



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: October 12, 2022
To: Urban Subcommittee
From: Mark Lindemann, District Engineer
Subject: Urban Subcommittee Meeting Minutes – October 2022

The Urban Subcommittee met on Wednesday, October 12, 2022, at the NRD Office, at 5:30 pm. Subcommittee members participating included Tom Green- committee chair, Gary Aldridge, and Ron Nolte. Others participating included Board Chair Deb Eagan, NRD staff Paul Zillig, Al Langdale, Bryce Jensen, and Mark Lindemann. Ross Lawrence with JEO Consulting Group, Inc., Dan Lightbody with Olsson, Mike McCullough with Strongties LLC, and Mike Eckert with Civil Design Group, Inc. were also in attendance. Director Green called the meeting to order at 5:30pm. There were five (5) items the Subcommittee took action on, and one report. A quorum was not present for the meeting.

12a. Consideration of Bids for the Dead Man's Run Pipe Replacement Project- 63rd Street - [ACTION] – Jensen described the Dead Man's Run Pipe Repair Project and the bid opening on October 6, 2022. Five bids received from contractors, with a low bid of \$30,866.90 from Nebraska Digging Services. The engineer's project estimate was \$39,450. Ross Lawrence with JEO explained that all bids were reviewed, and that Nebraska Digging Services has performed similar work, have worked on City of Lincoln and NRD projects and meet the qualifications for the project. Lawrence explained that the project contract is based on unit prices and a completion date deadline of April 15, 2023. JEO has recommended the acceptance of the low bid of \$30,866.90 by Nebraska Digging Services.

It was moved by Aldridge, seconded by Nolte, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the low bid of \$30,866.90 by Nebraska Digging Services, for the Dead Man's Run Pipe Replacement Project at 63rd Street. *A quorum was not present.

12b. Consideration of Bids for the Antelope Creek Channel Repair Project- 40th Street to Scott Avenue- [ACTION] – Landale discussed that the Antelope Creek Channel Repair Project was advertised for bids and bid opening was October 5, 2022. Two contractors submitted bids with low bid at \$2,953,081.10 by Strongties, LLC, and \$3,328,610.00 from H.R. Bookstrom. The engineer's estimate from April 11, 2022, was \$1.87 million. Gana Construction will start demo of the Wilson Property (approved at the September 2022 Board Meeting) the week of October 17th to provide contractor staging and access for the project. The project itself also has challenges of constrained limits of construction tied to the channel right of way. Lightbody with Olsson also explained that the project contract is based on unit prices and a completion date deadline of April 15, 2023. Mike McCollough, owner of Strongties, LLC also provided a background of his career at Dobson Brothers, owner of Pavers Construction, part-owner of MTZ Construction, and now

owner of Strongties, and his previous experience on projects for the City of Lincoln and NRDs. Zillig also mentioned that it was verified that FEMA will continue their 75/25-percent cost-share with the NRD for the increased project construction costs and that the NRD has funds available for the project.

It was moved by Aldridge, seconded by Nolte, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the low bid of \$2,953,081.10 by Strongties, LLC for the Antelope Creek Channel Repair Project from 40th Street to Scott Avenue.

*A quorum was not present.

12c. Consideration of a Professional Services Agreement with Olsson for Construction Observation Services on the Antelope Creek Channel Repair Project – 40th Street to Scott Avenue. [ACTION] – Langdale explained that the Antelope Creek Channel Repair Project at 40th to Scott Avenue will require full time onsite inspection and testing, including stormwater compliance inspections. Olsson as the designer and engineer for the project is in the best position to perform these services. Total cost is not to exceed \$200,167.50. As with item 12b, the costs for construction observation services for this project will also be cost-shared with FEMA at 75/25-percent.

It was moved by Aldridge, seconded by Nolte, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the Professional Services Agreement with Olsson for Construction Observation Services for the Antelope Creek Channel Repair Project at 40th Street to Scott Avenue, in an amount not to exceed \$200,167.50.

*A quorum was not present.

12d. Consideration of a Professional Services Agreement with JEO Consulting Group for the Salt Creek Levee Closure Structure Repair – Union Pacific Railroad EAP (STA 206+70R). [ACTION] – Langdale explained that after the railroad performed track modifications it created an elevation deficiency in the Salt Creek Levee top and that the U.S. Army Corps of Engineers (USACE) has rated the location as Unacceptable during their inspection of the Salt Creek Levee. The professional services provided by JEO will develop an Emergency Action Plan (EAP) in the event of a flood to close the area with sandbags to prevent overtopping of the levee at this location. JEO's proposal of \$6,830 will design an EAP for closure of the opening, develop an O&M Addendum, and provide a formalized document for staff to use in flood fight training and response. JEO plans to start work in December and complete the work by March 1, of 2033.

It was moved by Aldridge, seconded by Nolte, and unanimously approved by the Subcommittee to recommend that the Board of Directors approve the Professional Services Agreement with JEO Consulting Group, Inc for the Emergency Action Plan at Station 206+70R, in an amount not to exceed \$6,830.

*A quorum was not present.

12e. Report: Bid selection for Fence at Oak Creek – Wetland Mitigation Site – Langdale explained that the informal bid process was used to solicit bids for fence installation at the wetland mitigation site at Oak Creek. Mike Brown Fencing was the only bidder at \$13,875 (\$3.75/ft + 2 gates). The General Manager has approved the bid by Brown's Fencing since the cost was below the \$15,000 threshold that requires Board approval.

12F. Consideration of Stevens Creek Watershed Master Plan Project #4 Access Easement Modifications – Stevens Creek Villas, 9305 Adams Street [ACTION] – Lindemann explained that in 2008, the NRD constructed a stream stability project along a tributary of Stevens Creek (Master Plan #4) near 98th and Adams. The NRD currently enters off Adams Street to obtain the access and drainage easements to operate and maintain the tributary channel. Stevens Creek Villas is a new development proposed along Adams Street between the two existing NRD entry points. Civil Design Group, Inc. has proposed to release the NRD's existing entry access easements in exchange for a new one that will utilize a paved driveway and private drive to gain access to the tributary. Mike Eckert with Civil Design Group, Inc. then spoke to explain the development and the details of the new entry access easement and referred to the drawings provided in the October 7th memo. It was explained that the City of Lincoln Traffic Division prefers to consolidate entries along paved roadways and have a single access drive and remove the existing farm drives currently used by the NRD. The proposed new access will be concrete pavement.

It was moved by Nolte, seconded by Aldridge, and approved (Green and Nolte Voting Yes, Aldridge Voting No) by the Subcommittee to recommend that the Board of Directors approve the Access Easement Modifications at the Stevens Creek Villas, at no cost, pending legal counsel.

*A quorum was not present.

