



## LOWER PLATTE SOUTH natural resources district

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

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

### Memorandum

**Date:** November 14, 2022  
**To:** Urban Subcommittee  
**From:** Mark Lindemann, District Engineer  
**Subject:** Urban Subcommittee Meeting Minutes – November 2022

The Urban Subcommittee met on Monday, November 14, 2022, at the NRD Office, at 5:30 pm. Subcommittee members participating included Tom Green- committee chair, Gary Aldridge, Dave Landis, Lisa Lewis, Larry Ruth, and John Yoakum. Others participating included NRD staff Paul Zillig, David Potter, Al Langdale, Mike Murren, and Mark Lindemann. Ross Lawrence with JEO Consulting Group, Inc., Mike Boehm and Chad Wemhoff with Pine Lake HOA, and Gordon Coke with The Flatwater Group, were also in attendance. Director Green called the meeting to order at 5:30pm. There were six (6) items the Subcommittee took action on, and three reports. A quorum was present for the meeting.

**8a. Consideration of Bids for the Salt Creek Levee Pipe Removal Project on Innovation Campus (STA 289+30R) . [ACTION]** – Lindemann described the Salt Creek Levee Pipe Removal Project and the bid opening on November 3, 2022. Five bids received from contractors, with a low bid of \$67,520.00 from K2 Construction. Bids were reviewed by Ross Lawrence of JEO, with the bid recommendation letter informing that K2 Construction has performed similar work and meet the qualifications for the project. JEO has recommended the acceptance of the low bid of \$67,520.00 by K2 Construction

It was moved by Lewis, seconded by Yoakum, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the low bid of \$67,520.00 by K2 Construction, for the Salt Creek Levee Pipe Removal Project at Innovation Campus (STA 289+30R).

**8b Consideration of a Professional Services Agreement with JEO Consulting Group for the Salt Creek Levee Bank Repair & Toe Protection Project – Yolande Ave. (STA 299+00 -301+25 L&R). [ACTION]** – Lindemann discussed the proposed bank repair and toe protection project for the Salt Creek Levee near Yolande Avenue. The proposal from JEO, with a cost not to exceed \$72,735, will perform design work, develop plans, and bidding documents for the left and right bank of Salt Creek Levee that has undergone scour damage near the existing weirs. Rock toe protection will also be added to prevent future deterioration.

It was moved by Landis, seconded by Yoakum, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the Professional Services Agreement with JEO Consulting Group, in an amount not to exceed \$72,735 for engineering services on the Salt Creek Levee Bank Repair and Toe Protection Project at Yolande Avenue (STA 299+00 – 301+25 Left and Right Bank).

**8c. Consideration of a Professional Services Agreement with JEO Consulting Group for Drainage Pipe O&M Addendums for the Antelope Creek Flood Reduction Project. [ACTION]** –Langdale explained that there are six drainage pipes that were added after the completion of the Antelope Creek Flood Reduction Project. The USACE’s (U.S. Army Corps of Engineers) inspection has identified these pipes as undocumented encroachments with an Unacceptable, or “U” rating. JEO’s proposal, at a cost not to exceed \$15,920, will investigate and survey pipes that have no plans or information available, and submit design details and the available plans for the pipes as an addendum to the USACE’s Operation and Maintenance (O&M) Manual. This will remove the Unacceptable inspection rating by the USACE.

It was moved by Yoakum, seconded by Landis, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the Professional Services Agreement with JEO Consulting Group, in an amount not to exceed \$15,920 for engineering services for the Drainage Pipe O&M Addendums for the Antelope Creek Flood Damage Reduction Project.

**8d. Consideration of a Community Assistance Program Application with Foreman Ridge Home Owners Association for the Retention Pond Dam Rehabilitation Project. [ACTION]** – Murren explained that in June of 2020, the Foreman Ridge Homeowners Association (HOA) had previously been approved for a Community Assistance Program (CAP) cost-share request for design and plans development for the repair of the HOA’s the dam outlet structures for the two ponds that ultimately drain to Cardwell Branch. Ross Lawrence, the engineer of record for the project, provided background of the intent of the designed repairs. With design now complete and bids received, the Foreman Ridge HOA has requested a cost-share for the eligible construction costs for the outlet structure repairs. The total eligible costs for construction is \$97, 691.79, and the NRD’s cost-share of 50% would be \$48,845.90.

It was moved by Lewis, seconded by Yoakum, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the Community Assistance Program application request from Foreman Ridge HOA, for cost-share of the Retention Pond Dam Rehabilitation Project, at a cost-share amount of 50% of the total eligible cost of \$97,691.79, not to exceed \$48,845.90 in NRD funds, pending legal counsel review.

**8e. Consideration of a Community Assistance Program Application for Additional Assistance, from the Pine Lake Home Owners Association, for the Pine Lake Dam Outlet Structure Design. [ACTION]** – Murren described the previous cost-share request from Pine Lake HOA and approved by the NRD to perform emergency repairs in 2020. In June of 2022, a cost-share application was approved by the NRD for the Pine Lake HOA watershed analysis and dam outlet structure design. Gordon Coke, engineer from the Flatwater Group (TFG), mentioned that the dam is classified as high hazard and the Nebraska Department of Natural Resources (NeDNR) has noted some deficiencies of concern in previous inspections. Coke’s assessment of the outlet structure and has provided the HOA two options to repair the dam’s outlet structure. Option 1 would replace the outlet riser only and provide an additional dam design life of 30-40 years. Option 2 would provide the dam an additional 100 years of design life by replacing the entire outlet structure (60-inch riser pipe and 50-inch outlet pipe) and include installing seepage protection and armor protection at the plunge pool, which is considered standard in current dam design. The HOA has voted on Option 2, which will require an additional \$30,000 of engineering design by TFG. The Pine Lake HOA as requested the NRD to cost-share 50% of the additional cost of \$30,000, for an NRD total cost of \$15,000.

It was moved by Yoakum, seconded by Landis, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the Community Assistance Program application for additional assistance request from Pine Lake HOA, for cost-share for the design of Pine Lake Dam Outlet Structure Design, at a cost-share amount of 50% of the total cost of \$30,000, not to exceed \$15,000 of NRD funds, pending legal counsel review.

**8f. Consideration of Amendment #2 to the Dead Man’s Run Flood Reduction Project Agreement for the 38<sup>th</sup> Street Bridge with the University of Nebraska-Lincoln. [ACTION]** – Lindemann explained that the Agreement with the University of Nebraska-Lincoln (UNL) and the NRD is set to expire at the end of 2022. This agreement is for the Dead Man’s Run Flood Reduction Project work that will take place within the UNL East Campus property. Amendment #1 of the agreement was previously performed to update the estimated completion date of the 38<sup>th</sup> Street Bridge as well as the costs. At the time, it was thought the bridge would be completed by the end of 2022 and the cost was estimated at \$2.3 million, based on the best available information at the time. Amendment # 2, which was brought to the subcommittee, has updated the completion date to December 31, 2025, and the cost has been increased 20-percent to \$2.76 million.

It was moved by Landis, seconded by Ruth, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve Amendment #2 to the Dead Man’s Run Flood Reduction Project Agreement for the 38<sup>th</sup> Street Bridge with the University of Nebraska-Lincoln.

## Reports

### Dead Man’s Run Section 205 Flood Reduction Project

1. Lindemann described the Dead Man’s Run Section 205 Flood Reduction Project (FRP) progress. After last week’s bi-weekly meeting with the USACE, a new project schedule has been provided and 65% plans and updated project costs are expected from USACE the week of December 5<sup>th</sup>. After plans are received and reviewed, several meetings will take place to coordinate ROW acquisition and the design and construction of the local projects for 48<sup>th</sup> Street and 38<sup>th</sup> Street Bridges. Construction for the 48<sup>th</sup> Street Bridge is expected to start in spring of 2023 and final plans for the Dead Man’s Run FRP are expected the summer of 2023. Mike Boehm, Vice President of Agriculture and Natural Resources and Vice Chancellor for the Institute for Agriculture and Natural Resources at UNL, who was present for the CAP application request by Pine Lake HOA (item #8g), provided some insight on the University’s vision for the north entrance to the East Campus location after completion of the FRP as well as the benefits of removing University property and over 480 residences and businesses from the floodplain.

### Salt Creek Levee PL 84-99 Repair Project

2. Langdale briefed the subcommittee that the USACE has provided the NRD 90% plans and met with NRD staff on site in late October. This project will repair the left levee bank of Salt Creek near the UNL’s Soccer and Tennis complex and upstream of Cornhusker Highway. Slopes will be set back at a 2.5 to 1 (H:V) and more robust turf reinforcement mat will be utilized. Langdale has initiated contact with landowners for construction access easements for the project, as required by the local sponsor. Minor amounts of imported clay and topsoil is also the responsibility of the NRD. An interagency agreement will also be required between USACE and the NRD for the project.

### Flood and Water Quality Protection Manual

3. Lindemann explained that the City Watershed Division has been in the process of updating the City’s Drainage Criteria Manual, renamed the Flood and Water Quality Protection (F&WQP) Manual, since 2017. Through several meetings and workshops with stakeholders, and using information from the Salt Creek Floodplain Resiliency Study, the manual has made key changes to:
  - The use of current rainfall data (NOAA Atlas 14).
  - Minimum flood corridor requirements

- Detention cell design flexibilities
- New BMPs, and surety requirements with final plats
- Grades specified for curb and gutters to limit ponding water
- Erosion and Sediment Control Permits in line with new State requirements
- A temporary 2-foot freeboard requirement within the flood plain until completion of new floodplain maps for the City.
- A No-Net rise of no greater than 0.05-feet of the 100-year water surface elevation within Salt Creek floodplain.

The F&WQP Manual will be up for approval at the Planning Commission on November 16<sup>th</sup>, and at City Council, December 12<sup>th</sup>. The NRD will submit a letter of recommendation for the changes made to the F&WQP Manual and will be present for testimony at the Planning and City Council meetings. Directors discussed the importance of the new changes.

Meeting adjourned at 6:24 pm.

cc: Deb Eagan  
Steve Seglin  
Corey Wasserburger





November 8, 2022

Lower Platte South NRD  
Attn: Paul Zillig  
3125 Portia St  
Lincoln, NE 68521

Re: ***Bid Recommendation***  
***Salt Creek STA. 289+30R Pipe Removal***  
***JEO Project No. 221467.00***

Dear Mr. Zillig and Board Members:

On November 3, 2022, JEO Consulting Group, representing the NRD, received five (5) bids for the Salt Creek STA. 289+30R Pipe Removal project. Enclosed is a copy of the Bid Tabulation sheet that lists all bidders and their submitted prices.

The low bidder, K2 Construction, from Lincoln, NE submitted a total **Base Bid** of **\$67,520.00**. They shall commence work after notice to proceed and will be completed by April 1, 2023. K2 Construction is qualified and capable of completing the work included in this project.

The **Base Bid** price is below the Engineer's Opinion of Cost but within reason for this project. JEO recommends that the NRD award the project to K2 Construction at the **Base Bid** price of **\$67,520.00**.

If you have any questions about the enclosed, please contact me at your convenience.

Sincerely,

A handwritten signature in blue ink that reads "Ross E. Lawrence".

Ross E. Lawrence, PE, CFM  
Project Manager

Enclosure

- Bid Tabulation



## Bid Tab

**PROJECT** | Salt Creek STA. 289+30R Pipe Removal

**JEO PROJECT NO.** | 221467.00

**LOCATION** | Lincoln, Nebraska

**LETTING** | Novemer 3, 2022 @ 3:00 PM

<b>Bidder</b>	<b>Total Base Bid</b>
K2 Construction Lincoln, NE	\$67,520.00
PSC Construction - NE Blair, NE	\$73,859.00
H.R. Brookstrom Construction, Inc Lincoln, NE	\$86,885.00
Gana Trucking & Excavating Martell, NE	\$91,147.52
Nebraska Digging Services Alvo, NE	\$99,939.50

*\*Number in italics indicate an irregularity in the contractor's bid form*



## Tab Sheet

**PROJECT** | Salt Creek STA. 289+30R Pipe Removal

**JEO PROJECT NO.** | 221467.00

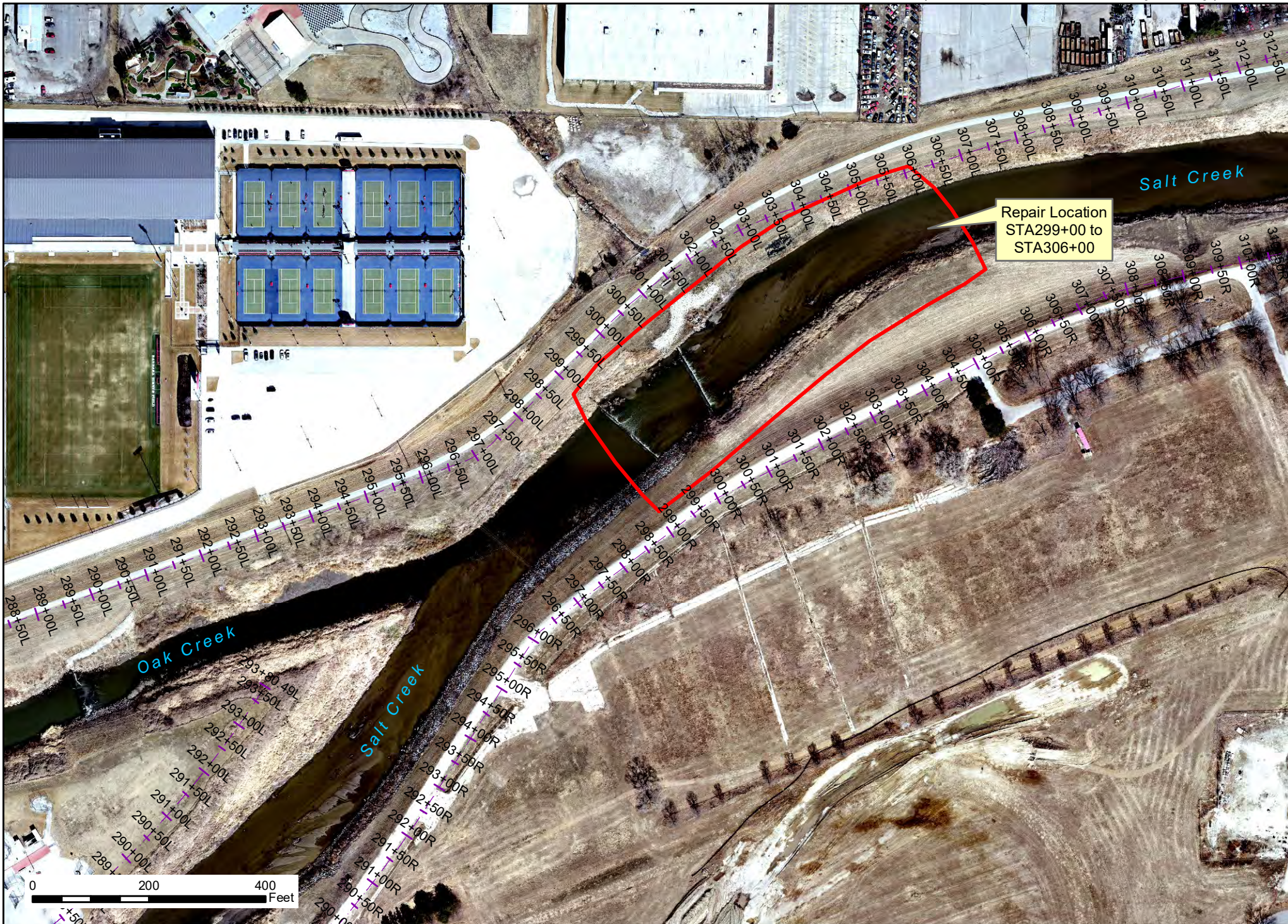
**LOCATION** | Lincoln, Nebraska

				K2 Construction			PSC Construction			H.R. Brookstrom Construction Inc.			Gana Trucking & Excavating Inc			Nebraska Digging Services, LLC	
<b>BASE BID</b>																	
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$6,000.00		\$5,000.00		\$12,000.00		\$1,500.00		\$8,500.00				
2	Bonding and Insurance	1	LS		\$760.00		\$8,500.00		\$5,000.00		\$1,140.00		\$4,000.00				
3	Clearing and Grubbing	1	LS		\$8,000.00		\$4,000.00		\$5,000.00		\$3,492.00		\$3,500.00				
4	Site Grading	1	LS		\$6,850.00		\$6,000.00		\$10,000.00		\$6,844.43		\$6,500.00				
5	Trench Backfill, Imported	150	CY	\$51.00	\$7,650.00	\$25.06	\$3,759.00	\$50.00	\$7,500.00	\$25.52	\$3,828.00	\$25.00	\$3,750.00				
6	Remove Communication Tower Concrete Foundation	1	LS		\$1,130.00		\$5,500.00		\$10,000.00		\$4,905.00		\$3,500.00				
7	Remove Pedestal	1	EA	\$750.00	\$750.00	\$1,500.00	\$1,500.00	\$1,050.00	\$1,050.00	\$235.00	\$235.00	\$500.00	\$500.00				
8	Remove Pavement	7,520	SF	\$0.75	\$5,640.00	\$3.00	\$22,560.00	\$1.00	\$7,520.00	\$0.73	\$5,489.60	\$1.00	\$7,520.00				
9	Remove RCP Storm Sewer Pipe	168	LF	\$95.00	\$15,960.00	\$25.00	\$4,200.00	\$100.00	\$16,800.00	\$221.56	\$37,222.08	\$289.00	\$48,552.00				
10	Remove Water Valve and Box	1	EA	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$595.00	\$595.00	\$500.00	\$500.00				
11	Remove Water Main	190	LF	\$23.00	\$4,370.00	\$12.00	\$2,280.00	\$30.00	\$5,700.00	\$48.19	\$9,156.10	\$25.00	\$4,750.00				
12	Install Concrete Plug, Abandoned Water Main	2	EA	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$750.00	\$1,500.00				
13	Install Concrete Plug, Abandoned Storm Sewer	1	EA	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,030.00	\$1,030.00	\$2,500.00	\$2,500.00				
14	Crushed Rock Surface Course	23	TONS	\$80.00	\$1,840.00	\$45.00	\$1,035.00	\$80.00	\$1,840.00	\$75.55	\$1,737.65	\$65.00	\$1,495.00				
15	Seeding, Type A	0.06	AC	\$20,000.00	\$1,200.00	\$10,000.00	\$600.00	\$5,000.00	\$300.00	\$27,128.00	\$1,627.68	\$10,000.00	\$600.00				
16	Seeding, Type B	0.37	AC	\$5,000.00	\$1,850.00	\$8,500.00	\$3,145.00	\$5,000.00	\$1,850.00	\$26,879.00	\$9,945.23	\$5,000.00	\$1,850.00				
17	Straw Wattle	65	LF	\$8.00	\$520.00	\$12.00	\$780.00	\$5.00	\$325.00	\$6.15	\$399.75	\$6.50	\$422.50				
<b>TOTAL BASE BID</b>					<b>\$67,520.00</b>		<b>\$73,859.00</b>		<b>\$86,885.00</b>		<b>\$91,147.52</b>		<b>\$99,939.50</b>				

