



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: February 14, 2025

To: Lower Platte South Natural Resources District Board of Directors

From: Will Inselman, Resources Coordinator *WI*

Subject: Minutes for Recreation, Forestry & Wildlife Subcommittee Meeting

On Wednesday, February 12th, 2025, at 5:38 p.m., the Recreation, Forestry, and Wildlife subcommittee met in the NRD Large Conference Room (and virtually). Subcommittee members present: Seth Hawkins- Chair, Christine Lamberty, Suzanne Mealer, Stephanie Matejka, Don Jacobson, Anthony Schutz, and Melissa Baker. Directors Bob Andersen and John Yoakum were also present. Other attendees were Mike Sousek, David Potter, Eric Zach, and Will Inselman. There were four items on the agenda for consideration.

The first item on the agenda was the consideration of a Little Salt Creek Watershed Agreement between NRCS and LPSNRD for the Little Salt Creek Watershed Protection and Flood Prevention Operations (WFPO) Plan and Environmental Assessment. This agreement is the final phase of the planning stage for the Little Salt Creek WFPO Plan-EA. This plan, which has been in development since 2020, has finally met the benchmarks necessary to receive authorization from the Chief of NRCS and move into the design/engineering phase. This project, in a nutshell, aims to restore saline wetlands, reconnect the floodplain, and create new habitat shelves for the endangered Salt Creek Tiger Beetle. The project has identified approximately 120 ecosystem restoration projects that will restore and protect the saline and freshwater wetland ecosystems of Little Salt Creek. Once this is signed by the LPSNRD and NRCS, staff will proceed to request funds from NRCS for the design and engineering phase. NRCS will cover 100% of the fees for that phase. Construction will follow that phase which is covered 75% by NRCS. The total cost-share anticipated from NRCS for this project will exceed \$7.5 million.

It was moved by Jacobson, seconded by Matejka, and unanimously approved to recommend the Lower Platte South NRD Board of Directors authorize the General Manager to sign the agreement with NRCS for the Little Salt Creek Watershed Protection and Flood Prevention Operations Plan.

Motion Passed: 7-0

The second item on the agenda was the consideration of a Scope of Work Agreement with The Flatwater Group for Saline Wetland management support and saline groundwater pumping evaluation. LPSNRD staff and the Saline Wetland Conservation Partnership (SWCP) recently contacted The Flatwater Group (TFG) to conduct some follow-up monitoring on the Marsh Wren restoration sites and identify other sites that may be conducive to

saline groundwater pumping. TFG was the firm that was responsible for carrying out the original restoration project and collected post-project data in 2016/2017. Since then, LPSNRD staff have been carrying out pumping activities and various other management actions that have greatly improved the saline wetland habitat. However, all of this is largely anecdotal and does not have much scientific evaluation. This agreement with TFG would have them collect data to compare pre- and post-construction site characteristics and help LPSNRD staff determine if pumping efforts and other management actions positively impact the site. Likewise, it will help create a guide for staff to use to meet Salt Creek Tiger Beetle habitat requirements through pumping. The project will also look to examine other properties with existing wells that could be used to pump water to create a similar setup to Marsh Wren. Directors asked questions on the type of work being performed and what it will bring to the District. There was also discussion on more outreach and education on the work completed and continuing out on our saline wetlands. Staff shared links with the subcommittee for the Marsh Wren informational video and the Wetlands of Nebraska series produced by the Nebraska Game and Parks Commission.

It was moved by Hawkins, seconded by Baker, and unanimously approved to recommend the Lower Platte South NRD Board of Directors authorize the General Manager to sign the Scope of Work Agreement with The Flatwater Group for \$65,000.00 for saline wetland pumping evaluation and management support.

Motion Passed: 7-0

The third item on the agenda was the consideration of an agreement with the Village of Elmwood for the use of District property as a tree/yard waste disposal site. For several years, through a verbal agreement with the LPSNRD, the village of Elmwood has been using a lot owned by the NRD as a site for village residents to dispose of tree debris. The lot is adjacent to the MoPac East Trail at 2nd and West A Streets on the west edge of Elmwood. The village recently cleaned out the lot and it is currently closed. The village would like to continue to use the lot for tree debris and a compost site for yard waste. The village is planning to install a fence and gate at its own expense and draft regulations to better manage the lot. Staff worked with the village clerk to come up with parameters that are part of the agreement between the village and LPSNRD. Staff recommend the approval of the agreement that would allow the village to continue to use the lot. Staff answered questions regarding the previous use of this property and what the termination clauses were. Staff expressed that this agreement would make them more comfortable with the situation and give the NRD more flexibility in working with Elmwood. The Village Clerk has indicated that they are continuing to look for a better solution for a tree/yard waste site because of the costs they incur to move the material offsite to process.

It was moved by Hawkins, seconded by Lamberty, and unanimously approved to recommend the Lower Platte South NRD Board of Directors authorize the General Manager to sign an agreement with the Village of Elmwood for the use of District property as a tree and yard waste disposal site.

Motion Passed: 7-0

The fourth item on the agenda was the consideration of an amendment to the construction agreement for the 310th Street bridge on the MoPac Trail. The 310th Street bridge on the MoPac Trail requires additional repair or replacement following the discovery of rotten wooden piles. This bridge is part of a larger contract with JMN construction for repairs on another MoPac bridge and a bridge on the Homestead trail. After digging down well below grade, JMN construction discovered that many piles below grade were rotten and could not be repaired as originally intended. After much discussion between LPSNRD staff, Olsson engineers, and JMN construction, it

was determined that the recommended course of action for repair is to install concrete footings to install the new pile. This change order is a significant departure from the original plan to repair the bridge. This will add \$209,164 to the contract and the total cost to repair this bridge increases from \$165,435 to \$374,599. This increase will push this project over the budgeted amount and will likely require a budget overrun later this fiscal year. The bridge will also require a redecking post repair which we plan to do in-house which will cost \$30-40,000. Considering the now new cost of ~\$400,000, staff asked Olsson for a probable cost estimate to replace the entire bridge. Olsson's estimate to replace the bridge with a different structure (box culvert or other pedestrian bridge) was ~\$675,000 (including engineering and construction oversight). The consideration before the subcommittee is to accept the change order and continue with the repair or pull the bridge from the existing agreement and proceed with the replacement option. The process to replace the bridge may take up to a year due to permitting, engineering, etc. Olsson has determined that the bridge can remain open to pedestrian traffic only and will take minimal work to get it back to its pre-construction state. Staff fielded questions regarding keeping the bridge open and the amount of work required to do so. There was a conversation regarding other bridges that may need work in the future and the extent of repairs. Director Jacobson commented that if we continue to own property and trails then we need to make sure we budget accordingly to maintain these areas/trails. There was a question on what the replacement should be and staff indicated that a box culvert would be the ideal solution here rather than a pedestrian bridge. A comment was also made that we would not need a budget overrun for this project this fiscal year and we can budget accordingly for a replacement in next year's budget. Staff anticipates a draft of the change order will be available to the Directors prior to the Board meeting.

| Original Cost of Bridge Repair | Proposed Change Order (Additional) | New Total Cost of Repair | In-House Bridge Deck Repair | Total | | |
|--------------------------------------|--|--------------------------|-----------------------------|--------------|-------------------|----------------------------|
| \$165,435.00 | \$209,164.00 | \$374,599.00 | \$30,000.00 | \$404,599.00 | | |
| | | | | | Difference | <u>\$220,401.00</u> |
| Estimated Cost of Replacement Option | Engineering and Construction Oversight | | | Total | | |
| \$500,000.00 | \$125,000.00 | | | \$625,000.00 | | |

It was moved by Schutz, seconded by Matejka, and unanimously approved to recommend the Lower Platte South NRD Board of Directors authorize the General Manager to submit a change order request to Olsson for the deletion of the remaining work on the MoPac Trail 310th Street Bridge to JMN Construction and have JMN Construction return the bridge to its pre-construction condition.

