



LOWER PLATTE SOUTH natural resources district

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MEMORANDUM

Date: October 11, 2024

To: Lower Platte South Natural Resources District Board of Directors

From: Will Inselman, Resources Coordinator *WI*

Subject: Minutes for Recreation, Forestry & Wildlife Subcommittee Meeting

On Thursday, October 10th, 2024, at 5:30 p.m., the Recreation, Forestry, and Wildlife subcommittee met in the NRD Large Conference Room. Subcommittee members present: Christine Lamberty- Chair, Lisa Lewis, John Yoakum, Seth Hawkins, Don Jacobson, and Ray Stevens. Other attendees were Mike Sousek, Eric Zach, and Will Inselman. There were five items on the agenda for consideration.

The first item on the agenda was the consideration of an Agricultural Conservation Easement Program (ACEP) application with NRCS for a conservation easement on the McDermott property. LPSNRD staff were recently contacted by Steve McDermott and Kerry Kubert, who own property in the Denton area, to inquire about putting their property into a conservation easement. They would like to apply for funding through the NRCS Agricultural Conservation Easement Program (ACEP), similar to what LPSNRD recently used to purchase the conservation easement on the Next to Nine Mile Prairie property a month ago. They live on and own approximately 40 acres, one half mile south of Conestoga Lake. The property consists of a mix of brome grass hay field and a wooded creek drainage with scattered brome and trees. The family has owned the property for two years and wants to preserve the property for wildlife habitat and has plans to restore the grass to native prairie. The threat of development potential in the area has caused concern for the family and they would like to ensure that the property stays natural and protected into the future. The family is requesting consideration to submit the application to NRCS. There would be no commitment of funds at this time and if successful, the subcommittee/Board would need to approve accepting the funding to proceed with the acquisition. The family was also present and answered questions about the property and the neighboring properties and the potential to protect those properties in the future.

It was moved by Jacobson, seconded by Yoakum, and approved to recommend the Lower Platte South NRD Board of Directors authorize the General Manager to sign and submit an application to NRCS for cost-share assistance to pursue a conservation easement on the McDermott property through the Agriculture Conservation Easement Program.

Motion Passed: 5-0 (Lewis abstained)

The second item on the agenda was the consideration of the guidelines and rules for the new Recreational Trail Assistance Program. The District has supported trails and cost-shared for trail facility construction in the past as part of the Community Assistance Program (CAP). In 2023 however, the CAP was modified to focus on stream stability, streambank stabilization, flood control, stormwater quality, etc. The District would like to continue to provide funding assistance for trail projects by creating a new program with its own policy. The Recreational Trails Assistance Program (RTAP) would provide up to \$25,000 in cost-share to support cities, villages, homeowners associations, and counties as they build and develop trails and trail facilities within their communities. The policy document for the RTAP is attached and includes eligibility for the program, match requirements, application and approval process, and reimbursement process. This is a new program and the approved budget for this fiscal year is \$25,000.

A motion was made by Stevens, seconded by Lewis to recommend the Lower Platte South NRD Board of Directors approve the guidelines and rules for the Recreational Trails Assistance Program.

A motion was then made by Hawkins to amend the original motion to strike the wording of the second sentence under Eligible Projects to read "Projects shall be located on lands open for public use". That motion was seconded by Stevens. The amendment carried unanimously (6-0).

Another motion was then made by Hawkins and seconded by Yoakum, to add language to the rules that would reduce the cost-share rate for homeowners associations and provide additional language to guarantee public access/use. After a lengthy discussion from the subcommittee members regarding the changes addressing concerns with homeowners associations, **a motion was made by Yoakum to table this item to December to allow staff to work on language that would create more consensus among Directors. That motion was seconded by Hawkins.** The motion to table failed (2-voting YES, 4-voting NO). After further discussion, **a motion was made by Lamberty, seconded by Hawkins, to table this item to November and provide staff with guidance from the subcommittee to rework the program rules and guidelines. That motion passed 4-2 (Stevens and Lewis voting NO).** Chair Lamberty will be gathering input from the subcommittee to provide to staff to rework the programs rules and guidelines. The item will be brought back to subcommittee in November for review.

