



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 11, 2020
To: Urban Subcommittee
From: Jared Nelson, District Engineer
Subject: Urban Subcommittee Meeting Minutes – September 2020

The Urban Subcommittee met at 5:30pm, on Thursday, September 10, 2020. Subcommittee members participating included Mike DeKalb, Karen Amen, Robert Andersen, Tom Green, Milt Schmidt, Anthony Schutz and Ray Stevens. Others participating included NRD staff Paul Zillig, Mike Murren, Al Langdale, Tracy Zayac and Jared Nelson; Cody Gerdes with Great Plains Appraisal; and Ross Laurence with JEO. Director DeKalb called the meeting to order at 5:30pm, gave a brief welcome, and reviewed the agenda. Please find attached supporting information on these items. There were three items the Subcommittee took action on as described below.

(a.) Consideration of Amendment to the UNL/NRD Deadmans Run Flood Reduction Project Agreement. – Paul Zillig described how the University of Nebraska (UNL) is leading the effort to work with a consultant to design 38th St Bridge over Deadmans Run, a “local” project component of the Deadmans Run Flood Reduction Project. He mentioned how the previous agreement was approved with the NRD and UNL, and stipulates that UNL would oversee design and construction of this bridge, and be reimbursed by the NRD for the cost. He told of how the estimated cost used in the agreement (\$1.43M) came from a 2017 USACE preliminary cost estimate, and now that UNL is working with their consultant, the costs have been refined.

Zillig discussed that the estimated cost has now been updated with known design costs, and more accurate construction costs. He referenced the attached proposed amendment which would modify the agreement, to increase the cost to \$2.3M, and extend the completion date set for the 38th St Bridge, to December 31st, 2022. He discussed and responded to DeKalb’s question that the agreement covers only the costs of a comparable bridge meeting current standards, but that UNL will be responsible for any extra betterment costs UNL may want. Zillig responded to Stevens’ questions that the modifications do not change other provisions in the agreement, and the NRD has been working with several representatives which UNL assigned to the project.

It was moved by Andersen, seconded by Stevens, and approved by the Subcommittee (with Schutz abstaining) to recommend that the Board of Directors approve the modification to the UNL-NDR Deadmans Run Flood Reduction Project Agreement, to increase the cost to \$2.3M and extend the completion date to December 31, 2022, pending legal counsel review.

(b.) Consideration of a Professional Services Agreement for the design and bidding assistance for the replacement of fourteen Antelope Creek storm drainage pipes. – Mike Murren described to the Subcommittee how staff, as part of routine inspections of Antelope Creek, identified fourteen (14) storm

drainage pipes which have aged and deteriorated to the point they need replacement. Murren referred to the attached for a map of the locations, generally location along Antelope Creek, downstream of Holmes Lake, from approximately 27th St to 56th St. He discussed how staff grouped the pipes together as one package for design, and has received the attached proposal from JEO for design and bidding services.

DeKalb asked about the condition of pipes and reason for selection, and Murren responded that they are pipes which have soil erosion apparent around them and the pipes are rusted with large holes in them and need to be replaced. Stevens asked if construction of all the pipes would occur at the same time – or what about construction phasing - and what impacts there are to trail locations. Murren responded that staff would work with JEO to group pipes together where it made sense so the NRD may construct groups in phases, and that there only appear to be three locations which impact trails. Director Amen asked and encouraged staff to discuss the pipe replacements near the Lincoln Children’s Zoo with the Zoo and staff will do so. She also asked about the material of the new pipes, and Ross with JEO mentioned that HDPE (High Density Polyurethane Pipe) would likely be used as in past NRD projects.

It was moved by Stevens, seconded by Amen, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the professional services agreement with JEO, for design and bidding services for up to fourteen pipes, for the Antelope Creek Pipe Replacement Project, at a cost not to exceed \$94,490, pending legal counsel review.

