup>th</sup> Street

\_\_\_\_\_

Fort Calhoun, NE 68023

Embris Group, LLC (ENGINEER) agrees to provide the City of La Vista (OWNER) engineering consulting services as outlined herein for a project generally described as Applewood Creek Independent Model Review (PROJECT).

## PROJECT DESCRIPTION

Over the last 10 to 15 years Cinnamon Woods SID 237 (SID 237) has experienced flooding upstream of the Burlington Northern Santa Fe (BNSF) railroad along Applewood Creek in the area generally indicated in Figure 1, causing damage to homes. E & A Consulting (E&A) has investigated alternatives to reduce the potential for home flooding which included providing additional conveyance capacity, upstream storage, home buyouts, and a “do nothing” alternative. The preferred alternative includes providing additional conveyance capacity at the points generally indicted in Figure 1, including increasing conveyance capacity through the culvert under the Burlington Northern Santa Fe (BNSF) railroad track. Due to the fact the BNSF railroad is in the upstream reaches of the Applewood Creek watershed, culvert capacity improvements for providing additional conveyance capacity are also proposed at the downstream road crossings to address any potential flooding issues. These culvert capacity improvements include increasing conveyance capacity through the culverts beneath Brentwood Drive, Giles Road, and Portal Road at the points indicated in Figure 1. E&A has completed hydrologic and hydraulic (H&H) analyses and 60% plans for the proposed improvements.

The OWNER, SID 237, BNSF, and SID 276 each owns and maintains some or all of the the culverts, tracks, roads, facilities, areas or grounds included in the proposed improvements, including without limitation assets (the BNSF railroad tracks, Brentwood Drive, Giles Road, and Portal Road) and drainageways along Applewood Creek as generally depicted in Figure 1 and OWNER has requested that a model and hydraulic results review of such areas and proposed improvements be conducted. The review will include the following primary components:

- Hydrologic Models Review
- Hydraulic Models Review
- Design Plan Verification
- Hydraulic Design Review

These efforts will be conducted in cooperation of SID 237, BNSF, and OWNER with the City of Papillion and Papio Missouri River Natural Resources District (PM-NRD) and in coordination with E&A.

## DOCUMENTS AND DATA RECEIVED

- Culvert Study for Applewood Creek dated October 31, 2022 – E&A
  - Includes Cimarron Terrace Apartments Drainage Study 2010
  - Includes Cimarron Terrace Phase 3 Drainage Report 2025
- Cimarron Woods Channel Improvements Plans – March of 2025 – E&A
- Portal Ridge Channel Improvements Plans - March of 2025 – E&A
- Cimarron Woods Channel Project Description Correspondence – E&A – Dustin Simmons
- Cimarron Woods HMS Model
- HEC-RAS Models (Lower and Upper Models)

Such studies, plans, correspondence and models shall be incorporated into this Agreement by reference.

**KEY UNDERSTANDINGS/ASSUMPTIONS**

- OWNER will provide available as-built information on existing assets as needed.
- ENGINEER shall bear no responsibility or liability for the accuracy, validity, or completeness of any models, calculations, analyses, or results prepared by others, and such items are reviewed solely for the limited purpose of this evaluation.
- H&H models will be provided by E&A. No alternative analyses or additional simulations will be conducted.

**SCOPE OF SERVICES****1 PROJECT MANAGEMENT****1.1 Project Administration**

ENGINEER will provide monthly progress reports and invoices in a format acceptable to the OWNER. It is assumed that three (3) invoices and progress reports will be provided.

**1.2 Progress/Coordination Meetings**

ENGINEER will facilitate meetings to provide updates on the project and coordinate with the project partners, which include discussing work completed and findings, data needs, action items, schedule, budget, or other topics as pertinent to the delivery of the project. ENGINEER will prepare the meeting agendas, prepare and distribute draft meeting summaries for review and comment by the attendees, and will prepare and distribute final meeting summaries incorporating responses to comments provided on the draft summaries. It is assumed that three (3) progress meetings will be conducted.

**Task 1 Deliverables**

- Monthly progress/coordination meeting agendas and summaries, invoices, and status reports

**2 H&H MODEL REVIEW**

This task includes H&H model review for Applewood Creek to ensure the model development followed OWNER standards, the Omaha Regional Stormwater Design Manual (ORSDM), current edition, and accurately represent the existing and proposed conditions.