The third item on the agenda was the consideration of an interlocal agreement for obtaining seedling trees and shrubs with the Nebraska Association of Resources Districts (NARD). The NARD has requested the renewal of an interlocal agreement between LPSNRD and the NARD to procure trees and shrubs from the US Forest Service. This agreement has been in place for over twenty years and is the mechanism we use to purchase the trees and shrubs for our conservation tree seedling program. The NARD has a separate agreement with the US Forest Service to provide the seedlings to the NRDs. This agreement will be renewed for another three years, expiring September 30th, 2027.

It was moved by Yoakum, seconded by Stevens, and unanimously approved to recommend the Lower Platte South NRD Board of Directors authorize the General Manager to sign the interlocal agreement with the Nebraska Association of Resources Districts for the procurement of trees and shrubs for our Conservation Forestry Program.

Motion Passed: 6-0

The fourth item on the agenda was the consideration of bids to repair timber bridges on the MoPac and Homestead Trails. In 2019 LPSNRD contracted with Olsson, Inc. to perform bridge assessments on the Homestead and MoPac East trails. Three bridges were identified as needing repairs: Homestead #11, MoPac

Bridge 298th St. West #2, and MoPac Bridge 310th South #2. Those projects were then put on hold due to bank stabilization issues on the trails near these locations. The bank stabilization projects were completed this year and now work can continue with the bridge repair projects. The work needed includes repairing rotted and damaged wood on bents, pile, and caps on all three bridges. Sway bracing will be repaired and replaced as well. Two bridges will also have sheet pile installed behind the existing backwall of the bridge abutments. To minimize impact on trail users, the project is scheduled for fall/winter 2024-25, ending no later than May 1st, 2025. Olsson conducted the bid letting and received bids from four contractors. The low bid was received from JMN Construction of Valley, Nebraska. Olsson recommends awarding the low bid to JMN Construction at a total project cost of \$389,356.80. After a discussion with JMN Construction, Olsson has determined them to be a responsive and responsible bidder.

Company Name	Bid Amount
JMN Construction	\$389,356.80
Theisen Construction	\$783,053.45
K2 Construction	\$945,098.00
M.E. Collins Contracting	\$1,079,262.00

It was moved by Lewis, seconded by Stevens, and unanimously approved to recommend the Lower Platte South NRD Board of Directors approve the low bid of \$389,356.80 submitted by JMN Construction for the MoPac and Homestead Trail Bridge Repair Projects.

Motion Passed: 6-0

The fifth item on the agenda was the consideration of a construction services agreement with Olsson for construction oversight on the MoPac and Homestead Trail bridge timber repair projects. The District entered into an agreement with Olsson on July 31, 2020, for Professional Services to assess timber bridge structural deficiencies identified on the Homestead and MoPac East trails. The three bridges identified as needing repairs are Homestead #11, MoPac Bridge 298th St. West #2, and MoPac Bridge 310th South #2. LPSNRD has received bids for the repair project and intends to begin work fall/winter of 2024-25. To ensure the bridge repairs are conducted in the manner specified in the bid specifications, LPSNRD would like to enter into a Construction Services Agreement with Olsson to oversee the project. Olsson has submitted Amendment #2 to the original agreement to include Construction Services. Staff answered questions about Olsson’s ability to carry out these duties and Directors noted that there are concerns about past performance from Olsson. Staff indicated they are working with a new program manager and to this point have had good communication. Staff will be sure to work closely with Olsson throughout the project.

It was moved by Lewis, seconded by Yoakum, and unanimously approved to recommend the Lower Platte South NRD Board of Directors authorize the General Manager to sign a construction services agreement with Olsson in the amount of \$76,230.00 for the MoPac and Homestead Trail Bridge Repair Projects.

Last on the agenda were staff updates. Reports/updates: Staff reported on a meeting that was held with the NRCS Chief Terry Cosby and other administration from DC. They visited the Next To Nine Mile LLC conservation easement that the District just closed on in cooperation with NRCS.

