



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

Memorandum

Date: September 10, 2021
To: Urban Subcommittee
From: Jared Nelson, District Engineer 
Subject: Urban Subcommittee Meeting Minutes – September 2021

The Urban Subcommittee met virtually at 5:30pm, on Thursday, September 9, 2021. Subcommittee members participating included Tom Green, Gary Aldridge, Bob Andersen, Christine Lamberty, Larry Ruth, Susan Seacrest, and Ray Stevens. Others participating included NRD staff Paul Zillig, Dave Potter, Al Langdale, Mike Murren, Tracy Zayac and Jared Nelson; Lindy Rogers with FYRA Engineering; Ross Lawrence with JEO Consulting; and Dan Lightbody with Olsson. Director Green called the meeting to order at 5:30pm, and reviewed those in attendance before moving on to the agenda items. There were four items the Subcommittee took action on, as described below. See attachments for related information.

(a.) Consideration of Bids for Salt Creek Levee Pipe Replacement Northwest of 27th & Cornhusker Highway (STA 347+15R) – First, Al Langdale described the Salt Creek Levee Pipe Replacement Project, located northwest of 27th & Cornhusker, to replace a storm drain pipe which runs through the levee and discharges to Salt Creek. He described how the District hired FYRA who completed design & development of plans, and that project was advertised in the Lincoln Journal Star on beginning August 12, 2021 to receive bids for construction. He said the bid opening was Wednesday, September 1, 2021, and the District received three bids. MC Wells Contracting, Inc. was the low bidder with a bid of \$ 148,750. The Subcommittee discussed the project and the bids, with Langdale and Rogers answering questions. Attached is Rogers' Letter of Recommendation to award the project to MC Wells Contracting.

It was moved by Seacrest, seconded by Stevens, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the Bid from MC Wells Contracting in the amount of \$148,750 for the Salt Creek Levee Pipe Replacement Project - Northwest of 27th & Cornhusker Highway.

(b.) Consideration of Bids for the Antelope Creek Pipe Replacement Project - 26th St. to 57th St. (14 pipes) – Next, Murren discussed the Antelope Creek Pipe Replacement Project, from 26th to 57th St, to replace fourteen storm drain pipes, where they outfall to Antelope Creek in Lincoln. Murren described how the District hired JEO who completed design & development of plans, and that project was advertised in the Lincoln Journal Star on beginning August 25, 2021 to receive bids for construction. He said the bid opening was “this morning”, Thursday, September 9th at 11:30am, and District received two bids. MC Wells Contracting, Inc. was the low bidder with a bid of \$ 593,367. The Subcommittee discussed the

project and the bids, with Staff and Lawrence answering questions. The group also discussed how the City of Lincoln is reimbursing the District for a portion of work they requested to be done with this project. Attached is Lawrence's Letter of Recommendation to award the project to MC Wells Contracting.

It was moved by Andersen, seconded by Lamberty, and approved by the Subcommittee (with Green, Andersen, Lamberty, Ruth, Seacrest, and Stevens voting yes, and Aldridge not voting) to recommend that the Board of Directors approve the Bid from MC Wells Contracting in the amount of \$593,367 for the Antelope Creek Pipe Replacement Project - 26th St. to 57th St.

(c.) Consideration of an Engineering Services Agreement Modification for the Antelope Creek 40th – Scott Ave Repair Project – Next, Langdale described the Antelope Creek, 40th to Scott Ave Repair project, is a project that originated from the floods of 2015. Langdale described how the District hired Olsson in 2015 for an original contract price of \$81,860. He also briefly discussed the history of the project, including approval of FEMA funding for the channel repairs with FEMA providing 75% of the project cost, and an amendment to this project in 2017 for an additional \$136,500.

Langdale also discussed how the project has experienced delay and challenges during the environmental permitting phase, with the Regulatory Division of the US Army Corps of Engineers (USACE) providing challenging comments. He discussed how a Section 404 Permit has been applied for several times, but not yet received, which has resulted in additional effort on Olsson's part. The Subcommittee reviewed and discussed Olsson's request to modify the current agreement to include additional funding to complete the project. See attached letter dated September 7, 2021 from Dan Lightbody regarding this request.

It was moved by Stevens, seconded by Andersen, and approved by the Subcommittee (with Green, Andersen, Lamberty, Ruth, Seacrest, and Stevens voting yes, and Aldridge voting no) to recommend that the Board of Directors approve the Amendment #2 to the Letter Agreement for Professional Services with Olsson, for the Antelope Creek 40th – Scott Ave Repair Project, in an amount not to exceed \$79,255, pending legal counsel review.

(d.) Consideration of Professional Services Agreement for the Salt Creek Levee Pipe Abandonment Project – near Calvert St & Jamaica North Trail (STA 31+00R) – Third, Nelson described the Salt Creek Levee Pipe Abandonment Project, which is a proposed project to remove an 18" concrete pipe through the levee, near Calvert St and the Jamaica North Trail. Nelson described that the pipe was identified in the 2020 USACE Salt Creek Levee Inspections as an item to rectify, and is also in the Districts SWIF (System-Wide Improvement Framework) Plan. He said that staff contacted JEO, and received a proposal for professional services to design, bid and assist in construction phase services. He and Lawrence referred to the attached Agreement from JEO dated September 8, 2021, and answered questions from the Subcommittee. The Subcommittee reviewed and discussed the proposal.

It was moved by Andersen, seconded by Stevens, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the Professional Services Agreement between JEO Consulting Group and LPSNRD, in an amount not to exceed \$21,010, for engineering services for the Salt Creek Levee Pipe Abandonment Project – near Calvert St & Jamaica North Trail, pending legal counsel review.

(e.) Reports— Finally, a report was given on an effort by the City of Lincoln, to update their Drainage Criteria Manual (DCM) and related ordinances and design standards. Nelson and Zillig described that the City has formed a Technical Advisory Committee, and are conducting meetings with them and others, to describe the proposed changes to the City’s DCM and requirements for drainage design. This includes updating rainfall and runoff values used in drainage calculations, based on updated NOAA Atlas 14 rainfall values. The DCM updates also include considerations to address changes in climate; a step towards making the City more resilient to flooding. More information on this effort will come in the future, and the City will be looking for NRDs support.

There being no further business the meeting adjourned at approximately 6:25 pm.

JN/jn



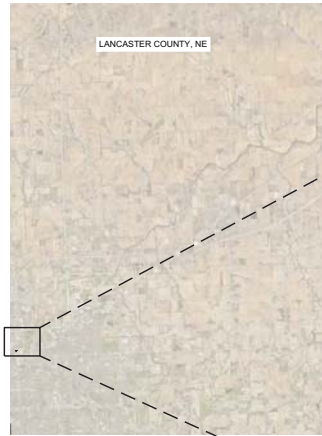


LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT SALT CREEK CULVERT REPAIR STA 347+15R LANCASTER COUNTY, NE



12702 Westport Pkwy, Ste 300
Omaha, Nebraska 68138
402.502.7131
www.fyraengineering.com



LOCATION MAP



SITE MAP
NOT TO SCALE

SHEET INDEX

- A.1 COVER SHEET
- A.2 GENERAL NOTES & QUANTITIES
- B.1 SITE ACCESS
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- D.2 DETAILS
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- P.2 347+15R PROFILE VIEW
- S.1 SWPPP
- S.2 SWPPP (CONT.)
- S.3 SWPPP (CONT.)
- S.4 SWPPP (CONT.)

DESIGNED BY:



12702 WESTPORT PARKWAY, SUITE 300
OMAHA, NE 68138
402.502.7131
WWW.FYRAENGINEERING.COM

OWNER:



3125 PORTIA STREET
LINCOLN, NE 68521
402.476.2729
WWW.LPSNRD.ORG

SALT CREEK CULVERT REPAIR STA 347+15R
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
LANCASTER COUNTY, NE
2019

ENGINEER'S SEAL



REVISIONS

NO.	DATE

DESIGNED BY: MCR
DRAWN BY: ERS
QA/QC BY: MKS
PROJECT NO.: 002-18-01
DATE: 8.09.21

TITLE
COVER SHEET

SHEET
A.1

RIGHT OF WAY CONSTRUCTION PROJECT NOTES

1. THE CITY TRANSPORTATION AND UTILITIES DEPARTMENT, RIGHT OF WAY CONSTRUCTION SECTION SHALL BE NOTIFIED A MINIMUM OF FORTY-EIGHT (48) HOURS IN ADVANCE OF INITIAL PROJECT CONSTRUCTION.
2. THE CONTRACTOR SHALL ADHERE TO THE CURRENT CITY OF LINCOLN STANDARD SPECIFICATIONS, APPROVED SPECIAL PROVISIONS, LINCOLN STANDARD PLANS, RIGHT-OF-WAY CONSTRUCTION PROCEDURES MANUAL AND THE LINCOLN MUNICIPAL CODE.
3. THE LOCATIONS OF ALL AERIAL AND UNDERGROUND UTILITY FACILITIES MAY NOT BE INDICATED ON THE PROJECT PLANS. THE CONTRACTOR IS REQUIRED TO CONTACT THE NEBRASKA ONE CALL NOTIFICATION CENTER (800) 471-FORTY EIGHT (48) HOURS PRIOR TO WORKING IN THE CITY RIGHT OF WAY. NO EXCAVATION WILL BE PERMITTED IN THE AREA OF THE UNDERGROUND UTILITIES UNTIL ALL FACILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ALL UNDERGROUND AND AERIAL UTILITIES AND INFRASTRUCTURE.
4. WHENEVER UNDERGROUND FACILITIES ARE IN CLOSE PROXIMITY TO THE PROPOSED PATHWAY LOCATION OR WHENEVER THE VERTICAL LOCATION OF THE UNDERGROUND FACILITY IS UNKNOWN, THE PERMITTEE SHALL USE SPECIAL MEASURES TO DETERMINE THE LOCATIONS OF SUCH UNDERGROUND FACILITIES.
 - A. IF THE PERMITTEE IS CONDUCTING THE EXCAVATION BY DIGGING FROM THE SURFACE, WHEN IN CLOSE PROXIMITY TO THE UNDERGROUND FACILITIES, THE PERMITTEE SHALL USE HAND DIGGING, HYDRO EXCAVATING, AIR EXCAVATING, OR ANY OTHER TECHNIQUES THAT ARE APPROVED BY THE DIRECTOR OF TRANSPORTATION AND UTILITIES TO LOCATE SUCH FACILITY.
 - B. IF THE PERMITTEE IS CONDUCTING THE EXCAVATION BY TUNNELING OR BORING, THE PERMITTEE SHALL DETERMINE THE VERTICAL LOCATION OF THE UNDERGROUND FACILITY BY POT-HOLING OR ANY OTHER METHOD APPROVED BY THE DIRECTOR OF TRANSPORTATION AND UTILITIES.
5. PROJECT PLANS SHALL DIMENSION NEW FACILITIES BEING INSTALLED. MEASUREMENTS SHALL BE TAKEN FROM EXISTING ADJACENT VISIBLE STRUCTURES (CURBS, POLES, CABINETS, MANHOLES, INLETS, FIRE HYDRANTS, ETC.) CLEARLY IDENTIFYING LOCATION OF SUCH FACILITY. THE CONTRACTOR SHALL VERIFY DIMENSIONS TAKEN FROM CITY OF LINCOLN FILES.
6. UNLESS AGREED TO IN WRITING IN ADVANCE BY THE CITY OF LINCOLN, THE DEPTH OF INSTALLED FACILITIES SHALL BE AS FOLLOWS:
 - A. FORTY-TWO (42) INCHES IN SOIL.
 - B. FORTY-TWO (42) BELOW A PROJECTED SLOPE FROM THE FLOW LINE OF A DITCH AT A THREE (3) HORIZONTAL AND ONE (1) VERTICAL SLOPE.
 - C. FORTY EIGHT (48) INCHES UNDER A ROADWAY MEASURED FROM THE SURFACE OF SAID ROADWAY TO THE TOP OF THE INSTALLATION.
 - D. FORTY EIGHT (48) INCHES UNDER A STORM WATER OR CREEK CHANNEL DESIGN BOTTOM OF PIPE, AND
 - E. MAINTAIN A MINIMUM OF TWENTY-FOUR (24) INCHES OF VERTICAL AND HORIZONTAL SPACING FROM EXISTING UTILITIES.
 - F. BE LOCATED AS FAR FROM THE EXISTING OR PROPOSED CURB LINE AS POSSIBLE TO AVOID POTENTIAL FUTURE CONFLICTS.
7. ALL PORTHOLES IN SIDEWALK PANELS WILL REQUIRE FULL PANEL REPLACEMENT. IF COLORED, TEXTURED OR PATTERNED CONCRETE IS EXISTING, REPLACEMENT PANELS WILL BE REPLACED TO MATCH AS PRACTICABLE. OWNER MAY BE REQUIRED TO PUT MONEY INTO ESCROW TO COVER ALL REPAIRS PRIOR TO STARTING WORK.
8. CONTRACTOR IS REQUIRED TO CONTACT AND COORDINATE WITH THE CITY TRAFFIC SIGNAL SHOP PRIOR TO PULLING FIBER CABLES INTO THE CITY'S CONDUIT/DUCT SYSTEM. CITY FIBER IS NOT TO BE DOWN MORE THAN THREE (3) DAYS. CONTRACTOR TO DETERMINE AND RE-TERMINATE ALL FIBER STRANDES WITH SIMILAR CONNECTIONS PER CITY OF LINCOLN STANDARD SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR FIBER AND IT IS RECOMMENDED TO PRE-TEST FIBER. ALL FIBER WILL BE TESTED WITH AN OTDR AFTER INSTALLATION.
9. ALL NON-STREET SURFACE MATERIALS THAT ARE DISTURBED BY EXCAVATION AND BACKFILLING OPERATIONS SHALL BE REPLACED AND RESTORED.
10. CITY STREET SURFACE MATERIALS DISTURBED SHALL BE BACKFILLED, TAMPED AND REPAVED BY CITY FORCES OR APPROVED PAVING CONTRACTOR.
11. IF SIDEWALK, WHEEL CHAIR RAMPS OR ANY PORTION OF THE PEDESTRIAN FACILITIES ARE REMOVED OR CLOSED, A PEDESTRIAN DETOUR SHALL BE ESTABLISHED AND MAINTAINED DURING THE TIME OF THE CLOSURE AND THE ENTIRE PEDESTRIAN FACILITY SHALL BE RESTORED WITHIN SEVENTY-TWO (72) HOURS, UNLESS THE CONTRACTOR PROVIDES A HARD SURFACE ALTERNATE ROUTE APPROVED BY THE CITY.
12. ALL PEDESTRIAN DETOURS AND ANY RECONSTRUCTION OF PEDESTRIAN FACILITIES SHALL MEET CURRENT AMERICANS WITH DISABILITY ACT (ADA) STANDARDS AND SPECIFICATIONS.
13. ALL PEDESTRIAN DETOURS SHALL BE PART OF AN APPROVED TRAFFIC CONTROL PLAN (TCP).
14. ALL HOLES MADE IN CITY OF LINCOLN PAVEMENTS FOR THE PURPOSE OF PERFORMING VACUUM EXCAVATIONS TO LOCATE UNDERGROUND UTILITIES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION WITH THE REINSTATED CORE FLUSH WITH AND IN THE ORIGINAL ORIENTATION AS THE EXISTING SURFACE MATCHING EXISTING PAVEMENT SURFACE APPEARANCE.
15. WHEN THE CONTRACTOR IS NOT ACTIVELY WORKING, ALL EQUIPMENT, FENCING, DEBRIS, ETC. SHALL NOT BE PLACED WITHIN THE TRIANGULAR AREA REQUIRED FOR SIGHT DISTANCE OF VEHICLES EXITING OR ENTERING AN ADJACENT PROPERTY OR INTERSECTION.
16. ALL EXCAVATIONS SHALL BE ADEQUATELY FENCED AND COVERED WHEN CONTRACTOR IS NOT PRESENT OR PROJECT SITE LEFT UNATTENDED.
17. NO LANE CLOSURES ALLOWED ON ARTERIAL STREETS DURING AM AND PM PEAK HOURS OR FROM NOON THE DAY BEFORE TO NOON THE DAY AFTER A UNIVERSITY OF NEBRASKA HOME FOOTBALL GAME UNLESS APPROVED BY CITY TRAFFIC AND RIGHT OF WAY CONSTRUCTION SECTION'S STAFF.
18. ALL WORK ZONE TRAFFIC CONTROL, INCLUDING PEDESTRIAN CONTROL MEASURES, SHALL BE IN COMPLIANCE WITH THE MUTCD, ADA AND THE CITY STANDARDS SPECIFICATIONS AND THE LINCOLN TRAFFIC CONTROL GUIDELINES.
19. IF THE UTILITY INSTALLATION DEVIATES FROM THE DESIGN, THE TRAFFIC CONTROL SUPERVISOR (TCS) IS RESPONSIBLE FOR VERIFYING WITH THE CITY OF LINCOLN OR THE ENGINEER THAT (TCP) CHANGES ARE NOT REQUIRED.
20. THE CONTRACTOR'S TRAFFIC CONTROL SUPERVISOR (TCS) REQUIRES A CURRENT CERTIFICATION IN WORK ZONE TRAFFIC CONTROL. THE TCS SHALL FOLLOW THE LINCOLN TRAFFIC CONTROL GUIDELINES (LTCG) FOR CONSTRUCTION, MAINTENANCE OR UTILITY ACTIVITIES VEHICLES AND PEDESTRIANS CURRENT EDITION.
21. THE CONTRACTOR SHALL NOTIFY ALL AFFECTED OWNERS OF ADJACENT PROPERTIES A MINIMUM OF FORTY-EIGHT (48) HOURS PRIOR TO BEGINNING OF CONSTRUCTION AND PROVIDE UPDATES TO THE AFFECTED OWNERS WHEN CONSTRUCTION PHASES CHANGE THAT AFFECT THE AREAS OF WORK ASSOCIATED WITH THE PERMIT.
22. THE CONTRACTOR SHALL MAINTAIN A SET OF "AS BUILT" PLANS ON SITE WITH DIMENSIONING. THESE PLANS SHALL BE PRESENTED UPON REQUEST TO ANY CITY OF LINCOLN REPRESENTATIVE.
23. FINAL "AS BUILT" PLANS SHALL BE FILED WITH THE CITY WITHIN 30 DAYS OF THE COMPLETION OF THE PROJECT.
24. THE CONTRACTOR SHALL FOLLOW CONSTRUCTION STANDARDS PERTAINING TO LATERAL CORRIDOR FACILITY PLACEMENT AND MINIMUM DEPTH REQUIREMENTS AND CLEARANCE REQUIREMENTS OF OTHER FACILITIES.
25. A CURRENT CITY RIGHT OF WAY CONSTRUCTION PERMIT SHALL BE MAINTAINED ON EACH WORK SITE BY THE CONTRACTOR. THE CONTRACTOR SHALL PRESENT SUCH PERMIT UPON REQUEST TO ANY CITY OF LINCOLN REPRESENTATIVE.
26. ANY FIELD ADJUSTMENTS TO INSTALLATION OF FACILITIES, WHICH VARY FROM THE PLANS THAT HAVE BEEN SUBMITTED AND APPROVED DURING THE PERMIT APPLICATION PROCESS, SHALL COMPLY WITH THE FOLLOWING:
 - A. THE CONTRACTOR MUST STOP WORK IMMEDIATELY AND CONTACT THE FACILITY OWNER.
 - B. THE FACILITY OWNER'S REPRESENTATIVE SHALL CONTACT THE CITY OF LINCOLN RIGHT-OF-WAY CONSTRUCTION INSPECTOR AND PROVIDE HIM WITH THE DETAILS OF THE PROPOSED CHANGES.
 - C. THE ROW INSPECTOR WILL MAKE A DETERMINATION ON HOW TO PROCEED. THIS DETERMINATION MAY RANGE FROM APPROVAL OVER THE PHONE OR VIA EMAIL, TO DELAYING THE PROJECT UNTIL PLANS CAN BE UPDATED AND APPROPRIATE REVIEW CAN BE CONDUCTED.

LEGEND

LIMITS OF CONSTRUCTION ---
 PARCEL BOUNDARY LINE - - -
 ACCESS ROUTE - - -
 STOCKPILE AREA [Hatched Box]

FYRA ENGINEERING
 12702 Westport Pkwy, Ste 300
 Omaha, Nebraska 68138
 402.502.7131
 www.fyraingenr.com



SALT CREEK CULVERT REPAIR STA 347+15R
 LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
 LANCASTER COUNTY, NE
 2019