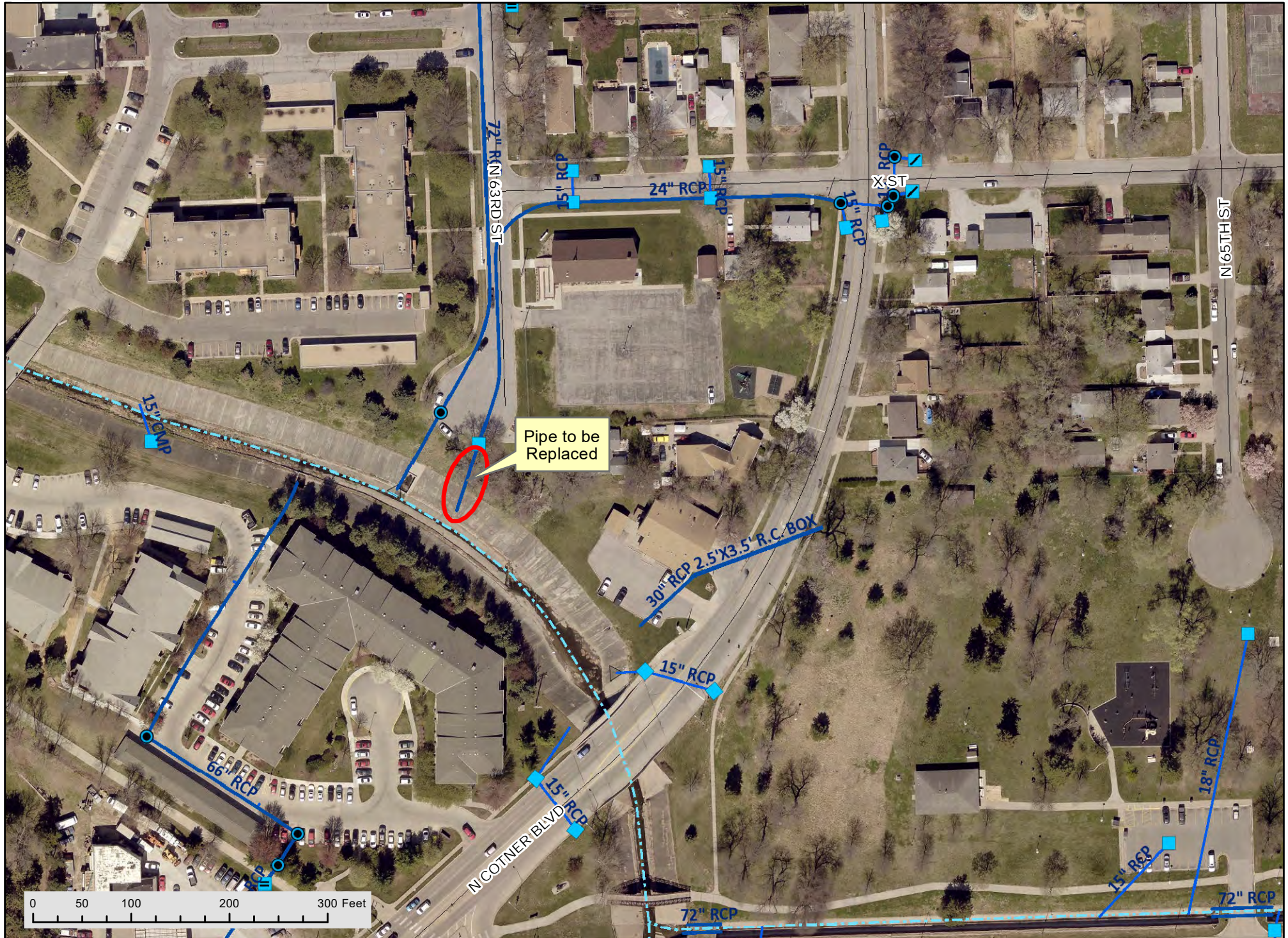
Enclosures;

cc: Steve Seglin
Corey Wasserburger
Deb Eagan



Deadmans Run Pipe Replacement near 63rd Street

12a





October 6, 2022

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

Re: ***Bid Recommendation***
Deadmans Run Pipe Replacement
JEO Project No. 220220.00

Dear Mr. Zillig and Board Members:

On October 6, 2022, JEO Consulting Group, representing the NRD, received five (5) bids for the Deadmans Run Pipe Replacement project. Enclosed is a copy of the Bid Tabulation sheet that lists all bidders and their submitted prices.

The low bidder, Nebraska Digging Services, LLC, from Alvo, NE submitted a total **Base Bid** of **\$30,866.90**. They shall commence work after notice to proceed and will be completed by April 15, 2023. Nebraska Digging Services has completed work for the NRD in the past and are qualified and capable of completing the work included in this project.

The **Base Bid** price is below the Engineer's Opinion of Cost but within reason for this project. JEO recommends that the NRD award the project to Nebraska Digging Services at the **Base Bid** price of **\$30,866.90**.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ross Lawrence', is written over a light blue horizontal line.

Ross E. Lawrence, PE, CFM
Project Manager

Enclosure

- Bid Tabulation



Bid Tab

PROJECT | Deadmans Run Pipe Replacement for Lower Platte South NRD

JEO PROJECT NO. | 220220.00

LOCATION | Lincoln, Nebraska

LETTING | October 6, 2022 @ 3:00 PM

Bidder	Total Group A
Nebraska Digging Services Alvo, NE	\$30,866.90
MTZ Construction LLC Lincoln, NE	\$39,073.00
H.R. Brookstrom Construction, Inc Lincoln, NE	<i>\$40,034.00</i>
General Excavating Lincoln, NE	\$51,828.00
Lincoln-Midwest Infrastructure, Inc. Lincoln, NE	\$73,656.28

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



Tab Sheet

PROJECT | Deadmans Run Pipe Replacement for Lower Platte South NRD

JEO PROJECT NO. | 220220.00

LOCATION | Lincoln, Nebraska

				Nebraska Digging Services LLC		MTZ Construction LLC		HR Brookstrom Const, Inc		General Excavating LLC		Midwest Infrastructure	
BASE BID													
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$5,250.00		\$3,000.00		\$10,000.00		\$11,285.00		\$21,048.17
2	Bonding and Insurance	1	LS		\$1,500.00		\$1,100.00		\$0.00		\$1,155.00		\$2,200.00
3	Clearing and Grubbing	1	LS		\$2,500.00		\$4,000.00		\$1,000.00		\$6,753.00		\$7,459.19
4	Remove Pavement	446	SF	\$4.50	\$2,007.00	\$10.00	\$4,460.00	\$4.00	\$1,784.00	\$6.00	\$2,676.00	\$13.82	\$6,163.72
5	Remove CMP Storm Sewer Pipe	19	LF	\$75.00	\$1,425.00	\$80.00	\$1,520.00	\$50.00	\$950.00	\$95.00	\$1,805.00	\$162.47	\$3,086.93
6	Remove Concrete Collar	1	EA	\$1,500.00	\$1,500.00	\$900.00	\$900.00	\$750.00	\$750.00	\$1,801.00	\$1,801.00	\$1,789.73	\$1,789.73
7	30" HDPE Storm Sewer	19	LF	\$150.00	\$2,850.00	\$320.00	\$6,080.00	\$400.00	\$7,600.00	\$622.00	\$11,818.00	\$617.14	\$11,725.66
8	Concrete Collar	1	EA	\$5,500.00	\$5,500.00	\$2,000.00	\$2,000.00	\$2,100.00	\$2,100.00	\$2,871.00	\$2,871.00	\$4,289.46	\$4,289.46
9	5" Concrete Pavement	446	SF	\$15.65	\$6,979.90	\$33.00	\$14,718.00	\$30.00	\$13,380.00	\$19.00	\$8,474.00	\$30.87	\$13,768.02
10	Seeding	1,990	SF	\$0.50	\$995.00	\$0.50	\$995.00	\$1.00	\$1,990.00	\$1.00	\$1,990.00	\$0.74	\$1,472.60
11	Straw Dike Wattles	60	LF	\$6.00	\$360.00	\$5.00	\$300.00	\$8.00	\$480.00	\$20.00	\$1,200.00	\$10.88	\$652.80
TOTAL BASE BID					\$30,866.90		\$39,073.00		\$40,034.00		\$51,828.00		\$73,656.28