*\*Number in italics indicate an irregularity in the contractor's bid form*



# Salt Creek Levee Bank Repair + Toe Stabilization from Station 299+00 to 306+00 L&R (East of Antelope Valley Pkwy)





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

THIS IS AN AGREEMENT effective as of November 16, 2022 ("Effective Date") between Lower Platte South Natural Resources District ("Owner") and JEO Consulting Group, Inc. ("Engineer").

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

Salt Creek 299-301+25 Streambank Stabilization ("Project").

JEO Project Number: 221639.00

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

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

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

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

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The hourly not-to-exceed fee for the Project is: \$72,735
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

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**4.01 Exhibits**

Exhibit A – Scope of Services  
Exhibit B – General Conditions

**4.02 Total Agreement**

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

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

Owner: Lower Platte South NRD

Engineer: JEO Consulting Group, Inc.

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

By: Ross Lawrence

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

Title: Project Manager

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

Date Signed: 11-08-2022

Address for giving notices:

Address for giving notices:

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JEO Consulting Group, Inc.

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1937 N Chestnut Street

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Wahoo, NE 68066

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**Scope of Services**  
**Lower Platte South NRD – Salt Creek 299-301+25 Streambank Stabilization**  
**JEO Project No. 221639.00**

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**Project Purpose:**

JEO proposes to provide engineering services to assist the Lower Platte South NRD (Owner) with survey, design, permitting, and bidding assistance for streambank repairs and stabilization along Salt Creek in Lincoln, NE. The project limits include the left (north) bank from approximate station 299+00 to 300+50 and the right (south) bank from approximate station 299+80 to 301+25. See attached project area and project limits maps.

This reach of Salt Creek has levees on both banks and the proposed improvements will require review and approval by the U.S. Army Corps of Engineers. Design drawings and specifications will be sealed and signed by a professional engineer and associated permit applications will be prepared. Construction services are not included in this Scope of Services and can be added as needed at a later date.

**Scope of Services:**

JEO proposes to provide the following Scope of Services

**1 – Project Management**

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

**Meetings:**

- None

**Task Deliverables:**

- Project schedule
- Project invoices and progress reports

**Key Understandings/Assumptions:**

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

**2 – Survey**

- Perform topographic survey of the project limits to collect elevation and location of the landscape, channel bottom (where feasible), and drainage feature data necessary to design the improvements

## Exhibit A

- Request a utility locate and survey underground utilities that are marked in the field by others
- Incorporate available City of Lincoln/Lancaster County GIS parcel lines, to be used as approximate property limits. Property boundary survey is understood to be unnecessary.

### Meetings:

- None

### Task Deliverables:

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

### Key Understandings/Assumptions:

- Easement research and property corner field searches and survey is not included
- Negotiations and agreement with UNL for completion of the project is the responsibility of the Owner.

## **3 – Permitting**

### **3.1 – Floodplain**

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

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

- Perform wetland delineation at the select location in accordance with the 1987 USACE Wetlands Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0).
- Compile and analyze field data and prepare a wetland delineation report that includes:
  - o Site Map
  - o Summary of desktop review
  - o Identification and mapping boundaries for all recorded Waters of the U.S. (WOUS) and wetlands

## Exhibit A

- Calculation of acreage of, and impacts to, WOUS, including wetlands (to the nearest 0.01 acre)
  - Photographs of each sample point and all WOUS, including wetlands
  - USACE Wetland Determination Data Forms
- Prepare and submit preliminary coordination letters to the U.S. Fish and Wildlife Service (USFWS), Nebraska Game and Parks Commission (NGPC), and History Nebraska that summarize the results of the wetland delineation and request effect determinations and project guidance, as appropriate.
- Prepare and submit a pre-construction notification (i.e., permit application) package to the USACE to obtain a Section 404 authorization via Nationwide Permit (NWP).
- Although it is anticipated that permanent, unavoidable impacts to wetlands will be less than 0.1 acre, thus avoiding the requirement for compensatory mitigation, this may change based on the results of the wetland delineations, project design, or USACE determination.
- It is anticipated that permanent, unavoidable impacts to the stream bed will exceed 0.03 acre, thus potentially requiring compensatory mitigation. The current (2021) Nationwide Permit General Conditions allow for the USACE District Engineer to provide a waiver of this requirement, when appropriate.
- During the wetland delineation, JEO will perform a stream assessment and subsequent calculations in accordance with the Nebraska Stream Condition Assessment Procedure (NeSCAP). The permit application will include a request for a waiver (with explanation). If USACE does not grant a waiver or requires additional information not included in this scope of services, JEO will work with the Owner to determine an appropriate amendment.

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

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

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

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

#### **Meetings:**

- None

**Task Deliverables:**

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

**Key Understandings/Assumptions:**

- Owner will be responsible for all permit fees
- It will not be necessary to conduct interior drainage flow calculations, capacity analysis, and delineate ponding areas
- It will not be necessary to coordinate with City of Lincoln Right-of-Way
- It is assumed a Nationwide Permit (NWP 13 or 31) will be obtained requiring no mitigation. Other 404 permit types or mitigation would require an amendment for additional services.
- NEPA requirements will be satisfied through the Categorically Permitted Alterations to Existing U.S. Army Corps of Engineers Civil Works Projects

**4 – Design**

**4.1 – 60% Design**

- Prepare engineering design drawings. Drawings are anticipated to include:
  - o Project vicinity maps
  - o Survey control
  - o Existing site plans with topographic survey information
  - o Approximate property lines (from City GIS database)
  - o Proposed site and grading plan
  - o Details and typical sections
- Design elements are anticipated to include:
  - o Grading/earthwork
  - o Riprap placement
  - o Slope stabilization features
  - o Seeding and erosion control
- Develop 60% design drawings and opinion of cost
  - o Submit 60% design documents to Owner for review and meet with Owner’s representative at the project site to review 60% draft design documents

**4.2 – 90% Design**

- Incorporate 60% review comments and internal QA/QC into development of 90% design drawings
- Develop 90% design drawings, specifications complete with bidding and contract documents and opinion of cost
  - o Submit 90% design documents to Owner for review

#### **4.3 – Final Design**

- Incorporate 90% review comments and internal QA/QC into development of final documents (drawings, specifications, opinion of cost, and contract documents) signed and sealed by a professional engineer registered in the State of Nebraska

##### **Meetings:**

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

##### **Task Deliverables:**

- Draft (60%) design drawings and cost opinion
- Draft (90%) design drawings, specifications, and cost opinion
- Final design drawings, specifications, and cost opinion

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

- The existing structures crossing the channel (low head dam/weir/utilities) will not be evaluated or modified as part of the proposed project. Structures will be used in place.
- Design, specifications, and bid documents will be for one bid package

#### **5 – Bidding and Advertising**

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

##### **Meetings:**

- Bid letting

##### **Task Deliverables:**

- Bid documents
- Bid recommendation

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

- There will be one bid letting



**Project Fee**

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

Task 1 – Project Management.....	\$6,495
Task 2 – Survey.....	\$5,610
Task 3 – Permitting.....	\$19,800
Task 4 – Design.....	\$37,030
Task 5 – Bidding and Advertising.....	\$3,800

**Project Total     \$72,735**

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

**Project Schedule**

The proposed project is expected to take approximately eight (8) months upon receipt of Notice to Proceed. Project duration in excess of 8 months (beyond control of JEO) may require an amendment to the Scope of Services.

# Project Area

Salt Creek 299-301+25 Streambank Stabilization

Tack Room

PROJECT AREA

Barbara Hibner Soccer Stadium

N 14th St

Dawes Ave

Wolfgang Auto Painting

Salt Creek

Virginia St

Hinkle's Wild Rides

N Antelope Valley Pkwy

University Fleet Management

Antelope Creek

Ice Box

17th St

Nebraska Innovation Campus (NIC)

Nebraska Innovation Studio

Transformation Dr

Virtual Incision Corporation

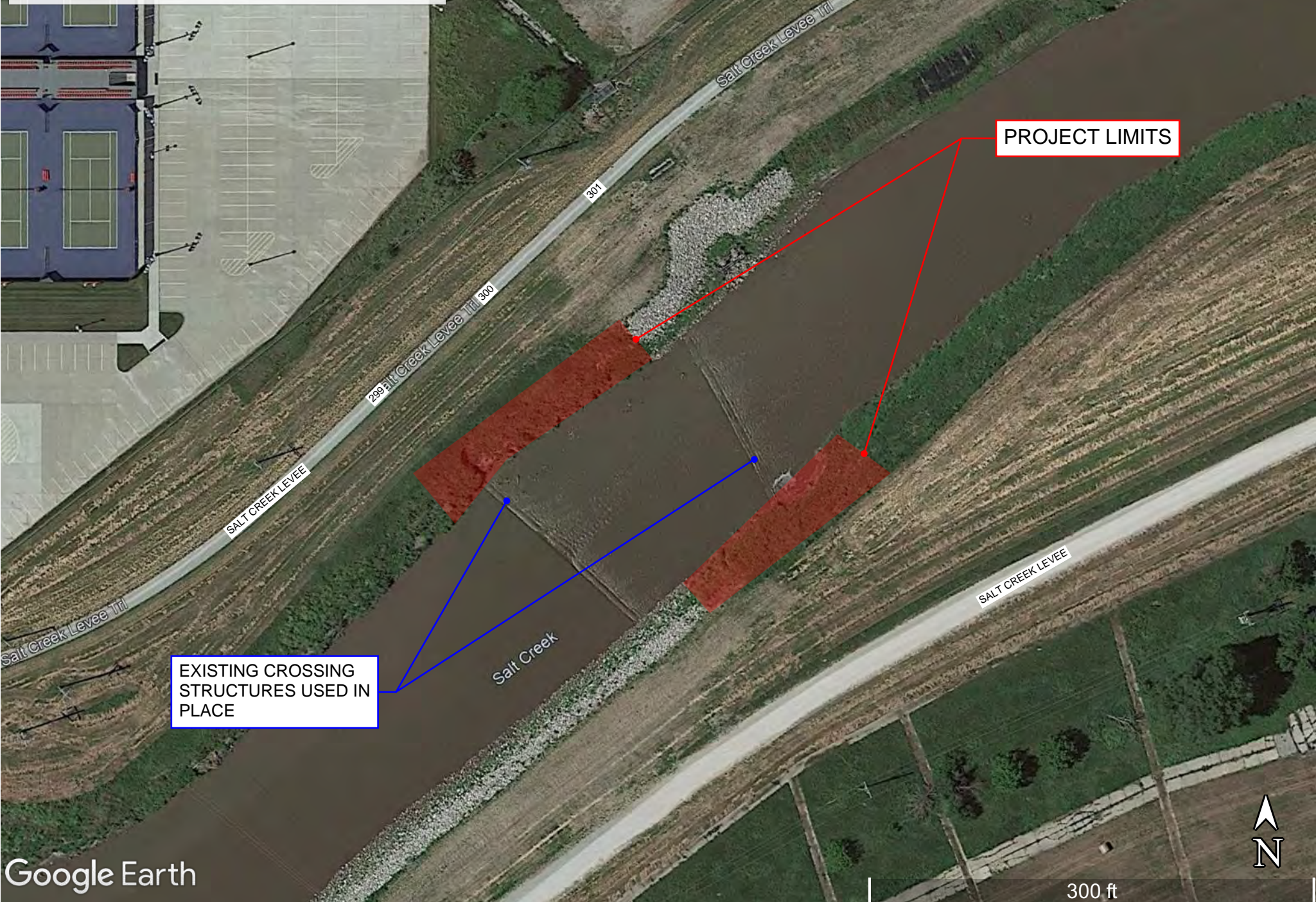
N 19th St

1000 ft



# Project Limits

Salt Creek 299-301+25 Streambank Stabilization



EXISTING CROSSING STRUCTURES USED IN PLACE

PROJECT LIMITS



## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

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

**11. INSURANCE:** JEO shall procure and maintain insurance coverage for Project No. 221639.00 as described in the "CERTIFICATE OF LIABILITY INSURANCE" for JEO Consulting Group, Inc. as INSURED, INSPRO Insurance as PRODUCER, and Lower Platte South Natural Resources District as CERTIFICATE HOLDER (the "Certificate"). The Certificate is attached hereto and incorporated herein by this reference. The required insurance will be endorsed to contain a waiver of subrogation in favor of Lower Platte South Natural Resources District.

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

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

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

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any

written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

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

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

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

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

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

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





Antelope Creek Flood Protection Project (CORPS Project ROW Area)



NRD Additional Structure





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

THIS IS AN AGREEMENT effective as of November 16, 2022 ("Effective Date") between Lower Platte South Natural Resources District ("Owner") and JEO Consulting Group, Inc. ("Engineer").

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

Antelope Creek Pipes O&M Addendum ("Project").

JEO Project Number: 221640.00

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

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

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

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

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The hourly not-to-exceed fee for the Project is: \$15,920
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.



**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

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**4.01 Exhibits**

Exhibit A – Scope of Services  
Exhibit B – General Conditions

**4.02 Total Agreement**

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

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

Owner: Lower Platte South NRD

Engineer: JEO Consulting Group, Inc.

\_\_\_\_\_

  
\_\_\_\_\_

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

By: Ross Lawrence

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

Title: Project Manager

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

Date Signed: 11-08-2022

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

JEO Consulting Group, Inc.

\_\_\_\_\_

1937 N Chestnut Street

\_\_\_\_\_

Wahoo, NE 68066

\_\_\_\_\_

\_\_\_\_\_

**Scope of Services**  
**Antelope Creek Pipes O&M Addendum**  
**JEO Project No. 221640.00**

---

**Project Purpose:**

The Lower Platte South Natural Resources District (Owner) along with the City of Lincoln (City) is the local sponsor of the Antelope Creek Flood Protection Project in Lincoln, NE, originally constructed by the U.S. Army Corps of Engineers (USACE). The project sponsors are responsible for operation, maintenance, repair, replacement, and rehabilitation (OMRR&R) for the project. The NRD intends to update the existing Operation and Maintenance (O&M) Manual to reflect changes to the project; specifically, the addition of, or modifications to, six stormwater drainage structures. The drainage structures are noted in the latest (2021) USACE inspection report as ‘encroachments’ that either need to be removed from the project or formally added to the O&M Manual. The structures provide a function that needs to remain, therefore JEO proposes to provide services to assist the NRD with development and submission of an O&M Manual addendum to the USACE. See attached map showing the structure locations.