ENGINEER'S SEAL

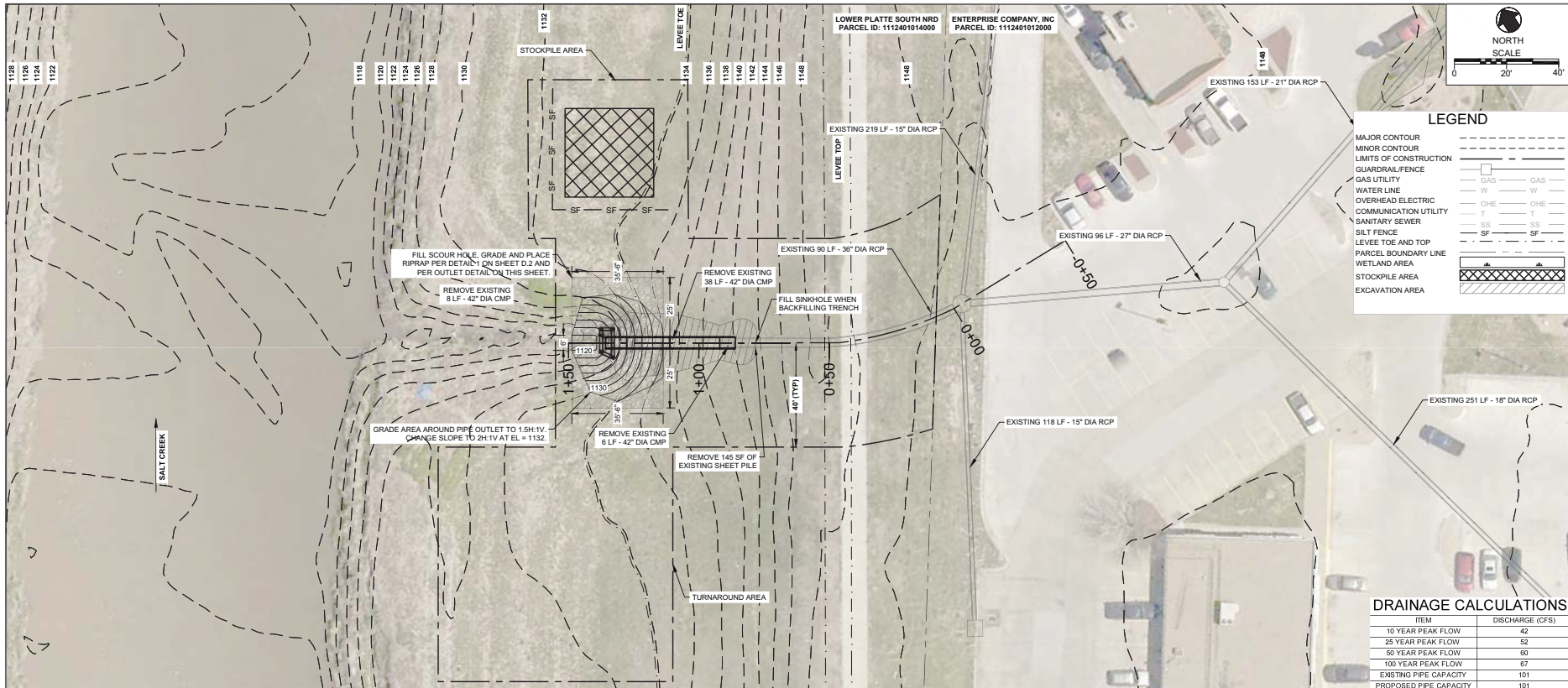
REVISIONS

NO.	DATE

DESIGNED BY: MCR
 DRAWN BY: ERS
 QA / QC BY: MKS
 PROJECT NO.: 002-18-01
 DATE: 8.09.21

TITLE
SITE ACCESS

SHEET
B.1



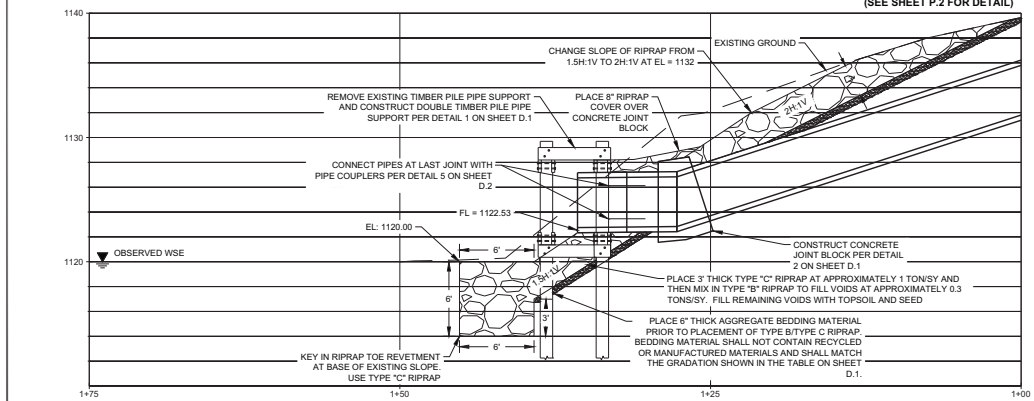
LEGEND

MAJOR CONTOUR	---
MINOR CONTOUR	- - - -
LIMITS OF CONSTRUCTION	---
GUARDRAIL/FENCE	---
GAS UTILITY	---
WATER LINE	---
OVERHEAD ELECTRIC	---
COMMUNICATION UTILITY	---
SANITARY SEWER	---
SILT FENCE	---
LEVEE TOE AND TOP	---
PARCEL BOUNDARY LINE	---
WETLAND AREA	---
STOCKPILE AREA	---
EXCAVATION AREA	---

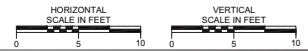
DRAINAGE CALCULATIONS

ITEM	DISCHARGE (GFS)
10 YEAR PEAK FLOW	42
25 YEAR PEAK FLOW	52
50 YEAR PEAK FLOW	60
100 YEAR PEAK FLOW	67
EXISTING PIPE CAPACITY	101
PROPOSED PIPE CAPACITY	101

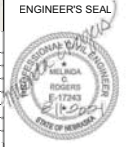
R347+15 R PLAN VIEW
(SEE SHEET P.2 FOR DETAIL)



347+15 R OUTLET DETAIL



SALT CREEK CULVERT REPAIR STA 347+15R
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
LANCASTER COUNTY, NE
2019



REVISIONS

NO.	DATE

DESIGNED BY: MCR
DRAWN BY: ERS
QA / QC BY: MKS
PROJECT NO.: 002-18-01
DATE: 8.09.21

TITLE
**347+15 R
PLAN &
OUTLET
DETAIL**

SHEET
P.1



5 September 2021

Al Langdale, Operation/Maintenance Coordinator
Lower Platte South NRD
3125 Portia Street
Lincoln, NE 68521

Re: Salt Creek Culvert Repair Project Sta 347+15R

Dear Al:

The bid opening for the above-referenced project was held at the LPSNRD on 1 September 2021. Three bids were received in total with the low bid of \$148,750.00 received from MC Wells Contracting, Inc. of Omaha, NE. This bid was \$9,406.90 below the Engineer's Opinion of Probable Costs that totaled \$158,149.16. All required documents accompanied the bid. The other two bids are listed below:

H.R. Bookstrom Construction, Inc	\$217,165.00
Yost Excavating, Inc.	\$244,351.00

My recommendation is to award the project to MC Wells Contracting, Inc. and begin the contracting process upon Board approval. Please feel free to contact me if you have any questions.

Sincerely,

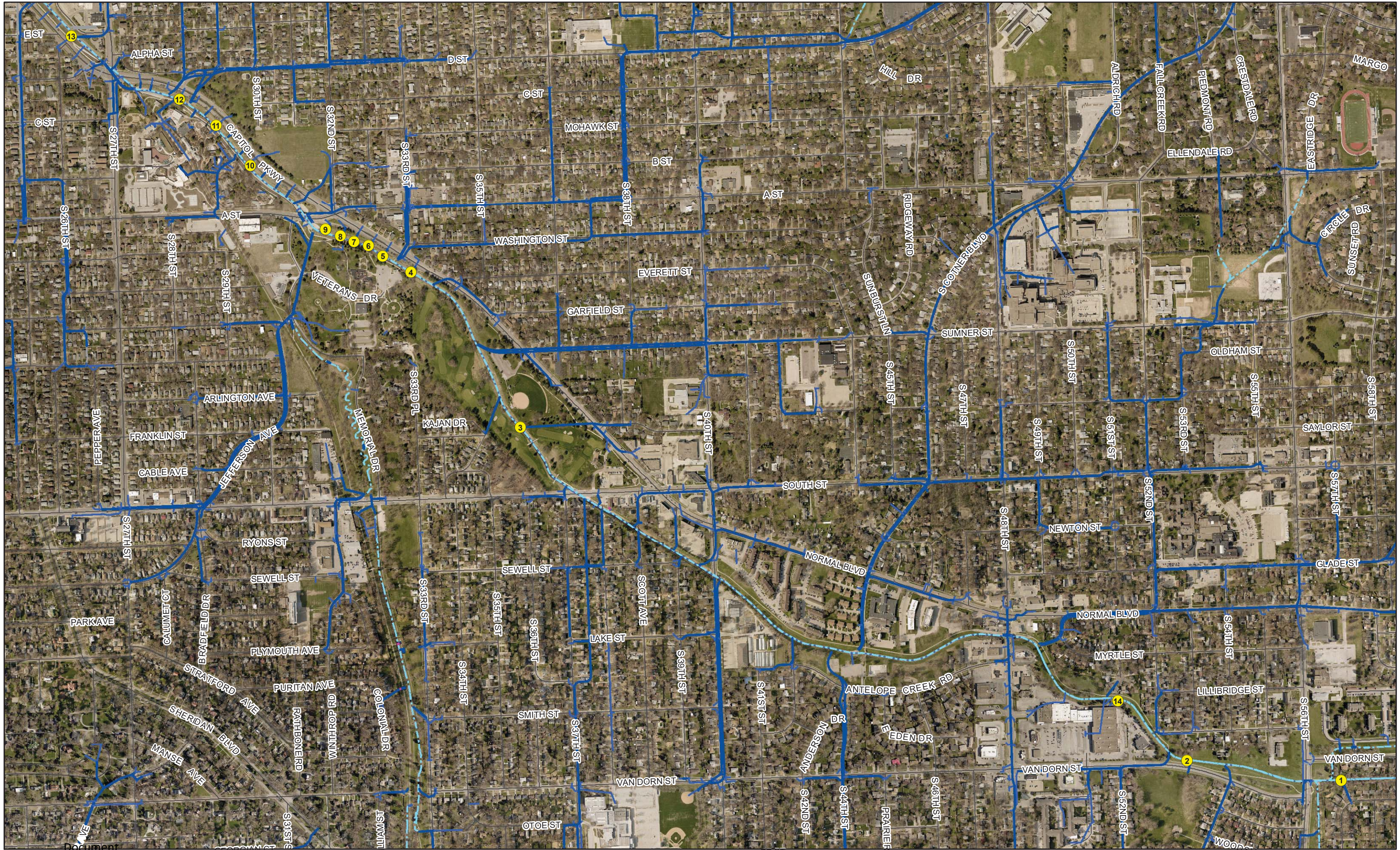
A handwritten signature in black ink that reads "Lindy Rogers". The signature is written in a cursive, flowing style.

Lindy Rogers, P.E.



Antelope Creek Pipe Replacement Locations

B.