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

**SECTION 00 51 00
NOTICE OF AWARD**

Date of Issuance: **October 19, 2022**

Owner: **Lower Platte South Natural Resources
District**

Owner's Project No.:

Engineer: **JEO Consulting Group, Inc.**

Engineer's Project **220220.00**

Project: **Deadmans Run Pipe Replacement**

Contract Name: **Deadmans Run Pipe Replacement**

Bidder: **Nebraska Digging Services, LLC**

Bidder's Address: **190 Main Street, Alvo, NE 68304**

You are notified that Owner has accepted your Bid dated **October 6, 2022** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Storm drainage pipe removal and replacement

The Contract Price of the awarded Contract is **\$30,866.90**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ ~~Drawings will be delivered separately from the other Contract Documents.~~

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None.**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Lower Platte South Natural Resources District**

By (signature): _____

Name (printed): **Paul Zillig**

Title: **General Manager**

Copy: Engineer

EJCDC® C-510, Notice of Award.

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October 7, 2022

Lower Platte South NRD
Attn: Al Langdale
3125 Portia Street
Lincoln, NE 68521

Re: Antelope Creek Bank Stabilization
Lincoln, Nebraska
Olsson Project No. 015-1619

Al,

On Wednesday, October 5, 2022, bids were received for the above-mentioned project. This letter summarizes the bids received and provides the Lower Platte South NRD with our recommendations for making an award on the project. A bid tabulation was prepared for the project with the bids received and enclosed for reference.

Two bids were received for the project. All bidders submitted a bid for Base Bid, acknowledge Addendum Nos 1, &2 and each had a 5% bid bond.

	H.R. Bookstrom Construction	Strongties LLC	Engineers Estimate
Base Bid	\$3,328,610.00	\$2,953,081.10	\$1,874,997.00

All bidders have shown that they are responsive and responsible bidders, it is our recommendation that the Lower Platte South NRD award the bid to Strongties LLC for the Base Bid of **\$2,953,081.10**

Please feel free to contact me with any additional questions that you may have. I can be reached at 402.458.5003 or dlightbody@olsson.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dan Lightbody".

Dan Lightbody, PE

Encls.

BID TABULATION

October 5, 2022 - 2:00 p.m.

Olsson No. 015-1619

Lower Platte South NRD
Antelope Creek Bank Repair Project - 2022

CONTRACTOR				H.R. Bookstrom		Strongties LLC	
				Lincoln, NE		Ceresco, NE	
Item No.	ITEM	UNIT	QTY.	Unit Price	Extension	Unit Price	Extension
BASE BID Antelope Creek Bank Repair Project - 2022							
1	Construction Staking	LS	1	11,550.00	\$11,550.00	22,000.00	\$22,000.00
2	Mobilization	LS	1	500,000.00	\$500,000.00	150,000.00	\$150,000.00
3	General Clearing and Grubbing	LS	1	195,000.00	\$195,000.00	68,800.00	\$68,800.00
4	Pothole Existing Utilities	EA	6	300.00	\$1,800.00	4,750.00	\$28,500.00
5	Earthwork Measured as Cut	CY	3,050	20.00	\$61,000.00	48.70	\$148,535.00
6	Retaining Wall Measured as Face	SF	10,360	127.00	\$1,315,720.00	187.00	\$1,937,320.00
7	Surface Area	SY	3,950	260.00	\$1,027,000.00	72.00	\$284,400.00
8	Grout-Filled Fabric Mat	SY	50	6.00	\$300.00	48.00	\$2,400.00
9	Remove Grout-Filled Fabric Mat	LF	1,565	8.00	\$12,520.00	6.00	\$9,390.00
10	Silt Fence	SY	2,266	15.00	\$33,990.00	5.85	\$13,256.10
11	Erosion Control Blanket	AC	2	7,000.00	\$14,000.00	8,900.00	\$17,800.00
12	Seeding	EA	2	6,200.00	\$12,400.00	7,600.00	\$15,200.00
13	Construction Entrance	EA	1	2,600.00	\$2,600.00	8,500.00	\$8,500.00
14	12' Entry Gate	EA	1	2,600.00	\$2,600.00	8,500.00	\$8,500.00
15	Filter Cloth (Geo Fabric)	SY	3,275	4.00	\$13,100.00	8.00	\$26,200.00
16	24" HDPE Storm Pipe	LF	110	405.00	\$44,550.00	188.00	\$26,680.00
17	36" HDPE Storm Pipe	LF	55	445.00	\$24,475.00	390.00	\$21,450.00
18	Traffic Control	LS	1	3,500.00	\$3,500.00	21,200.00	\$21,200.00
19	Tree Removal (4" - 6")	EA	3	150.00	\$450.00	800.00	\$2,400.00
20	Tree Removal (6"-12")	EA	18	500.00	\$9,000.00	1,470.00	\$26,460.00
21	Tree Removal (> 12")	EA	8	1,000.00	\$8,000.00	4,890.00	\$39,120.00
22	Sheet Pile Removal North Bank	LF	16	45.00	\$720.00	875.00	\$14,000.00
23	6" Water Main Plug	EA	1	4,000.00	\$4,000.00	820.00	\$820.00
24	6" Plug Block	EA	1	350.00	\$350.00	1,550.00	\$1,550.00
25	6" Retainer Glands	EA	1	165.00	\$165.00	910.00	\$910.00
26	Water Main Removal	LS	1	6,500.00	\$6,500.00	28,700.00	\$28,700.00
27	6" Fire Hydrant Assembly Complete	EA	1	6,500.00	\$6,500.00	8,750.00	\$8,750.00
28	6" Anchor Coupling, M.J.	EA	1	370.00	\$370.00	1,420.00	\$1,420.00
29	6" Gate Valve, M.J.	EA	1	1,150.00	\$1,150.00	3,800.00	\$3,800.00
30	4" Retainer Glands	EA	1	140.00	\$140.00	750.00	\$750.00
31	4"x6" Reducer, M.J.	EA	1	200.00	\$200.00	1,100.00	\$1,100.00
32	6" Dual Purpose Sleeve M.J. (L=12")	EA	1	1,200.00	\$1,200.00	1,820.00	\$1,820.00
33	4" Dual Purpose Sleeve M.J. (L=12")	EA	1	860.00	\$860.00	1,470.00	\$1,470.00
34	Sediment Trap	EA	1	9,500.00	\$9,500.00	14,300.00	\$14,300.00
35	Over-Excavate and Recompact	CY	60	100.00	\$6,000.00	168.00	\$10,080.00
TOTAL BASE BID:				\$3,328,610.00		\$2,953,081.10	
TOTAL LUMP SUM BID:							
Addendum No. 1				Yes		Yes	
Addendum No. 2				Yes		Yes	
Attended Pre-Bid Meeting:				Yes		Yes	
Bid Guarantee:				Yes		Yes	
Remarks:				Modification of completion date to Dec. 22, 2023 based on retaining wall lead time			

Olsson
601 P Street, Suite 200
Lincoln, Nebraska 68508
October 3, 2022

ADDENDUM NO. 2

Lower Platte South NRD, Antelope Creek Bank Repair (40th Street to Scott Avenue)
Lincoln, Nebraska

Bid Date – October 5, 2022 – 2:00 PM

Olsson Project No. 015-1619

Quest eBid No. 8294504

TO ALL WHO HAVE RECEIVED PLANS AND SPECIFICATIONS FOR THE REFERENCED PROJECT.

