Amendment No.2

This amendment is made to the attached agreement pertaining to water main construction (copy attached) previously executed by and between the Division of Public Health of the Department of Health and Human Services and City of Lincoln (System No. NE3110926).

The signature of both parties on this Amendment No. 2 will extend the attached agreement until September 15, 2019. The Division of Public Health of the Department of Health and Human Services and the City of Lincoln agree that all other terms and conditions of the agreement that are not hereby amended remain in full force and effect.

FOR THE SYSTEM

_____
Signature

_____
Type or Print Name

_____
Title

NE3110926
City of Lincoln
2021 N 27th St
Lincoln NE 68503

_____
Date

FOR THE DEPARTMENT

_____
Howard P. Isaacs, Administrator
Office of Drinking Water and
Environmental Health
P.O. Box 95026
Lincoln, NE 68509-5026

_____
Date

Please check
☒ Checking this box reaffirms that City of Lincoln will follow the standard specifications and standard drawings approved by the Department on October 8, 2010.

AGREEMENT

between the

DIVISION OF PUBLIC HEALTH OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

and the

CITY OF LINCOLN

This Agreement is made and entered into by the Division of Public Health of the Department of Health and Human Services (hereinafter Department) and the City of Lincoln, a Public Water System (as defined in Title 179, *Public Water Systems*), (hereinafter System). The contact person for the Department is Jack Daniel, phone 402-471-0510 and the contact person for the System is _____.

I. **THE DEPARTMENT.**

- **A.** The Department will not require the System to submit plans and specifications for the construction of new distribution mains and replacement of existing distribution water mains (those not already exempted by Title 179 NAC 7-004.02 item 3) pursuant to this agreement.
- **B.** The Department will enter into an initial three-year agreement as provided for in Title 179 NAC 7 with a System that pays the annual fee indicated in Title 179 NAC 7-005.02 and meets all of the requirements of this agreement. At the end of the initial three-year period, the agreement may be renewed. If at any time the System fails to meet any of the requirements of this agreement, the Department may terminate this agreement.

II. **THE SYSTEM.**

- **A.** The System agrees to pay the Department the annual fee indicated in Title 179 NAC 7-005.02 which is described as follows:

Systems with a population greater than or equal to 100,000	$1800/year
Systems with a population greater than or equal to 10,000 but less than 100,000	$ 900/year
Systems with a population greater than or equal to 3300 but less than 10,000	$ 600/year
Systems with a population less than 3300	$ 300/year

- **B.** The annual fee amount shall be paid to the Department within thirty (30) days after the signing of this agreement. Subsequent annual fees must be paid each year within thirty (30) days after the anniversary date of this agreement.
- **C.** The System shall submit two sets of standard specifications and standard drawings sealed, signed and dated by an engineer registered in the State of Nebraska (hereafter engineer) for approval by the Department. Changes of sanitary significance, as determined by the Department, to the approved standard specifications and standard drawings must be submitted to the Director of Public Health for review and written approval prior to implementation.
- **D.** The System shall ensure that the sizing of the mains and appurtenances do not cause any part of the water distribution system pressure to go below 20 psi under normal operating conditions.
- **E.** The System shall ensure that all distribution main projects are designed by an engineer and are in substantial conformance to the "Recommended Standards for Water Works," 2007 Edition. Substantial conformance is defined as siting, design, and construction of drinking water facilities that will not adversely impact public health and/or the ability of a public water system to deliver safe drinking water on a continuous basis.
- **F.** Distribution main projects with estimated or actual costs that do not exceed $86,000 do not need to be designed by an engineer, but the System will ensure the project follows the standard specifications and standard drawings approved by the Department.
- **G.** The System shall provide the Department with an annual list of all water distribution main projects that were placed in service during the previous calendar year by March 31 of each year. Those projects that deviated from the contamination separation standards in Title 179 NAC 7-007 must be noted.

H. The System shall allow the Department to conduct, at a minimum, an annual audit of the Three-Year Review Program. As part of the audit, the System agrees to:
   1. Provide a set of plans and specifications for a recently constructed water distribution main project to allow Department staff to conduct a field inspection of the project,
   2. Keep the following project records for the Department staff to review:
      a) A set of plans and specifications for each project, until replaced by record drawings which must be kept as long as the project is in service,
      b) A project description indicating the purpose of the project, the proposed piping material design, operating pressure and design flows where applicable,
      c) Copies of certification of project completion for each water distribution main project (by the engineer or System for those construction documents not prepared by an engineer),
      d) Copies of satisfactory bacteriological testing results and pressure/leakage tests, and
      e) Documentation and justification for any deviation from the contamination separation standards for water mains and fire hydrants listed in Title 179 NAC 7-007.

III. **AMENDMENTS.** This Agreement may not be modified except by amendment made in writing and signed by the undersigned parties or their duly authorized representatives.

IV. **ENTIRE AGREEMENT.** This written Agreement represents the entire agreement between the parties, and any prior or contemporaneous representations, promises or statements by the parties that are not incorporated herein shall not serve to vary or contradict the terms of this Agreement.

V. **RELEASE AND INDEMNITY.** The System shall assume all risk of loss and hold the State of Nebraska, its employees, agents, assignees and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments and all expenses incident thereto, for injuries to persons and for loss of, damage to, or destruction of property arising out of or in connection with this Agreement, and proximately caused by the negligent or intentional acts or omissions of the System, its officers, employees or agents, for any losses caused by failure by the System to comply with terms and conditions of the Agreement; and, for any losses caused by other parties which have entered into agreements with the System.

VI. **SUBMITTALS.**
   A. Standard Specifications and Standard Drawings. See Item II.C.
   B. Annual List of Distribution Main Projects. See Item II.G.
   C. Changes of Sanitary Significance to Approved Standard Specifications and Standard Drawings. See Item II.C.
   D. Annual Project Fee. See Item II.B

Send to: Chin Chew
DHHS – DPH
P.O. Box 95026
Lincoln, NE 68509-5026

IN WITNESS WHEREOF, the parties have subscribed their signatures.

FOR THE SYSTEM

Signature

Greg MacLean
Type or Print Name

Director of Public Works
Title

NE3110926
City of Lincoln
2021 North 27th Street
Lincoln, NE 68503

Sept. 15, 2010
Date

Mayor Chris Beutler

FOR THE DEPARTMENT

Jack L. Daniel, Administrator
Office of Drinking Water and
Environmental Health
P.O. Box 95026
Lincoln, NE 68509-5026

June 17, 2010
Date