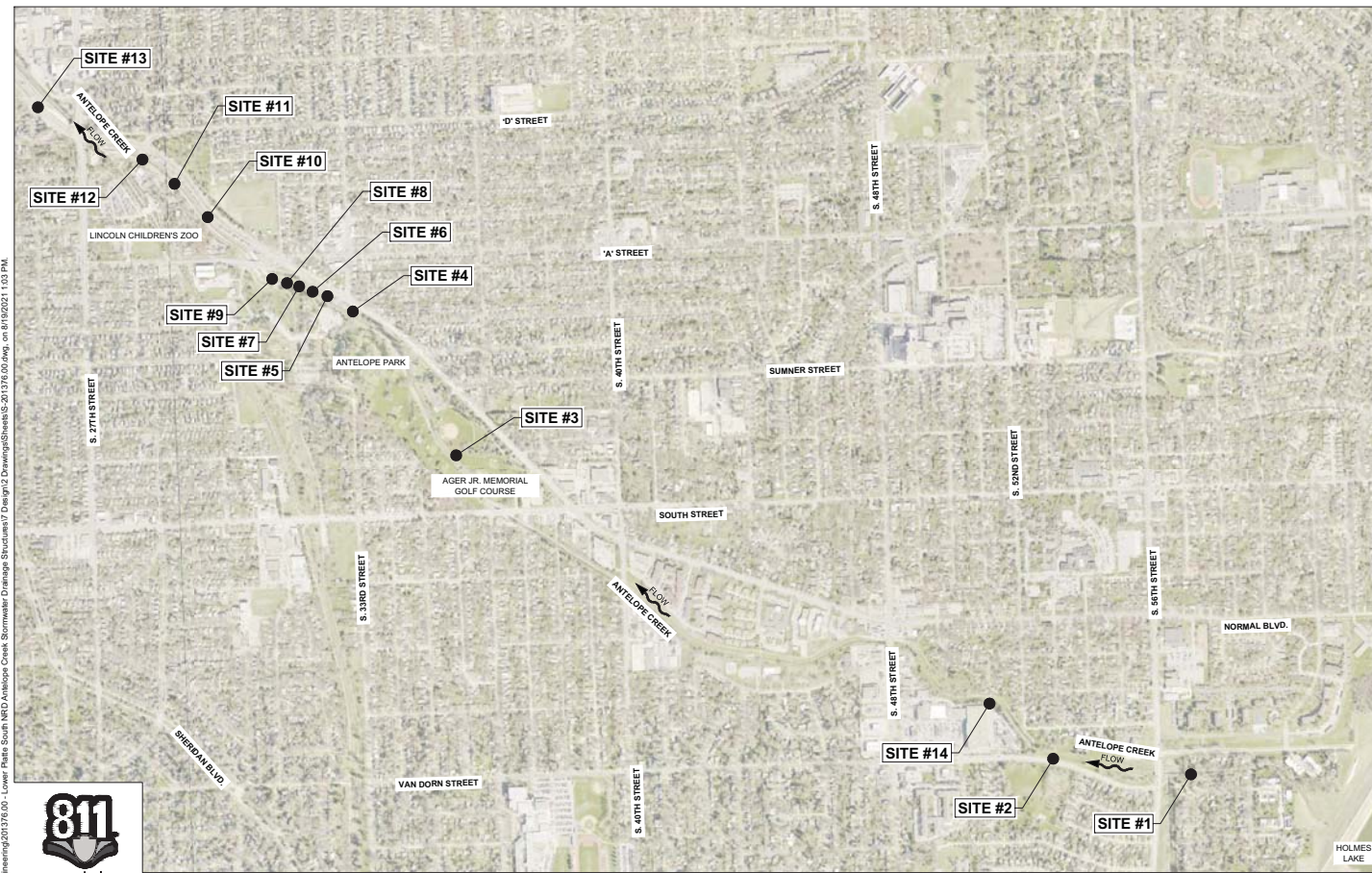




ANTELOPE CREEK PIPE REPLACEMENT IN LINCOLN, NEBRASKA FOR LOWER PLATTE SOUTH NRD

INDEX OF SHEETS:

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C2.1 - C2.2	TRAFFIC CONTROL GUIDANCE PLANS
PP1.1	PLAN & PROFILE - SITE #1 - EXISTING
PP1.2	PLAN & PROFILE - SITE #1 - PROPOSED
PP2.1	PLAN & PROFILE - SITE #2 - EXISTING
PP2.2	PLAN & PROFILE - SITE #2 - PROPOSED
PP3.1	PLAN & PROFILE - SITE #3 - EXISTING
PP3.2	PLAN & PROFILE - SITE #3 - PROPOSED
PP4.1	PLAN & PROFILE - SITE #4 - EXISTING
PP4.2	PLAN & PROFILE - SITE #4 - PROPOSED
PP5.1	PLAN & PROFILE - SITE #5 - EXISTING
PP5.2	PLAN & PROFILE - SITE #5 - PROPOSED
PP6.1	PLAN & PROFILE - SITE #6 - EXISTING
PP6.2	PLAN & PROFILE - SITE #6 - PROPOSED
PP7.1	PLAN & PROFILE - SITE #7 - EXISTING
PP7.2	PLAN & PROFILE - SITE #7 - PROPOSED
PP8.1	PLAN & PROFILE - SITE #8 - EXISTING
PP8.2	PLAN & PROFILE - SITE #8 - PROPOSED
PP9.1	PLAN & PROFILE - SITE #9 - EXISTING
PP9.2	PLAN & PROFILE - SITE #9 - PROPOSED
PP10.1	PLAN & PROFILE - SITE #10 - EXISTING
PP10.2	PLAN & PROFILE - SITE #10 - PROPOSED
PP11.1	PLAN & PROFILE - SITE #11 - EXISTING
PP11.2	PLAN & PROFILE - SITE #11 - PROPOSED
PP12.1	PLAN & PROFILE - SITE #12 - EXISTING
PP12.2	PLAN & PROFILE - SITE #12 - PROPOSED
PP13.1	PLAN & PROFILE - SITE #13 - EXISTING
PP13.2	PLAN & PROFILE - SITE #13 - PROPOSED
PP14.1	PLAN & PROFILE - SITE #14 - EXISTING
PP14.2	PLAN & PROFILE - SITE #14 - PROPOSED
D1.1 - D1.3	CIVIL DETAILS



LOCATION MAP
SCALE: 1" = 600'

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: 09/29/2020)	TICKET NO.: 202731881
(DATE: 09/29/2020)	TICKET NO.: 202731882
(DATE: 09/29/2020)	TICKET NO.: 202731883
(DATE: 09/29/2020)	TICKET NO.: 202731884
(DATE: 09/29/2020)	TICKET NO.: 202731885
(DATE: 09/29/2020)	TICKET NO.: 202731887
(DATE: 09/29/2020)	TICKET NO.: 202731888
(DATE: 09/29/2020)	TICKET NO.: 202731889
(DATE: 09/29/2020)	TICKET NO.: 202731890
(DATE: 09/29/2020)	TICKET NO.: 202731891
(DATE: 09/29/2020)	TICKET NO.: 202731892
(DATE: 09/29/2020)	TICKET NO.: 202731893

UTILITIES SHOWN ARE FROM FIELD MARKINGS PROVIDED IN THE FIELD BY THE UTILITY PROVIDERS.

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

ANTELOPE CREEK PIPE REPLACEMENT
IN LINCOLN, NEBRASKA
FOR LOWER PLATTE SOUTH NRD

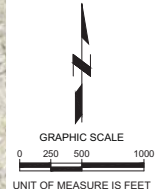
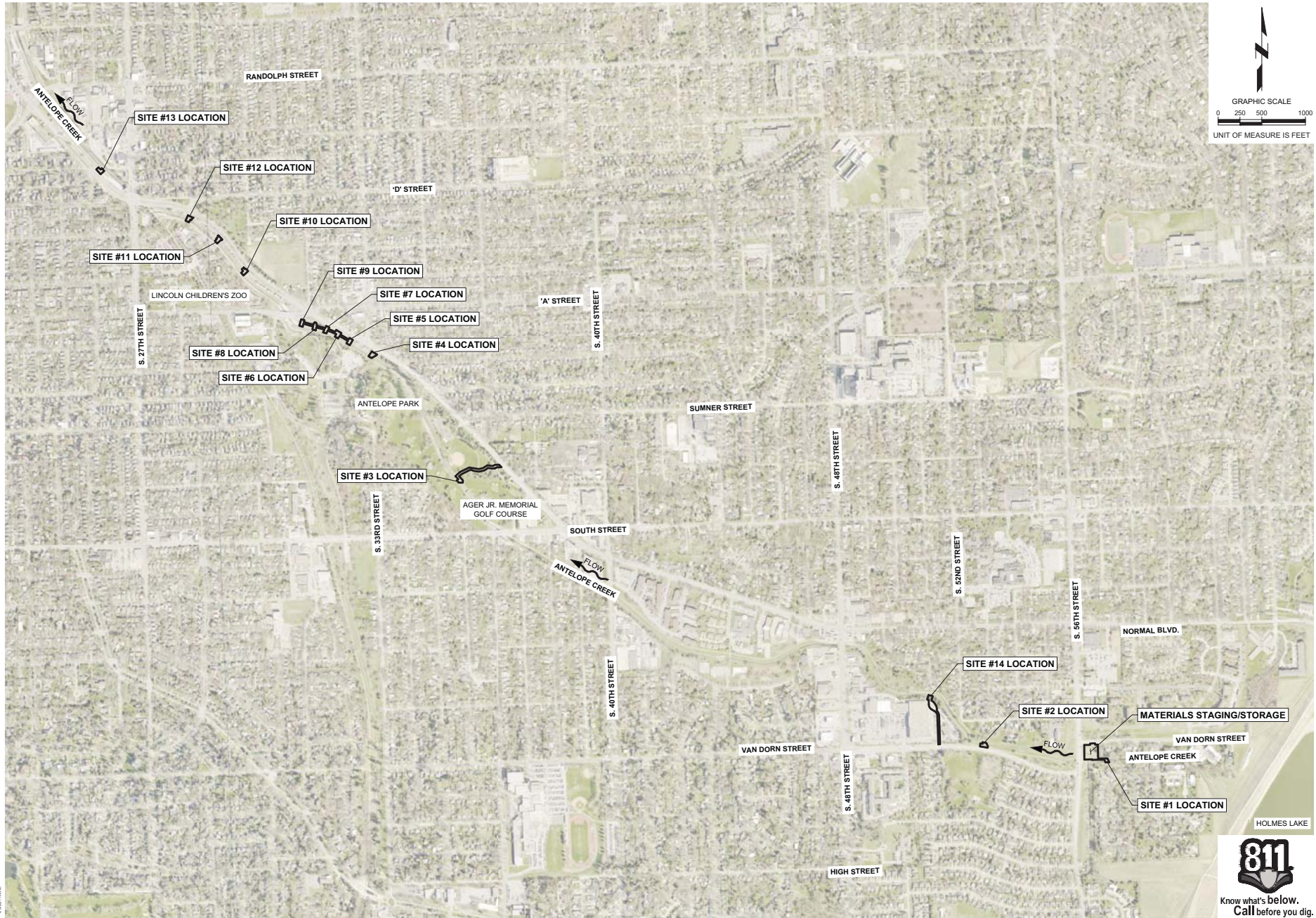
COVER SHEET



PROJECT NO: 201376.00
DATE: 8/19/2021
DRAWN BY: EJOTW
FILE NAME: S-201376.00.dwg
FIELD BOOK: Lincoln Office Misc-#4
FIELD DRAW:
SURVEY FILE NO.: NHFF
SV-201376.00.dwg
PLAN NAME: JUSJ020
DATE: 01/19/2021
% PERCENT REVIEW: 100%
DATE: 04/09/2021
% PERCENT REVIEW: 100%
DATE: 08/18/2021
REVISIONS:

C0.1





**ANTELOPE CREEK PIPE REPLACEMENT
IN LINCOLN, NEBRASKA
FOR LOWER PLATTE SOUTH NRD**

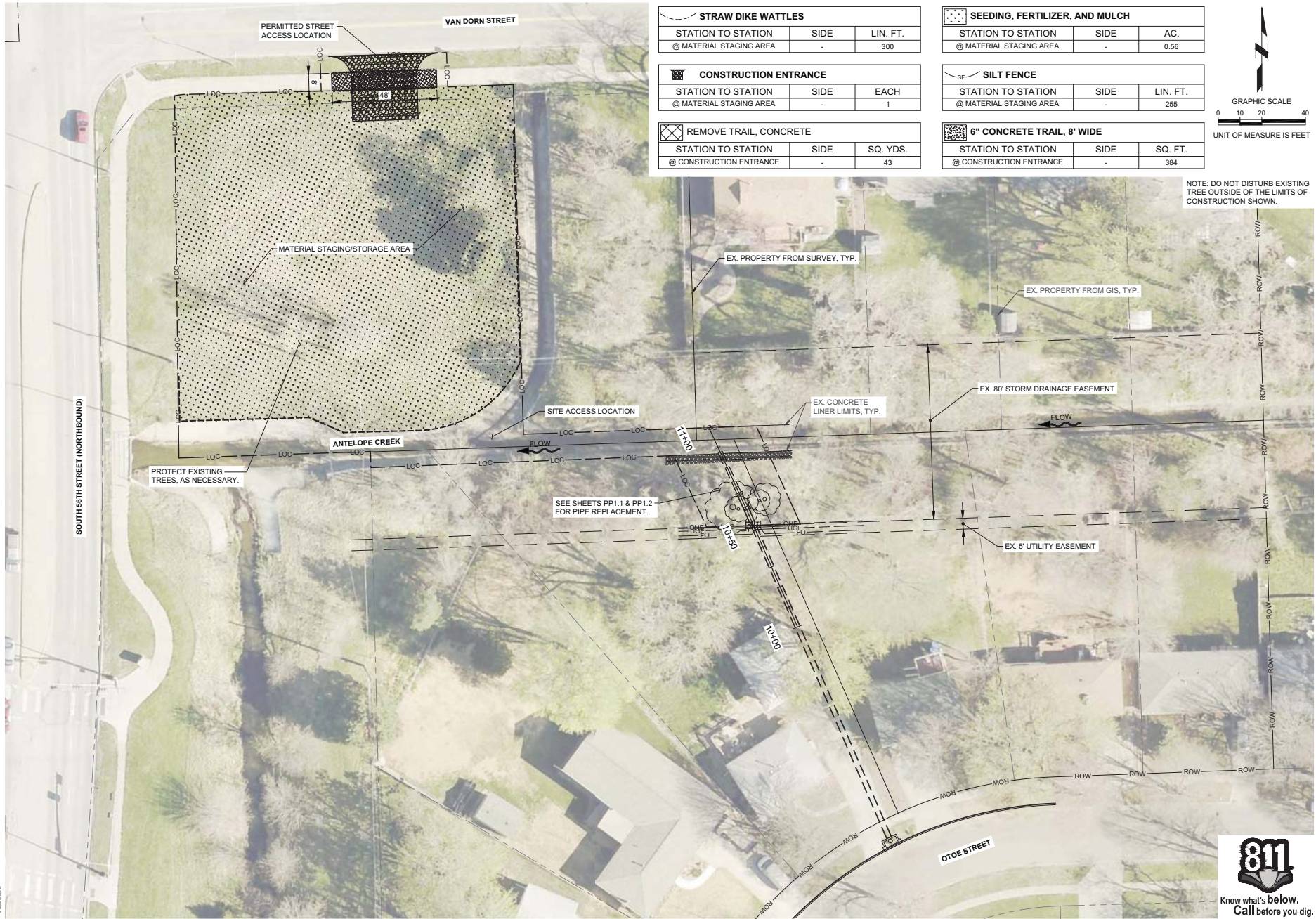
VICINITY MAP



PROJECT NO.	201376.00
DATE	8/19/2021
DRAWN BY	EJOTW
FILE NAME	S-201376.00.dwg
FIELD BOOK	Lincoln Office Misc #4
FIELD CREW	NHEF
SURVEY FILE NO.	SV-201376.00.dwg
PLAN NUMBER	JUL20
DATE	07/16/2021
70 PERCENT REVIEW	DATE: 04/09/2021
DATE	
95 PERCENT REVIEW	DATE: 08/18/2021
DATE	
REVISIONS	



C0.3



STRAW DIKE WATTLES		
STATION TO STATION	SIDE	LIN. FT.
@ MATERIAL STAGING AREA	-	300

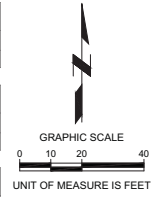
CONSTRUCTION ENTRANCE		
STATION TO STATION	SIDE	EACH
@ MATERIAL STAGING AREA	-	1

REMOVE TRAIL, CONCRETE		
STATION TO STATION	SIDE	SQ. YDS.
@ CONSTRUCTION ENTRANCE	-	43

SEEDING, FERTILIZER, AND MULCH		
STATION TO STATION	SIDE	AC.
@ MATERIAL STAGING AREA	-	0.56

SILT FENCE		
STATION TO STATION	SIDE	LIN. FT.
@ MATERIAL STAGING AREA	-	255

6" CONCRETE TRAIL, 8' WIDE		
STATION TO STATION	SIDE	SQ. FT.
@ CONSTRUCTION ENTRANCE	-	384



NOTE: DO NOT DISTURB EXISTING TREE OUTSIDE OF THE LIMITS OF CONSTRUCTION SHOWN.



ANTELOPE CREEK PIPE REPLACEMENT
IN LINCOLN, NEBRASKA
FOR LOWER PLATTE SOUTH NRD

SITE #1
SITE ACCESS PLAN



PROJECT NO.	201376.00
DATE	8/19/2021
DRAWN BY	EJOTW
FILE NAME	S-201376.00.dwg
FIELD BOOK	Lincoln Office Misc #4
FIELD CREW	NHEF
SURVEY FILE NO.	SV-201376.00.dwg
PLAN NUMBER	001
DATE	07/20/21
75 PERCENT REVIEW	04/09/2021
100 PERCENT REVIEW	08/18/2021
REVISIONS	



C1.1

**ANTELOPE CREEK PIPE REPLACEMENT
IN LINCOLN, NEBRASKA
FOR LOWER PLATTE SOUTH NRD
SITE #1**

REMOVE STORM SEWER STRUCTURE, R.C. COLLAR

STATION	SIDE	EACH / SIZE
10+66	-	1 (24" RCP)

REMOVE TREE

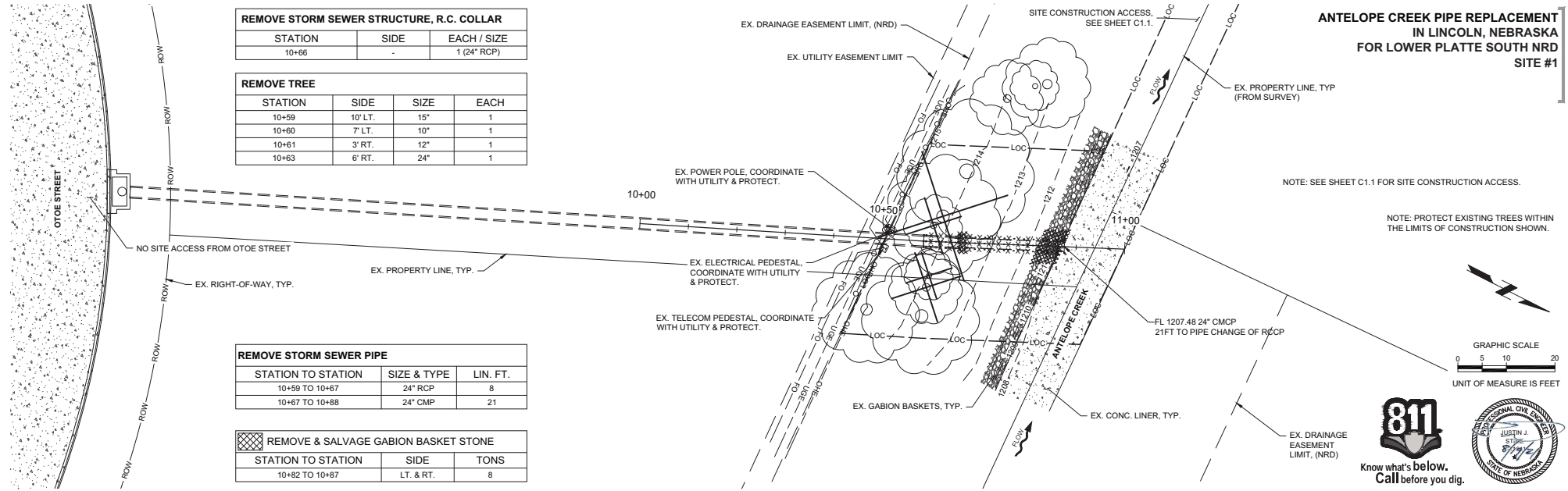
STATION	SIDE	SIZE	EACH
10+59	10' LT.	15"	1
10+60	7' LT.	10"	1
10+61	3' RT.	12"	1
10+63	6' RT.	24"	1

REMOVE STORM SEWER PIPE

STATION TO STATION	SIZE & TYPE	LIN. FT.
10+59 TO 10+67	24" RCP	8
10+67 TO 10+88	24" CMP	21

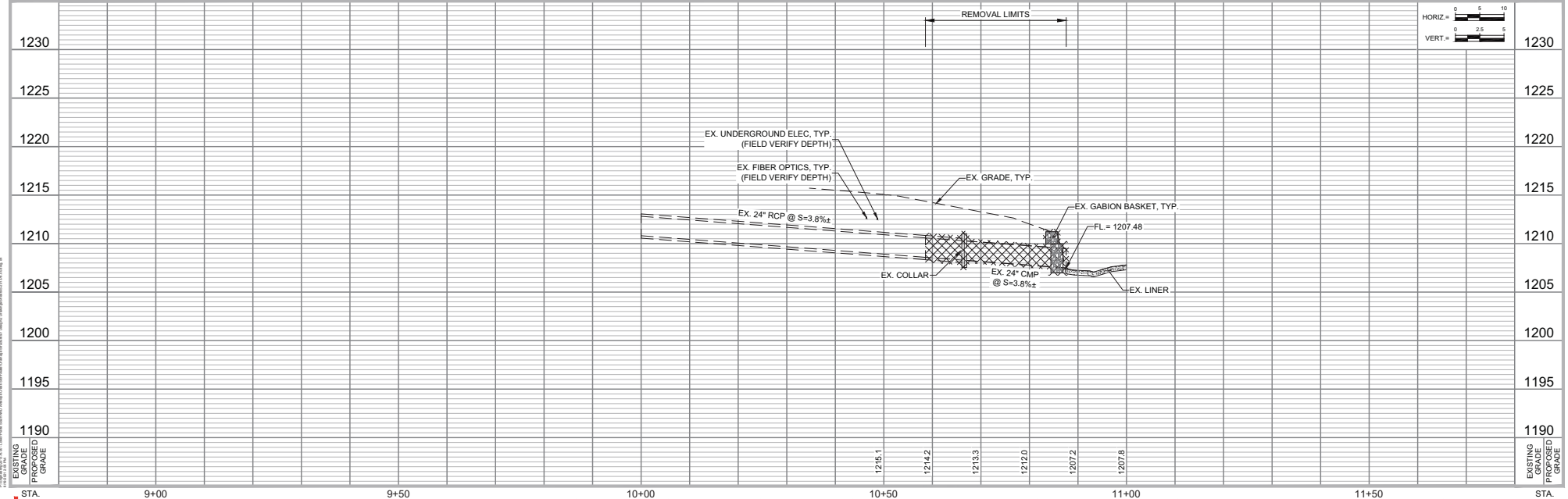
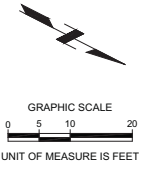
REMOVE & SALVAGE GABION BASKET STONE

STATION TO STATION	SIDE	TONS
10+82 TO 10+87	LT. & RT.	8



NOTE: SEE SHEET C1.1 FOR SITE CONSTRUCTION ACCESS.