SCOPE

To all who have received plans and specifications for the referenced project and attended the mandatory pre-bid meeting (9-28-22).

This Addendum covers the following additions, modifications, and clarifications to the Bid Manual and Drawings for the above-mentioned project.

FRONT-END DOCUMENTS

1. Refer to Addendum No. 1 Bid Form (C-410) Pages 1-6.

- a. Delete Addendum No. 1 Bid Form in its entirety and replace with the attached Addendum No. 2 Bid Form – pages 1-6). (Bid quantity for Item 14 has been changed.)

NOTE: This REVISED Bid Form – Addendum No. 2 MUST be used when submitting bids.

SPECIFICATIONS

1. Refer to Specification Section 31 05 19.3 – Geotextiles for Earthwork.

- a. Refer to Paragraph 2.2 Erosion Control Blankets – A. Add Item No. 4
- 4. Substitutions: North American Green P-300 or Pyramat 25

2. Refer to Specification Section 31 66 16 – Special Foundation Walls.

- a. Refer to 3.6 Backfill and Drainage: Granular backfill and wall drainage system is subsidiary to Bid Item 6, Retaining Wall Measured as Face Surface Area.

DRAWINGS

1. Refer to Sheet 2 – General Note.

Bid Item 14 Filter Cloth (Geo Fabric): Replace Bid quantity to **3,275 SY**

Each Bidder must acknowledge receipt of all addenda in the space provided on the Bid Form.

BID FORM FOR CONSTRUCTION CONTRACT

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 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Lower Platte South NRD, 3125 Portia St., 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—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID — UNIT PRICES

3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
1	Construction Staking	LS	1	11,550.00	\$ 11,550.00
2	Mobilization	LS	1	500,000.00	\$ 500,000.00
3	General Clearing and Grubbing	LS	1	195,000.00	\$ 195,000.00
4	Pothole Existing Utilities	EA	6	300.00	\$ 1800.00
5	Earthwork Measured as Cut	CY	3,050	20.00	\$ 61,000.00
6	Retaining Wall Measured as Face Surface Area	SF	10,360	127.00	\$ 1,315,720.00
7	Grout-Filled Fabric Mat	SY	3,950	260.00	\$ 1,027,000.00
8	Remove Grout-Filled Fabric Mat	SY	50	6.00	\$ 300.00

EJCDC® C-410, Bid Form for Construction Contract (Adapted).

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ADDENDUM NO. 2
OCTOBER 3, 2022

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
9	Silt Fence	LF	1,565	8.00	\$ 12,520.00
10	Erosion Control Blanket	SY	2,266	15.00	\$ 33,990.00
11	Seeding	AC	2.0	7000.00	\$ 14000.00
12	Construction Entrance	EA	2	6200.00	\$ 12400.00
13	12' Entry Gate	EA	1	2600.00	\$ 2600.00
14	Filter Cloth (Geo Fabric)	SY	3,275	4.00	\$ 13,100.00
15	24" HDPE Storm Pipe	LF	110	405.00	\$ 44,550.00
16	36" HDPE Storm Pipe	LF	55	445.00	\$ 24,475.00
17	Traffic Control	LS	1	3500.00	\$ 3500.00
18	Tree Removal (4"-6")	EA	3	150.00	\$ 450.00
19	Tree Removal (6"-12")	EA	18	500.00	\$ 9000.00
20	Tree Removal (> 12")	EA	8	1000.00	\$ 8000.00
21	Sheet Pile Removal North Bank	LF	16	45.00	\$ 720.00
22	6" Water Main Plug	EA	1	4000.00	\$ 4000.00
23	6" Plug Block	EA	1	350.00	\$ 350.00
24	6" Retainer Glands	EA	1	165.00	\$ 165.00
25	Water Main Removal	LS	1	6500.00	\$ 6500.00
26	6" Fire Hydrant Assembly Complete	EA	1	6500.00	\$ 6500.00
27	6" Anchor Coupling, M.J.	EA	1	370.00	\$ 370.00
28	6" Gate Valve, M.J.	EA	1	1150.00	\$ 1150.00
29	4" Retainer Glands	EA	1	140.00	\$ 140.00
30	4"x6" Reducer, M.J.	EA	1	200.00	\$ 200.00
31	6" Dual Purpose Sleeve M.J. (L=12")	EA	1	1200.00	\$ 1200.00
32	4" Dual Purpose Sleeve M.J. (L=12")	EA	1	860.00	\$ 860.00
33	Sediment Trap	EA	1	9500.00	\$ 9500.00
34	Over-Excavate and Recompact	CY	60	100.00	\$ 6000.00
TOTAL:					\$ 3,328,610.00

EJCDC® C-410, Bid Form for Construction Contract (Adapted).

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B. 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 Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete on or before ~~April 15, 2023~~ and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before ~~June 1, 2023~~. *DECEMBER 22nd, 2023
*RETAINING WALL LEAD TIME
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. 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.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	9-30-2022
2	10-3-2022

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing

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surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

ADDENDUM NO. 2
OCTOBER 3, 2022

- a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
- b. 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.
- c. 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.
- d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

H.R. Bookstrom Const., Inc.

By:

Eric Bookstrom
(individual's signature)

Name:

Eric Bookstrom

Title:

VP
(typed or printed)

Date:

October 6, 2022
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Joy Bookstrom
(individual's signature)

Name:

Joy Bookstrom
(typed or printed)

Title:

Secy
(typed or printed)

Date:

Oct 6 2022
(typed or printed)

Address for giving notices:

H.R. BOOKSTROM CONST., INC.
6401 North 60th Street
Lincoln, NE 68507

Bidder's Contact:

Eric Bookstrom

Name:

(typed or printed)

Title:

VP
(typed or printed)

Phone:

902-464-1434

Email:

eric@hrbookstrom.com

Address:

H.R. BOOKSTROM CONST., INC.
6401 North 60th Street
Lincoln, NE 68507

Bidder's Contractor License No.: (if applicable)

21914

INLAND
INSURANCE COMPANY

P.O. Box 80468 • Lincoln, Nebraska 68501-0468
PHONE • 1-800-755-2666
FAX • 402-435-3274

UNIVERSAL
SURETY COMPANY

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we,
H R Bookstrom Construction Inc

6401 N 60th St., Lincoln, NE 68507

as Principal, hereinafter called the principal, and **Universal Surety Company** a corporation duly organized under the laws of the State of Nebraska, as Surety, hereinafter called the Surety, are held and firmly bound unto

Treasurer Lower Platte South NRD

as Oblige, hereinafter called the Oblige, in the sum of 5% of the bid amount-----

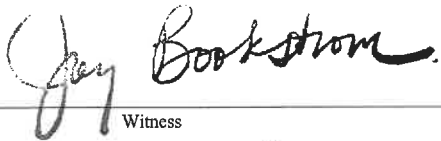
----- (\$ 5% of the bid-----) DOLLARS,
lawful money of the United States of America, for the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Antelope Creek Bank Repair

NOW THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.