**Scope of Work:**

The proposed scope of work includes development of an O&M Manual Addendum to document current conditions at the areas of interest.

**1 – Survey**

- Perform topographic survey of the project limits to collect elevation and location of the landscape and drainage feature data necessary to develop existing site plans.

**Meetings:**

- None

**Task Deliverables:**

- Topographic survey data to be included on existing site drawings

**Key Understandings/Assumptions:**

- Easement research and property corner field searches and survey is not included
- Survey is limited to the features in/near the Antelope Creek channel and does not include the upstream storm sewer network

**2 – O&M Manual Addendum**

- Develop an O&M Manual Addendum that includes:

Exhibit A

- o Text that explains the added/modified features
- o Pages from the existing O&M Manual as-built drawings with notations identifying the new features
- o Pages from the existing O&M Manual text with notations identifying the additional OMRR&R for the project
- o As-built drawings for the added/modified features, if readily available, or existing site drawings developed from survey of the added/modified features
- Submit O&M Addendum to USACE to formally update the O&M Manual.

**Meetings:**

- None

**Task Deliverables:**

- O&M Manual Addendum

**Key Understandings/Assumptions:**

- The O&M Manual Addendum will be one submittal, including all identified features packaged together
- The NRD and JEO have yet to receive any concurrence or feedback on previous O&M Addendum submittals. Time associated with addressing comments or coordination with the USACE is assumed to occur in a later phase, if necessary.

**Project Fee:**


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

<b>1 – Survey</b> .....	\$3,585
<b>2 – O&amp;M Manual Addendum</b> .....	\$12,335
<b><u>Project Total</u></b>	<b><u>\$15,920</u></b>

**Project Schedule:**

The project will be complete and O&M Manual Addendum submitted to the USACE prior to April 1, 2023.



Legend  
 Storm Drainage Pipe

11+70L

11+75L

13+60R

14+83R

33+45R

42+60R

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Created By: REL  
 Date: 11/08/2022  
 Revised:  
 Software: ArcGIS 10.8.1  
 File: 221640.00\_Fig1.mxd

# Antelope Creek Pipes O&M Addendum

Lincoln, NE



## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

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## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

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

**11. INSURANCE:** JEO shall procure and maintain insurance coverage for Project No. 221640.00 as described in the "CERTIFICATE OF LIABILITY INSURANCE" for JEO Consulting Group, Inc. as INSURED, INSPRO Insurance as PRODUCER, and Lower Platte South Natural Resources District as CERTIFICATE HOLDER (the "Certificate"). The Certificate is attached hereto and incorporated herein by this reference. The required insurance will be endorsed to contain a waiver of subrogation in favor of Lower Platte South Natural Resources District.

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

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a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any

written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

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

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

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

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







Foreman Ridge Homeowners Association  
Jacob Whitefoot  
1401 W Foreman Dr.  
Lincoln, NE 68523

October 13<sup>th</sup>, 2022

Lower Platte South NRD  
Attn: Mike Murren  
Stormwater/Watershed Specialist

RE: Community Assistance Program – Construction Phase

Dear Mike,

Having completed the design phase with CAP funding, the Foreman HOA is requesting assistance for the construction phase of our project. The construction phase is broken into 2 phases, but we the HOA is only requesting assistance for phase 1 as that is critical to the health and preservation of the ponds. Construction will follow the plan design to repair our failing outlet structures, protect the dam between the ponds with armoring and lastly fixing erosion at the shoreline. **Total request for cost-sharing for the construction phase is 50% of the total bid \$97,691.79 or \$48,845.90 total assistance.**

For full scope of work and estimate is included for your review.

The two ponds needing repair are shown in the attached aerial with descriptions of scope of repairs and improvements. The North pond is approximately 2 acres and the South pond approximately 1.7 acres. To the South there are 2 other ponds not in our HOA that drain into our 2 ponds. Further upstream from those 2 upper ponds is agricultural field with row crop. To the west we have another HOA pond that catches storm water from the West. Down-stream from our 2 ponds the stormwater drains into the Cardwell Branch.

The immediate concern for repair and improvement are the 2 concrete primary spillways on each pond. For over 5 years we have noticed that the spillways have began allowing water to pass below the concrete spillways and wash-out the subgrade soils. We have had a local concrete/grout injection company inject grout thru the concrete spillways to prevent the migration of water below them. It is somewhat successful in at least slowing the leaks but fails as well. See pic of grout in the cattails. The grout is not cohesive enough to keep from washing. You can also see pictures attached of each of the spillways showing the cracks and breaks in the concrete structures. At this point it is not if but when we have complete failure and lose one of both ponds.

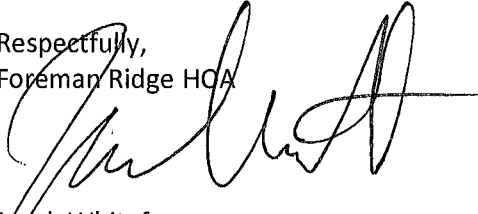
As previously mentioned, we are also concerned with the pond bank erosion. This causes concern for added sediment to the ponds, ability to maintain the ponds, safety for people standing on the banks, etc. During initial conversations with JEO we may incorporate a variety of designs depending on location and accessibility. We have elected, based on cost and effectiveness, to reduce slope around the ponds and add rip rap armoring along dam between the ponds where grading is restricted.

Foreman Ridge HOA is committed to on-going maintenance and pond improvements and carry annual budget allocations for the ponds. Just over the past 3 years we have dredged sediment out of another

HOA pond, installed gabion armor protection, installed bubblers, aquatic plant treatments, rodent protection at dams, and some bentonite sealing. These ponds have a great aesthetic benefits, recreation and stormwater improvements for the area residents and local watershed.

Depending on availability of CAP funds and timing we would like to start the project in 2022 and finish in early 2023. I appreciate your consideration. Please contact me with any questions, concerns or if more information is needed.

Respectfully,  
Foreman Ridge HOA

A handwritten signature in black ink, appearing to read 'Jacob Whitefoot', written over the typed name.

Jacob Whitefoot  
Vice-President

Enclosures: 20

CC: Doug Rienks, Kris Rodysill



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

**Date:** 10/13/2022  
**Bid to:** Foreman Ridge HOA  
**Attn:** Foreman Ridge HOA Board  
**Email:**  
**Project:** Pond Rehabilitation CAP Separation of Maintenance  
**Scope:** Sitework

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

<u>Item No.</u>	<u>Desc.</u>	<u>QTY</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Price</u>
1	Mobilization -Includes surveying, mobilization and clean-up	1	LS	\$ 6,500.00	\$6,500.00
2	Excavation -My take-off shows almost 700 CY	75	CY	\$ 66.81	\$5,010.75
3	Embankment	20	CY	\$ -	\$0.00
4	Remove and Reset Sign	1	EA	\$ 500.00	\$500.00
5	Outlet Structure Grouted Rip Rap -Going with reinforced concrete to tie back piling.	95	TN	NA	NA
6	Steel Sheet Piling -Installing Vinyl at outlets not steel. Approved by JEO Steve Arens	1760	SF	NA	NA
7	Vinyl Sheet Piling	1760	SF	\$ 16.20	\$28,512.00
8	Shoreline Armoring Flexamat	6160	SF	NA	NA
9	Seeding & Mulching -Includes 1950 SY of S-32 straw matting, hydro mulching and finish grading.	1.4	Acre	\$ 16,741.00	\$23,437.40
10	Outlet Structure Reinforced Concrete	375	SF	\$ 46.93	\$17,598.75
11	Shoreline Armoring Phase 1 Rip Rap -Plan page C4.1 calls for 462 ton in phase 1.	309	Ton	\$ 52.21	\$16,132.89
12	Shoreline Armoring Phase 2 Rip Rap	598	Ton	NA	NA

<b>Total CAP Request:</b>	<b>\$97,691.79</b>
---------------------------	--------------------

**Solely By Owner - Maintenance Items**

2	Excavation	170	CY	\$ 66.81	\$11,357.70
9	Seeding & Mulching	0.65	Acre	\$ 16,741.00	\$10,881.65
11	Shoreline Armoring Phase 1 Rip Rap	153	Ton	\$ 52.21	\$7,988.13

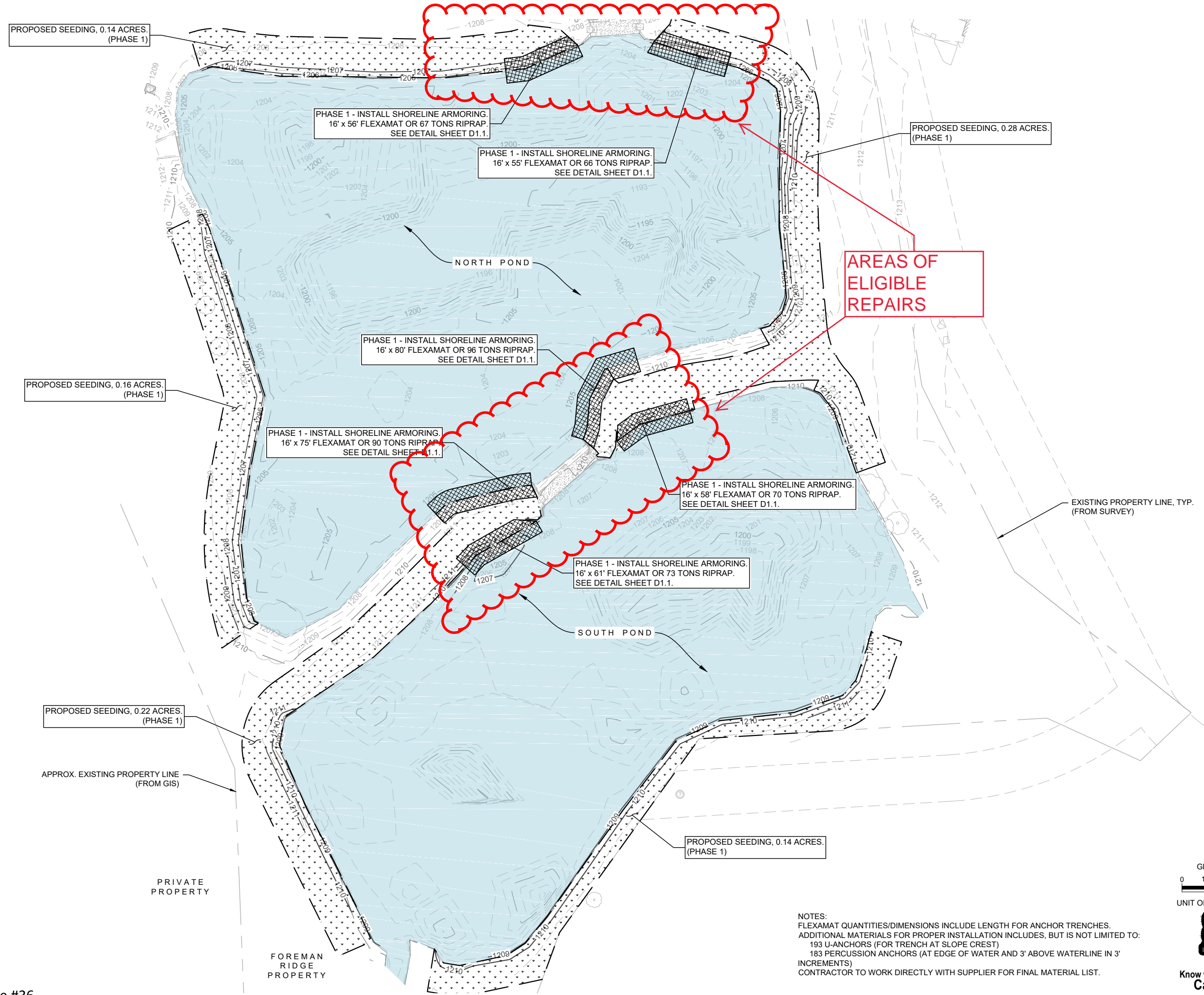
<b>No CAP:</b>	<b>\$30,227.48</b>
----------------	--------------------

Respectfully,  
 Gana Trucking and Excavating, Inc.

Jake Whitefoot

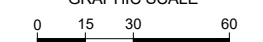
**Accepted By:**

\_\_\_\_\_  
 Name




NOTES:  
FLEXAMAT QUANTITIES/DIMENSIONS INCLUDE LENGTH FOR ANCHOR TRENCHES.  
ADDITIONAL MATERIALS FOR PROPER INSTALLATION INCLUDES, BUT IS NOT LIMITED TO:  
193 U-ANCHORS (FOR TRENCH AT SLOPE CREST)  
183 PERCUSSION ANCHORS (AT EDGE OF WATER AND 3' ABOVE WATERLINE IN 3' INCREMENTS)  
CONTRACTOR TO WORK DIRECTLY WITH SUPPLIER FOR FINAL MATERIAL LIST.

GRAPHIC SCALE



UNIT OF MEASURE IS FEET



Know what's below.  
Call before you dig.

# POND REHABILITATION FOR FOREMAN RIDGE HOMEOWNERS ASSOCIATION

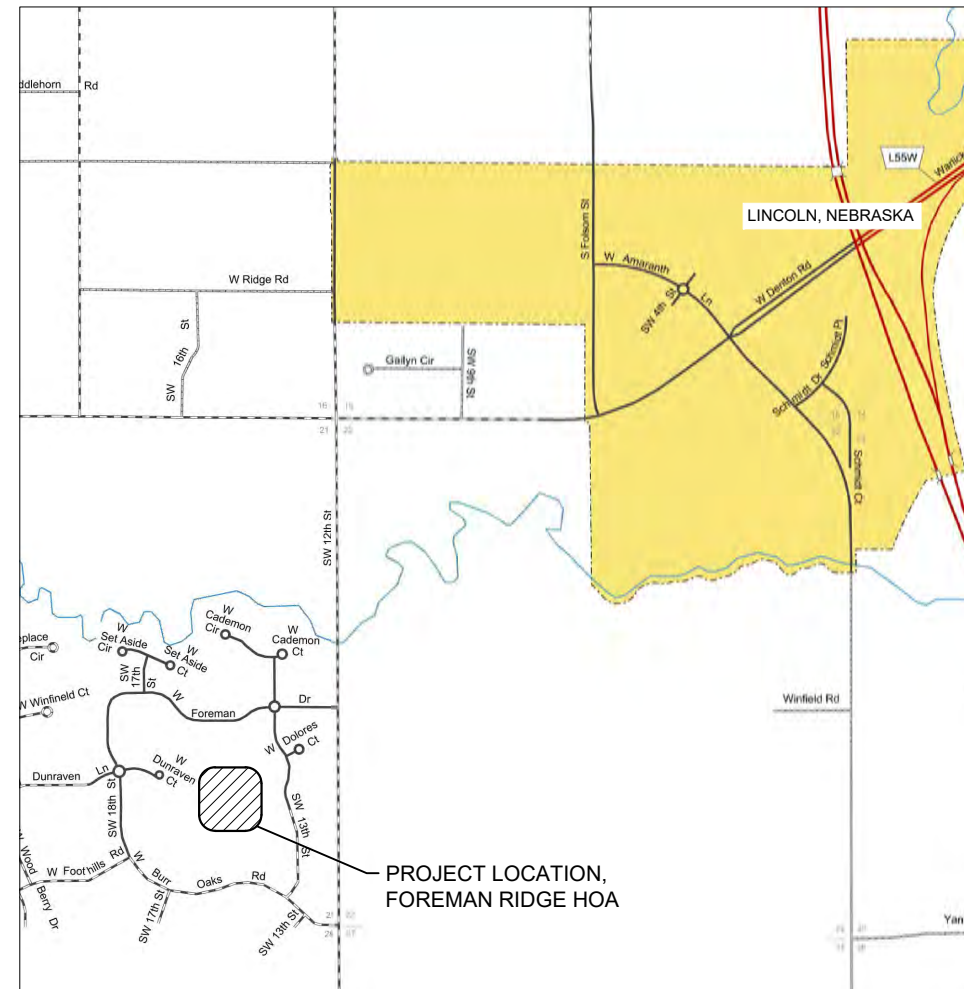
POND REHABILITATION  
FOR  
FOREMAN RIDGE HOMEOWNERS ASSOCIATION

COVER SHEET



PROJECT NO.	201073.00
DATE	7/23/2021
DRAWN BY	T.R.W.
FILE NAME	S-201073.00-Sheets.dwg
FIELD BOOK	CITY OF LINCOLN #17
FIELD CREW	E.F./B.K.
SURVEY FILE NO.	SV-201073
PLAN IN HAND	R.E.L.
INITIALS	06/25/2020
DATE	
70 PERCENT REVIEW	S.W.A.
INITIALS	05/24/2021
DATE	
95 PERCENT REVIEW	J.J.S.
INITIALS	07/06/2021
DATE	
REVISIONS	

C0.1



**LOCATION MAP**  
SCALE: 1" = 500'



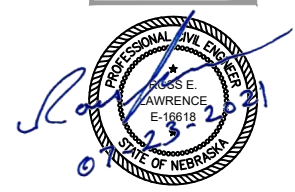
**NOTE:**  
NEITHER THE OWNER (CLIENT) NOR JEO CONSULTING GROUP, INC. ASSUMES ANY RESPONSIBILITY FOR UTILITY LOCATIONS BEING ACCURATELY SHOWN OR NOT SHOWN ON THE PLANS. A REQUEST FOR UTILITY LOCATES WAS MADE FOR THIS LOCATION AS PER THE ONE-CALL NOTIFICATION SYSTEM ACT.  
(DATE: 07/26/2020 TICKET NO.: 202080135)

THE EXACT LOCATION AND/OR SIZE OF UNDERGROUND FEATURES MAY NOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. FIELD VERIFICATION OF UTILITIES MAY BE REQUIRED. CONTRACTOR(S) SHALL NOTIFY THE RESPECTIVE UTILITY COMPANIES BEFORE COMMENCING ANY WORK.