Motion Passed: 7-0

Staff also provided an update on the status of the ATIIIP Rails with Trail grant that was submitted a few months back. The LPSNRD and Nebraska Trails Foundation were not successful in receiving the grant. The Nebraska Trails Foundation is exploring other grant opportunities to fund this work and will be reaching out to the NRD in the near future.

Meeting adjourned at 6:24 p.m.

PC: RF&W subcommittee file

Little Salt Creek

Watershed Agreement

between the
Lower Platte South Natural Resources District
(Referred to herein as the sponsor)
and the
Natural Resources Conservation Service,
U.S. Department of Agriculture
(Referred to herein as NRCS)

Whereas, application has heretofore been made to the Secretary of Agriculture by the sponsor for assistance in preparing a plan for works of improvement for the Little Salt Creek Watershed, State of Nebraska, under the authority of the Watershed Protection and Flood Prevention Act, as amended (16 U.S.C. Sections 1001 to 1008, 1010, and 1012); and

Whereas, the responsibility for administration of the Watershed Protection and Flood Prevention Act, has been assigned by the Secretary of Agriculture to NRCS; and

Whereas, there has been developed through the cooperative efforts of the sponsor and NRCS a watershed project plan and environmental assessment for works of improvement for the Little Salt Creek Watershed, State of Nebraska, hereinafter referred to as the watershed project plan or plan, which plan is annexed to and made a part of this agreement;

Now, therefore, in view of the foregoing considerations, the Secretary of Agriculture, through NRCS, and the sponsor hereby agrees on this watershed project plan and that the works of improvement for this project will be installed, operated, and maintained in accordance with the terms, conditions, and stipulations provided for in this plan and including the following:

- 1. Term.** The term of this agreement is for the installation period and evaluated life of the project 54 years (50 years of project life + 4 years for design and construction) and does not commit NRCS to assistance of any kind beyond the end of evaluated life.
- 2. Costs.** The costs shown in this plan are preliminary estimates. Final costs to be borne by the parties hereto will be the actual costs incurred in the installation of works of improvement.
- 3. Real Property.** The Sponsor will acquire such real property as will be needed in connection with the works of improvement. The amounts and percentages of the real property acquisition costs to be borne by the Sponsor and NRCS are shown in the Cost-share for Watershed Work table in Item 5 hereof.

The Sponsor agrees that all land acquired for measures, other than land treatment practices, with financial or credit assistance under this agreement will not be sold or otherwise disposed of for the evaluated life of the project except to a public agency which will continue to maintain and operate the development in accordance with the Operation and Maintenance Agreement.

- 4. Uniform Relocation Assistance and Real Property Acquisition Policies Act.** The Sponsor hereby agrees to comply with all of the policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C Section 4601 et seq. as further implemented through

regulations in 49 CFR Part 24 and 7 CFR Part 21) when acquiring real property interests for this federally assisted project. If the Sponsor is legally unable to comply with the real property acquisition requirements, it agrees that, before any Federal financial assistance is furnished, it will provide a statement to that effect, supported by an opinion of the chief legal officer of the state containing a full discussion of the facts and law involved. This statement may be accepted as constituting compliance.

- 5. Cost-share for Watershed Work Plan.** The following table shows cost-share percentages and amounts for Distribution of Total Project Costs for Watershed Work Plan implementation.

Distribution of Total Project Costs

| Project Costs | PL 83-566 Funds | Other Funds | Total |
|---------------------------------|--------------------|--------------------|---------------------|
| Construction | | | |
| Armor Headcut | \$262,896 | \$87,632 | \$350,528 |
| Bank Stabilization | \$29,622 | \$9,874 | \$39,496 |
| Floodplain Sediment Removal | \$826,133 | \$275,377 | \$1,101,509 |
| Instream Grade Control | \$2,541,247 | \$847,082 | \$3,388,329 |
| Invasive Vegetation Control | \$50,569 | \$16,856 | \$67,426 |
| Light Screening | \$59,959 | \$19,986 | \$79,945 |
| Re-Meander Channel | \$249,706 | \$83,235 | \$332,942 |
| Sediment Detention Structure | \$338,374 | \$112,791 | \$451,166 |
| Stilling Basin | \$36,446 | \$12,149 | \$48,595 |
| Streamside Saline Habitat Shelf | \$637,126 | \$212,375 | \$849,501 |
| Water Level Control | \$620,250 | \$206,747 | \$826,988 |
| Wetland Management Access | \$165,020 | \$55,007 | \$220,026 |
| Construction Subtotal | \$5,817,348 | \$1,939,112 | \$7,756,460 |
| | 75% | 25% | 100% |
| Engineering | \$1,785,500 | 0 | \$1,785,500 |
| | 100% | 0% | 100% |
| Permitting | - | \$375,000 | \$375,000 |
| | 0% | 100% | 100% |
| Conservation Easements | - | \$60,040 | \$60,040 |
| | 0% | 100% | 100% |
| Project Administration | \$162,500 | \$162,500 | \$325,000 |
| | | | |
| Total Project Cost | \$7,765,348 | \$2,536,652 | \$10,302,000 |

- 6. Land treatment agreements.** The Sponsor will obtain agreements from owners and operators of the land where works of improvement are located. These agreements must provide that the owners will carry out conservation plans on their land. The Sponsor will provide assistance to landowners and operators to ensure the installation of the land treatment measures shown in the watershed project plan. The Sponsor will obtain landowner and operator agreements and provide assistance to landowners and operators to ensure the installation of the land treatment measures shown in the watershed project plan. The Sponsor will encourage landowners and

operators to continue to operate and maintain the land treatment measures after the long-term contracts expire, for the protection and improvement of the watersheds.