Signed, Sealed and Dated, this 5th day of October, 2022.


Witness


Witness

H R Bookstrom Construction Inc

Principal  (Seal)

By:  (Title)

Universal Surety Company

Surety  (Seal)

By: 
ATTORNEY-IN-FACT, KYLE HILGER

U & IB 613 Bid Bond Conforms to AIA Document A-310 (1970)

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

Robert L. Reynoldson or Jennifer Trevarrow or Rebekah L. Ray or Megan A. Robison, Lincoln, Nebraska
or Tracy Alexander, Omaha, Nebraska or Justin Lewandowski, Ashland, Nebraska
or Robert A. Wick, Columbus, Nebraska or Kyle Hilger, Seward, Nebraska
or Patricia A. Hellriegel, Kearney, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:

Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 22.

Carol J. Clark

Secretary/Treasurer

By

UNIVERSAL SURETY COMPANY

Curt L. Hartter

President



State of Nebraska

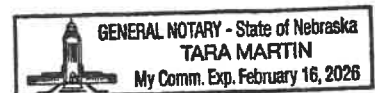
County

of

ss.
Lancaster

On this 16th day of February, 20 22, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin



My Commission Expires February 16, 2026.

Notary Public

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 5th day of October, 20 22.

Philip C. Abel

Director



ADDENDUM NO. 2

Lower Platte South NRD, Antelope Creek Bank Repair (40th Street to Scott Avenue)
Lincoln, Nebraska

Bid Date – October 5, 2022 – 2:00 PM

Olsson Project No. 015-1619

Quest eBid No. 8294504

TO ALL WHO HAVE RECEIVED PLANS AND SPECIFICATIONS FOR THE REFERENCED PROJECT.

SCOPE

To all who have received plans and specifications for the referenced project and attended the mandatory pre-bid meeting (9-28-22).

This Addendum covers the following additions, modifications, and clarifications to the Bid Manual and Drawings for the above-mentioned project.

FRONT-END DOCUMENTS

1. Refer to Addendum No. 1 Bid Form (C-410) Pages 1-6.

- a. Delete Addendum No. 1 Bid Form in its entirety and replace with the attached Addendum No. 2 Bid Form – pages 1-6). (Bid quantity for Item 14 has been changed.)

NOTE: This REVISED Bid Form – Addendum No. 2 MUST be used when submitting bids.

SPECIFICATIONS

1. Refer to Specification Section 31 05 19.3 – Geotextiles for Earthwork.

- a. Refer to Paragraph 2.2 Erosion Control Blankets – A. Add Item No. 4
4. Substitutions: North American Green P-300 or Pyramat 25

2. Refer to Specification Section 31 66 16 – Special Foundation Walls.

- a. Refer to 3.6 Backfill and Drainage: Granular backfill and wall drainage system is subsidiary to Bid Item 6, Retaining Wall Measured as Face Surface Area.

DRAWINGS

1. Refer to Sheet 2 – General Note.

Bid Item 14 Filter Cloth (Geo Fabric): Replace Bid quantity to **3,275 SY**

Each Bidder must acknowledge receipt of all addenda in the space provided on the Bid Form.

BID FORM FOR CONSTRUCTION CONTRACT

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 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Lower Platte South NRD, 3125 Portia St., 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—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID — UNIT PRICES

3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
1	Construction Staking	LS	1	22000.00	\$ 22000.00
2	Mobilization	LS	1	150000.00	\$ 150000.00
3	General Clearing and Grubbing	LS	1	68800.00	\$ 68800.00
4	Pothole Existing Utilities	EA	6	4750.00	\$ 28500.00
5	Earthwork Measured as Cut	CY	3,050	48.70	\$ 148535.00
6	Retaining Wall Measured as Face Surface Area	SF	10,360	187.00	\$ 1937320.00
7	Grout-Filled Fabric Mat	SY	3,950	72.00	\$ 284400.00
8	Remove Grout-Filled Fabric Mat	SY	50	48.00	\$ 2400.00

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ADDENDUM NO. 2
OCTOBER 3, 2022

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
9	Silt Fence	LF	1,565	6.60	\$ 9390.00
10	Erosion Control Blanket	SY	2,266	5.85	\$ 13256.10
11	Seeding	AC	2.0	8900.00	\$ 17800.00
12	Construction Entrance	EA	2	7600.00	\$ 15200.00
13	12' Entry Gate	EA	1	8500.00	\$ 8500.00
14	Filter Cloth (Geo Fabric)	SY	3,275	8.00	\$ 26200.00
15	24" HDPE Storm Pipe	LF	110	188.00	\$ 20680.00
16	36" HDPE Storm Pipe	LF	55	390.00	\$ 21450.00
17	Traffic Control	LS	1	21200.00	\$ 21200.00
18	Tree Removal (4"- 6")	EA	3	800.00	\$ 2400.00
19	Tree Removal (6"-12")	EA	18	1470.00	\$ 26460.00
20	Tree Removal (> 12")	EA	8	4890.00	\$ 39120.00
21	Sheet Pile Removal North Bank	LF	16	875.00	\$ 14000.00
22	6" Water Main Plug	EA	1	820.00	\$ 820.00
23	6" Plug Block	EA	1	1550.00	\$ 1550.00
24	6" Retainer Glands	EA	1	910.00	\$ 910.00
25	Water Main Removal	LS	1	28700.00	\$ 28700.00
26	6" Fire Hydrant Assembly Complete	EA	1	8750.00	\$ 8750.00
27	6" Anchor Coupling, M.J.	EA	1	1420.00	\$ 1420.00
28	6" Gate Valve, M.J.	EA	1	3800.00	\$ 3800.00
29	4" Retainer Glands	EA	1	750.00	\$ 750.00
30	4"x6" Reducer, M.J.	EA	1	1100.00	\$ 1100.00
31	6" Dual Purpose Sleeve M.J. (L=12")	EA	1	1820.00	\$ 1820.00
32	4" Dual Purpose Sleeve M.J. (L=12")	EA	1	1470.00	\$ 1470.00
33	Sediment Trap	EA	1	14300.00	\$ 14300.00
34	Over-Excavate and Recompact	CY	60	168.00	\$ 10080.00
TOTAL:					\$ 294,520.60 2,953,081

10
10
MM

B. 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 Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete on or before **April 15, 2023** and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **June 1, 2023**.