**INDEX OF SHEETS:**

SHEET NO:	SHEET NAME:
C0.1	COVER SHEET
C0.2	SYMBOLS SHEET
C0.3	GENERAL NOTES AND QUANTITIES
C1.1	OVERALL EXISTING SITE & CONTROL PLAN
C2.1	NORTH POND - PROPOSED SITE & GRADING PLAN
C2.2	NORTH POND - OUTLET STRUCTURE SITE PLAN
C2.3	NORTH POND - WATERFALL SITE PLAN
C3.1	SOUTH POND - PROPOSED SITE & GRADING PLAN
C3.2	SOUTH POND - OUTLET STRUCTURE SITE PLAN
C4.1	OVERALL EROSION CONTROL PLAN - PHASE 1
C4.2	OVERALL EROSION CONTROL PLAN - PHASE 2
D1.1 - D1.2	CIVIL DETAILS





PROJECT NO.	201073.00
DATE	7/23/2021
DRAWN BY	T.R.W.
FILE NAME	S-201073.00-Sheets.dwg
FIELD BOOK	CITY OF LINCOLN #17
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DATE	05/24/2021
95 PERCENT REVIEW	
INITIALS	J.J.S.
DATE	07/06/2021
REVISIONS	



Know what's below.  
Call before you dig.

ESTIMATED PROJECT QUANTITIES - PHASE 2		
BASE ITEM	UNIT	QUANTITY
SHORELINE ARMORING - FLEXAMAT	SF	7,952
SEEDING AND MULCHING	AC	0.58
ALTERNATIVE ITEM		
SHORELINE ARMORING - ROCK RIPRAP, TYPE A/B MIX	TONS	598

\*ALTERNATIVE ITEMS ARE IN LIEU OF THE RESPECTIVE BASE ITEM

ESTIMATED PROJECT QUANTITIES - PHASE 1		
BASE ITEM	UNIT	QUANTITY
EXCAVATION	CY	245
EMBANKMENT	CY	20
REMOVE AND RESET EX. SIGN	EA	1
OUTLET STRUCTURE - GROUTED ROCK RIPRAP, TYPE B	TONS	95
STEEL SHEET PILE	SF	1,760
VINYL SHEET PILE	SF	650
SHORELINE ARMORING - FLEXAMAT	SF	6,160
SEEDING AND MULCHING	AC	0.94
ALTERNATIVE ITEM		
OUTLET STRUCTURE - REINFORCED CONCRETE CAP	SY	102
SHORELINE ARMORING - ROCK RIPRAP, TYPE A/B MIX	TONS	62

\*ALTERNATIVE ITEMS ARE IN LIEU OF THE RESPECTIVE BASE ITEM

**GENERAL NOTES AND SPECIFICATIONS:**

- PHASE 1 AND PHASE 2 MUST BE CONSTRUCTED DURING SEPARATE GROWING SEASONS. I.E. COMMENCEMENT OF PHASE 2 MUST NOT OCCUR UNTIL DISTURBANCE FROM PHASE 1 HAS BEEN REVEGETATED.
- SEED SHALL BE APPLIED BY DRILLING AT A RATE OF 350 PLS LBS/ACRE OF THE FOLLOWING COMPOSITION:  

	PLS Lbs/Acre (Drilled)
Turf-Type Tall Fescue	308.0
Kentucky Bluegrass	24.5
Perennial Ryegrass	17.5
- HYDROMULCH SHALL BE APPLIED TO ALL SEEDED AREAS AND SHALL CONSIST OF A HYDRAULICALLY APPLIED 100% BIODEGRADABLE WOOD FIBER OR WOOD FIBER WITH BIODEGRADABLE MAN-MADE FIBERS, WITH TACKIFIER TO FORM AN INTIMATE BOND WITH THE SOIL SURFACE TO CREATE A CONTINUOUS, POROUS, ABSORBENT, AND FLEXIBLE EROSION RESISTANT BLANKET THAT ALLOWS FOR RAPID GERMINATION AND ACCELERATED PLANT GROWTH. FUNCTIONAL LONGEVITY SHALL BE AT LEAST 6 TO 12 MONTHS.
- IF GROUND DISTURBANCE AREA EXCEEDS 0.99 ACRES (FOR EITHER PHASE 1 OR PHASE 2, NOT CUMULATIVE), OWNER SHALL OBTAIN NECESSARY PERMIT(S), SUCH AS NPDES CONSTRUCTION STORMWATER PERMIT.
- CONCRETE SHALL HAVE COMPRESSIVE STRENGTH WHEN TESTED IN ACCORDANCE WITH ASTM C39 AT 28 DAYS: MINIMUM 3,500 PSI.  
 A. TYPE 47B TRADITIONAL MIX PER NDOT STANDARD SPECIFICATION.  
 B. CEMENT SHALL BE TYPE 1PF.  
 C. CONCRETE MIX DESIGN SHALL HAVE A MINIMUM OF 30% TYPE E AGGREGATE.
- GROUT SHALL BE APPLIED TO RIPRAP PLACED AT OUTLET STRUCTURES (ALTERNATIVE 1). FLUSH THE ROCK TO BE GROUTED WITH WATER TO REMOVE THE FINES PRIOR TO PACING THE GROUT. KEEP THE ROCK TO BE GROUTED WET FOR AT LEAST 2 HOURS IMMEDIATELY PRIOR TO GROUTING, BUT DO NOT PLACE THE GROUT IN STANDING OR FLOWING WATER TO ENSURE PROPER BONDING. DO NOT APPLY WHEN AIR TEMPERATURE IS BELOW 40 DEGREES. CAREFULLY PLACE GROUT AND WORK INTO VOIDS WITH USE OF SUITABLE SPADES, RODS, NOZZLES AND/OR PENCIL VIBRATORS. DO NOT OVERFILL WITH GROUT; LEAVE 1/4 TO 1/3 DEPTH OF STONE FACES EXPOSED. BROOM IF NECESSARY FOR ROUGH SURFACE. GROUT FOR RIPRAP SHALL CONSIST OF:  
 A. CEMENT: 10 SACKS OF PORTLAND CEMENT PER CUBIC YARD.  
 B. FLY ASH: A MAXIMUM OF 25% TYPE C FLY ASH MAY BE SUBSTITUTED FOR PORTLAND CEMENT.  
 C. FINE AGGREGATE: 2100 LBS (DRY WEIGHT) PER CUBIC YARD.  
 D. FIBERMESH: INCLUDE 1.5 LBS PER CUBIC YARD TO MINIMIZE SHRINKAGE AND CRACKING.  
 E. WATER: INCLUDE 45 GALLSON (375 LBS) PER CUBIC YARD.  
 F. AIR CONTENT: 6-10%
- EARTHWORK CONSISTS OF EXCAVATION, EMBANKMENT, AND GRADING NECESSARY TO CONSTRUCT THE WORK TO THE LINES AND GRADES SHOWN OR NOTED ON THE DRAWINGS. TOPSOIL CONSERVATION AND PREPARATION OF SUITABLE SEEDBED IS RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL PROTECT EXISTING STRUCTURES AND FEATURES WITHIN THE LIMITS OF CONSTRUCTION WHEN PERFORMING EARTHWORK OPERATIONS. FINISH GRADING SHALL PROVIDE SMOOTH TRANSITIONS TO ALL EXISTING AND PROPOSED FEATURES, PAVING, STRUCTURES, ETC. WITHIN LIMITS OF CONSTRUCTION. GRADING SHALL NOT REDUCE THE EXISTING DAM EMBANKMENT SECTION OR OTHERWISE THREATEN THE EMBANKMENT INTEGRITY. EXCESS SOIL SHALL BE SPOILED AT AN UPLAND LOCATION AT OWNER'S DISCRETION, OR HAULED AWAY AND DISPOSED OF IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS.
- EXTREME CARE SHALL BE TAKEN WHEN INSTALLING SHEET PILING TO PREVENT DISTURBANCE OF EXISTING STRUCTURES AND DAMS/EMBANKMENTS. THE STRUCTURES AND GROUND NEAR SHEET PILE INSTALLATION SHALL BE MONITORED FOR SETTLEMENT, CRACKING, ETC. SHEET PILE SPECIFICATIONS ARE INCLUDED ON SHEET D1.2.
- SHORELINE ARMORING - FLEXAMAT SHALL CONSIST OF 'FLEXAMAT PLUS' BY MOTZ ENTERPRISES, INC. OR APPROVED EQUAL. INSTALLATION ON SLOPES STEEPER THAN 4:1 SHALL INCLUDE 'TERRA-LOCK EARTH PERCUSSION ANCHORS'. INSTALLATION SHALL BE IN ACCORDANCE WITH THESE DRAWINGS AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. CONTRACTOR TO VERIFY MATERIAL NEEDS AND QUANTITIES WITH MANUFACTURER PRIOR TO ORDERING. IT IS RECOMMENDED THAT CONTRACTOR COORDINATE WITH MANUFACTURER'S REPRESENTATIVE FOR ONSITE ASSISTANCE AT START OF INSTALLATION.
- SHORELINE ARMORING - ROCK RIPRAP SHALL CONSIST OF LIMESTONE (OR APPROVED EQUAL) RIPRAP IN ACCORDANCE WITH NDOT STANDARD SPECIFICATIONS. THE IN-PLACE RIPRAP SHALL BE A MIXTURE OF APPROXIMATELY 60% TYPE A AND 40% TYPE B. GEOTEXTILE FILTER FABRIC CONSISTING OF MIRAFI 1120N (OR APPROVED EQUAL) SHALL BE INSTALLED PRIOR TO RIPRAP. IF FEASIBLE, A LAYER (BEDDING LAYER) OF SMALLER GRADATION ROCK SHALL BE INSTALLED DIRECTLY ON FILTER FABRIC, FOLLOWED BY LARGER GRADATION ROCK.



**POND REHABILITATION  
FOR  
FOREMAN RIDGE HOMEOWNERS ASSOCIATION**

**OVERALL EXISTING SITE & CONTROL PLAN**



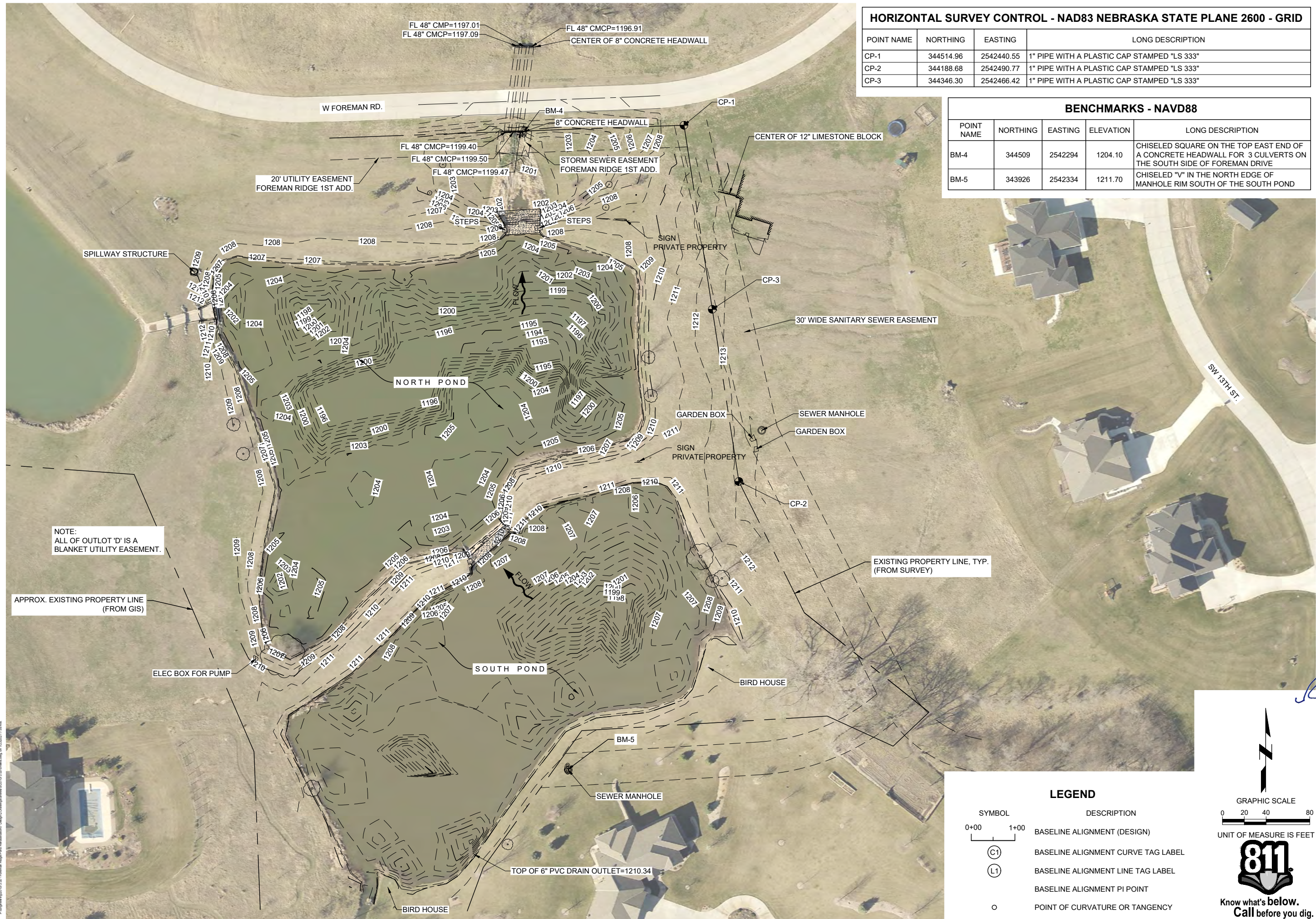
PROJECT NO.	201073.00
DATE	7/23/2021
DRAWN BY	T.R.W.
FILE NAME	S-201073.00-Sheets.dwg
FIELD BOOK	CITY OF LINCOLN #17
FIELD CREW	E.F./B.K.
SURVEY FILE NO.	SV-201073
PLAN IN HAND	R.E.L.
INITIALS	DATE
70 PERCENT REVIEW	S.W.A.
INITIALS	DATE
95 PERCENT REVIEW	J.J.S.
INITIALS	DATE
REVISIONS	

**HORIZONTAL SURVEY CONTROL - NAD83 NEBRASKA STATE PLANE 2600 - GRID**

POINT NAME	NORTHING	EASTING	LONG DESCRIPTION
CP-1	344514.96	2542440.55	1" PIPE WITH A PLASTIC CAP STAMPED "LS 333"
CP-2	344188.68	2542490.77	1" PIPE WITH A PLASTIC CAP STAMPED "LS 333"
CP-3	344346.30	2542466.42	1" PIPE WITH A PLASTIC CAP STAMPED "LS 333"

**BENCHMARKS - NAVD88**

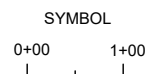
POINT NAME	NORTHING	EASTING	ELEVATION	LONG DESCRIPTION
BM-4	344509	2542294	1204.10	CHISELED SQUARE ON THE TOP EAST END OF A CONCRETE HEADWALL FOR 3 CULVERTS ON THE SOUTH SIDE OF FOREMAN DRIVE
BM-5	343926	2542334	1211.70	CHISELED "V" IN THE NORTH EDGE OF MANHOLE RIM SOUTH OF THE SOUTH POND



NOTE:  
ALL OF OUTLOT 'D' IS A  
BLANKET UTILITY EASEMENT.