NOTE: PROTECT EXISTING TREES WITHIN THE LIMITS OF CONSTRUCTION SHOWN.



STA.	9+00	9+50	10+00	10+50	11+00	11+50	STA.
EXISTING GRADE							
PROPOSED GRADE							

JEO CONSULTING GROUP

REVISION: FIELD BOOK Lincoln Office Misc.#4
 FIELD CREW: NHEF
 REVIEW BY: JJS
 REVIEW DATE: 08/19/2021
 DRAWN BY: EJO/TW
 DATE: 8/19/2021
 PROJECT NO: 201376.00
 FILE NAME: S-201376.00.dwg

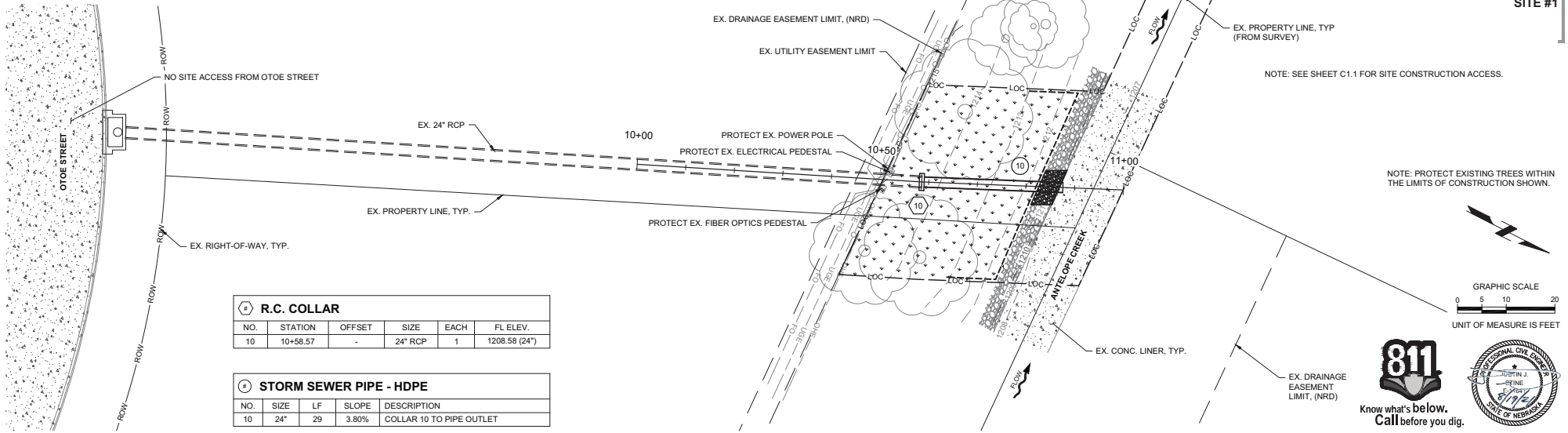
PLAN & PROFILE - SITE #1 - EXISTING **PP1.1**

**ANTELOPE CREEK PIPE REPLACEMENT
IN LINCOLN, NEBRASKA
FOR LOWER PLATTE SOUTH NRD
SITE #1**

GABION BASKET, 30" x 30"		
STATION TO STATION	SIDE	TONS
10+82 TO 10+87	LT. & RT.	8

STRAW DIKE WATTLES		
STATION TO STATION	SIDE	LIN. FT.
10+65 TO 10+90	LT. & RT.	62

SEEDING, FERTILIZER, AND MULCH		
STATION TO STATION	SIDE	AC.
10+40 TO 10+90	LT. & RT.	0.03



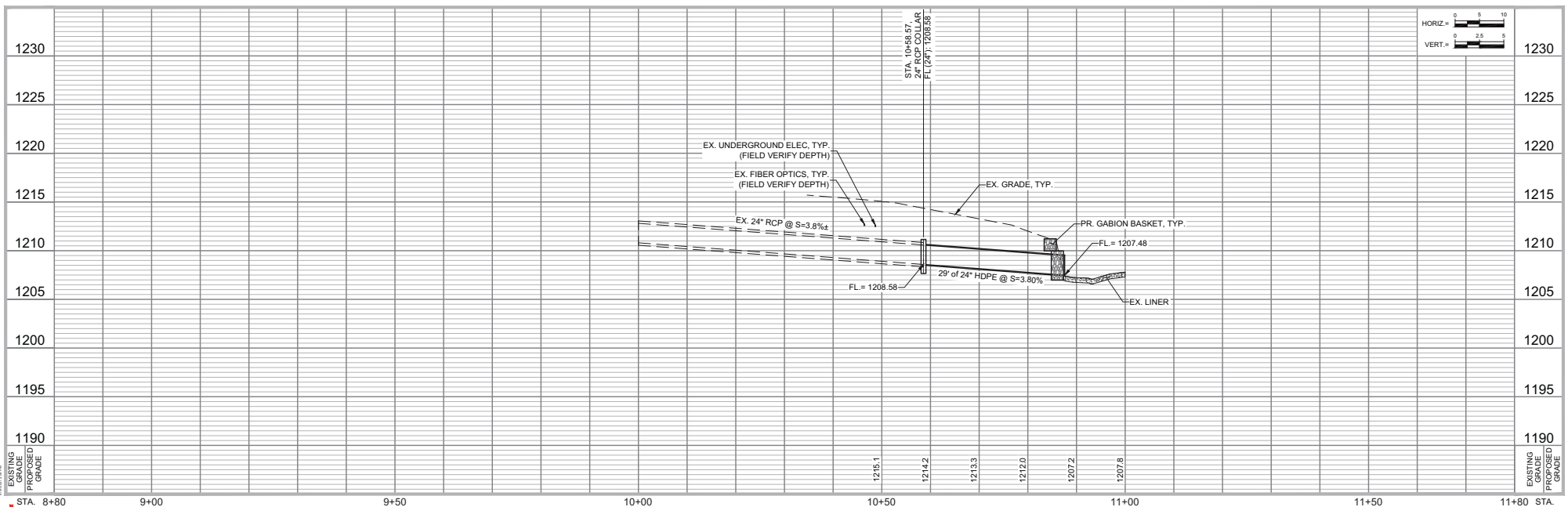
R.C. COLLAR					
NO.	STATION	OFFSET	SIZE	EACH	FL ELEV.
10	10+58.57	-	24\"/>		

STORM SEWER PIPE - HDPE				
NO.	SIZE	LF	SLOPE	DESCRIPTION
10	24\"/>			

NOTE: SEE SHEET C.1.1 FOR SITE CONSTRUCTION ACCESS.

NOTE: PROTECT EXISTING TREES WITHIN THE LIMITS OF CONSTRUCTION SHOWN.

GRAPHIC SCALE
0 5 10 20
UNIT OF MEASURE IS FEET



STA. 8+80	9+00	9+50	10+00	10+50	11+00	11+50	11+80	STA.
REVISION		REVISION	REVISION	REVISION	REVISION	REVISION	REVISION	REVISION
JEO CONSULTING GROUP		FIELD BOOK Lincoln Office Misc.#4	FIELD CREW NHEF	REVIEW BY JJS	REVIEW DATE 08/19/2021	DRAWN BY EJO/TW	DATE 8/19/2021	PROJECT NO. 201376.00
						FILE NAME S-201376.00.dwg	PLAN & PROFILE - SITE #1 - PROPOSED	
								PP1.2



September 9, 2021

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

Re: ***Bid Recommendation***
Antelope Creek Pipe Replacement
JEO Project No. 201376.00

Dear Mr. Zillig and Board Members:

On September 9, 2021, JEO Consulting Group, representing the NRD, received two (2) bids for the Antelope Creek Pipe Replacement project. Enclosed is a copy of the Bid Tabulation sheet that lists all bidders and their submitted prices.

The low bidder, MC Wells Contracting, from Omaha, NE submitted a total **Base Bid** of **\$593,367.00**. They shall commence work on approximately October 18, 2021 and will be completed by June 1, 2022.

The total price is above the Engineer's Opinion of Cost. There are likely many factors, including the volatility of the market, surplus of available work, and shortage of available workers, that affected the number of received bids and the total prices. The proposed work is necessary to replace aging and failing infrastructure and delaying the project would induce some level of risk, without any certainty of lower prices in the future.

JEO recommends that the NRD award the project to MC Wells Contracting at the **Base Bid** price of **\$593,367.00**.

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

Sincerely,

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

Ross E. Lawrence, PE, CFM
Project Manager

Enclosure
- Bid Tabulation



Bid Tab

PROJECT | Antelope Creek Pipe Replacement for Lower Platte South Natural Resources District

JEO PROJECT NO. | 201376.00

LOCATION | Lincoln, Nebraska

LETTING | 09/09/2021 11:30 AM CDT

Bidder	Total Base Bid	Start Date
MC Wells Contracting, LLC Omaha, NE	\$593,367.00	October 18, 2021
High Plains Enterprises, Inc. Martell, NE	\$604,099.50	December 1, 2021



Antelope Creek - 40th Street to Scott Avenue Repair Project

C.





September 7, 2021

Mr. Al Langdale
Lower Platte South NRD
3125 Portia Street
Lincoln, NE 68521

Re: Antelope Creek 40th Street to Scott Avenue
Olsson Project No. 015-1619

Dear Mr. Langdale,

The purpose of this letter is to request an amendment to the above referenced project for additional funds to complete the final design and for construction phase services. At this time Olsson is requesting a total of \$297,615 for professional services required to take project to completion.

Currently the project is in the process of completing the USACE 404 permit, which has taken longer and involved more hours of effort than anticipated. The original contract scope in 2015 was \$81,860, and the Amendment #1 scope in 2017 was \$136,500, totaling \$218,360. The 60% design was completed in the Spring of 2019. The permitting process was challenging for both the LPSNRD and Olsson with completion anticipated in the Fall of 2021.

When the USACE permitting is obtained, the design work will commence and take the 60% design to final completion. The existing scope outlined in Amendment #1 will be followed through project bidding. Costs associated with the extensive USACE permitting, combined with increased labor costs in 2021 compared to 2017, has created a deficiency in available budget to produce the final plan design. Costs to take the 60% plan set to final design and through the bidding phase have been calculated and determined to be \$79,255, with the tasks outlined in the attached Scope of Services.

Thank you for your consideration of our proposal. Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Lightbody", written over a white background.

Dan Lightbody
Olsson

Attachments:
Amendment #2 Scope
Schedule of Fees



LETTER AGREEMENT AMENDMENT #2

Date: September 7, 2021

This AMENDMENT (“Amendment”) shall amend and become a part of the Letter Agreement for Professional Services dated June 22, 2015 between Lower Platte South NRD (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services for the following Project (the “Agreement”):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Antelope Creek 40th Street to Scott Avenue

Project Description: Final Design of Channel and Bank Improvements along Antelope Creek from South 40th Street to Scott Avenue Pedestrian Bridge

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson’s Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Phase 300 - Final Design Services

Task 300001 – Project Management

- Coordination and communication with the Client, including project updates, meeting minutes, and design options
- Meetings with Client will be required throughout the project. Two meetings will be required during the Final Design phase. These meetings will discuss and review final plans to completion.