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

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. 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.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	09-30-22
2	10-03-22

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing

surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

- a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
- b. 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.
- c. 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.
- d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Strong Ties, LLC
(typed or printed name of organization)

By: [Signature]
(individual's signature)

Name: Mike McCullough
(typed or printed)

Title: Project Manager
(typed or printed)

Date: 10-03-22
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: [Signature]
(individual's signature)

Name: Becky Petrzilke
(typed or printed)

Title: Office Manager
(typed or printed)

Date: 10-03-22
(typed or printed)

Address for giving notices:

847 County Rd 24
Ceresco NE 68017

Bidder's Contact:

Name: Mike McCullough
(typed or printed)

Title: Project Manager
(typed or printed)

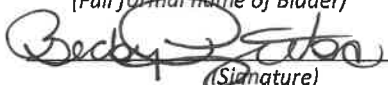
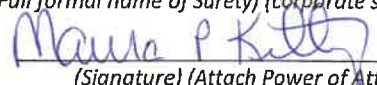

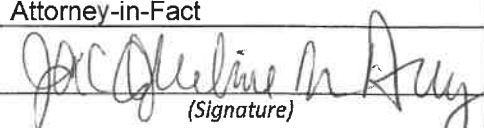
Phone: 402-617-0097

Email: mike.StrongTies@gmail.com

Address: 847 County Rd 24
Ceresco NE 68017

Bidder's Contractor License No.: (if applicable) _____

BID BOND (PENAL SUM FORM)

Bidder Name: Strong Ties, LLC Address (principal place of business): 847 County Rd 24 Ceresco, NE 68017	Surety Name: Swiss Re Corporate Solutions America Insurance Corporation Address (principal place of business): 1200 Main Street, Suite 800 Kansas City, MO 64105
Owner Name: Lower Platte South Natural Resources District Address (principal place of business): 3125 Portia Street Lincoln, NE 68521	Bid Project (name and location): 40th Street to Scott Avenue Pedestrian Bridge, Project No. 015-1619 Bid Due Date: October 5, 2022
Bond Penal Sum: Five Percent (5%) of Amount Bid Date of Bond: October 5, 2022	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Strong Ties, LLC <i>(Full formal name of Bidder)</i>	Surety Swiss Re Corporate Solutions America Insurance Corporation <i>(Full formal name of Surety) (corporate seal)</i>
By:  <i>(Signature)</i>	By:  <i>(Signature) (Attach Power of Attorney)</i>
Name: <u>Becky Petrzelka</u> <i>(Printed or typed)</i>	Name: <u>Maura P. Kelly</u> <i>(Printed or typed)</i>
Title: <u>Office Manager</u>	Title: <u>Attorney-in-Fact</u>
Attest:  <i>(Signature)</i>	Attest:  <i>(Signature)</i>
Name: <u>Michael McCullough</u> <i>(Printed or typed)</i>	Name: <u>Jacqueline L. Drey</u> <i>(Printed or typed)</i>
Title: <u>Proj Mgr</u>	Title: <u>Attester</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

DAVID A. DOMINIANI, JOAN LEU, MAURA P. KELLY, SHARON K. MURRAY, JACQUELINE L. DREY AND DUSTIN COOPER

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5th day of October, 2022.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC





LETTER AGREEMENT AMENDMENT #3

This AMENDMENT ("Amendment") shall amend and become part of the Letter Agreement for Professional Services dated June 22, 2015 between the Lower Platte South Natural Resources District (LPSNRD) ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following project ("The Agreement").

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Antelope Creek from 40th Street to Scott Avenue

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

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

CONSTRUCTION PHASE SERVICES

Olsson will furnish Construction Management and On-Site Construction Inspection and Materials Testing services during the construction phase of the "Antelope Creek Bank Repair Project - 40th Street to Scott Avenue" based on an approximate 145 (working day duration) and includes 20 days for winter shutdown. Olsson shall not have the authority or responsibility for safety precautions and programs related to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes or orders applicable to the Contractor for furnishing and performing the work. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. These services shall in no way relieve the Contractor of complete supervision of the Work or the Contractor's obligation for complete compliance with the drawings and specifications.

Olsson will provide services to coordinate the work activities of the Client, Contractor, and other affected parties and ensure that work is being performed in conformance with the Construction Documents. By performing the services, no authority or responsibility is assumed to supervise, direct, or control the Contractor's work or the Contractor's means, method, techniques, or procedures of construction.

Phase 100 – Construction Phase Services

Task 100 – Project Management

- 1.1 General Project Management – The Olsson Project Manager will serve as the point of contact, maintain the project schedule and budget, and be responsible for coordinating work with Client, City of Lincoln, utility companies, private property owners, and other parties necessary to complete the project. The Project Manager will provide invoices on a monthly basis.

Task 200 – Construction Management

- 2.1 Communications – Olsson will be responsible for coordinating and conducting meetings related to the project. Olsson will record and submit minutes from any meetings to the Client and other project participants as appropriate.
- 2.2 Pre-Construction Kick-off Meeting – Prepare for and attend Pre-Construction kick-off meeting with Contractor, Owner, Engineer, Client, and others requested by the Olsson Project Manager and/or Client. Items discussed will include:
 - Primary Points of Contact and Project Authority
 - Construction Schedule and Construction Phasing
 - Site Conditions (foreseen and unforeseen)
 - Owner/Contractor Expectations
 - Utility Coordination
 - Material and shop drawing submittals
 - Permits / Regulations
 - Traffic Control
- 2.3 Progress Meeting(s) - Prepare for and attend progress meeting(s) with the Contractor(s) or when requested by the Project Manager and/or Client.

Five (5) meetings anticipated

- 2.4 Attend Stakeholder meetings with individuals and business owners affected by the project as appropriate to inform of construction progress and coordination needs.

No meetings anticipated

- 2.5 Project Files -- Olsson will set up, utilize and maintain appropriate project files related to the project. Included in the files will be all project correspondence, change orders, meeting minutes, contracts, plans and specifications, traffic control plans (if necessary), Project Photo Log, Requests for Information (RFIs), material certifications, test reports, inspector's Daily Reports.
- 2.6 Street Closure Notification – Olsson will provide Information for all street, lane, and pedestrian closures by Thursday for the following week's construction schedule to City of Lincoln Engineering Services
- 2.7 Shop Drawing and Materials Submittal Processing – Olsson will be responsible for logging in and distributing Contractor submitted Shop Drawings and Materials related to the project to the Design Engineer for review, as well as returning the marked-up Shop Drawings to the Contractor after review.
- 2.8 Reports – Olsson will provide the following for the project's records and Client:
 - Any conflicts of field conditions with the plans that may potentially increase costs and/or time needed to complete project
 - Status of Field Testing and other Field Acceptance testing

- 2.9 Contractor Quantity Tracking – Olsson shall monitor by regular site visits that the quantities are accurate and complete. Contractor quantity reports will be generated monthly.
- 2.10 Change Management - Olsson shall inform and verify any field modifications with the Client prior to authorization of work. Olsson will Prepare Contract Change Orders (modifications) and Work Change Directives associated with the project for Client approval. Construction Contract Change Orders will be prepared utilizing newly approved or existing contract unit values.