Staff also provided an update on an item that was taken up at the last subcommittee but was not voted on at the September Board meeting due to an error on the agenda. The item will be added to the October Board agenda. Staff suggested that the subcommittee refer to the September meeting minutes for the past motion. That item was a permanent easement for SID #12 of Cass County and the Village of Eagle for a water main under

the MoPac Trail. The permanent easement would be for the use, construction, repair, maintenance, replacement, and renewal of a water main. The water main would be installed at least 60 inches below ground level. The existence of the water main would not have any impact on trail use. After the construction of the project by SID No. 12, the Village of Eagle will be the owner/operator of the water main. Staff do not have any concerns about the permanent easement. The NRD has granted multiple utility easements in the past along the MoPac Trail corridor. It was noted that the Village of Eagle owns the parcel on the north side of the proposed easement where their water tower is situated.

Meeting adjourned at 6:44 p.m.

PC: RF&W subcommittee file

06-09-05 05-09-05 04-09-05 03-09-05 02-09-05

Ownership Parcels 1 of 2

☆ Ownership Parcels

Parcel ID: 0316200003000
Site Address: 5911 SW 98TH ST, DENTON, NE 68339
Legal Description: S16, T9, R5, 6th Principal Meridian, LOT 4 NE

Owner Information:
MCDERMOTT, STEVEN M & KUBERT, KERRY K
5911 SW 98 ST
DENTON, NE 68339

2024 Assessed Value: \$707,300

[Assessor Property Details](#)

Property Photo:



[Add to Results](#) | [View Additional Details](#)



Ownership Parcels

2 of 3

☆ Ownership Parcels

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2024 Assessed Value: \$707,300

[Assessor Property Details](#)

Property Photo:



[Add to Results](#) | [View Additional Details](#)



Supporting Information on the McDermott Property:

- As far as the family knows, the land was originally owned by a farming family, and then sold to Kit and Margie Smith to build their country home, in the 1990's. Kit and Margie, raised corn, milo, and soybeans, eventually transitioning to brome grass.
- In the nearly 2 years since they took ownership of this property, they have spent time cleaning up dead trees, and assessing what needs to be done, for the good of the many and varied wildlife species. The property had been relatively neglected, since Kit passed, 7 years ago.
- It is the family's goal to restore the land to native grasses and wildflowers, manage the continued, new growth of trees, by transplanting when necessary — to help control wind and water erosion, and to support wildlife and their habitat. They are very passionate.
- This easement and other federal restoration programs will help them restore native prairies, maintain safe and healthy habitats for diversity in wildlife, protect waterways, support trees, manage wind and water erosion, and eliminate invasive species.

A list of qualifiers of why the family believes their property is a good candidate for the Agricultural Conservation Easement Program

- Its proximity to a state recreation and protected area (only 80 acres between them and Conestoga Lake WMA and Recreation Area).
- They are approximately one mile from various LPSNRD conservation easements and owned properties.
- They are quickly becoming surrounded by development by Aspen builders to our East and South.
- The farm ground directly to their south has electrical boxes installed for future subdivision/development.
- The property across the road to the east has been marketed as having development potential.
- Refugia for wildlife and protection of prairies, waterways, and woodlands.

Development potential:

- The property falls within the jurisdiction of both the Village of Denton and Lancaster County Planning. After speaking with the Village of Denton, the property may be subdivided into 10 acres if they maintain 300 feet of road frontage. Lancaster County Planning indicated that a reclassification by the Village of Denton would cause them to likely reclassify similarly unless some other circumstances were preventing such, i.e., not enough acres or road access to qualify.

Directly from the family: Our thoughts on preserving and protecting wild and natural places... in a nutshell, they are our heart. We want current and future generations of wildlife, native prairie, water/waterways/wetlands, and woodland habitats to not only survive but thrive!!! We want future generations of mankind, to know true peace and abundance, and we firmly believe this is only possible if we protect our natural resources and fellow creatures who share this planet with us!!!