- 7. Floodplain Management.** Before construction of any project for flood prevention, the sponsors must agree to participate in and comply with applicable Federal floodplain management and flood insurance programs. The sponsor is required to have developed controls in place below low and significant hazard dams prior to NRCS or the sponsor entering a construction contract.
- 8. Water and mineral rights.** The Sponsor will acquire or provide assurance that landowners or resource users have acquired such water, mineral, or other natural resources rights pursuant to State law as may be needed in the installation and operation of the works of improvement.
- 9. Permits.** The Sponsor will obtain and bear the cost for all necessary Federal, state, and local permits required by law, ordinance, or regulation for installation of the works of improvement.
- 10. NRCS assistance.** This agreement is not a fund-obligating document. Financial and other assistance to be furnished by NRCS in carrying out the plan is contingent upon the fulfillment of applicable laws and regulations and the availability of appropriations for this purpose.
- 11. Additional agreements.** A separate agreement will be entered into between NRCS and the Sponsor before either party initiates work involving funds of the other party. Such agreements will set forth in detail the financial and working arrangements and other conditions that are applicable to the specific works of improvement.
- 12. Amendments.** This plan may be amended or revised only by mutual agreement of the parties hereto, except that NRCS may deauthorize or terminate funding at any time it determines that the Sponsor has failed to comply with the conditions of this agreement or when the program funding or authority expires. In this case, NRCS must promptly notify the Sponsor in writing of the determination and the reasons for the deauthorization of project funding, together with the effective date. Payments made to the Sponsor or recoveries by NRCS must be in accordance with the legal rights and liabilities of the parties when project funding has been deauthorized. An amendment to incorporate changes affecting a specific measure may be made by mutual agreement between NRCS and the Sponsor having specific responsibilities for the measure involved.
- 13. Prohibitions.** No member of or delegate to Congress, or resident commissioner, may be admitted to any share or part of this plan, or to any benefit that may arise therefrom; but this provision may not be construed to extend to this agreement if made with a corporation for its general benefit.
- 14. Operation and Maintenance (O&M).** The Sponsor will be responsible for the operation, maintenance, and any needed replacement of the works of improvement by actually performing the work or arranging for such work, in accordance with an O&M Agreement. An O&M agreement will be entered into before Federal funds are obligated and will continue for the project life (54 years). Although the Sponsor's responsibility to the Federal Government for O&M ends when the O&M agreement expires upon completion of the evaluated life of measures covered by the agreement, the Sponsor acknowledges that continued liabilities and responsibilities associated with works of improvement may exist beyond the evaluated life.

Note: Sponsor's proposed works of improvement do not involve large dam construction:

- 15. Emergency Action Plan.** Prior to construction, the Sponsor must prepare an Emergency Action Plan (EAP) for each dam or similar structure where failure may cause loss of life or as required by state and local regulations. The EAP must meet the minimum content specified in the NRCS Title 180, National Operation and Maintenance Manual (NOMM), Part 500, Subpart F, Section 500.52, and meet applicable State agency dam safety requirements. The NRCS will determine

that an EAP is prepared prior to the execution of fund obligating documents for construction of the structure. EAPs must be reviewed and updated by the Sponsor annually.

- 16. Nondiscrimination Provisions.** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender. By signing this agreement, the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

- 17. Certification Regarding Drug-Free Workplace Requirements (7 CFR Part 3021).** By signing this Watershed Agreement, the Sponsor is providing the certification set out below. If it is later determined that the Sponsor knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. Section 812) and as further defined by regulation (21 CFR Sections 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of Federal or state criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantees' payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification:

A. The Sponsor certifies that they will or will continue to provide a drug-free workplace by—

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(2) Establishing an ongoing drug-free awareness program to inform employees about—

- (a) The danger of drug abuse in the workplace;
- (b) The grantee's policy of maintaining a drug-free workplace;
- (c) Any available drug counseling, rehabilitation, and employee assistance programs;
- and
- (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1).

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee must—

- (a) Abide by the terms of the statement; and
- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(5) Notifying the NRCS in writing, within 10 calendar days after receiving notice under paragraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice must include the identification numbers of each affected grant.

(6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (4)(b), with respect to any employee who is so convicted—

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

B. The Sponsor may provide a list of the sites for the performance of work done in connection with a specific project or other agreement.

C. Agencies will keep the original of all disclosure reports in the official files of the agency.

18. Certification Regarding Lobbying (7 CFR Part 3018) (for projects > \$100,000)

A. The Sponsor certifies to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Sponsor must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by U.S. Code, Title 31, Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

19. Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions (7 CFR Part 3017).

A. The Sponsor certifies to the best of their knowledge and belief, that they and their principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A (2) of this certification; and

(4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the primary Sponsor is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this agreement.

20. Clean Air and Water Certification.

A. The project sponsoring organizations signatory to this agreement certify as follows:

(1) Any facility to be utilized in the performance of this proposed agreement is (____), is not (X) listed on the Environmental Protection Agency List of Violating Facilities.

(2) To promptly notify the NRCS-State administrative officer prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which is proposed for use under this agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(3) To include substantially this certification, including this subparagraph, in every nonexempt sub-agreement.

B. The project sponsoring organization signatory to this agreement agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. Section 7414) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, issued thereunder before the signing of this agreement by NRCS.

(2) That no portion of the work required by this agreement will be performed in facilities listed on the EPA List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.

(3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.

(4) To insert the substance of the provisions of this clause in any nonexempt sub-agreement.

C. The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.).

(2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.).

(3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110 of the Air Act (42 U.S.C. Section 7414) or an approved implementation procedure under section 112 of the Air Act (42 U.S.C. Section 7412).

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. Section 1342), or by a local government to assure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. Section 1317).

(5) The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or sub-agreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location will be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

21. Assurances and Compliance. As a condition of the grant or cooperative agreement, the Sponsor assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out below which are hereby incorporated in this agreement by reference, and such other statutory provisions as a specifically set forth herein.

State, Local, and Indian Tribal Governments: OMB Circular Nos. A-87, A-102, A-129, and A-133; and 7 CFR Parts 3015, 3016, 3017, 3018, 3021, and 3052.

Nonprofit Organizations, Hospitals, Institutions of Higher Learning: OMB Circular Nos. A-110, A-122, A-129, and A-133; and 7 CFR Parts 3015, 3017, 3018, 3019, 3021 and 3052.

22. Examination of Records. The Sponsor must give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement, and retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

23. Signatures.

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

The signing of this plan was authorized by a resolution by the Lower Platte South Natural Resources District governing body and adopted at an official meeting held on

_____, 2024 at Lincoln, Nebraska.

By:

Date: _____

General Manager

USDA-NATURAL RESOURCES CONSERVATION SERVICE

Approved by:

Date: _____

Robert D. Lawson
State Conservationist
Natural Resources Conservation Service
1121 Lincoln Mall Room 360
Lincoln, NE 68508



8200 Cody Drive, Suite
A Lincoln, NE 68512-9550
Phone: 402.435.5441
Fax: 402.435.7108
www.flatwatergroup.com

28 January 2025

Will Inselman
Resources Coordinator
Lower Platte South NRD
3125 Portia Street
Lincoln, NE 68501
402-476-2729

RE: Scope of Work and Fee Proposal for Marsh Wren Wetland Management Support and Little Salt Creek Watershed Saline Groundwater Pumping Evaluation

Dear Will:

The Flatwater Group, Inc. (TFG) is pleased to submit the attached Scope of Work and fee summary for the Marsh Wren Wetland Management Support and Little Salt Creek watershed saline groundwater pumping evaluation. This Scope of Work was prepared in response to phone correspondence and onsite discussion at Marsh Wren between you and TFG staff. Based on TFG's understanding, the overall project goal is to integrate data collected during the Marsh Wren restoration project with new data acquisition to assist LPSNRD site managers with saline groundwater pump system flow distribution management to improve saline wetland habitat. The scope also includes tasks to evaluate new saline groundwater pumping sites in the Little Salt Creek watershed at existing monitoring wells on public properties.