APPROX. EXISTING PROPERTY LINE  
(FROM GIS)

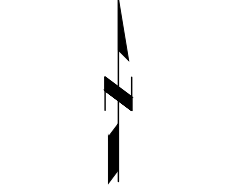
EXISTING PROPERTY LINE, TYP.  
(FROM SURVEY)



- (C) BASELINE ALIGNMENT CURVE TAG LABEL
- (L) BASELINE ALIGNMENT LINE TAG LABEL
- BASELINE ALIGNMENT PI POINT
- POINT OF CURVATURE OR TANGENCY

**LEGEND**

- BASELINE ALIGNMENT (DESIGN)
- BASELINE ALIGNMENT CURVE TAG LABEL
- BASELINE ALIGNMENT LINE TAG LABEL
- BASELINE ALIGNMENT PI POINT
- POINT OF CURVATURE OR TANGENCY



UNIT OF MEASURE IS FEET



EARTHWORK QUANTITIES (NORTH POND)	
CUT	FILL
160 CY	0 CY



PROTECT EXISTING PUMP WORKS.

PROTECT EXISTING OUTLET STRUCTURE.

PROPOSED NORTH POND OUTLET STRUCTURE. REFER TO SHEET C2.2 FOR FURTHER DETAILS.

EXISTING PROPERTY LINE, TYP. (FROM SURVEY)

PRIVATE PROPERTY

FOREMAN RIDGE PROPERTY

EXISTING WATERFALL

PROPOSED VINYL SHEET PILE AT WATERFALL LOCATION, SEE SHEET C2.3.

NORTH POND

PROTECT EXISTING 12" TREE.

PROTECT EXISTING 12" TREE.

REMOVE AND RESET EXISTING SIGN.

APPROX. EXISTING PROPERTY LINE (FROM GIS)

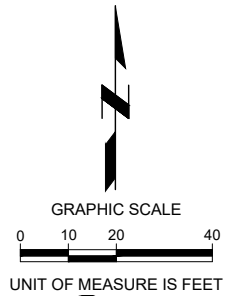
PRIVATE PROPERTY

FOREMAN RIDGE PROPERTY

MATCH LINE - SEE SHEET C3.1

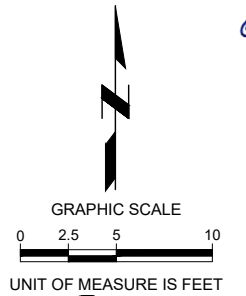
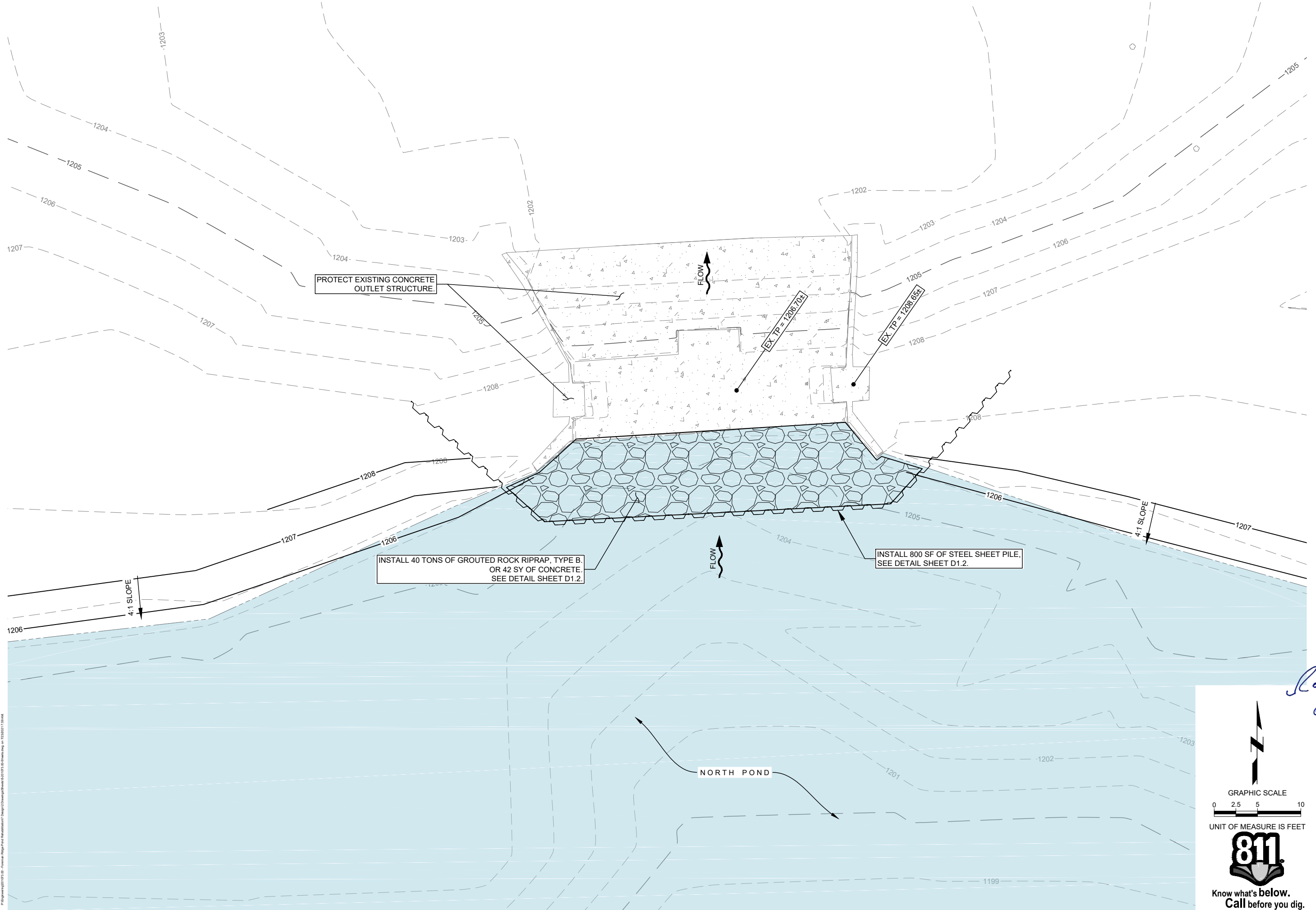
POND REHABILITATION FOR FOREMAN RIDGE HOMEOWNERS ASSOCIATION

PROPOSED SITE & GRADING PLAN NORTH POND PHASE 1



PROJECT NO.	201073.00
DATE	7/23/2021
DRAWN BY	T.R.W.
FILE NAME	S-201073.00-Sheets.dwg
FIELD BOOK	CITY OF LINCOLN #17
FIELD CREW	E.F./B.K.
SURVEY FILE NO.	SV-201073
PLAN IN HAND	R.E.L.
INITIALS	06/25/2020
70 PERCENT REVIEW	S.W.A.
INITIALS	05/24/2021
95 PERCENT REVIEW	J.J.S.
INITIALS	07/06/2021
REVISIONS	

P:\Projects\2021\073.00 - Foreman Ridge Pond Rehabilitation\Digital\Drawings\Sheet C2.1.dwg, 06/25/2020 11:59 AM



Know what's below.  
Call before you dig.

PROJECT NO.	201073.00
DATE	7/23/2021
DRAWN BY	T.R.W.
FILE NAME	S-201073.00-Sheets.dwg
FIELD BOOK	CITY OF LINCOLN #17
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95 PERCENT REVIEW	J.J.S.
DATE	07/06/2021
REVISIONS	



EARTHWORK QUANTITIES (SOUTH POND)	
CUT	FILL
85 CY	20 CY

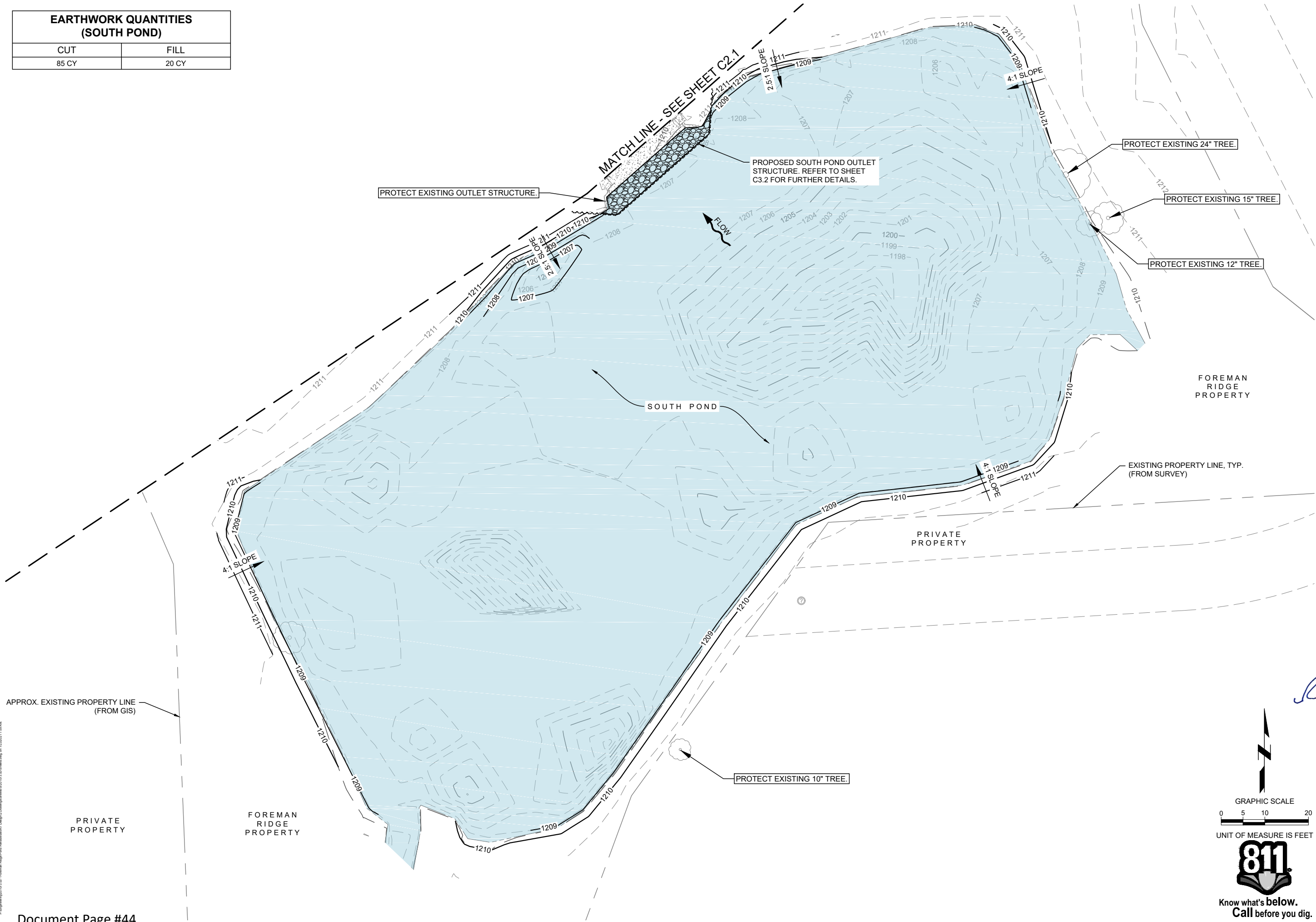


**POND REHABILITATION FOR FOREMAN RIDGE HOMEOWNERS ASSOCIATION**

**SOUTH POND PROPOSED SITE & GRADING PLAN PHASE 1**



PROJECT NO.	201073.00
DATE	7/23/2021
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FILE NAME	S-201073.00-Sheets.dwg
FIELD BOOK	CITY OF LINCOLN #17
FIELD CREW	E.F./B.K.
SURVEY FILE NO.	SV-201073
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95 PERCENT REVIEW	J.J.S.
INITIALS	07/06/2021
REVISIONS	



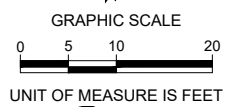
APPROX. EXISTING PROPERTY LINE (FROM GIS)

PRIVATE PROPERTY

FOREMAN RIDGE PROPERTY

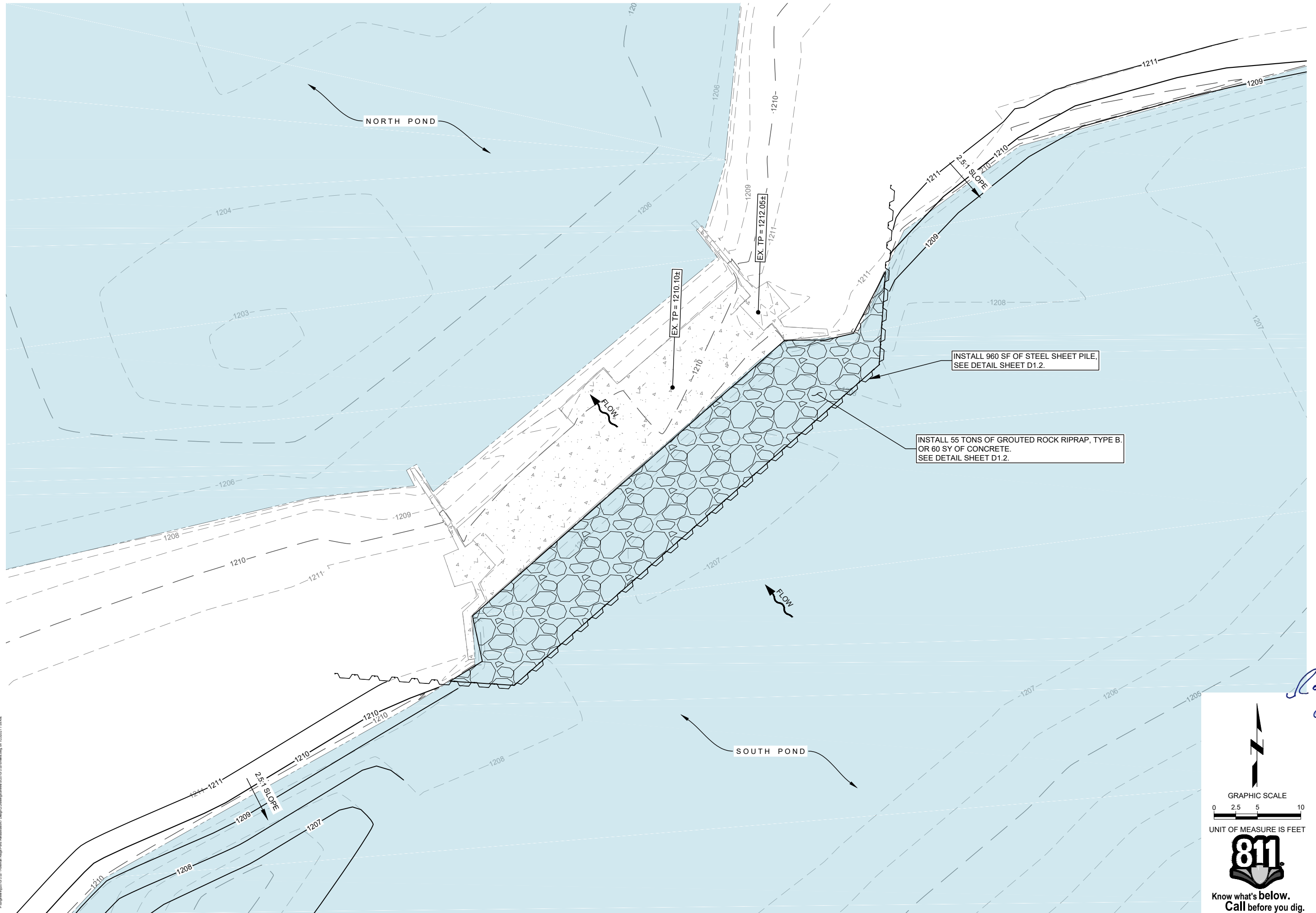
PRIVATE PROPERTY

FOREMAN RIDGE PROPERTY





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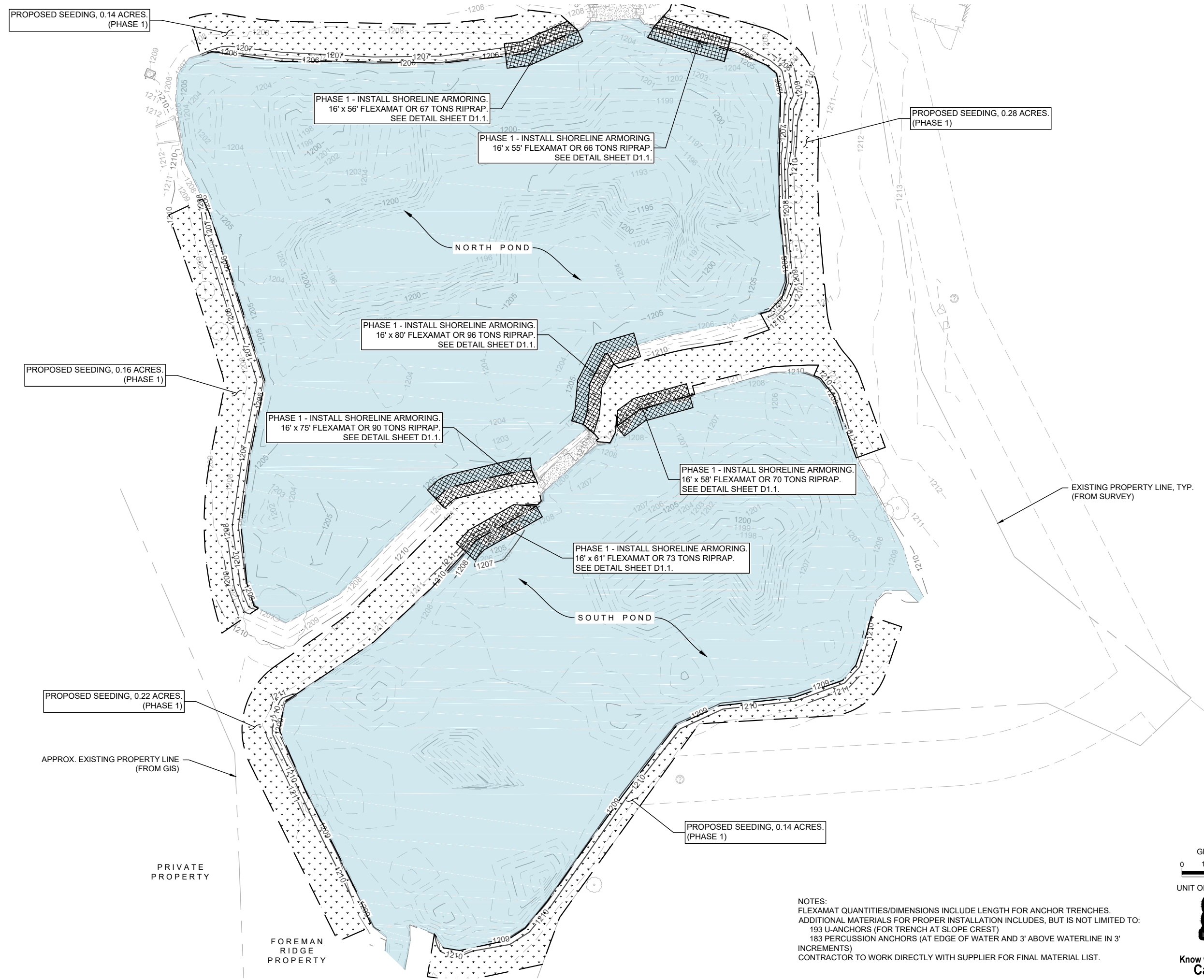