(c.) Consider approving the Gapp property and Franklin/Jones property appraisals for the Beal Slough Stream Stabilization Project – 70th to Pine Lake, and authorize staff to negotiate and acquire the necessary easements. – Director DeKalb directed the Subcommittee to move into closed session for this item at the end of the meeting. It was moved and seconded and approved to go into closed session at 6:20pm. Mike Murren, and Codey Gerdes with Great Plains Appraisal discussed the appraisals for the Gapp Property and Franklin/Jones property during closed session with the Subcommittee, for the Beal Slough Stream Stability Project – 70th to Pine Lake. It was moved and seconded and approved to come out of closed session at 6:30pm.

It was moved by Andersen, seconded by DeKalb, and unanimously approved by the Subcommittee to recommend that the Board of Directors accept the appraisals for the Gapp and Franklin/Jones properties for the Beal Slough Stream Stability Project 70th – Pine Lake, and authorize staff to negotiate and acquire the interest in the properties in accordance with Director Mike DeKalb’s guidance.

(d.) Reports. – Staff gave brief reports on status on the following projects:

- Deadmans Run Flood Reduction Project
- Salt Creek Levee USACE PL84-99 Repair Project
- Salt Creek Floodplain Resiliency Study
- South Salt Creek #4
- Antelope Creek, 40th to Scott Ave
- Oak Creek Weir at 14th St
- Charleston St Pipe Repair

There being no further business the meeting adjourned at approximately 6:35 pm.

JN/jn

Enclosures;

SEE MODIFICATIONS
ON PAGE 2

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

This Agreement is entered into effective the 4th 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 33rd 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 38th Street crosses Deadmans Run is currently owned and maintained by UNL (the 38th Street Bridge). The Corps estimated cost to replace and enlarge the 38th 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 38th 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.

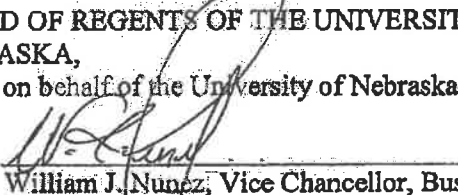
15. **Nondiscrimination.** NRD agrees that neither it nor any of its contractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, 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.

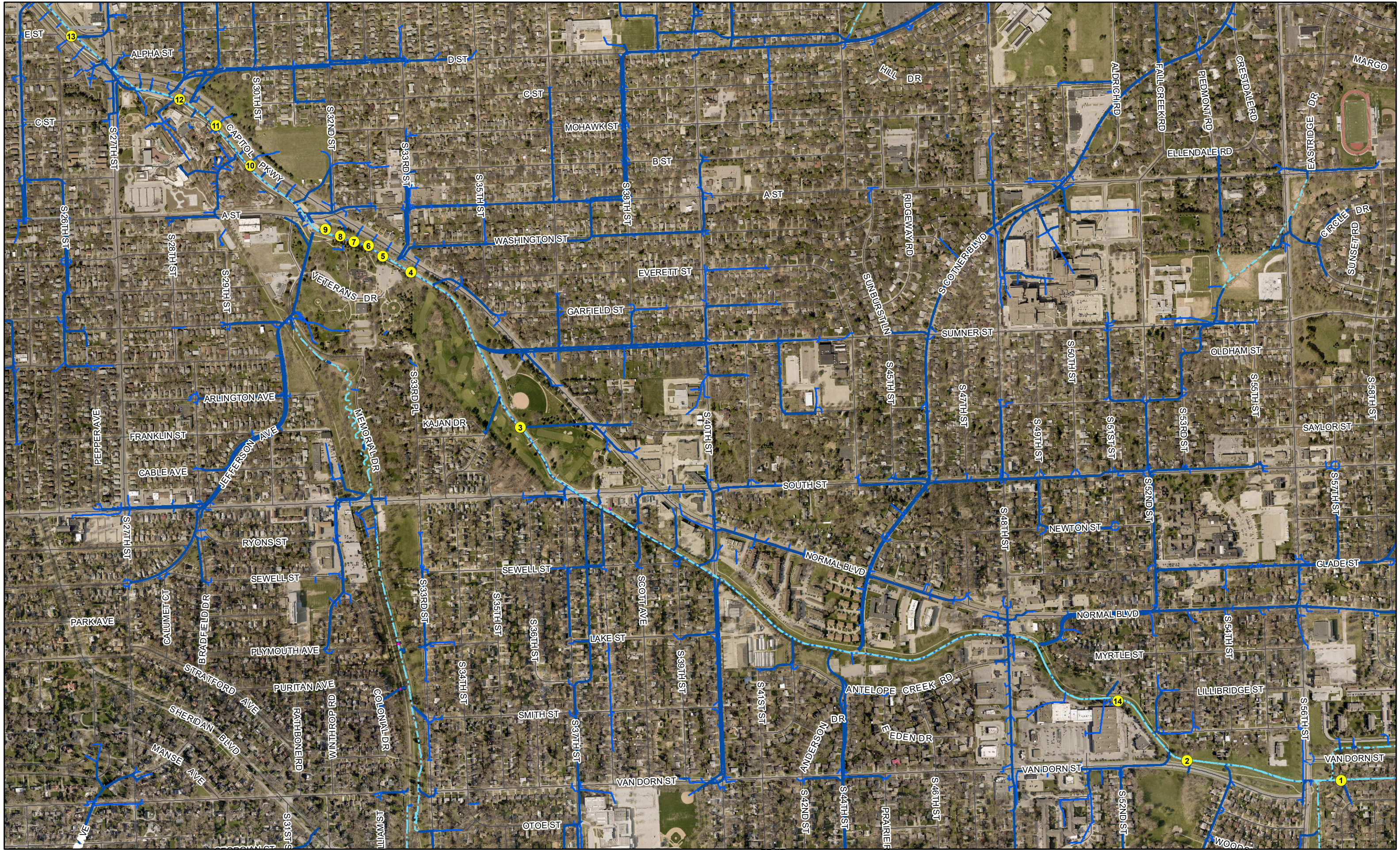
LOWER PLATTE SOUTH NATURAL RESOURCES
DISTRICT,
BY: 
Paul Zillig, General Manager