Please let me know if you have any questions about this Scope of Work or fee proposal. If there are no comments or concerns, I will provide a copy of TFG's Service Agreement to you for LPSNRD signature.

Sincerely,

Gordon Coke
Project Manager
THE FLATWATER GROUP, INC.

**Lower Platte South NRD
EXHIBIT A: SCOPE OF SERVICES**

**Marsh Wren Wetland Management Support Project and
Little Salt Creek Watershed Saline Groundwater Pumping Evaluation**

This scope of work was prepared in response to phone correspondence and onsite discussion at Marsh Wren with LPSNRD staff and is incorporated in the consulting services agreement referenced above between The Flatwater Group, Inc. (TFG) and LPSNRD. The overall goal is to integrate data collected during the Marsh Wren restoration project with new data acquisition to assist LPSNRD site managers with saline groundwater pump system flow distribution management to improve saline wetland habitat at Marsh Wren. This scope also includes tasks to evaluate new saline groundwater pumping sites in Little Salt Creek watershed at existing monitoring wells on public properties.

The work will be completed on a time and materials fee basis with not-to-exceed limits of \$65,000. A cost summary is provided in Exhibit B and TFG's standard rate table for 2025 is provided as Exhibit C.

Task 100: Build Central Repository of Saline Wetland Site Data.

Task 101: Build Central Repository for Marsh Wren Data. Develop an ArcGIS Experience Builder page to manage existing and ongoing data collection at Marsh Wren. Datasets will include but not be limited to:

- Marsh Wren LiDAR data for topography (collected in July 2024)
- Marsh Wren Drone 360 images
- Historic Site Aerials
- Historic Vegetation Community Maps
- Marsh Wren Soil Samples
 - Pre-Restoration Project Samples Collected to 40" Depth and Measured for Conductivity at 6" Intervals (29 locations sampled in 2016)
 - Pre- and Post-Project Shallow Soil Sampling (12" Depth) for Conductivity
- Electromagnetic Induction (EMI) Soil Conductivity Data (from 2017)
- Surface Water Conductivity Data Collected Across Marsh Wren (approximately 6 locations collected intermittently since 2016)

Task 102: Build Repository of Little Salt Creek Basin Monitoring Well Data.

Inventory Nebraska DNR well database and Saline Wetlands Conservation Partnership records to create database of monitoring well locations on public properties in Little Salt Creek watershed. The monitoring well dataset will include:

- Monitoring well location and attributes (e.g. depth, diameter, install date, etc.)
- Monitoring well chemistry data (where available) from past UNL research projects (e.g. published journal articles, graduate student theses, etc.)

Task Deliverable: Online ArcGIS webpage would be created and hosted by TFG for duration of this project.

Task Understanding: TFG and LPSNRD staff can determine best approach to long-term data management during course of this effort. Historical data will include TFG collected data at Marsh Wren since 2015 and monitoring well chemistry data previously collected throughout Little Salt Creek watershed limited to UNL research efforts from approximately years 2001-2010.

Task 200: Analyze LiDAR Data to Create Topographic Surface for HEC-RAS 2-D Model for Northeast and West Saline Pumping Basins at Marsh Wren

Task 201: TFG will analyze drone LiDAR data collected at Marsh Wren in July 2024 to generate a hi-resolution terrain surface and 0.5 foot contour interval topographical surface of current ground conditions at Marsh Wren. This surface will show current elevations of the pump distribution systems, slopes, embankments, flow paths, and ponding areas.

Task 202: TFG will generate a 2D HEC-RAS model to route discharge from the pump distribution system over the hi-resolution terrain surface. The model will verify observed flow paths and ponding limits, as well as calculate flow depths, discharges, and velocities to evaluate effectiveness of flow distribution and potential for erosion.

Task 203: Help LPSNRD site managers evaluate “micro-grading” options (e.g. baffles, mini-channels, micro-weir, mini-water level control structures, embankment repair, etc.) to provide managers with enhanced management flexibility to change flow patterns of pumped saline groundwater in the northeast and west pumping basins. TFG will coordinate with LPSNRD to identify potential solutions using the hi-resolution terrain surface as a guide. These solutions will then be incorporated into the 2D HEC-RAS model to optimize design extents and elevations.

Task Deliverable: TFG will add LiDAR coverage to online ArcGIS webpage for the project dataset. Goal is to enable LPSNRD managers to manipulate grading options with dynamic changes to the saline pumped water flow patterns. TFG will provide recommendations for grading based on topographical surface data and HEC-RAS 2-D Model data results.

Task 300: Collect Soil Profile Conductivity Data at Marsh Wren

Task 301: EMI Data Collection - Collect subsurface soil conductivity data at Marsh Wren. Data collection will involve TFG staff pulling the Dualem-EMI device on a plastic sled behind a 4-wheeler in an east-west pattern spaced at about 30 feet (10m) intervals over the course of one-half (1/2) day of field work for two different data collection sessions. The first EMI data collection session will be performed in March-April (pre-pumping) and the other in June-July (during pumping). This EMI work will be a repeat of data collection performed in fall of 2017 prior to saline groundwater pumping.

Task 302: Soil Conductivity Sampling. Sample soil and wells in March/April (pre-pumping) and June/July (during pumping). Soil sampling will occur at the 20 locations in northeast and west pumping basins as performed by TFG prior to restoration construction (2016) and post-construction (2018). The first soil sampling session will be completed in March-April (pre-pumping) and the second session will be in June-July.

Task 303: Monitoring Well Water Conductivity Sampling. TFG staff will collect monitoring well conductivity data (single sample/non-laboratory analysis) at the 7 monitoring wells at Marsh Wren. Well water conductivity data will be collected in March-April (pre-pumping) and in June-July (post-pumping).

Task Deliverable: Spatial data showing “heat map” of conductivity in the northeast and west pumping basins to compare pre-pumping to current conditions. Incorporation of soil and monitoring well sampling data into the ArcGIS data repository outlined in Task 100.

Key Understanding: This scope of work will include EMI, soil samples, and well sampling over two sampling periods – March-April and June-July. EMI sampling will be conducted when weather conditions are favorable for the equipment. If LPSNRD wants additional sampling, that would be outlined in a separate contract amendment.

Task 400: Evaluate Soil and Surface Water Conductivity Sensors at Marsh Wren.

Task 401: TFG will conduct product research and provide conductivity sensor recommendations with cost estimates for LPSNRD consideration to employ at Marsh Wren. Sensors would be purchased independently of this SOW by LPSNRD. If soil or water conductivity sensors are purchased and employed, data collected would be included in the Marsh Wren data repository described in Task 100.

Task Understanding: TFG will provide soil sensor options and costs. TFG will not purchase any soil or surface water conductivity sensor equipment but instead provide options for LPSNRD to purchase equipment.

Task 500: Enhanced Saline Groundwater Distribution System Evaluation.

Task 501: TFG will evaluate a water sprinkler system concept at Marsh Wren as an option to distribute saline groundwater. This evaluation will consider a sprinkler and pump system attached to existing water distribution system or a “pump back” system to collect pumped return water and apply to wetland surface with a sprinkler and pump system.