GRAPHIC SCALE  
0 2.5 5 10  
UNIT OF MEASURE IS FEET

Know what's below.  
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NOTES:  
FLEXAMAT QUANTITIES/DIMENSIONS INCLUDE LENGTH FOR ANCHOR TRENCHES.  
ADDITIONAL MATERIALS FOR PROPER INSTALLATION INCLUDES, BUT IS NOT LIMITED TO:  
193 U-ANCHORS (FOR TRENCH AT SLOPE CREST)  
183 PERCUSSION ANCHORS (AT EDGE OF WATER AND 3' ABOVE WATERLINE IN 3' INCREMENTS)  
CONTRACTOR TO WORK DIRECTLY WITH SUPPLIER FOR FINAL MATERIAL LIST.

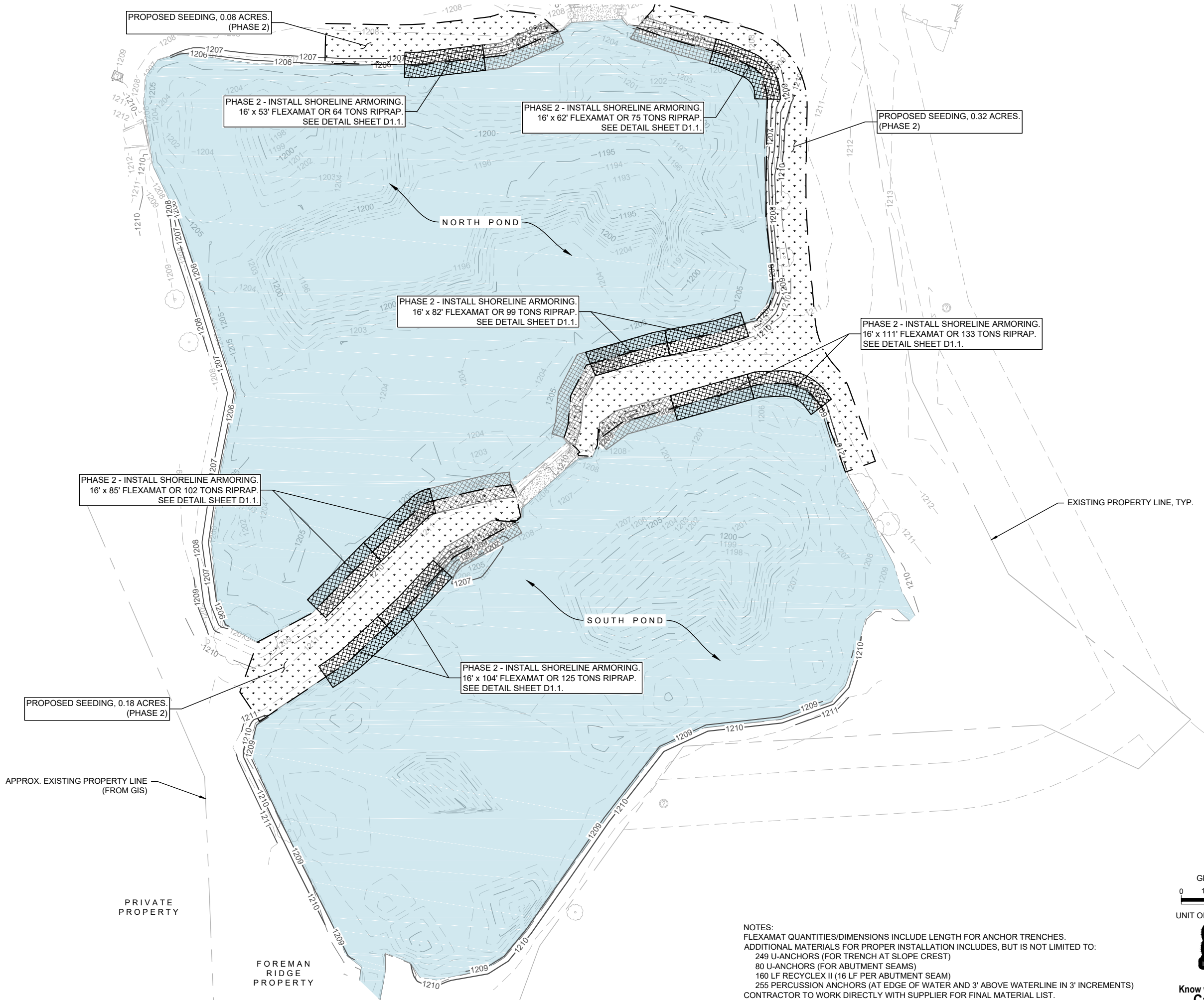
GRAPHIC SCALE  
0 15 30 60  
UNIT OF MEASURE IS FEET



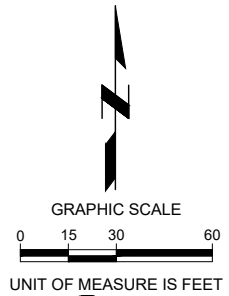
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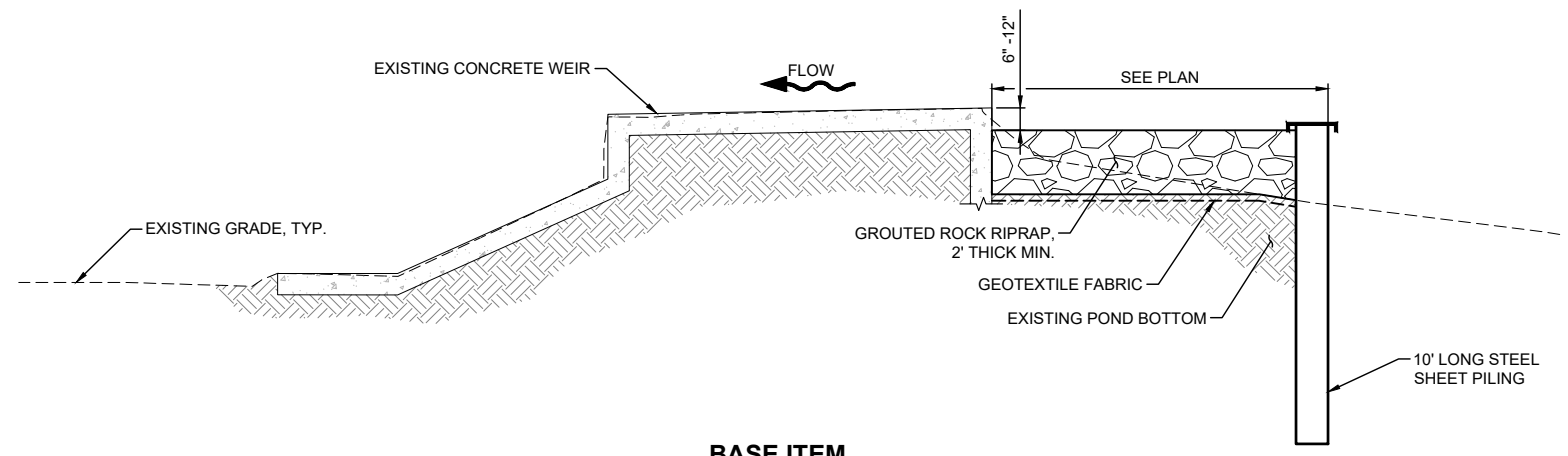
**NOTES:**  
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 ADDITIONAL MATERIALS FOR PROPER INSTALLATION INCLUDES, BUT IS NOT LIMITED TO:  
 249 U-ANCHORS (FOR TRENCH AT SLOPE CREST)  
 80 U-ANCHORS (FOR ABUTMENT SEAMS)  
 160 LF RECYCLEX II (16 LF PER ABUTMENT SEAM)  
 255 PERCUSSION ANCHORS (AT EDGE OF WATER AND 3' ABOVE WATERLINE IN 3' INCREMENTS)  
 CONTRACTOR TO WORK DIRECTLY WITH SUPPLIER FOR FINAL MATERIAL LIST.



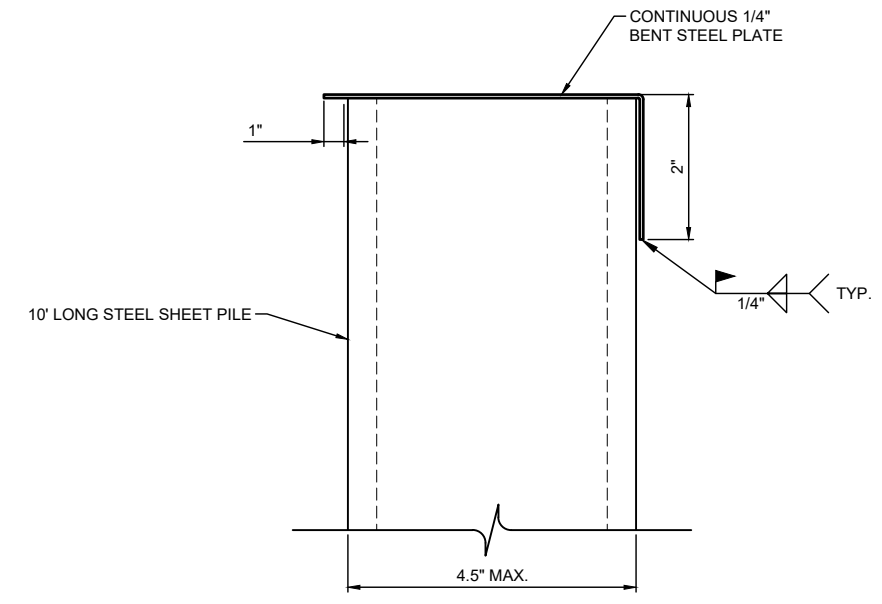
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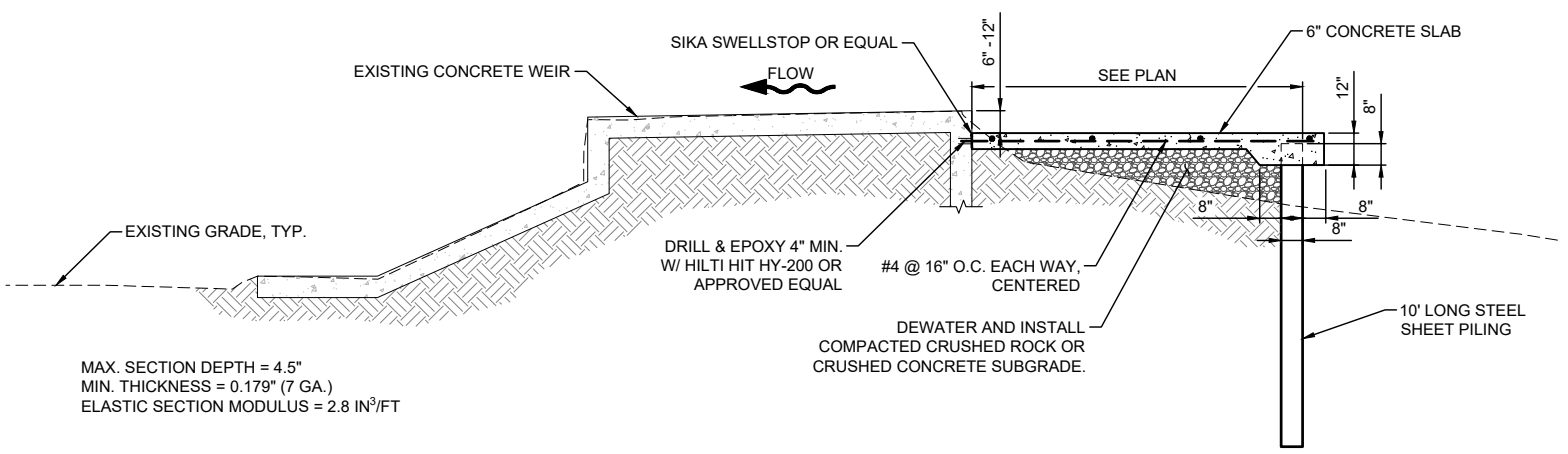


**1 BASE ITEM  
CENTERLINE OF OUTLET STRUCTURE**  
SCALE: N.T.S.



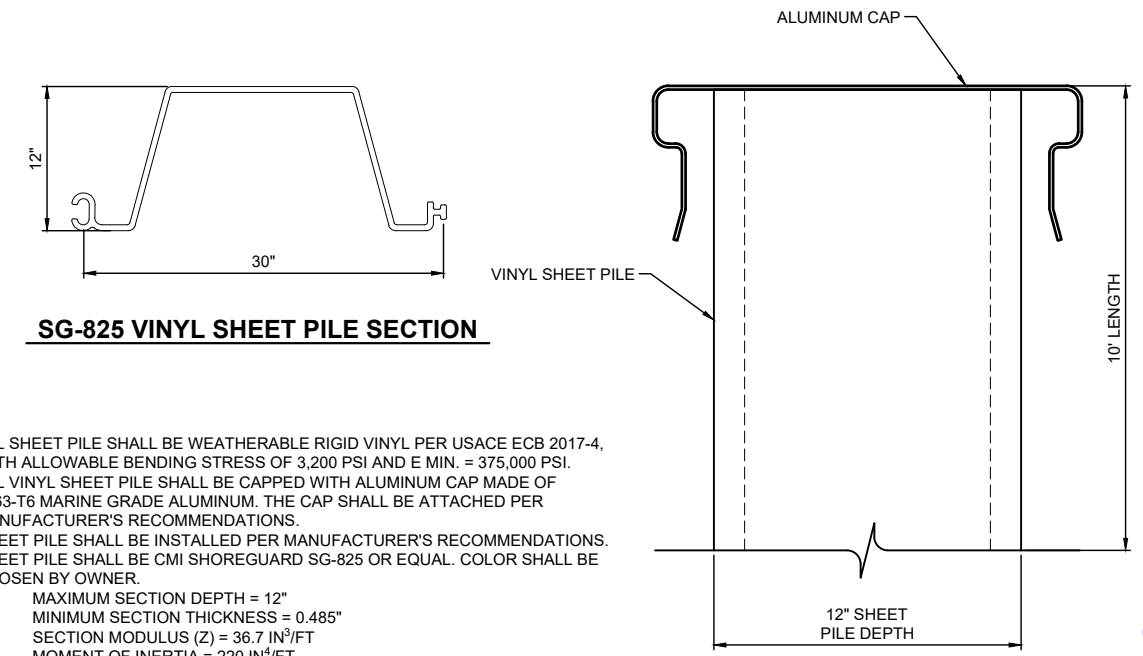
MAXIMUM SECTION DEPTH = 4.5"  
MINIMUM SECTION THICKNESS = 0.179" (7 GA.)  
ELASTIC SECTION MODULUS (Z) = 2.8 IN<sup>3</sup>/FT