**2.1 Hydrologic Model Review**

It is understood that three hydrologic models or sources have been developed/utilized to establish peak design flows for the Applewood Creek watershed. These include:

- Upper Model - Upstream of BNSF Railroad – HEC-HMS Model - 2010 Drainage Study
- Middle Model - From BNSF Railroad to approximately Floyd Street - HydraFlow Model
- Lower Model – Preliminary FEMA Flows

ENGINEER will review the Upper HEC-HMS and Middle HydraFlow hydrologic models. It is assumed the preliminary FEMA model and flows will not be reviewed. ENGINEER will review hydrologic model inputs to ensure runoff method parameters are consistent and accurate. Engineer will verify the peak design flows and ensure methodology for establishing design flows. Model review parameters will include but are not limited to the following:

- Sub-catchment areas
- Curve number's (CN)
- Time concentration (Tc)
- Hydrologic routing methods
- Rainfall data
- Flow change locations
- Peak flow verification

Hydrologic model review findings will be summarized in the H&H Model Review Memorandum included in Task 2.4.

## 2.2 Hydraulic Model Review

It is understood that two hydraulic models have been developed/utilized to evaluate hydraulic conditions along Applewood Creek. These include:

- Upper Model – HEC-RAS 2D Unsteady Model
  - Boundary is at limits of FEMA mapping, located at approximately Floyd Street
- Lower Model = HEC-RAS 1D Steady Model adopted from FEMA Preliminary mapping
  - Lower Model includes Duplicate, Corrected Effective, Pre-Project, and Post-Project plans

ENGINEER will review the Upper and Lower HEC-RAS models. ENGINEER will review hydraulic model inputs. Model review parameters will include but are not limited to the following:

- Simulation parameters
- Boundary conditions
- Cross section data
- 2D meshes
- Manning's n values
- Ineffective flow areas
- Boundary conditions
- Culvert/Roadway crossing data
- Model stability
- Verification that plans match models

Hydraulic model review findings will be summarized in the H&H Model Review Memorandum included in Task 2.4.

## 2.3 Hydraulic Results and Design Review

ENGINEER will review hydraulic characteristics at the culvert crossings located at BNSF railroad, Brentwood Drive, Giles Road, and Portal Road and along Applewood Creek to identify changes and summarize hydraulic conditions. This includes but is not limited to:

- Review of channel velocities and shear stresses
- Review culvert entrance and exit velocities
- Review of Water Surface Elevations (WSEs)
- Comparison of existing to proposed hydraulic conditions
- Ensuring culvert design criteria are met
  - A summary of hydraulic conditions at each culvert will be provided

Hydraulic results and design review findings will be summarized in the H&H Model Review Memorandum included in Task 2.4.

#### 2.4 Model Review Memorandum

ENGINEER will provide a summary of the Hydrologic and Hydraulic review findings and checklists in a H&H Model Review Memorandum. A DRAFT memorandum will be provided for OWNER review. OWNER comments will be provided, and ENGINEER will address comments and submit a FINAL H&H Model Review Memorandum.