Task 502: TFG will use well inventory data from Task 102 to evaluate saline groundwater pumping locations at existing monitoring wells within the Little Salt Creek watershed. The evaluation will combine desktop assessment of wells and field observation at select well sites to assess pumping feasibility based on adjacent surface conditions such as vegetation, slope, salt flat presence, topography, etc.

Task Understanding: This task will be focused on preliminary concepts discussed with LPSNRD and will not include the purchase of sprinkler system equipment or monitoring well pumps by TFG. TFG will evaluate pump sizing and solicit price quotes from a local pump distributor.

Task 600: Plant Community Assessment at Marsh Wren.

Task 601: Field work will be performed to update the Marsh Wren plant community assessment that was completed in the fall of 2014 as part of the wetland restoration project. Updates will include GPS-mapping (via 4-wheeler) to delineate plant community boundaries and repeat plant species data collection at the same 84 plot locations from 2014. Data collection results will identify differences in the acreage of 17 community types from 2014 work, develop list of species in planted areas, and compare the floristic quality index from 2014 to 2025 for the site as a whole, each community type and sample plot locations.

Task Understanding: This task will focus on repeating the 2014 plant assessment methods during summer 2025 to assess vegetation changes post-restoration.

Task 700: Documentation Memo. TFG will prepare documentation for the ArcGIS webpage. Documentation will include components and options for ongoing use, tabular summary of data collected during this effort, documentation of any sensor equipment applications, and plant community assessment maps. The memorandum will include recommendations for the proposed sprinkler and pump system as well as planning level cost estimates for equipment options.

Exhibit B

**LPSNRD - Marsh Wren/Saline Wetlands Data and Site Mgmt Project
Professional Engineering Services - Fee Estimate Summary**

TASK NO. PROJECT HOURS by TASK

| | | |
|----------------------------|--|------------|
| 100 | Build Repository for Saline Wetland Site Data | 34 |
| 200 | Analyze Marsh Wren LiDAR Data | 39 |
| 300 | Collect Soil Conductivity Data at Marsh Wren | 96 |
| 400 | Evaluate Soil and Surface Water Conductivity Sensors | 10 |
| 500 | Saline Groundwater Distribution System Options | 56 |
| 600 | Plant Community Assessment Update at Marsh Wren | 100 |
| 700 | Documentation | 32 |
| Total Project Hours | | 367 |

TASK NO. PROJECT COST by TASK

| | | |
|---------------------------|--|-----------------|
| 100 | Build Repository for Saline Wetland Site Data | \$7,000 |
| 200 | Analyze Marsh Wren LiDAR Data | \$8,000 |
| 300 | Collect Soil Conductivity Data at Marsh Wren | \$17,000 |
| 400 | Evaluate Soil and Surface Water Conductivity Sensors | \$2,000 |
| 500 | Saline Groundwater Distribution System Options | \$11,000 |
| 600 | Plant Community Assessment Update at Marsh Wren | \$14,000 |
| 700 | Documentation | \$6,000 |
| Total Project Cost | | \$65,000 |



28-Jan-25

**AGREEMENT BETWEEN
THE LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
AND THE VILLAGE OF ELMWOOD, NEBRASKA**

This Agreement entered into by and between the Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska, hereinafter referred to as the “District,” and the Village of Elmwood, Cass County, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as the “Village.”

RECITALS

A. The District is owner of a lot south of West A Street, near the intersection of West A Street and S. 2nd Street in Elmwood, Nebraska, hereinafter referred to as the “Lot.”

B. The Village requires a tree-waste and yard-waste disposal site and desires to use the Lot for such purpose.

C. The District agrees to permit the Village to maintain and operate a tree-waste and yard-waste disposal site on the Lot, hereinafter referred to as the “Facility,” the subject to the terms 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. Prior to enactment, the Village shall submit any rules or regulations it wishes to establish for the Facility to the District’s General Manager for approval. Only rules and regulations that have been approved by the District’s General Manager may be enacted to apply to the Facility.

2. The Village shall be responsible for all costs associated with constructing and maintaining the Facility during the duration of this Agreement. Upon termination of this Agreement, the Village also shall be responsible for all costs associated with restoring the Lot to its condition prior to the execution of this Agreement. The District shall not charge the Village a fee for the use of the Lot.

3. The Village shall not cause or allow to be constructed any permanent structures on the Lot, except such fencing and gates as may be approved by the District’s General Manager. Should the Village erect fencing and gates, any gate erected shall incorporate and maintain separate locks for the District and the Village. The District shall have the right of ingress and

egress over the Lot without notice to the Village, and the District's access through the Lot to the MoPac East Trail shall not be impaired.

4. The Village may maintain composting sites as part of the Facility. The Village shall clear the Lot of compostable and any non-compostable material at least once every twelve months and shall regularly report the dates that it has completed such work to the District.

5. The Village shall regularly inspect the Lot for unauthorized dumping, and the District shall be allowed to inspect the Lot as it deems necessary. The Village shall immediately notify the District upon discovery of any unauthorized dumping, so that the District also may inspect the Lot. In the event that any unauthorized dumping occurs on the Lot, the District, in its sole discretion, shall determine what steps are necessary to remove and remediate such unauthorized dumping. The Village shall remove and remediate all unauthorized dumping to the District's satisfaction within thirty days of discovery, and the Village shall be responsible for any and all costs associated with removing and remediating unauthorized dumping on the Lot to the District's satisfaction.

6. The District reserves the right to use the Lot for any purpose, including those that may interfere with the Village's use of the Lot under this Agreement, with advance written notice sent at least fourteen days prior to such use.

7. The Village shall maintain liability insurance over the Lot with policy limit amounts approved by the District's General Manager. The District shall be named as an additional insured on such policy.

8. The Village shall indemnify, defend, and hold harmless the District, its officers, agents, and employees, from and against all claims, damages, liabilities, and court awards, including expenses, and reasonable attorney fees, to the extent caused by the negligence or any wrongful act, error, or omission of Village, its officers, agents, and employees resulting from or related to the Village's operation and maintenance of the Lot under this Agreement. Nothing herein is intended to be or shall be construed to be a waiver of the Village's or the District's governmental immunity.

9. Either the Village or the District may terminate this Agreement for any reason with advance written notice sent at least sixty days prior to such termination. Should the Village materially breach any provision of this Agreement, the District shall give written notice of such breach to the Village and shall allow at least fourteen days from the date of the issuance of the notice for the Village to cure such breach. In the event the breach is not cured within the noticed timeframe, the District may terminate this Agreement immediately and without further notice. Should the Village breach this Agreement and District incur any expense which relates to a duty

of the Village under this Agreement, the Village shall reimburse the District in full for such expenses. This provision shall survive termination of this Agreement.

IN WITNESS WHEREOF, the District and the City have caused this Agreement to be executed by their duly authorized officials as of the date shown below.

Executed by the District on _____, 2025.

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

BY: _____
Mike Sousek, General Manager

Executed by the Village on _____, 2025.