Task 300 - Construction Inspection and Testing

- 3.1. Olsson shall document pre-construction conditions of the project site with photos for comparison and any dispute resolution during and/or after construction.
- 3.2. Olsson shall conduct field inspections of the project to check that the on-going progress and construction is completed in accordance with the contract documents and permits. In general, it is expected that an appropriate level of on-site inspection of the Contractor's work is varied.
- 3.3. Olsson shall prepare and keep detailed notes, computations and measurements; records of quantities of pay items used in the work; and the tests, certifications, or basis of acceptance of these materials; and a daily record of the contractor's operations. Document all inspections in the field by photos, measurements, computations and/or observations as logged within the Daily Progress Reports (DPR's). DPR's will be prepared using traditional formats.
- 3.4. Olsson shall consult with the Client and Engineer of Record, regarding alignment changes, utility conflicts, change authorizations and change orders
- 3.5. Olsson shall provide random/periodic review compliance of traffic control and ADA signing maintenance throughout the duration of the project, if necessary. Specifically, at the beginning, at phase changes, and end of the project.
- 3.6. Olsson shall conduct a project walk through with the Client, Engineer of Record and the Contractor to determine and document substantial and final completion.
- 3.7. Olsson shall verify that materials incorporated into the project are those approved by the Contract Documents and Project Specifications and are on the latest version of the City and/or NDOT Approved Products List, unless approved by the Engineer.
- 3.8. Olsson shall perform field tests for quality assurance related to the soils, asphalt, concrete, and aggregate materials. All testing will be according to the local Industry Standards, Contract Documents and Project Specifications. The testing methods and frequencies shall be as follows:

Embankment and Structural Backfill

- Perform a Standard Proctor test to obtain the maximum dry density and optimal moisture content of the soil.
- Field-testing shall be completed with nuclear gauge to provide an assessment of moisture and density for the contractor's benefit.
- Locations shall be a minimum of 300 LF and adjacent to each structure as determined by Olsson.

- Olsson's Project Manager shall have the authority to adjust testing depths (and locations) to avoid damaging the installed facility and to affectively represent the area to be tested.
- Alternate methods of situ testing may be used upon request of the owner with approval of the Client Project Manager.

Concrete Testing

- Olsson shall test the initial load of concrete for slump, temperature and air, cast one set of concrete cylinders with additional testing and cylinders for every 300 cubic yards of construction

Five (5) sets of 5 anticipated

- Olsson shall test the initial load of concrete for slump, temperature and air and cast one set of concrete cylinders for each hand pour exceeding 10 cubic yards.

3.9. Olsson shall maintain the test reports in the project files.

3.10. Olsson will assist the Client with coordination of utility companies that are involved with the project to identify any conflicts that could result in delays to the Project and Contractor's schedule as the project progresses. The Client will be responsible to lead efforts regarding private utility coordination.

3.11. Olsson will note on the plans any changes to the work or features discovered in the field and furnish copies for the Client. Olsson will coordinate with the Construction Contractor for additional information or clarifications needed.

Task 400 – Stormwater Compliance

4.1 Olsson will provide qualified personnel to inspect the Project for compliance with the General NPDES Permit Number NER210000. The inspections will encompass Project areas that have been cleared, graded, or excavated and those areas that have not yet reached complete stabilization; stormwater controls (including pollution prevention measures) installed at the Project site to comply with the permit; material, waste, borrow, and equipment storage and maintenance areas that are covered by the permit; areas where stormwater typically flows within the Project site, including drainage ways designed to divert, convey, and/or treat stormwater; points of discharge from the site, unless considered unsafe or inaccessible; and locations where stabilization measures have been implemented. The inspector will base recommendations in the inspection reports on the approved erosion and sediment control plans and site specific SWPPP. At no time will Olsson's designated inspector supervise, direct or have control over any contractor's work during the installation, maintenance or removal of any BMP on the project site nor will Olsson coordinate BMP installation, maintenance or removal work with contractors or any other work on the project.

After the inspections are performed, Olsson inspector will provide a digital copy of the inspection report via e-mail in a timely manner (typically within 24-hours of the inspection) to those designated by the LPSNRD to receive the report. The inspection report will denote the condition and effectiveness of BMP controls and pollution prevention practices. The report will note structural BMPs or pollution prevention practices that are not operating in an effective manner, and/or that need to be

installed, implemented or modified based on the erosion and sediment control plan. The report will also document the presence of any discharges at the time of inspection. Olsson's inspector will also track Project progress on a digital or hardcopy site map denoting BMP installation and removal, on-site modifications to the erosion and sediment control plan that may be required, and locations of potential pollutants.

As required by the General NPDES Permit Number NER210000, the inspections will occur at a frequency of at least once every seven (7) calendar days.

- Task Fee is estimated on a monthly basis
- Ten (10) months anticipated

Task 500 - Project Closeout

- 5.1. Upon notice of completion by the Contractor, Olsson will field measure applicable items of work and prepare final estimates of installed quantities. The Project Manager will review the project records prior to the submission of a Final Quantity estimate for the project. Olsson will also prepare and submit the Final Quantity Estimate associated with the project. Olsson will furnish the appropriate project records and transmit them to the Client.
- 5.2. Document "punch list" items; prepare necessary correspondence to the Contractor related to punch list and project completion. Conduct project walk through with the Client, Engineer of Record and the Contractor to determine and document substantial completion. Prepare necessary correspondence to the Contractor related to punch list and project completion. including liquidated damages.
- 5.3. Olsson shall provide to the Client, written declaration of substantial and final completion
- 5.4. Perform follow-up inspections after notification of resolution regarding nonconforming work prior to authorizing final payment.
- 5.5. Provide project debriefing with Client if requested.

ASSUMPTIONS

Client will notify Olsson of any safety concerns on the project site before Olsson inspector enters the property.

Based on the information relayed by the LPSNRD, Olsson assumes a Project duration of 10 months with construction being initiated in November 2022. Should the project exceed the anticipated duration, Olsson will seek client's approval to proceed at the agreed upon fee.

There will not be significant changes to the Project size, boundaries or inspection frequency that would require a heightened level of effort than what is documented herein.

Changes in the location or boundaries of the Project that are made after the scope of services is commenced will be reviewed by Olsson; if additional work/analyses are required, Olsson will discuss budget and schedule implications, and path forward, with the Client; Olsson will not conduct additional work scope without written authorization from the Client.

Scope does not include funding or permitting coordination with regulatory agencies such as FEMA, NEMA, DNR, USACE, or City of Lincoln.

EXCLUSIONS

This scope of services excludes coordination with regulatory agencies and the presence of Olsson's inspector during a regulatory site inspection. Olsson's presence at such meetings outside of the regularly scheduled routine inspection will be charged on a time and expense basis.

Under this agreement, Olsson inspector will verify that BMPs are installed per the erosion and sediment control plan and BMP specifications but will not guarantee or certify any BMP installation, maintenance or removal work done by others nor will Olsson have responsibility for means, methods, sequences, procedures or techniques of construction employed by the client and/or their designated contractor.

Olsson is not responsible for lack of action by the Client or their designated contractor to correct items identified on inspection reports or those corrective actions communicated via email or text. Any fines levied due to said lack of action or negligence by the contractor are the sole responsibility of the permittee.

COMMUNICATION

Communication during construction is a crucial part of compliance. As conditions onsite and onsite personnel change it is important to have a communication strategy in place to keep the project in compliance. Please provide at least 3 contacts in the table below that we may utilize in case there is a change in site personnel.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Start Date: November 1, 2022
Anticipated Completion Date: September 1, 2023

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

COMPENSATION

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

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$200,167.50.


TERMS AND CONDITIONS OF SERVICE

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

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

OLSSON, INC.

By  _____
Dan Lightbody, P.E.