### Task 2 Deliverables

- Draft and Final H&H model review memorandum

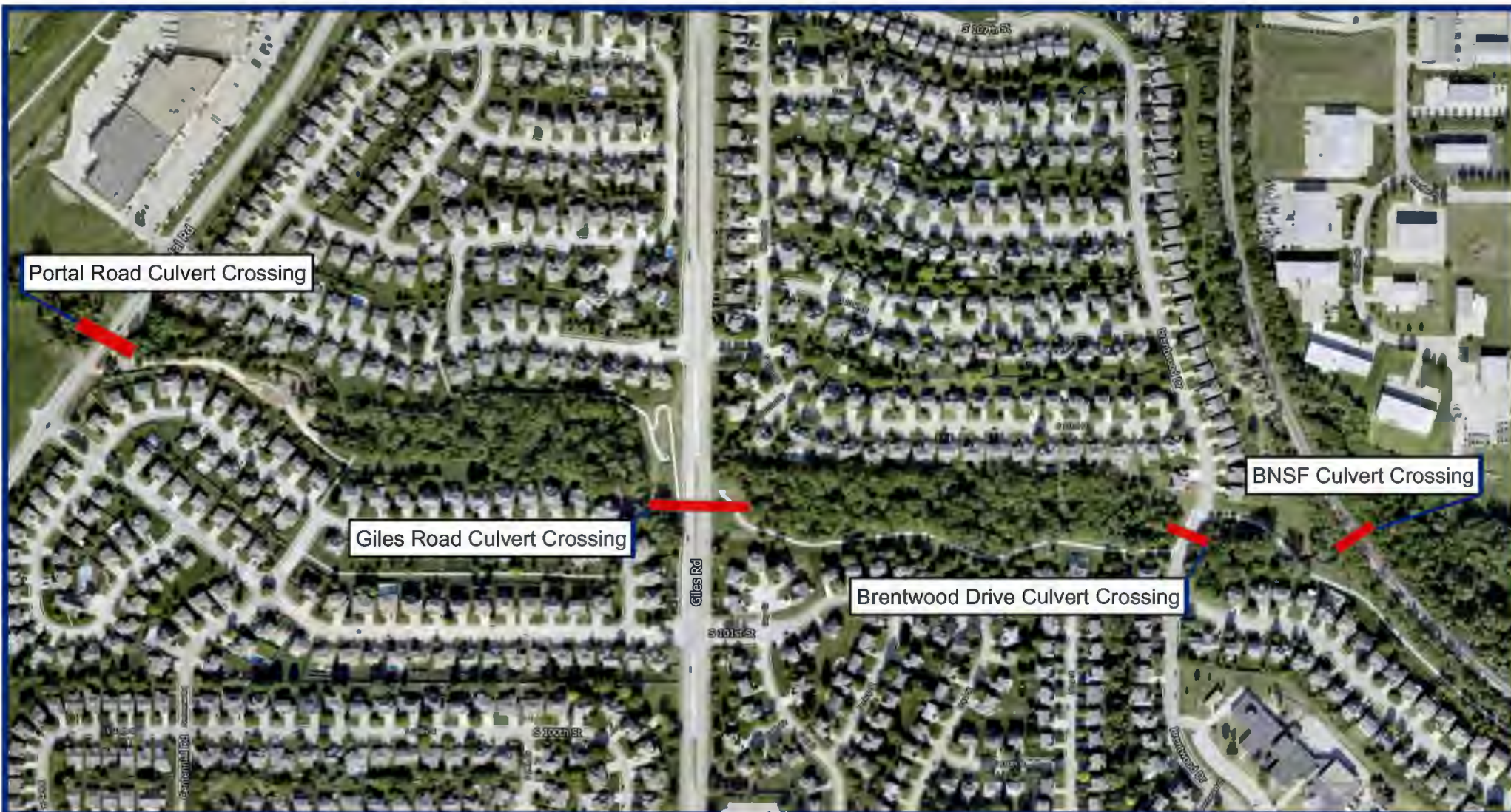
### ASSUMPTIONS

- OWNER will provide for relevant staff or other parties to participate in meetings.
- OWNER will provide requested information and data in a timely manner.
- OWNER will provide timely review and processing of monthly invoices.
- OWNER will provide timely review and comment on project deliverables.

### SCHEDULE

A detailed project schedule will be developed prior to the project kickoff meeting, which schedule shall be deemed incorporated in the Scope of Services and this Agreement by reference. It is assumed the PROJECT will be implemented within 120 days of Notice to Proceed. It is assumed a Notice to Proceed from the OWNER will occur in January of 2026.





■ Culverts



Applewood Creek H&H Review - FIGURE 1



## EXHIBIT B - BREAKDOWN OF COSTS



### CITY OF LA VISTA - APPLEWOOD CREEK INDEPENDENT MODEL REVIEW

		Project Manager	QA/AC Manager	Project Engineer		
2025 Hourly Billing Rate		\$ 215.00	\$ 195.00	\$ 195.00		
Task No.	Task Description				Total Hours per task	Total
<b>1</b>	<b>Project Management</b>	10	0	6	<b>16</b>	<b>\$ 3,320.00</b>
1.1	Project Administration	4			4	\$ 860.00
1.2	Progress/Coordination Meetings	6		6	12	\$ 2,460.00
<b>2</b>	<b>H&amp;H Model Review</b>	14	10	164	<b>188</b>	<b>\$ 36,940.00</b>
2.1	Hydrologic Model Review	2	2	60	64	\$ 12,520.00
2.2	Hydraulic Model Review	2	2	60	64	\$ 12,520.00
2.3	Hydraulic Results and Design Review	2	2	20	24	\$ 4,720.00
2.4	Model Review Memorandum	8	4	24	36	\$ 7,180.00
<b>Total Hours</b>		<b>24</b>	<b>10</b>	<b>170</b>	<b>204</b>	<b>\$ 40,260.00</b>



**1. SCOPE OF SERVICES:** Embris Group, LLC (Engineer) shall perform the services described in Exhibit A. Engineer shall invoice the Owner for these services at the fee stated in Article 3 of the Agreement.