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



Antelope Creek Pipe Replacement Locations

B.





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

THIS IS AN AGREEMENT effective as of September 9, 2020 ("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 Pipe Replacement ("Project").

JEO Project Number: 201376.00

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: \$94,490
- 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 _____

By: _____

Title: _____


Date Signed: _____

Address for giving notices:

Engineer:

_____ JEO Consulting Group, Inc. _____

By: _____ Ross Lawrence _____

Title: _____ Project Manager  _____

Date Signed: _____ 09/09/2020 _____

Address for giving notices:

_____ JEO Consulting Group, Inc. _____
_____ 1937 N Chestnut Street _____
_____ Wahoo, NE 68066 _____

Scope of Services
Lower Platte South NRD – Antelope Creek Pipe Replacement
JEO Project No. 201376.00

Project Understanding:

JEO proposes to provide engineering services to assist the Lower Platte South NRD (Owner) with design and bidding assistance for replacement of fourteen (14) existing storm water drainage structures along Antelope Creek in Lincoln, NE. The existing corrugated metal pipe (CMP) drainage structures have aged and deteriorated to the point they are needing replacement. The attached map shows the structure locations. The CMP structures will be removed to the point of connection to City of Lincoln owned concrete pipe sections and replaced with high-density polyethylene (HDPE) pipe or with polycoated CMP pipe. Design drawings and specifications will be sealed and signed by a professional engineer and associated permits will be obtained. It is understood that the NRD intends to construct the improvements under one construction contract (one bid package, with separate bid groups). Construction services are not included in this Scope of Services and can be added 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
- Attend up to one (1) NRD board meeting
- Communicate with Owner’s representative to collaborate and collect data and key input, outside of formal meetings

Meetings:

- One (1) NRD board meeting

Task Deliverables:

- Project schedule
- Project invoices
- Meeting support material

Key Understandings/Assumptions:

- The Owner will provide a dedicated project lead point of contact for project communication
- Project invoices will be provided monthly
- Project duration is expected to be six (6) months. Project duration in excess of 6 months (beyond control of JEO) may require an amendment to the Scope of Services.