INTERLOCAL AGREEMENT FOR OBTAINING SEEDLING TREES AND SHRUBS

BETWEEN

**PARTICIPATING NATURAL RESOURCES DISTRICTS AND THE NEBRASKA
ASSOCIATION OF RESOURCES DISTRICTS**

This Interlocal Agreement (“Agreement”) initially made and entered into effective September 25, 2001, by and between the undersigned participating natural resources districts (“participating NRDs”), political subdivisions of the State of Nebraska and the Nebraska Association of Resources Districts (“NARD”) is hereby modified and extended as of the Effective Date of October 1, 2024.

WITNESSETH:

RECITALS

A. Participating NRDs are public agencies within the meaning of the Interlocal Cooperation Act, *Neb. Rev. Stat.* §§ 13-801 to 13-827 and also have the authority pursuant to *Neb. Rev. Stat.* § 2-3235 to cooperate with or to enter into agreement with any cooperator, any agency, governmental or otherwise, or any owner or occupier of lands within the district for the carrying out of projects for the benefit of the district as authorized by sections 2-3201 to 2-3257 and 2-32,109 to 2-32,114.

B. Among the purposes of natural resources districts, are erosion prevention and control, soil conservation and forestry and range management.

C. The NARD was created for the purpose of, among others, providing services to member natural resources districts throughout the State of Nebraska. By the execution of the Acceptance and Approval of this Agreement, the NARD agrees to act on behalf of the participating NRDs as provided for herein.

D. The NARD intends to enter into an agreement with the USDA Forest Service (“Forest Service”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference, for the benefit of participating NRDs, which provides, among other things, for the NARD to acquire seedling trees and shrubs for distribution throughout the State of Nebraska.

E. Participating NRDs, pursuant to this Agreement, desire to designate the NARD its agent to act on their behalf with respect to the acquisition, payment and distribution of the seedling trees and shrubs which NARD intends to acquire pursuant to the agreement with Forest Service attached as Exhibit “A”.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, the NARD and the participating NRDs agree as follows:

1. Each participating NRD designates the NARD its agent to act on their behalf for the purposes of acquiring trees and shrubs from the Forest Service and agrees to order, pay for, and accept delivery of the seedling trees and shrubs obtained by the NARD from the Forest Service, in accordance with the provisions of this Agreement.

2. The NARD, by accepting the designation as the agent of the participating NRDs, agrees to act on behalf of participating NRDs to acquire seedling trees and shrubs from the Forest Service pursuant to the agreement between the Forest Service and the NARD attached as Exhibit "A", and the provisions of this Agreement.

3. By October 1 of each year, the NARD and/or the Forest Service in cooperation with NARD will send each participating NRD firm prices and inventories for seedlings that will be harvested the following spring. If participating NRDs order more seedlings than are available, NARD agrees to allocate proportionally among participating NRDs the seedlings that are available based on the amounts ordered by participating NRDs. The NARD and/or the Forest Service in cooperation with the NARD agree to confirm the orders of participating NRDs for seedlings by November 15 of each year.

4. A form for ordering seedling trees and shrubs is attached hereto as Exhibit "B", and each participating NRD agrees to complete and deliver such order to the Forest Service by November 1st of each year. The information on each form may be changed and adjusted after it has been received by the NARD and/or the Forest Service in cooperation with the NARD until March 1 of each year. Between February 1 and April 1, orders may be increased but not decreased. After April 1, no changes or adjustments to orders will be accepted by NARD. After April 1, participating NRDs may purchase additional seedlings directly from the Forest Service, if available.

5. The Forest Service, pursuant to its agreement with the NARD, has agreed to cut, dig, lift, transport to packing shed, grade, prepare for shipping and place the seedlings in cold storage in as short a timeframe as possible, prior to May 1 of each year, weather permitting. The NARD may provide an individual to monitor the quality of seedlings that are transported, stored, handled and shipped prior to leaving the Nursery.