**2. ADDITIONAL SERVICES:** Engineer can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates, provided such additional work, services, fees and rates shall be specified in an amendment of this Agreement executed by both parties.

**3. OWNER RESPONSIBILITIES:** The Owner shall provide all criteria and full information as to the Owner's requirements for the project; designate and identify in writing a person to act with authority on the Owner's behalf in respect to all aspects of the project; examine and respond promptly to Engineer's submissions; and give prompt written notice to Engineer whenever the Owner observes or otherwise becomes aware of any defect in work; provided, however, any amendment or termination of this Agreement shall require prior approval of governing body of Owner.

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

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

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of Engineer, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the Owner has requested changes in the scope, extent, or character of the project, the time of performance of Engineer's services shall be adjusted equitably. Provided, however, any such changes to periods of time, dates, rates or amounts of compensation pursuant to this paragraph shall be set forth in a written amendment to this Agreement executed by both parties.

**5. INVOICES:** Engineer shall submit invoices to the Owner monthly for services provided to date and a final bill upon completion of services. Undisputed amounts of any invoices are due and payable within 45 days of receipt. Undisputed amounts of invoices are considered past due after 45 days.

If the Owner fails to make any payment of any undisputed amounts due to Engineer for services satisfactorily performed within 45 days after receipt of Engineer's statement, Engineer may, after giving 30 days' written notice to the Owner, suspend services to the Owner under this

Agreement until Engineer has been paid in full all such amounts.

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

Engineer shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the Owner shall not be responsible for discovering deficiencies therein. Engineer shall correct such deficiencies without additional compensation except if the deficiencies are solely caused by deficiencies in Owner furnished information.

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

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

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

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

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

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

e. Any verification or adaptation of the documents by Engineer for extensions of the project or for any other project shall entitle Engineer to further compensation at rates to be agreed upon by the Owner and Engineer in a written amendment to this Agreement executed by both parties.

**9. SUBCONSULTANTS:** Engineer may employ consultants as Engineer deems necessary to assist in the performance of the services. Engineer shall not be required to employ any consultant unacceptable to Engineer. Engineer shall, at its sole discretion, include up to a 10% markup of subconsultant fees on invoices to Owner. Notwithstanding anything in this paragraph to the contrary, Engineer shall be responsible for full performance of this Agreement, and any proposed use of consultants by Engineer shall require written amendment executed by both parties.

**10. INSURANCE:** Engineer shall procure and maintain the following insurance during the performance of services under this Agreement:

- a. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- b. Auto Liability
  - i. Combined Single: \$1,000,000
- c. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- d. Professional Liability:
  - i. Each Occurrence: \$2,000,000
  - ii. General Aggregate: \$5,000,000
- e. All policies of property insurance shall contain provisions to the effect that Engineer and Engineer's consultants' interests are covered, shall include Owner and Owner's officials, officers, employees and agents, and each of them, as additional named insureds, shall be primary and shall provide that in the event of payment of any loss or damage the insurers shall have no rights of subrogation or recovery against any of the insureds or additional insureds thereunder.

**11. TERMINATION:** This Agreement may be terminated by either party upon 30 days prior written notice. In the event of termination, Engineer shall be compensated by Owner for all services satisfactorily performed up to and including the termination date.

**12. GOVERNING LAW:** This Agreement is to be governed by the law of the state of Nebraska. Any claim or dispute arising out of or resulting from this Agreement shall be filed and resolved in and by the District Court of Sarpy County, Nebraska. Each party agrees that it shall not directly or indirectly contest or challenge jurisdiction or venue of or in such Court.

**13. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The Owner and Engineer, and their respective partners, successors, heirs, executors, administrators, and assigns, and each of them, are hereby jointly and severally bound by this Agreement and all covenants, agreements and obligations of this Agreement.

- a. Neither the Owner nor Engineer may assign, sublet, or transfer this Agreement, or any rights under, interest (including, but without

limitation, monies that are due or may become due) in, or obligation under this Agreement without the prior written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

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

c. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of the Owner and Engineer and not for the benefit of any other party.

**14. PRECEDENCE:** The standards, terms, and conditions of this Agreement shall take precedence over any inconsistent or contradictory language contained in any prior proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Engineer's services.

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

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

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