By  _____
Brian Jueneman, PMP

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

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

By _____
Signature

Printed Name _____

Title _____

Dated: _____

Attachments

Standard Labor Rate Schedule

Reimbursable Expense Schedule

Engineering Calculation Worksheet

Olsson Billing Rate Schedule
2022 Labor Rates

<u>Description</u>	<u>Range</u>		
Principal	133.00	-	412.00
Project Manager	123.00	-	247.20
Project Professional	101.00	-	223.51
Assistant Professional	69.00	-	164.80
Designer	93.00	-	199.82
CAD Operator	56.00	-	126.69
Survey	54.00	-	176.13
Construction Services	45.00	-	247.20
Administrative/Clerical	43.00	-	159.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.625/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Rev. 6-2022



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

THIS IS AN AGREEMENT effective as of October 19, 2022 ("Effective Date") between Lower Platte South Natural Resources District ("Owner") and JEO Consulting Group, Inc. ("Engineer").

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

Salt Creek Levee 206+70R Railroad EAP ("Project").

JEO Project Number: 221468.00

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: \$6,830
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

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

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

Owner: Lower Platte South NRD

Engineer: JEO Consulting Group, Inc.

By: _____

By:  _____

Title: _____

Title: Project Manager

Date Signed: _____

Date Signed: 10-06-2022

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc.

1937 N Chestnut Street

Wahoo, NE 68066

Scope of Services
Salt Creek Levee 206+70R Railroad EAP
JEO Project No. 221468.00

Project Purpose:

The Lower Platte South Natural Resources District (LPSNRD) is the local sponsor of the Salt Creek Flood Risk Reduction Project (FRRP) in Lincoln, NE, originally constructed by the U.S. Army Corps of Engineers (USACE). Through ongoing efforts to implement the System-Wide Improvement Framework (SWIF) Plan, the NRD intends to develop an Operation and Maintenance (O&M) Manual Addendum that includes an Emergency Action Plan (EAP) for closure of an opening in the levee line of protection at approximately Station 206+70R (see map). The opening is due to modifications made by the railroad where the tracks cross the levee embankment.

Scope of Work:

The proposed scope of work includes development of an O&M addendum to document current conditions at the area of interest and inclusion of a sandbag closure EAP to restore the line of protection in the event of flooding.

1 – EAP and O&M Manual Addendum

- Develop an EAP that details the materials needed, necessary actions, and time required to restore the levee elevation/line of protection using sandbags
- The EAP will include one map (plan and profile) showing the limits sandbagging needs
- Develop an O&M Manual Addendum that includes the EAP to formally update the O&M Manual for this location.
- Submit O&M Addendum to USACE

Meetings:

- None

Task Deliverables:

- O&M Addendum, including EAP

Key Understandings/Assumptions:

- Previous survey information and/or LiDAR data will be used for top of levee elevation. Additional survey is not included.
The NRD and JEO have yet to receive any concurrence or feedback on previous O&M Addendum and EAP submittals. Time associated with addressing comments or coordination with the USACE is assumed to occur in a later phase, if necessary.

Project Fee:

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

<u>1 – EAP and O&M Manual Addendum</u>	\$6,830
<u>Project Total</u>	<u>\$6,830</u>

Project Schedule:

The project will be complete and EAP ready for use prior to March 1, 2023.

Consultant: JEO Consulting Group
Salt Creek Levee EAP @ 206+70R

Project Start: December 2022
Scope: Engineering Only
Completion Date: March 1, 2023
No permitting required
Weather Concerns: NA
Other Agencies: No
Other Funding Sources: No
Land/ Easements: No



206+70R Railroad
EAP Location

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

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

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

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

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

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

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

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

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

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

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

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

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

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

Oak Creek Channel - NRD Parcel Line (I-80 East to Railroad Tracks) - Proposed Fence



Map By: LPSNRD - September 2022

Fencing Proposal

The Lower Platte South Natural Resources District (political subdivision) is seeking proposals to build approximately 3,700 feet of four strand barb wire fence along Oak Creek near I-80 (map attached). Proposals shall be **per liner foot** of built fence. The site will require no tree removal, area will be surveyed prior to fence installation, and the fence line will be mowed. Completion date April 1, 2023. Questions can be referred to Al Langdale at 402-476-2729. Please submit proposals no later than noon on Friday October 7, 2022, attention Al Langdale to the Lower Platte South NRD office at 3125 Portia Street P.O. Box 83581 Lincoln, NE. 68501-3581. The Lower Platte South NRD is exempt from sales tax. A tax exempt form will be supplied to the low bidder.

Fencing Companies

Behrends Fencing
1752 W Derek Ave
Lincoln, NE. 68522

Outback Fence
6500 N. 56th Street
Lincoln, NE 68504

AFL Fences
1555 Prairie Lane
Lincoln, NE 68521

Mike Brown
25100 SW 29th
Martell, NE 68404

Goracke Contracting
61455 733 Road
Sterling, NE 68443

Dresen Contracting
62417 727 Road
Tecumseh, NE 68450



MIDWEST FOOD MARKETING, INC.

Michael P.A. Brown

25100 SW 29th
Martell, NE 68404

Cell: 402-499-2124

Fax: 866-733-9215

midwestfoodmkt@windstream.net

10/5/2022

MWFM/Brown's Fencing

Dear Al Langdale

First, thank you for the opportunity to do fence work for Lower Platte South. I guarantee you will like the product from Brown's Fencing. I have walked the area and propose the following bid for 3,700 ft of four strand barb wire fence with 2 10ft wide Utility Gates.

Material used: Green treated Wood Post, Corners 7-8 inches, Line and H Brace Post Also Green Treated Wooden Post 5-6 inches. 6ft Metal T Post every 15 ft, also Wood Posts will be used in fence line where needed because of elevation changes. Red Brand Barb Wire (4 Strands). 2-inch heavy duty pipe Gates.

Brown's Fencing Bid is as follows:

3700 ft of four stand Barb Wire Fence with 2 Gates @ \$3.75 per Liner Foot

Sincerely

Mike Brown

Owner



94th Street

ADAMS STREET

T10N-R07E
Sec 11

T10N-R07E
Sec 12

Lincoln

12f



Civil Design Group, Inc.

Consulting Engineers & Land Use Planners
Civil Design • Site Development • Planning & Zoning

September 30, 2022

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

Dear Mr. Zillig:

We are requesting the modification to the NRD's "access" easements on land generally located at 9305 Adams Street. We have submitted a Community Unit Plan (CUP) to place 50 multi-family units and one single family unit on this land and thus we need to modify some portions of the existing NRD access easements due to some of our design elements, such as our detention pond.

We are proposing the replacement of two portions of the access easements directly off of Adams Street with easements over the internal concrete driveways and vacant land as shown on the enclosed exhibit. The existing NRD "drainage" easements on this land will remain as-is.

As part of the CUP our client will construct turn lanes in Adams Street at the N. 94th St interesection. As such, the City of Lincoln Transportation and Utility Departments desires to have all access into this property utilizing this intersection. When the turn lanes and the internal concrete driveways are competed the NRD will have a more impervious routes to the check dams that are being monitored and maintained. Utilizing the fully constructed intersection will also enhance the vehicular safety of NRD Staff and NRD contractors that are now accessing the property off of the edge of Adams Street pavement.

We expect this project to begin construction this fall and I would like to get the NRD approval to file the new access easements and release the portions of the access easements that are no longer needed. Please schedule us for the subcommittee and board meetings that are necessary to get these revised access easements approved.

Sincerely,

Mike Eckert

Encl.