**3 STEEL SHEET PILING DETAIL**  
SCALE: N.T.S.



MAX. SECTION DEPTH = 4.5"  
MIN. THICKNESS = 0.179" (7 GA.)  
ELASTIC SECTION MODULUS = 2.8 IN<sup>3</sup>/FT

**2 ALTERNATIVE ITEM  
CENTERLINE OF OUTLET STRUCTURE**  
SCALE: N.T.S.



**SG-825 VINYL SHEET PILE SECTION**

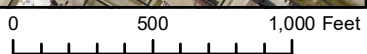
**NOTES:**

1. ALL SHEET PILE SHALL BE WEATHERABLE RIGID VINYL PER USACE ECB 2017-4, WITH ALLOWABLE BENDING STRESS OF 3,200 PSI AND E MIN. = 375,000 PSI.
  2. ALL VINYL SHEET PILE SHALL BE CAPPED WITH ALUMINUM CAP MADE OF 6063-T6 MARINE GRADE ALUMINUM. THE CAP SHALL BE ATTACHED PER MANUFACTURER'S RECOMMENDATIONS.
  3. SHEET PILE SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
  4. SHEET PILE SHALL BE CMI SHOREGUARD SG-825 OR EQUAL. COLOR SHALL BE CHOSEN BY OWNER.
- MAXIMUM SECTION DEPTH = 12"  
MINIMUM SECTION THICKNESS = 0.485"  
SECTION MODULUS (Z) = 36.7 IN<sup>3</sup>/FT  
MOMENT OF INERTIA = 220 IN<sup>4</sup>/FT  
VINYL SHEET PILE LENGTH = 10'

**4 VINYL SHEET PILING DETAIL**  
SCALE: N.T.S.



Map By: Lower Platte South NRD, sdr - June 2022



03 NOV 2022

To: Lower Platte South Natural Resource District / Mr. Mike Murren, Projects Coordinator

From: Pine Lake Homeowners Association Board

(PLA POC - Mike Boehm, [mcboehm1990@gmail.com](mailto:mcboehm1990@gmail.com), 614-264-1482 Cell)

Re: Pine Lake CAP Project Update and Request for additional \$15,000 Cost Share

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At the June 15, 2022, Board meeting, the Lower Platte South NRD approved the Pine Lake Association's (HOA) request for funding assistance for the **Pine Lake Association watershed analysis and outlet structure design** phase of the HOA's multi-phase rehabilitation project. The NRD agreed to reimburse the HOA 50% of the eligible costs of the project, not to exceed **\$49,500** NRD share.

On June 22, 2022, the HOA signed a contract with The Flatwater Group, Inc. (TFG) to complete the scope of work addressed in Tasks 100 – 600 as outlined in Exhibit B of the HOA's June 2, 2022, request to the LPSNRD Urban Subcommittee (See attachments). TFG initiated the project immediately.

To date, TFG has completed Tasks 100-400. In the process of completing Task 400, Outlet Structure Evaluation and informed by conversations with Tim Gokie, P.E. – Chief Dam Safety at NeDNR, and in consultation with TFG's specialty subconsultant Travis Hazard, P.E. of Hazard Engineering, TFG prepared two repair/replacement cost estimates.

In Option 1, the riser and drawdown pipe would be replaced, and the existing Cure in Place Pipe (CIPP) outlet pipe would remain in place. Design life of ~30-40 years. The preliminary planning cost estimate for Option 1 is \$300,000. Design fees for Option 1 are covered by current CAP cost-share.

**Option 2** includes replacement of the riser and drawdown pipe plus the full replacement of the outlet pipe and the addition both standard practice internal sand drains and seepage protection and a standard plunge pool outlet protection system – neither of which are present in the existing CIPP outlet pipe. Design life of ~100 years. The preliminary planning cost estimate for Option 2 is \$770,000. **Option 2 requires an additional \$30,000 in design fees.**

The 15 AUG 2022 Memorandum from TFG (pp. 2-3 Tasks 404 and 405) provided details replaced to Options 1 and 2 (See attached).

The HOA met with TFG on 19 SEP 2022 to receive an update and discuss Options 1 and 2. The HOA voted to move forward with the final design of Option 2 given the enhanced safety and increased design life.

Given the increased cost of \$30,000 for TFG to develop a final design plan for Option 2 – see amended Phase II task list dated 26 October 2022 – Task 601 Added (Attached) – the HOA is requesting an additional 50% or \$15,000 in cost share from the LPSNRD CAP to facilitate the completion of Phase II including the final design of the Option 2 outlet structure. This would increase the NRD's share of this project from 'not to exceed \$49,500' to **'not to exceed \$64,500.'**

Attachments:

- Pine Lake Rehabilitation Project: Outlet Structure Only - Amended 26 October 2022 – Task 601 Added
- 02 JUN 2022 – Pine Lake Homeowners Association Board CAP Request
- 15 June 2022 - LPSNRD CAP approval letter
- 22 JUN 2022 – Signed PLA-TFG Contract
- 15 AUG 2022 – TFG Progress Report and Invoice / Period: Initiation – 31 July 2022
- 13 September 2022 – TFG Progress Report and Invoice / Period: 1-31 AUG 2022
- 15 AUG 2022 – TFG Project Update Memo for August 15<sup>th</sup> HOA Board Meeting
- 6 October 2022 – TFG Progress Report and Invoice / Period: 1-30 SEP2022
- 16 September 2022 - TFG Project Update Memo for September 19<sup>th</sup> HOA Board Meeting

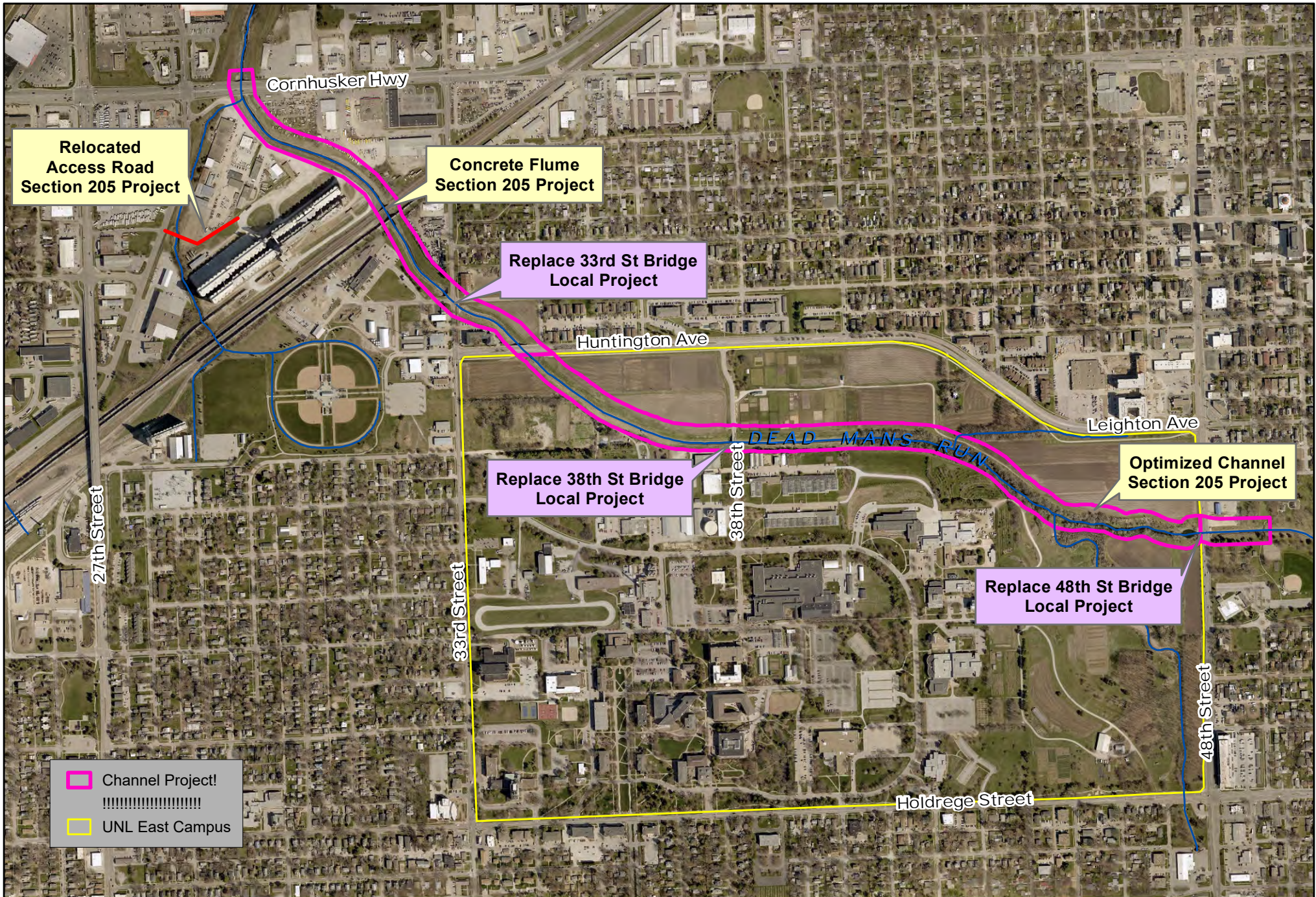
**Pine Lake Rehabilitation Project: Outlet Structures Only**  
**Professional Engineering Services - Fee Estimate Summary: All Tasks**  
*Amended 26 October 2022 - Task 601 Added*

TASK NO.	PROJECT HOURS by TASK	TASK NO.	PROJECT COST by TASK	
100	Project Management	54	100 Project Management	\$10,000.00
200	Pine Lake Watershed Analysis	96	200 Pine Lake Watershed Analysis	\$16,000.00
300	Preliminary Design: Lake Bottom Grading Plan	108	300 Preliminary Design: Lake Bottom Grading Plan	\$15,000.00
400	Outlet Structure Evaluation	98	400 Outlet Structure Evaluation	\$19,000.00
500	Preliminary Design: Outlet Structures (2)	190	500 Preliminary Design: Outlet Structures (2)	\$32,000.00
600	Final Design: Outlet Structures (2)	138	600 Final Design: Outlet Structures (2)	\$22,000.00
Subtotal - Hours for Proposed Scope of Services		<b>684</b>	601 Dam Repair Option 2: Additional Design Fee	<b>\$30,000.00</b>
			Subtotal - Proposed Scope of Services	<b>\$144,000.00</b>





# Deadmans Run Flood Reduction Project



**AMENDMENT #2 TO  
DEADMAN'S RUN FLOOD REDUCTION PROJECT**

This Amendment Is entered into effective December 31, 2022 by and between the Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska, located at 3125 Portia St., Lincoln, NE 68501-3581 (the "NRD") and the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska-Lincoln ("UNL"), collectively referred to as the "Parties."

**WITNESSETH:**

**RECITALS:**

A. The Parties desire to further amend an Agreement entered into effective March 4, 2020 the ("Agreement") to reduce the flood threat on Deadman's Run ("DMR") which runs through the East Campus of UNL by replacing and enlarging the 38<sup>th</sup> Street bridge which crosses OMR and is currently owned and maintained by UNL.

**NOW, THEREFORE**, In consideration of the above Recital and the mutual promises and covenants contained herein, the Parties agree to Amend Paragraph 5 of the Agreement as follow:

1. To extend the date for the completion of the design, permitting, and replacement/ enlargement of the 38<sup>th</sup> Street bridge from on or before December 31, 2021(the "Bridge Completion Date") to on or before December 31, 2022 (the "Bridge Completion Date"); and now amended to on or before December 31, 2025 (the "Bridge Completion Date");
2. To Increase the cost of reimbursement by the NRD to UNL for the actual costs of the Bridge Work from \$1,430,000.00 to \$2,300,000.00, and now further amended to \$2,760,000, without the prior consent of the NRD.

In all other respects, the Agreement effective March 4, 2020, if hereby reaffirmed.

**IN WITNESSETH WHEREOF**, the **Parties** hereto have executed this Amendment by their duly authorized representative as of the effective d ted provided above.

**LOWER PLATTE SOUTH NATURAL RESOURCE  
DISTRICT,**

BY:

\_\_\_\_\_  
Paul D. Zillig, General Manager  
**BOARD OF REGENTS OF THE UNIVERSITY OF  
NEBRASKA,**  
By and on behalf of the University of Nebraska-Lincoln

BY:

\_\_\_\_\_  
Mary LaGrange, Interim Vice Chancellor, Business and  
Finance

**AMENDMENT TO  
DEADMAN'S RUN FLOOD REDUCTION PROJECT**

This Amendment is entered into effective September 16, 2020 by and between the Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska, located at 3125 Portia St., Lincoln, NE 68501-3581 (the "NRD") and the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska-Lincoln ("UNL"), collectively referred to as the "Parties."

**WITNESSETH:**

**RECITALS:**

- A. The Parties desire to amend an Agreement entered into effective March 4, 2020 the ("Agreement") to reduce the flood threat on Deadman's Run ("DMR") which runs through the East Campus of UNL by replacing and enlarging the 38<sup>th</sup> Street bridge which crosses DMR and is currently owned and maintained by UNL.

**NOW, THEREFORE**, in consideration of the above Recital and the mutual promises and covenants contained herein, the Parties agree to Amend Paragraph 5 of the Agreement as follow:

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2. To increase the cost of reimbursement by the NRD to UNL for the actual costs of the Bridge Work from \$1,430,000.00 to \$2,300,000.00, without the prior consent of the NRD.

In all other respects, the Agreement effective March 4, 2020, is hereby reaffirmed.

**IN WITNESSETH WHEREOF**, the Parties hereto have executed this Amendment by their duly authorized representative as of the effective date provided above.

**LOWER PLATTE SOUTH NATURAL RESOURCES  
DISTRICT,**

BY:

  
Paul D. Zillig, General Manager

**BOARD OF REGENTS OF THE UNIVERSITY OF  
NEBRASKA,**

By and on behalf of the University of Nebraska-Lincoln

BY:

  
William J. Nunez, Vice Chancellor, Business and Finance

**AGREEMENT  
DEADMAN'S RUN FLOOD REDUCTION PROJECT**

This Agreement is entered into effective the 4<sup>th</sup> day of March, 2020 by and between the Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska, located at 3125 Portia St., Lincoln, NE 68501-3581 (the "NRD") and the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska-Lincoln, ("UNL"), collectively referred to as the "Parties."

**WITNESSETH:**

**RECITALS:**

- A. The Parties have a common interest in reducing the flood threat on Deadmans Run ("DMR") which runs through UNL East Campus, in Lincoln, Nebraska.
- B. The part of DMR which runs through UNL East Campus includes one mile of the channel and over 100 acres of land in the 100 year (1% Annual Chance of Flood) Floodplain of which approximately 70 acres of land are designated as the Floodway.
- C. The NRD and the City of Lincoln, Nebraska ("City") have prepared the DMR Basin Master Plan in 2008 which, among other things, identified improvements to reduce flood damages within the City of Lincoln, NE.
- D. The NRD and City partnered with the US Army Corps of Engineers (the "Corps") to complete a Section 205 Study to further evaluate potential projects and provide federal funding assistance,
- E. The Section 205 Feasibility Study was completed in 2018,
- F. The NRD and City identified a \$25.5M Flood Reduction Project that would greatly reduce the flood threat to a majority of the DMR Watershed, called the DMR Flood Reduction Project (the "Project"),
- G. The Project includes a \$15M Section 205 Corps Project and a \$10.5M Local Project.
- H. The Section 205 Corps Project includes a Conveyance Channel from 48th to Cornhusker Hwy, a concrete flume at railroad bridges, the Baldwin Street Termination at 33<sup>rd</sup> St., and an Access Road Relocation at State Fair Park Drive.
- I. The Local Project includes replacing/enlarging the 33rd Street Bridge (City bridge), 38th Street Bridge (UNL bridge), 48th Street Bridge (City bridge), and constructing the Fleming Fields Detention Basin,



- J. Both the Section 205 Corps Project and the Local Project will include design, permitting, land acquisitions, construction observation, construction, and operation & maintenance.
- K. The City and NRD have entered into an Interlocal Cooperation Agreement in 2018 to jointly implement the DMR Flood Reduction Project.
- L. The NRD and Corps have approved a Project Partnership Agreement in 2018 for the implementation of the Section 205 Corps Project.
- M. The Parties desire to work together to set forth the rights and responsibilities of the Parties with respect to the DMR Flood Reduction Project for the benefit of UNL's East Campus and the surrounding neighborhood, in accordance with the terms, conditions, and guidance of this Agreement.