VILLAGE OF ELMWOOD, NEBRASKA

BY: _____
Renee Holland, Chairperson, Village Board of Elmwood, Nebraska

Elmwood Tree Lot



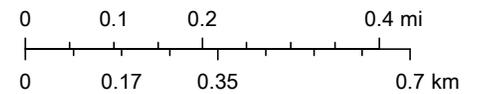
MoPac 310th south #2 bridge



12/10/2020, 11:09:24 AM

- LPSNRD Trail Bridge
- LPSNRD Trail
- LPSNRD Trail Corridor
- LPSNRD Boundary

1:18,056



USDA FSA, GeoEye, Maxar, Esri, HERE, IPC

Web AppBuilder for ArcGIS

Digitized by JEO, March 2019 | Esri, HERE, iPC | USDA FSA, Maxar |

BID FORM

Project Identification:

The project work shall consist of furnishing all labor, materials, and equipment for the repair of three timber bridges.

Contract Identification and Number:

LPSNRD Timber Bridge Repairs - 2024
Olsson Project #A19-1472

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Lower Platte South Natural Resources District, 3125 Portia Street, Lincoln, NE 68521

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| <u>Addendum No.</u> | <u>Addendum Date</u> |
|---------------------|----------------------|
| NO 1 | 8/27/2024 |
| NO 2 | 9/5/2024 |
| | |
| | |

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| | Item # | Item | Quantity | Unit | Unit Cost | Total Cost |
|--|--------|---|----------|------|-------------|-------------|
| Homestead Trail Bridge 11 | 1 | Mobilization | 1 | LS | \$8,600.00 | \$8,600.00 |
| | 2 | Site Access Improvements | 1 | LS | \$10,400.00 | \$10,400.00 |
| | 3 | Preparation of Bridge | 1 | LS | \$29,600.00 | \$29,600.00 |
| | 4 | Timber Bridge Repairs - Bent No. 1 | 1 | LS | \$3,400.00 | \$3,400.00 |
| | 5 | Timber Bridge Repairs - Bent No. 2 | 1 | LS | \$2,850.00 | \$2,850.00 |
| | 6 | Timber Bridge Repairs - Bent No. 3 | 1 | LS | \$17,200.00 | \$17,200.00 |
| | 7 | Timber Bridge Repairs - Bent No. 5 | 1 | LS | \$3,500.00 | \$3,500.00 |
| | 8 | Timber Bridge Repairs - Bent No. 6 | 1 | LS | \$1,750.00 | \$1,750.00 |
| | | Homestead Trail Bridge 11 Subtotal: | | | | |
| MoPac Trail 298th Street Bridge | 101 | Mobilization | 1 | LS | \$13,800.00 | \$13,800.00 |
| | 102 | Site Access Improvements | 1 | LS | \$14,000.00 | \$14,000.00 |
| | 103 | Preparation of Bridge | 1 | LS | \$29,600.00 | \$29,600.00 |
| | 104 | Abutment No. 2 Excavation | 1 | LS | \$4,400.00 | \$4,400.00 |
| | 105 | Timber Bridge Repairs - Bent No. 1 | 1 | LS | \$3,500.00 | \$3,500.00 |
| | 106 | Timber Bridge Repairs - Bent No. 4 | 1 | LS | \$950.00 | \$950.00 |
| | 107 | Timber Bridge Repairs - Bent No. 5 | 1 | LS | \$3,700.00 | \$3,700.00 |
| | 108 | Timber Bridge Repairs - Bent No. 6 | 1 | LS | \$3,350.00 | \$3,350.00 |
| | 109 | Steel Sheet Piling - Abutment No. 1 | 180 | SF | \$34.20 | \$6,156.00 |
| | 110 | Steel Sheet Piling - Abutment No. 2 | 1,248 | SF | \$35.60 | \$44,428.80 |
| | 111 | Structural Steel for Substructure - Abutment No. 1 | 280 | LB | \$21.40 | \$5,992.00 |
| | 112 | Structural Steel for Substructure - Abutment No. 2 | 4,925 | LB | \$3.40 | \$16,745.00 |
| | | MoPac Trail 298th Street Bridge Subtotal: | | | | |

| | Item # | Item | Quantity | Unit | Unit Cost | Total Cost |
|--|--------|---|----------|------|-------------|---------------------|
| MoPac Trail 310th Street Bridge | 201 | Mobilization | 1 | LS | \$13,800.00 | \$13,800.00 |
| | 202 | Site Access Improvements | 1 | LS | \$17,350.00 | \$17,350.00 |
| | 203 | Preparation of Bridge | 1 | LS | \$31,500.00 | \$31,500.00 |
| | 204 | Timber Bridge Repairs - Span No. 7 | 1 | LS | \$3,500.00 | \$3,500.00 |
| | 205 | Timber Bridge Repairs - Span No. 8 | 1 | LS | \$5,000.00 | \$5,000.00 |
| | 206 | Timber Bridge Repairs - Bent No. 1 | 1 | LS | \$12,000.00 | \$12,000.00 |
| | 207 | Timber Bridge Repairs - Bent No. 2 | 1 | LS | \$12,000.00 | \$12,000.00 |
| | 208 | Timber Bridge Repairs - Bent No. 3 | 1 | LS | \$12,000.00 | \$12,000.00 |
| | 209 | Timber Bridge Repairs - Bent No. 4 | 1 | LS | \$14,250.00 | \$14,250.00 |
| | 210 | Timber Bridge Repairs - Bent No. 5 | 1 | LS | \$14,250.00 | \$14,250.00 |
| | 211 | Timber Bridge Repairs - Bent No. 6 | 1 | LS | \$1,750.00 | \$1,750.00 |
| | 212 | Timber Bridge Repairs - Bent No. 7 | 1 | LS | \$12,000.00 | \$12,000.00 |
| | 213 | Steel Sheet Piling | 360 | SF | \$34.20 | \$12,312.00 |
| | 214 | Structural Steel for Substructure | 730 | LB | \$5.10 | \$3,723.00 |
| | | MoPac Trail 310th Street Bridge Subtotal: | | | | \$165,435.00 |
| | | Total Project Bid Cost: | | | | \$389,356.80 |

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete on or before 05/01/2025 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 06/01/2025. Seeding is the only work that may occur between substantial and final completion and the trail shall be reopened to the public upon substantial completion.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of a 5% Bid Bond and/or Cashier's Check;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

JMN Construction, LLC

By:
[Signature]



[Printed name]

Michael Nachreiner

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]



[Printed name]

TODD KAVANEK

Title:

OP. MANAGER

Submittal Date:

9/18/2024

Address for giving notices:

JMN Construction, LLC

314 W Reichmuth Rd

Valley, Ne 68064

Telephone Number:

402-616-7790

Fax Number:

402-359-2239

Contact Name and e-mail address:

MJ Nachreiner

mnachreiner@jmnconstructionllc.com

Bidder's License No.:

25950-24

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

CHANGE ORDER



TO: Lower Platte South NRD

FROM: JMN Construction LLC
 314 West Reichmuth Road
 Valley, Nebraska 68064
 (402) 359-2239 office
 (402) 359-2245 fax