2 – Survey

- Perform topographic field survey of the 14 project sites to collect elevation and location of the landscape and drainage feature data necessary to design improvements and develop construction quantities
 - o See attached map for general survey limits
 - o When possible, survey will include tape measurement to visible elbow(s), deflections in pipe direction, and changes in pipe material
 - o Review survey results with Owner to determine if televised (TV) inspections are desired and identify which pipes are proposed for TV inspection
- Request a utility locate and survey underground utilities that are marked in the field by others
- Research and survey property corners and/or easements necessary to identify right-of-way (ROW) at Pipe #1, Pipe #2, and Pipe #14. All other pipes are on City of Lincoln owned property and within the existing NRD access and maintenance agreement. Property research will not be conducted at locations not indicated above.
- Prepare easement exhibit and description for one (1) temporary construction easement at Pipe #14

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
- One (1) temporary construction easement exhibit and description

Key Understandings/Assumptions:

- Easement research and/or ROW determination is limited to only Pipe #1, Pipe #2, and Pipe #14
- Temporary easement preparation is limited to only Pipe #14
- If property impacts are identified during the design phase that may require additional property boundary investigation, JEO will discuss with the Owner prior to proceeding
- Pipe televised (TV) inspections are not included. If determined necessary, these services can be negotiated.

3 – Permitting

3.1 – 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
- The project improvements are within a regulatory floodway and will require a 'no-rise certification'

3.2 – City of Lincoln ROW

- JEO will facilitate the City ROW permitting process, according to the Right-of-Way Procedures Manual
- ROW application and supporting documents will be submitted through the City Citizen Access online portal

Meetings:

- None

Task Deliverables:

- Floodplain development permit package (combined) for all sites
- City ROW permit (combined) for all sites

Key Understandings/Assumptions:

- It will not be necessary to prepare a hydraulic model to obtain a floodplain permit
- It will not be necessary to conduct flow calculations, capacity analysis, and delineate ponding areas
- ROW permitting services do not include the construction phase. The construction phase tasks (e.g. site visits) will be included in a future amendment.
- If at a later date the project is broken into separate construction projects, a second City ROW permit may be required. The scope and fee have been developed assuming the ROW permit will cover all 14 sites.
- It is anticipated that all project activity and disturbance will be above the ordinary high-water mark (OHWM) and therefore a USACE Section 404 permit is not required
- If it is determined the proposed project will impact Waters of the U.S. (WOUS), an amendment to the Scope of Services will be necessary to perform a wetland delineation and 404 permitting
- NEPA will not be required
- Disturbed area for each project site will be less than 1.0 acre and therefore National Pollution Elimination System (NPDES) permitting will not be required.

4 – Design

4.1 – 60% Design

- JEO 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 Property lines where surveyed or approximate property lines (from City GIS database)
 - o Demolition plans
 - o Pipe plans and profiles
 - o Details and typical sections
- Design elements are anticipated to include:

Exhibit A

- Stormwater drainage pipes and structures; manholes, inlets, junctions/connections
- Gabion basket removal and replacement
- Concrete trail/sidewalk removal and replacement
- Chain link fence removal and replacement
- Minor grading/earthwork, seeding, and erosion control
- 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

4.2 – 95% Design

- Incorporate 60% review comments and internal QA/QC into development of 95% design drawings
- Develop 95% design drawings, specifications complete with bidding and contract documents and opinion of cost
 - Submit 95% design documents to Owner for review

4.3 – Final Design

- 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:

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

Task Deliverables:

- 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:

- Geotechnical exploration/testing and analysis is not included
- Changes to pipe size or other modifications are not anticipated. Design does not include any flow calculations; pipe capacity, hydrology, hydraulics, etc. If desired, an amendment to this Scope of Services will be necessary.
- Design, specifications, and bid documents will be for one bid package with separate bid groups

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)

Exhibit A

- 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 package for all project sites