**NOW, THEREFORE**, in consideration of the above Recitals and the mutual promises and covenants contained herein the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the responsibilities of the Parties with respect to the DMR Flood Reduction Project. No separate legal or administrative entity is created under this Agreement.
2. **Duration.** This Agreement shall expire on December 31, 2025 unless mutually extended by the Parties.
3. **Concrete Flume model.** – The Parties have negotiated a separate contract to develop a model of the concrete flume at the railroad bridges to Corps standards.
4. **Geotechnical sampling for the Project.** – Geotechnical sampling for the Project has been completed.
5. **Replacing and enlargement of the 38th Street DMR bridge.** The bridge by which 38<sup>th</sup> Street crosses Deadmans Run is currently owned and maintained by UNL (the 38<sup>th</sup> Street Bridge). The Corps estimated cost to replace and enlarge the 38<sup>th</sup> Street Bridge is \$1.43M to the size and capacity required to pass the 100 year flows in the conveyance channel as set forth in the map attached hereto as Exhibit "A" and incorporated herein. UNL agrees to design, permit, and replace/enlarge the 38<sup>th</sup> Street Bridge to the Corps required capacity (the "Bridge Work") on or before December 31, 2021 (the "Bridge Completion Date"), subject to reimbursement by the NRD. NRD agrees to reimburse UNL for the actual costs of the Bridge Work with such reimbursement not to exceed \$1.43M without the prior consent of NRD. Upon completion of each component of the Bridge Work, UNL will submit an invoice to NRD and NRD agrees to reimburse UNL, after review and approval, within thirty (30) days of UNL's submittal of such invoice. Notwithstanding the foregoing, in the event the Project is delayed, or if UNL's performance of the Bridge Work is materially hampered, interrupted or interfered with by any other condition or action out of UNL's control, the Parties agree to amend this Agreement to

extend the Bridge Completion Date to reasonably accommodate such delay, interruption or interference.

6. **Conveyance Channel enlargement.** The Section 205 Corps Project will be designed by the Corps and the major component is the enlargement of the Deadmans Run Channel (the "Channel"). UNL will enter into a separate easement agreement with the NRD for the land necessary for the construction, operation and maintenance of the portions of the Channel on UNL property.

7. **Fleming Field Detention Basin construction.** The Local Project requires the construction of a detention basin on the west portion of Fleming Fields (the "Detention Basin"). The Parties will work with the City of Lincoln to enter into a mutually agreeable contract with respect to the design, maintenance and construction of the Detention Basin; provided, however, that UNL shall not be responsible for any costs associated with the design, construction or maintenance of the Detention Basin. The NRD will assume major maintenance of the flood control components of the Detention Basin.

8. **Utilization of soil excavated from the Channel and Fleming Field Detention Basin.** The construction of the Channel and Basin will require removal of soil. If UNL allows the temporary or permanent storage of all or a portion of this soil on UNL property, the Parties will enter into a separate agreement setting forth the rights and responsibilities with respect to such soil storage. The decision whether to allow such soil storage shall be made in UNL's sole discretion and UNL has no obligation to store any soil or other excess materials or debris unless specifically agreed to in a separate agreement.

9. **Amendments.** This Agreement may be amended by mutual consent of the Parties. Any amendments to this Agreement must be in writing.

10. **Governing Law and Interpretation.** This Agreement will be governed and interpreted in accordance with the laws of the State of Nebraska.

11. **No Third Party Rights.** Except as herein specifically provided, no rights, privileges, or immunities of either Party hereto shall inure to the benefit of any unintended third party, nor shall any third party be deemed a beneficiary of any of the provisions contained in this Agreement.

12. **No Lease or Easement.** This Agreement does not create any lease, tenancy right, easement, or other right, title, or interest in, to, or with respect to any UNL property.

13. **No Gift or Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any property of UNL to the general public, or for any public use or purpose whatsoever.

14. **Indemnification.** To the fullest extent permitted by law, NRD shall indemnify, defend and hold harmless UNL, its officers, agents and employees from and against claims, damages,

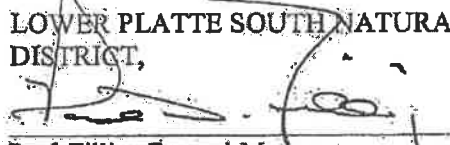
losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performance of this Agreement, except for those parts of the Agreement that UNL is specifically responsible for performing, that results in any claim or damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of NRD, or any person or entity for whose acts NRD may be liable.

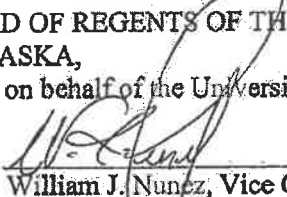
15. **Nondiscrimination.** NRD agrees that neither it nor any of its contractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, as amended.

16. **Work Status Verification.** NRD and any of its contractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. § 4-108 to 4-114 as amended.

17. **Capacity.** The undersigned represents that he or she has the legally authority to sign this Agreement and to lawfully bind his or her represented party to this Agreement.

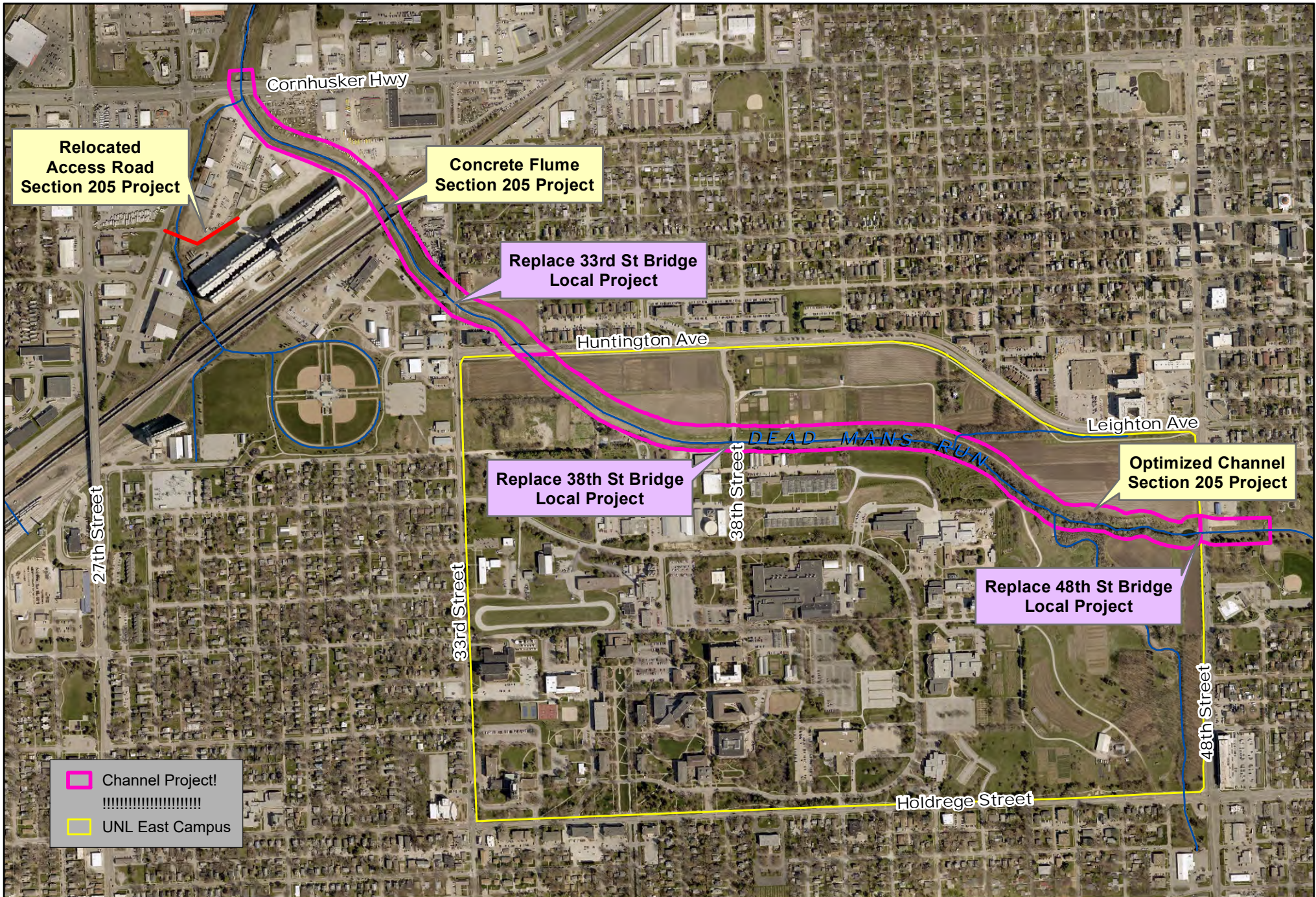
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized representatives on the date opposite their respective signatures.

LOWER PLATTE SOUTH NATURAL RESOURCES  
DISTRICT,  
BY:   
Paul Zillig, General Manager

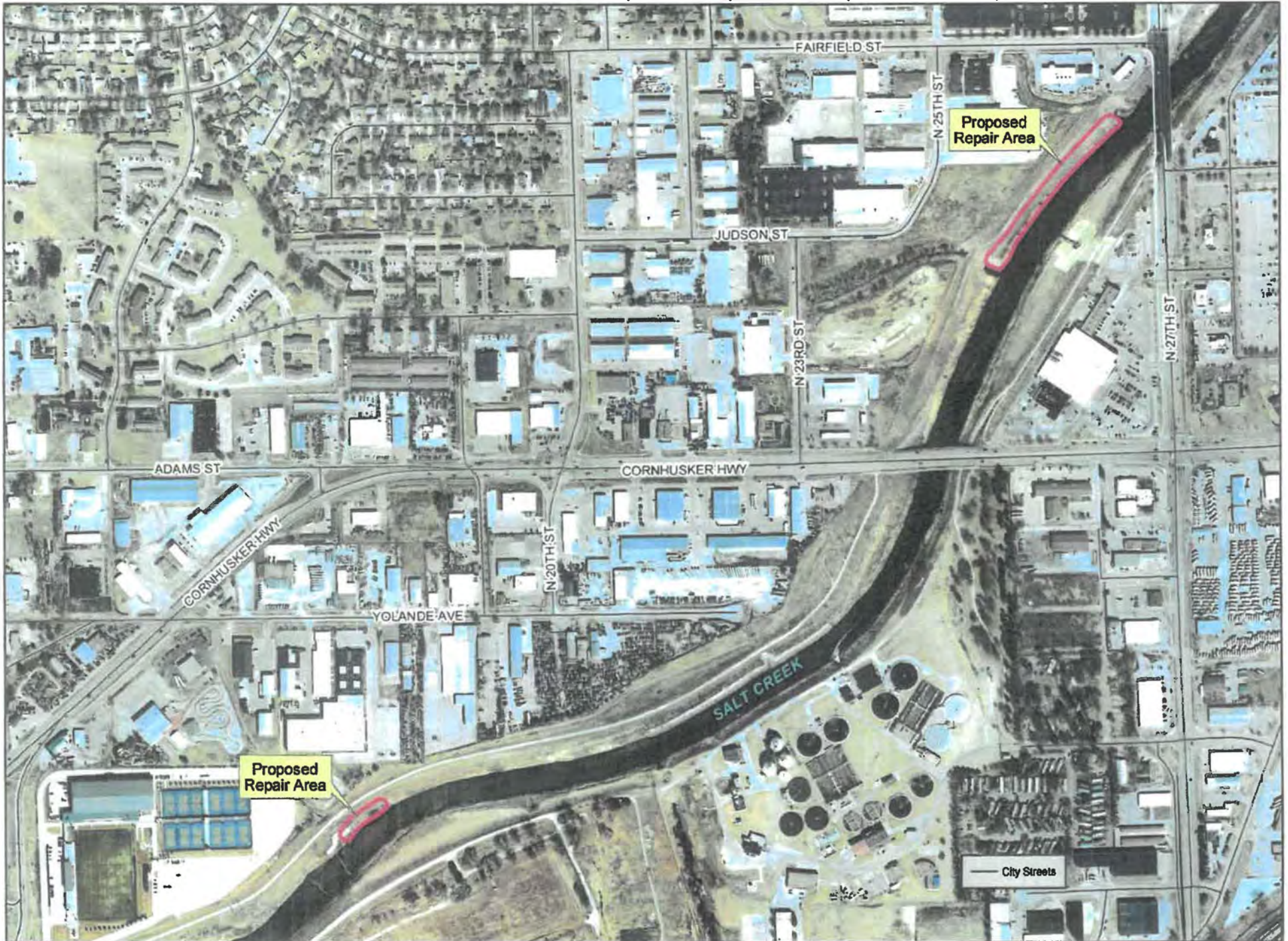
BOARD OF REGENTS OF THE UNIVERSITY OF  
NEBRASKA,  
by and on behalf of the University of Nebraska-Lincoln  
BY:   
William J. Nunez, Vice Chancellor, Business and Finance



# Deadmans Run Flood Reduction Project



### Salt Creek PL84-99 - CORP Proposed Repair Areas (October 2022)



# FLOOD AND WATER QUALITY PROTECTION MANUAL

## Summary of Changes

### Updated Rainfall:

#### Current:

- Hydrology based on rainfall in Technical Paper 40 (1963)

#### 2021 Proposal:

- Hydrology based on rainfall in NOAA Atlas 14 (2013)
- [Why? Need to be designing to the latest standard](#)

#### 2022 Updated based on Stakeholder Feedback:

- Same as 2021 Proposal

### Minimum Flood Corridor:

#### Current:

- Required for channels draining greater than 150 ac or having a defined bed and bank
- Width based on formula using channel depth and width

#### 2021 Proposal:

- Required for channels draining greater than 40 ac
- Standard widths based on average widths using current formula
- [Why? Consistent criteria, simplifies process, saves time and money](#)

#### 2022 Updated based on Stakeholder Feedback:

- Same criteria as 2021 Proposal
- Added an alternative to shift corridor
- Added block length exemption to reducing large crossings not needed for access
- [Why? Wanting to allow flexibility and reduce costs for development and City](#)

### Detention:

#### Current:

- 14 ft top width, 4:1 side slopes

#### 2021 Proposal:

- Required top width and side slopes same as Current
- Established defined certification process

#### 2022 Updated based on Stakeholder Feedback:

- Allowing flexibility with top width and side slopes
- [Why? Reducing footprint needed for detention](#)





## **Post Construction Best Management Practices (BMPs):**

### Current:

- No surety, as-built, or certification required

### 2021 Proposal:

- Adding new standard BMPs to simplify process
- Requiring surety, as-built plans, and certification form
- **Why? Simplifying process, ensuring BMPs are constructed properly**

### 2022 Updated based on Stakeholder Feedback:

- Same as 2021 Proposal

## **Storm Drainage System:**

### Current:

- No changes in horizontal /vertical alignment, except at manholes

### 2021 Proposal:

- Allowing flexibility with horizontal / vertical alignment
- **Why? Reduce cost by reducing number of storm drain manholes**

### 2022 Updated based on Stakeholder Feedback:

- Same as 2021 Proposal

## **Minimum Street Grade:**

### Current:

- 0.5% minimum longitudinal street grade

### 2021 Proposal:

- 1.0% minimum longitudinal street grade
- **Why? Eliminate water ponding in the street**

### 2022 Updated based on Stakeholder Feedback:

- Reverting to 0.5% minimum longitudinal street grade
- Specifying that grade is along the curb / gutter line
- **Why? Reduce cost associated with higher minimum slope but still address water ponding issues**

## **Erosion and Sediment Control**

### Current:

- Follows State's old permit requirements

### 2021 Proposal:

- Updated enforcement requirements
- **Why? Need for more compliance**

### 2022 Updated based on Stakeholder Feedback:

- Updates based on State's new permit requirements
- Reinspection fee staying at \$75
- **Why? City needs to be in compliance with State permit requirements**





## Floodplain Requirements

### Current:

- Permanent 1 ft freeboard requirement
- No-rise is 0.05'
- LOMC for residential development required before building permit

### 2021 Proposal:

- Permanent 2 ft freeboard requirement
- Lowest floor elevations and ground raised for lots in and adjacent to floodplain
- No-rise reduced for named streams, minor streams left at 0.05'
- Why? Protect development from higher flood risk not shown on the floodplain maps

### 2022 Updated based on Stakeholder Feedback:

- Temporary 2 ft freeboard requirement
- Lowest floor elevations and ground raised for lots in to floodplain, minimum opening elevations and ground raised for lots adjacent to floodplain
- No-rise only reduced for Salt Creek, all other streams left at 0.05'
- LOMC for residential development required before final plat
- Why? Need to protect development from higher flood risk not shown on the floodplain maps until new maps become effective