PROJECT: Lower Platte South Timber Bridge Repair

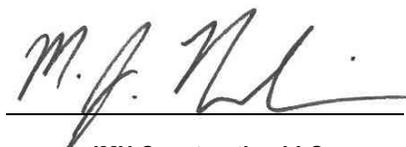
CO #: 2419-1

DATE: 1/20/2025

JMN Construction LLC is requesting to purchase the following items based on your quotation:

| No. | Description | Qty | U.O.M | Unit Price | Total |
|--|---|------|-------|--------------|----------------------|
| MoPac Trail 310th Street Bridge - CHANGE ORDER | | | | | |
| 301.1 | Mobilization (Additional) | 1 | LS | \$ 10,000.00 | \$ 10,000.00 |
| 302.1 | Site Access Improvements (Additional) | 1 | LS | \$ 15,000.00 | \$ 15,000.00 |
| 303.1 | Preparation of Bridge (Additional) | 1 | LS | \$ 15,000.00 | \$ 15,000.00 |
| 306.1 | Bent No 1 Excavation | 1 | LS | \$ 2,500.00 | \$ 2,500.00 |
| 307.1 | Bent No 2 Excavation | 1 | LS | \$ 2,500.00 | \$ 2,500.00 |
| 308.1 | Bent No 3 Excavation | 1 | LS | \$ 2,500.00 | \$ 2,500.00 |
| 309.1 | Bent No 4 Excavation | 1 | LS | \$ 4,000.00 | \$ 4,000.00 |
| 310.1 | Bent No 5 Excavation | 1 | LS | \$ 4,000.00 | \$ 4,000.00 |
| 311.1 | Bent No 6 Excavation | 1 | LS | \$ 2,500.00 | \$ 2,500.00 |
| 312.1 | Bent No 7 Excavation | 1 | LS | \$ 2,500.00 | \$ 2,500.00 |
| 313.1 | Steel Sheet Piling (Additional) | 800 | SF | \$ 38.30 | \$ 30,640.00 |
| 315 | Abutment No 1 Excavation | 1 | LS | \$ 4,000.00 | \$ 4,000.00 |
| 316 | Abutment No 2 Excavation | 1 | LS | \$ 4,000.00 | \$ 4,000.00 |
| 317 | Class 47B-3000 Concrete for Bridge | 95 | CY | \$ 715.00 | \$ 67,925.00 |
| 318 | Reinforcing Steel for Bridge | 4170 | LB | \$ 4.70 | \$ 19,599.00 |
| 319 | Timber Bridge Repairs - Abutment No. 1 | 1 | LS | \$ 10,500.00 | \$ 10,500.00 |
| 320 | Timber Bridge Repairs - Abutment No. 2 | 1 | LS | \$ 10,500.00 | \$ 10,500.00 |
| 321 | Timber Bridge Repairs - Bent No. 6 (Additional) | 1 | LS | \$ 1,500.00 | \$ 1,500.00 |
| TOTAL | | | | | \$ 209,164.00 |
| NOTES | | | | | |
| - FOOTINGS WILL BE POURED TO GRADE - CONC QUANTITY IS INCREASED ACCORDINGLY - REBAR QUANTITY WILL NEED UPDATING - NO HEATING OF CONCRETE IS INCLUDED, ASSUMPTION IS BLANKETS WILL SUFFICE - ALL DIRT REQUIRED WILL COME FROM AND REMAIN ON SITE - NO PERMITS ARE REQUIRED AND IF THEY ARE WILL BE PROVIDED BY OWNER - PROPOSAL IS CONTINGENT ON APPROVAL BEFORE OTHER 2 BRIDGES ON PROJECT ARE COMPLETED. - COMPLETION DATE WILL NEED TO BE ADJUSTED | | | | | |

| | |
|----|------------|
| XX | TAX EXEMPT |
| | TAXABLE |

BY: 
 JMN Construction LLC

BY: _____
 Lower Platte South NRD

** JMN CONSTRUCTION IS AN EQUAL OPPORTUNITY EMPLOYER



JMN Construction, LLC
314 West Reichmuth Rd.
Valley, Nebraska 68064
Phone: (402) 616-7790
Fax: (402) 359-2245

February 5th, 2025

Lower Platte South Natural Resources District
3125 Portia St
Lincoln, Nebraska 68521

RE: MoPac Trail 310th Street Bridge Change Order Breakdown

As requested, here is a breakdown of the change order for the 310th Street Bridge for the additional footings and repair work:

I understand that this is a substantial change order. Here is our justification for the costs:

- **Mobilization** – we have demobilized from this location and will need to remobilize along with the need for additional equipment that will be on site for longer
 - 2 months of excavator rental - \$4000 + Mob \$1000 Each way - \$6000
 - 2 months of mini excavator rental - \$3000
 - 2 Months of skid loader rental - \$2000
 - Miscellaneous mob for forms, rebar, shoring, small equipment and other materials - \$250/trip x 6 trips =\$1500
 - **TOTAL = \$12,500**

- **Site Access Improvements** – This will cover the substantial dirt work required to fill in the large ruts and gain access to the north side along with removing the hill along the south side of the creek. In addition more trees will need to be removed and hauled away.
 - Crew Labor 8 Days x \$950/Day x 1.4 (Overhead) x 1.15 Markup - \$12,236
 - Includes labor for grubbing, final grading, and seeding
 - Fuel \$3.25/Gal x 200 gal = \$650.00
 - Seeding - \$1000
 - Grubbing - \$1000
 - **TOTAL = \$14,886**

- **Preparation of Bridge** – this item covers the additional shoring rental and pumps for dewatering
 - 2 months shoring rental - \$5,000
 - Crew Labor 8 Days x \$950/Day x 1.4 (Overhead) x 1.15 Markup - \$12,236
 - Labor for shoring setup and takedown
 - Light plant and pumps for dewatering - \$750
 - **TOTAL = \$17,986**

- **Excavations** – This includes the final excavation for the footings, much of which will be handwork around the piles. Abutments are higher due to low clearances and mostly handwork, Bents along creek are higher due to being within the sheet piling
 - Crew Labor 12 HRS x \$120.00/HR - \$1,440 x 1.4 (Overhead) x 1.15 Markup - \$2,318.4
 - Includes labor for shoring pads
 - Additional 6 HRS for Bent 4 & 5 and abutments due to hand work - \$1,159.20
 - Fuel - \$3.25/Gal x 15 gal = \$48.75
 - **TOTAL = \$2,367.15**

- **Sheet piling** – slight increase on prices since original bid.

- **Concrete** – Costs includes pump rental for multiple separate pours, form work, material cost, and additional anchorages.
 - Concrete price - \$225/CY x 95 CY x 1.1 (extra) x 1.15 Markup – \$27,040
 - Pump rental – \$1,250/pour x 4 pours = \$5,000
 - Formwork - \$5,000
 - Crew Labor 20 Days x \$ 950/Day x 1.4 (Overhead) x 1.15 Markup - \$30,590
 - **TOTAL = \$67,630**

- **Reinforcing**
 - Material - \$1/lb x 1.4 (Overhead) x 1.15 Markup - \$1.61/lb x 4170 lbs – \$6,713.70
 - Delivery - \$750
 - Crew Labor 8 Days x \$ 950/Day x 1.4 (Overhead) x 1.15 Markup - \$12,236
 - **TOTAL = \$19,699.70**

- **Abutment repairs** – Includes additional timbers connections and shipping costs. The low clearance here is going to present some construction challenges also
 - Timber - \$2750 material + \$750 shipping = \$7000 x 1.15 Markup - \$4025
 - Miscellaneous steel bolts and rods - \$500
 - Crew Labor 4 Days x \$ 950/Day x 1.4 (Overhead) x 1.15 Markup - \$6,118
 - **TOTAL = \$10,643**

The addition of concrete footings substantially increases the complexity of the work that is to be completed. In addition, when the project was bid, we were in need of winter work and therefore bid this at a lower than normal rate to have a better chance at winning. This additional work will also push us into the spring and bump back the start of other work. I believe our prices are fair, especially considering the fact that all of this extra work will be completed for less than the original bid price of the next lowest bid on this project.