Task 300002 – Final Geotechnical Analysis

- Utilize the survey data information provided to evaluate the global stability of the modular retaining wall, stability of the stream channel slope and the remedial measures needed to stabilize the slope. The global stability analysis will utilize the boring and laboratory information to interpret soil properties values that can be used in a Geo/Slope W software program. A minimum safety factor of 1.5 will be required. Final recommendations will be made regarding acceptable slope conditions based on the available soil information.
- Recommendations regarding the thickness, moisture, and compaction criteria of any backfill or structural fill

- Discussion of anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required

Task 300003 – Environmental Permitting Applications

Wetland Delineation

Olsson will complete a Wetland Delineation of the project study area, which is defined as approximately 2 acres located in Sections 15 and 16 in Township 10 North, Range 6 East in Lincoln, Lancaster County, Nebraska. Olsson will follow the methods described in the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual (January 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0) (March 2010).

- *Desktop Review.* The first step of the Wetland and Other Water Delineation consists of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5-minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery.
- *Site Visit.* The site visit will be completed by traversing the project study area to identify wetland characteristics including hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland and/or other waters boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Midwest Region Data Forms will be completed. Photographs documenting site conditions, including wetlands and other waters, will be taken.
- *Report.* Upon completion of the site visit, a report documenting the findings of the Wetland Delineation will be prepared detailing the presence or absence of wetlands and other waters within the project study area. The Wetland Delineation Report will include a narrative of how the Wetland Delineation was conducted and a summary of the results of the Wetland Delineation. Figures documenting information gathered during the desktop review and figures showing wetland and other waters boundaries, sample point locations, and photo point locations will be included along with a photo log documenting conditions at the time of the site visit.

Stream Assessment

Olsson will complete a stream assessment for the project study area, which is defined as approximately 2 acres located in Sections 15 and 16 in Township 10 North, Range 6 East in Lincoln, Lancaster County, Nebraska. Olsson will follow the methodology established by the U.S. Army Corps of Engineers (USACE) Nebraska Stream Condition Assessment Procedure (NeSCAP; USACE 2016).

- *Site Visit.* A site visit will be completed by qualified Olsson biologists concurrently at the time of the Wetland Delineation. Information regarding the existing conditions of the stream channel and riparian area will be collected based upon criteria and variables

outlined in the NeSCAP methodology. Olsson anticipates that the study area and stream channel in question will require one independent riparian reach requiring assessment. Riparian reaches will be identified with GPS and documented with photographs. Olsson biologists will also estimate the post-project future conditions of each riparian reach evaluated using the proposed project design and assign scores for each NeSCAP variable accordingly.

- *Report.* Upon completion of the site visit, a report documenting the findings of the stream assessment will be prepared detailing the pre-construction and anticipated post-construction condition of each riparian reach. The NeSCAP Report will include a narrative of how the assessment was completed and an overall summary of the pre-construction conditions and post-construction conditions for each riparian reach. Comparisons of the pre- and post-construction condition scores will be included in the NeSCAP calcbook. A discussion regarding the need for mitigation based on the NeSCAP calcbook results will be included. A photo log and figures showing the site and the location of each riparian reach will be included.

Wetland Mitigation Design

The Mitigation Design Plan will illustrate the proposed location, size, and general features of any mitigation features or measures for impacts to wetlands and other waters. This plan will include Items A through J of the USACE Guidelines on Conceptual Mitigation Plans, such as conceptual drawings, planting plans, seed mixes, construction schedule, construction observation plans, long term maintenance plans, proposed provisions for placing deed restrictions, granting to an agency, or otherwise protecting the mitigation wetlands in perpetuity. The Mitigation Design Plan will include the 12-Components of Mitigation document required by the Corps as well as a plan set showing grading requirements and other necessary construction activities. Mitigation monitoring site visits will need to be amended post USACE approval of Final Mitigation Plan. Olsson assumes up to two meetings with USACE-Omaha to discuss mitigation site and design.

CLIENT WILL PROVIDE:

1. Project Description
2. Location Information
3. Arrange access to the project study area

ITEMS NOT INCLUDED IN SCOPE:

1. Jurisdictional Determination Request
2. Individual Section 404 Permit Application
3. Section 404 Pre-Construction Notification Application
4. Site Visits or Meetings with USACE
5. Bald and Golden Eagle Nest Surveys
6. Agency Requested Threatened and Endangered Species-Specific Survey
7. Agency Requested Historic or Cultural Resource Surveys
8. Wetland Mitigation Monitoring Services

If additional services are necessary in the future, Olsson will provide a revised scope and fee for these services.

Task 300004 – Final Design and Construction Documents

- A Final design kickoff will be held between Olsson and the Lower Platte South NRD for open comments to develop an approved 60% design
- The final design will be based upon the approved 60% design presented and discussed to the Client. Final design will include detailed plans for horizontal and vertical control, grading, and erosion control.
- Prepare final H&H model for no-rise condition
 - The approved regulatory model will be obtained, cross sections will be modified based upon design, and results will be submitted with the City of Lincoln floodplain development permit
 - This project scope and associated fees do not include NeDNR permitting and / or if modeling is required, an additional fee will be negotiated under an amendment to this Agreement
- Submit one (1) 100% Final Plans to Client for the selected design improvement
- Develop one (1) Opinion of Probable Costs associated with construction costs for the selected design improvement
- Prepare technical specifications based on engineer's standard specifications
- Design temporary erosion control measures where needed to minimize sediment migration into Antelope Creek. The total disturbed area is anticipated to be greater than 1 acre, so a Stormwater Pollution Prevention Plan (SWPPP) will be prepared in accordance with the National Pollutant Discharge Elimination System (NPDES) Permit that will be submitted for this project.
- Prepare and submit a City of Lincoln floodplain development permit
- A formal in-house quality control review will be made at the 95% completion level. The review will include verification of compliance with design parameters, and regulatory agency standards.

Task 300005 – Construction Easements

- Plat research will be completed for establishment of construction easements. For each property affected by the easement, a metes and bounds map and description will be prepared. Fees are based upon an estimated four (4) property easements that need to be prepared. If additional sites are needed, an additional fee may be required and will be negotiated under an amendment to the Agreement.

- It is assumed that a site survey will not be required, and all information can be obtained from city plat maps. If a field survey is required to complete the metes and bounds descriptions, an additional fee will be negotiated under an amendment to the Agreement.

Task 300006 – Bidding Services

After acceptance by Owner of the final drawings and specifications, bidding-related documents will be prepared upon Owner's authorization.

- Olsson will prepare the appropriate bid documents and specifications for the project. Construction of all the proposed measures for the project will be bid as one project in one bid package. If more than one bid package is necessary, then an additional fee will be negotiated to prepare a second set of documents.
- Prepare bid advertisements and administer the plan distribution and bidding process. The Client will be responsible for advertising costs.
- Schedule and run the bidding process including bid meetings, documenting the contractor selection process, and working with the Client and the selected contractor to prepare contract documents for construction of the proposed measures

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: November 1, 2021
Anticipated Completion Date: April 1, 2022

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services on an hourly cost basis, times a factor of 3.085 for services rendered by our principals and employees engaged directly on the Project, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Amendment. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of the invoice date.

If applicable: Olsson's Scope of Services will be provided on a time and expense basis not to exceed Seventy-Nine Thousand, Two Hundred and Fifty-Five dollars (\$79,255.00).

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment #2 satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____ By _____
Dan Lightbody, PE Brian Osborn