Project Fee

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

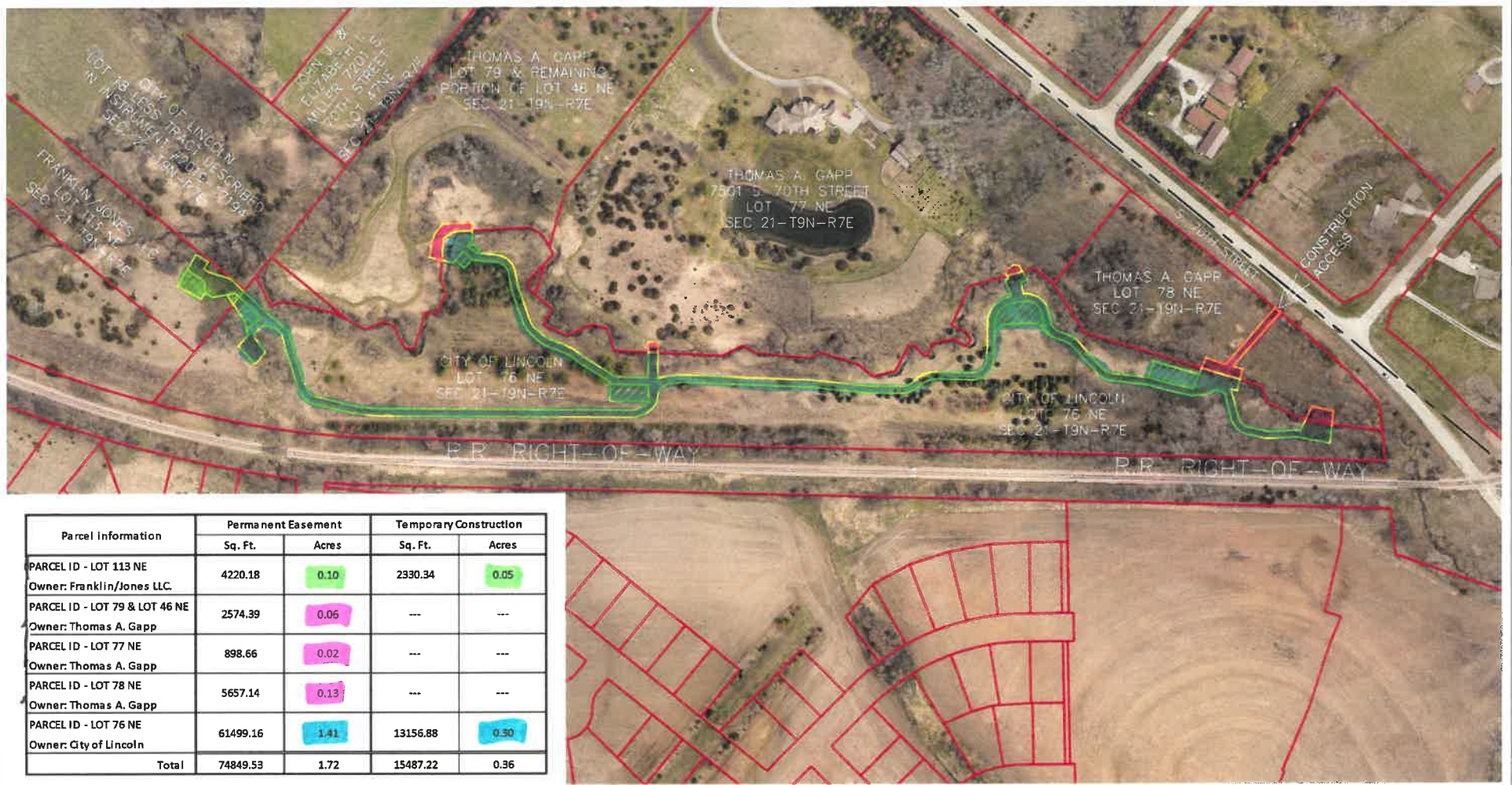
Task 1 – Project Management.....	\$8,300
Task 2 – Survey.....	\$16,750
Task 3 – Permitting.....	\$7,180
Task 4 – Design.....	\$59,000
Task 5 – Bidding and Advertising.....	\$3,260

Project Total \$94,490

*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, permitting, and bidding phase of the proposed project is expected to take approximately six (6) months upon receipt of Notice to Proceed. Project duration in excess of 6 months (beyond control of JEO) may require an amendment to the Scope of Services.



**BEAL SLOUGH DESIGN 70TH TO PINE LAKE
PROPOSED EASEMENTS**

PERMANENT EASEMENT
 TEMPORARY EASEMENT