Please let me know if you need any other information to process the Change Order for the revised amounts shown above.

Respectfully,



MJ Nachreiner, P.E.
 Project Engineer
 JMN Construction, LLC



**MoPact Trail 310th St. - Near Elmwood, NE
Preliminary Opinion of Probable Cost**

1/3/2025

NOTES & ASSUPTIONS

- 1 Assumed 11' of fill needed to maintain trail elevation at worst location - based upon deck to ground measurement at Pier 4 from Repair Plants (19'-8", Round to 20')
- 2 Assumed twin reinforced concrete box culvert 8'x8' from PRELIMINARY hydraulics from Olsson hydraulics team
- 3 Included rough quantity for revetment needed to protect north bank from erosion
- 4 Culvert Linear feet unit cost determined based on approximate quantities per foot of box culvert and applying current NDOT Average Unit Prices, averaged to a linear foot cost of culvert length.
- 5 Unit costs from current NDOT Average Unit Prices and other recent similar projects.
- 6 Engineering and Construction Observation/Administration costs are assumed percentage for the purpose of this OPC. The actual costs will be determined once scope is prepared for each.
- 7 Earthwork quantity calculated using average end area method

| ALTERNATE BOX CULVERT OPTION: MoPact Trail over Twin Reinforced Concrete Box Culvert (8'x8') | | | | |
|---|-----------------|--------------|------------------|------------------|
| Item | Quantity | Units | Unit Cost | Total |
| BRIDGE ITEMS | | | | |
| Remove Bridge Structure | 1 | EA | \$35,000.00 | \$35,000 |
| 2-Cell 8'-span x 8' rise | 55 | LF | \$3,500.00 | \$192,500 |
| Rock Riprap, Type C | 350 | TON | \$95.00 | \$33,250 |
| Riprap Filter Fabric | 295 | SY | \$5.00 | \$1,475 |
| Earthwork Measured in Embankment | 1,660 | CY | \$20.00 | \$33,200 |
| Large Tree Removal | 1 | LS | \$10,000.00 | \$10,000 |
| General Clearing and Grubbing | 1 | LS | \$20,000.00 | \$20,000 |
| Salvaging and Replacing Topsoil | 320 | SY | \$10.00 | \$3,200 |
| Pedestrian Handrail | 100 | LF | \$200.00 | \$20,000 |
| Seeding, Type F Rural Mix (City of Lincoln) | 0.25 | AC | \$20,000.00 | \$5,000 |
| Erosion Control Blanket | 1,170 | SY | \$5.00 | \$5,850 |
| Fabric Silt Fence | 100 | LF | \$5.00 | \$500 |
| Limestone Screenings, Martin Marietta - Product #0965 | 230 | SY | \$50.00 | \$11,500 |
| Construction Subtotal | | | | \$371,475 |
| Mobilization (10%) | | | | \$37,148 |
| Construction Contingency (25%) | | | | \$92,869 |
| Construction OPC Total (2024 dollars, rounded to nearest \$25,000) | | | | \$500,000 |
| Construction OPC Total (2026 dollars - 5% increase per year, rounded to nearest \$25,000) | | | | \$550,000 |
| Survey, Engineering, and Permitting (18%) | | | | \$90,000 |
| Construction Observation/Administration (7%) | | | | \$35,000 |
| Total Estimated Project Cost | | | | \$675,000 |



**MoPact Trail 310th St. - Near Elmwood, NE
Preliminary Opinion of Probable Cost**

1/3/2025

NOTES & ASSUPTIONS

- 1 PRELIMINARY hydraulics indicated a twin reinforced concrete box culvert 8'x8' works for this site. Length of bridge chosen to provide similar minimum area as well as reduce height of abutments based upon deck to ground measurements.
- 2 Unit costs from current NDOT Average Unit Prices and other recent similar projects. Bridge Unit Cost obtained from supplier quotes.
- 3 Engineering and Construction Observation/Administration costs are assumed percentage for the purpose of this OPC. The actual costs will be determined once scope is prepared for each.
- 4 Assumed 40% of Bridge Cost for Installation due to site constraints
- 5 Mobilization increased to 20% for site constraints
- 6 Clearing and Grubbing cost increased for mobilization of crane.

| ALTERNATE BRIDGE OPTION: MoPact Trail over 65' Pedestrian Bridge supported by Reinforced Concrete Abutments | | | | |
|--|-----------------|--------------|------------------|------------------|
| Item | Quantity | Units | Unit Cost | Total |
| BRIDGE ITEMS | | | | |
| Remove Bridge Structure | 1 | EA | \$35,000.00 | \$35,000 |
| Pedestrian Bridge | 1 | LS | \$100,000.00 | \$100,000 |
| Pedestrian Bridge Installation | 1 | LS | \$40,000.00 | \$40,000 |
| Concrete Class 47B - 3000 Concrete for Bridge | 20 | CY | \$900.00 | \$18,000 |
| Reinforcing Steel | 2,100 | LB | \$2.00 | \$4,200 |
| HP12 x 53 Steel Piling | 250 | LF | \$60.00 | \$15,000 |
| Steel Sheet Piling | 800 | SF | \$30.00 | \$24,000 |
| Structural Steel for Substructure | 1,000 | LB | \$15.00 | \$15,000 |
| Pedestrian Handrail | 50 | LF | \$200.00 | \$10,000 |
| Rock Riprap, Type C | 150 | TON | \$95.00 | \$14,250 |
| Riprap Filter Fabric | 120 | SY | \$5.00 | \$600 |
| Earthwork Measured in Embankment | 520 | CY | \$20.00 | \$10,400 |
| Large Tree Removal | 1 | LS | \$10,000.00 | \$10,000 |
| General Clearing and Grubbing | 1 | LS | \$30,000.00 | \$30,000 |
| Salvaging and Replacing Topsoil | 140 | SY | \$10.00 | \$1,400 |
| Seeding, Type F Rural Mix (City of Lincoln) | 0.08 | AC | \$20,000.00 | \$1,600 |
| Erosion Control Blanket | 360 | SY | \$5.00 | \$1,800 |
| Fabric Silt Fence | 200 | LF | \$5.00 | \$1,000 |
| Limestone Screenings, Martin Marietta - Product #0965 | 110 | SY | \$50.00 | \$5,500 |
| Construction Subtotal | | | | \$337,750 |
| Mobilization (20%) | | | | \$67,550 |
| Construction Contingency (25%) | | | | \$84,438 |
| Construction OPC Total (2024 dollars, rounded to nearest \$25,000) | | | | \$500,000 |
| Construction OPC Total (2026 dollars - 5% increase per year, rounded to nearest \$25,000) | | | | \$550,000 |
| Survey, Engineering, and Permitting (18%) | | | | \$90,000 |
| Construction Observation/Administration (7%) | | | | \$35,000 |
| Total Estimated Project Cost | | | | \$675,000 |