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

By _____
Signature

Printed Name _____

Title _____

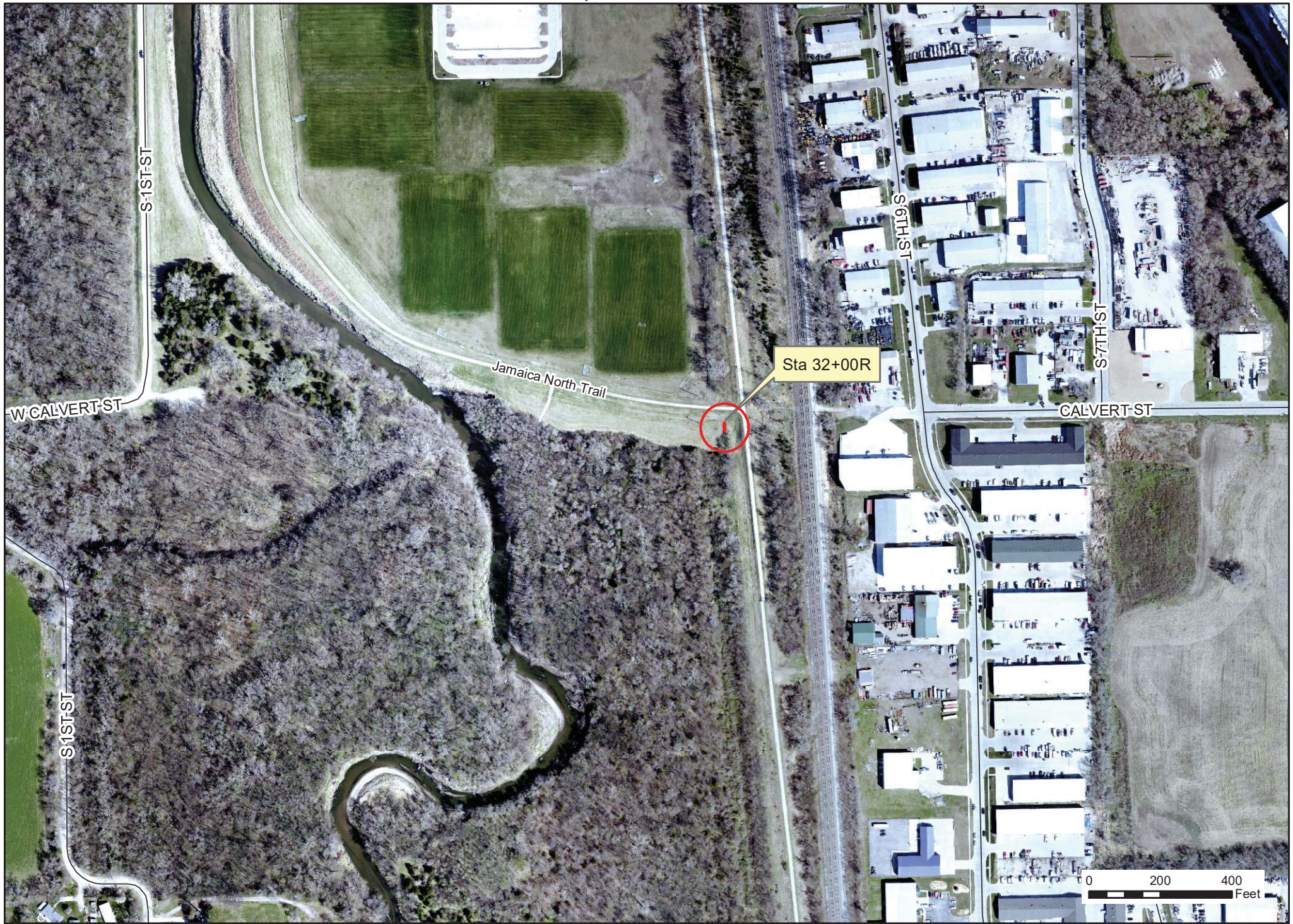
Dated: _____

Date: Job:		Antelope Creek 40th to Scott Amendment 2																				LABOR HOURS											EXPENSES											TOTALS			
Phase/ Task	Description of Work	Principal & QA/QC	Project Manager	Design Associate	Assistant Engineer	Associate Engineer	Project Engineer	Senior Engineer	Project Scientist	Technician	Drill Crew and Rig	Construction Services	Cultural Res. Sub	Travel, mile (Car)	Travel, mile (Surv Vehicle)	Meals	Prints, each	Copies, each	GPS	Title Search	Hrs Comp	Misc	Total Man-Days	Total Labor Fee	Total Expense Fee	Total Fee																					
Phase 300 Amendment 2		\$277.74	\$160.00	\$110.00	\$135.00	\$120.00	\$135.00	\$280.00	\$110.00	\$80.00	\$435.00	\$100.00	\$1.00	\$0.56	\$0.75	\$1.00	\$1.05	\$0.15	\$300.00	\$1.00	\$1.00	\$1.00																									
Project Management																																															
Task 001	WTRS - Project Management		20.00			40.00																	7.50	8000.00	0.00	8000.00																					
Task 100 Total		0.00	20.00	0.00	0.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00														\$ 8,000																					
Geotechnical Services																																															
Task 002	Geotechnical Analysis	10.00			30.00		20.00																7.50	9527.42	0.00	9527.42																					
Phase 200 Total		10.00	0.00	0.00	30.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00														\$ 9,527																					
Environmental																																															
Task 003	Wetland Delineation								45.00														5.63	4950.00	0.00	4950.00																					
	Stream Assessment								63.00														7.88	\$ 6,930	\$ -	\$ 6,930																					
	Mitigation Design						15.00		32.00	45.00													11.50	\$ 9,145	\$ -	\$ 9,145																					
Phase 300 Total		0.00	0.00	0.00	0.00	0.00	15.00	0.00	140.00	45.00	0.00	0.00														\$ 21,025																					
Final Plans																																															
Task 004	Final Design	10.00		65.00			20.00																11.88	12627.42	0.00	12627.42																					
	Specifications				15.00		25.00																5.00	\$ 5,400	\$ -	\$ 5,400																					
	H&H					25.00																	3.13	\$ 3,000	\$ -	\$ 3,000																					
	Floodplain Permit				10.00																		1.25	\$ 1,350	\$ -	\$ 1,350																					
Phase 400 Total		10.00	0.00	65.00	25.00	25.00	45.00	0.00	0.00	0.00	0.00	0.00											-	\$ -	\$ -	\$ 22,377																					
Construction Easements																																															
Task 005	Construction Easements							25.00		40.00													8.13	10200.00	0.00	10200.00																					
Phase 500 Total		0.00	0.00	0.00	0.00	0.00	0.00	25.00	0.00	40.00	0.00	0.00														\$ 10,200																					
Bidding Services																																															
Task 006	Bidding Services			25.00			25.00			25.00													9.38	\$ 8,125	\$ -	\$ 8,125																					
Phase 600 Total		0.00	0.00	25.00	0.00	0.00	25.00	0.00	0.00	25.00	0.00	0.00											-	\$ -	\$ -	\$ 8,125																					
GRAND TOTAL		20.0	20.0	90.0	55.0	65.0	105.0	25.0	140.0	110.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	78.78	\$ 79,255	\$ -	\$ 79,255																					



Salt Creek Levee - Pipe Abandonment at STA 32+00R

D.





D.

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

THIS IS AN AGREEMENT effective as of September 8, 2021 ("Effective Date") between Lower Platte South Natural Resources District ("Owner") and JEO Consulting Group, Inc. ("Engineer").

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

18" Pipe Abandonment at STA 31+00R ("Project").

JEO Project Number: 211458.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

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

2.01 Owner Responsibilities

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

ARTICLE 3 - COMPENSATION

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: \$21,010
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions


4.02 Total Agreement

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

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

Owner: Lower Platte South NRD

Engineer: JEO Consulting Group, Inc.



By: _____

By: Ross Lawrence

Title: _____

Title: Project Manager

Date Signed: _____

Date Signed: 09-08-2021

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc.

1937 N Chestnut Street

Wahoo, NE 68066

Scope of Services
Lower Platte South NRD – 18” Pipe Abandonment at STA 31+00R
JEO Project No. 211458.00

Project Understanding:

JEO proposes to provide engineering services to assist the Lower Platte South NRD (Owner) with design, permitting, and construction services for removal or proper decommission/abandonment of one (1) existing stormwater drainage structure along Salt Creek near Calvert Street in Lincoln, NE. The existing structure consists of an approximately 10 foot long 18” concrete pipe that drains into a 78” concrete stormwater drainage structure. The existing 18” stormwater pipe is an unauthorized encroachment in the 2020 U.S. Army Corps of Engineers (USACE) Continuing Eligibility Inspection (CEI) and is included in the System Wide Improvement Framework (SWIF) for resolution. The existing 78” stormwater pipe is also an unauthorized encroachment, included in the SWIF. The 78” stormwater pipe will remain in service. Also in this area, a sanitary sewer improvement project was previously completed, with USACE approval, but the O&M Manual has not been updated. Once the 18” stormwater pipe is removed or abandoned, as-built drawings will be compiled that properly document the alteration, the 78” stormwater pipe, and the sanitary sewer improvements (in the vicinity) and an O&M Manual Addendum will be prepared and submitted to the NRD and ultimately USACE for review/approval and resolution of the SWIF items in this area.

The attached map shows the structure location. Design drawings and specifications will be sealed and signed by a professional engineer and associated permits will be obtained. JEO has existing topographic data from previous system-wide projects that will be utilized to save the District time and money. The existing data will be reviewed against current site conditions and supplemented with limited topographic survey necessary for the project.

Scope of Services:

JEO proposes to provide the following Scope of Services

Task 1 – Project Management, Survey, and Design

1.1 – 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
- Attend one meeting with the Owner, Lincoln Watershed Management, and Lancaster County staff to review the proposed project and obtain concurrence on the intended design

1.2 – Topographic Survey

- Supplement previously collected survey information with limited topographic field survey to collect elevation and location of the landscape and drainage feature data necessary to design improvements and develop construction quantities
- Request a utility locate and survey underground utilities that are marked in the field by others

1.3 – Design

- Delineate drainage area and determine alternate proposed overland sheet flow path
- Prepare engineering design drawings. Drawings are anticipated to include:
 - o Topographic survey information
 - o Existing site plan
 - o Pipe plan and profile
 - o Survey control
 - o Details and typical cross sections
- Develop conceptual design layout for review with Owner, Lincoln Watershed Management, and Lancaster County
- Develop 60% design drawings and opinion of cost
- Submit 60% design documents to owner for review and meet with Owner's representative at the project site to review 60% draft design documents
- Incorporate 60% review comments into development of 95% design drawings, specifications complete with bidding and contract documents and opinion of cost
- Submit 95% design documents to owner for review
- Incorporate 95% review comments and internal QA/QC into development of final documents (drawings, specifications, opinion of cost, and contract documents) signed and sealed by a professional engineer registered in the State of Nebraska.

Meetings:

- Attend one (1) concept design meeting with Owner and stakeholders
- Attend one (1) plan in hand site meeting to review 60% design documents

Task Deliverables:

- Project schedule
- Project invoices
- Meeting support material
- Draft (concept) design layout
- Draft (60%) design drawings and cost opinion
- Draft (95%) design drawings, specifications, and cost opinion
- Final design drawings, specifications, and cost opinion

Key Understandings/Assumptions:

- Project invoices will be provided monthly
- Geotechnical exploration/testing is not included

Exhibit A

- Modifications to City of Lincoln owned facilities will be limited to the decommission/abandonment of the 18" stormwater pipe
- Design, specifications, and bid documents will be for one bid package

Task 2 – Permitting

2.1 – Floodplain

- 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
- A portion of the project improvements may be within a regulatory floodway and, if so, will require a 'no-rise certification'

Meetings:

- None

Task Deliverables:

- Floodplain development permit application

Key Understandings/Assumptions:

- Owner will be responsible for all permit fees
- It will not be necessary to prepare a hydraulic model to obtain a floodplain permit, proposed fill will be limited to floodplain fringe (non-floodway) areas
- Pipe capacity, flow calculations, and ponding areas are not anticipated to be necessary
- NEPA, if required, will fall under a categorical permission
- Disturbed area will be less than 1.0 acre and therefore National Pollution Elimination System (NPDES) permitting will not be required
- A City of Lincoln Right-of-Way Permit will not be required
- Wetland delineation and 404 permitting is not included

Task 3 – Construction Services

3.1 – 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

3.2 – Construction Administration and Resident Project Representative (RPR)

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

3.3 – Survey Staking

- JEO will provide construction staking to establish reference points and the general layout of the work
- Staking of the proposed improvements will be completed during one trip

3.4 – Post Construction

- JEO will assist the Owner during the 12-month warranty period with questions and coordination with the Contractor for warranty period correction items
- Issue 11-month warranty letter to the Owner and Contractor. Conduct field reviews of the project should a field inspection be necessary.
- Issue a warranty period correction letter to the Contractor for warranty repair items, if necessary

3.5 – Project Closeout and O&M Addendum

- Preparation of as-built plans to accurately record as-constructed locations and elevations of features. As-built plans will be supplemented with or expanded to include the receiving 78” drainage structure (unauthorized levee encroachment) and the recently completed sanitary sewer improvements.
- Compile construction correspondence and documentation
- Preparation of O&M addendum for the pipe abandonment, the existing unauthorized 78” drainage structure, and sanitary sewer improvements
 - o The addendum is intended to cover all pertinent inspections, operations and maintenance procedures for the added or altered features and for other portions of the project that are impacted by these added or altered features. Details of the added or altered features will be summarized and accompanied by the as-built plans and specifications for submittal to USACE.

Exhibit A

Meetings:

- Bid letting
- Pre-construction meeting
- Routine on-site meetings with the Contractor and Owner during construction
- One (1) punch list walk-through with Contractor and Owner
- One (1) final walk-through with the Contractor and Owner when construction is complete
- One (1) post-construction warranty inspection within 12 months of construction completion

Task Deliverables:

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

Key Understandings/Assumptions:

- There will be one bid package
- Assumes RPR and Construction Administration (Task 3.2) will be limited to 18 total hours
- Material testing and coordination, if needed, is the responsibility of the Contractor
- Board meeting attendance and/or progress updates are not included but can be added if desired
- If construction duration exceeds the anticipated schedule or additional oversight is needed, an amendment to the contract may be required and will be coordinated with the Owner

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, Survey, & Design.....	\$12,040
Task 2 – Permitting.....	\$610
Task 3 – Construction Services.....	\$8,360

Project Total \$21,010

Exhibit A

*The Project Fee schedule is an estimate of the fee distribution between tasks. JEO reserves the right to invoice in excess of the individual task amount, provided the total fee does not exceed the project total.

Project Schedule

The design and permitting tasks are expected to take approximately two (2) months upon receipt of Notice to Proceed. The Construction Services tasks are expected to take approximately three (3) months from bidding advertisement. Project duration in excess of the expected timeframes (beyond control of JEO) may require an amendment to the Scope of Services.



18" STORMWATER PIPE LOCATION

PROJECT LOCATION

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

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

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

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

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

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

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

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

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

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

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

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

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

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