6. Each participating NRD agrees to pay the NARD on or before June 30 of each year for the seedling trees and shrubs that it has ordered. If the NARD provides an individual to monitor the quality of the seedlings, the participating NRDs agree to share the cost of such individual by paying the NARD each participating NRDs' proportionate share of such cost. Participating NRDs agree to pay the NARD any additional charges that the NARD Board of Directors determines to be reasonable and necessary, including but not limited to administrative and marketing charges not to exceed 6 cents/per seedling.

7. This agreement may be executed at different times and places, and in one or more separate counterparts by the NARD and each participating NRD, all of which collectively shall constitute one Agreement, and the parties hereto may rely on facsimile or electronic copies of signatures for the purposes of final execution, and upon execution the NARD and each NRD is bound by the agreement of the Effective Date.

8. The NARD will be bound as the designated agent for the participating NRDs by executing the Acceptance and Approval at the end of this Agreement.

9. This agreement will continue in full force and effect from the Effective Date until September 30, 2027 at which time the agreement between NARD and U.S. Forest Service expires, unless this Agreement is terminated sooner or extended by the written agreement of the participating NRDs and Accepted and Approved by the NARD.

IN WITNESS WHEREOF, the NARD and participating NRDs have executed this Agreement on the date shown opposite their signatures.

Dated _____, 2024

_____ NATURAL RESOURCES
DISTRICT, a political subdivision of the State of Nebraska,

By: _____
Authorized Representative

ACCEPTED AND APPROVED:

Dated September 27, 2024

NEBRASKA ASSOCIATION OF RESOURCES
DISTRICTS,

By: Dean J. Edson
Dean Edson, NARD Executive Director

**SALES AGREEMENT
(NARD Exhibit A)
Between
USDA FOREST SERVICE
NEBRASKA NATIONAL FOREST, BESSEY NURSERY
and the
NEBRASKA ASSOCIATION OF RESOURCES DISTRICTS**

THIS SALES AGREEMENT is hereby entered into by and between the USDA Forest Service, Nebraska National Forest, hereinafter referred to as the Forest Service, and the Nebraska Association of Natural Resources Districts, hereinafter referred to as the NARD under the provisions of Section 9 of the Granger-Thye Act of April 24, 1950. This sales Agreement supersedes the Memorandum of Understanding dated July 17, 1978, and updates the October 2001, October 2006, October 2009, October 2012, October 2015, October 2018, and October 2021 agreements and all amendments thereof.

A. PURPOSE:

To provide tree and shrub seedlings to the NARD to be used for the purpose of establishing forests, woodlots, windbreaks, and wildlife areas throughout the State of Nebraska.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS.

The Forest Service is authorized to sell forest tree and shrub seed and nursery stock to the NARD at rates not less than the actual or estimated costs of producing such seed or nursery stock per Section 9 of Granger-Thye Act of April 24, 1950.

The NARD is a subdivision of local government and is responsible for the collection of fees incurred by the Natural Resources Districts during their participation in the Conservation Tree Program. The NARD is acting on behalf of its participating members in accordance with the Interlocal Agreement for Obtaining Seedling Trees and Shrubs between the NARD and its Participating Members dated October 1, 2015.

The Forest Service and the NARD have a mutual interest and responsibility to maintain, develop and distribute tree and shrub seedlings for the best interest of the people of Nebraska and the Nation.

C. FOREST SERVICE SHALL:

1. Grow from seed or asexually propagate at the Bessey Nursery tree and shrub seedlings produced for distribution and/or experiments of the species grown from native or approved seed sources where appropriate and available for the species variety in quantities as is determined through historical sowing records.
2. Furnish annually, by October 1, a firm price and inventory for seedlings to be provided the following spring. The price, per thousand, will be by seedling age class and will be based on the most recent production costs of the seedlings on inventory and weekly status report of lifting, packing, sowing or crop condition.

3. Maintain a current inventory of all species throughout the ordering and distribution period and accept changes to the initial order from various NRDs for that period. No order cancellations accepted after February 15th. No cancellations will be accepted for any allocated species.
4. Annually, upon delivery of seedlings, billings will be prepared and mailed to:
Nebraska Association of Resources Districts
8100 South 15th ST SUITE B
Lincoln, NE 68512
5. Deposit all cash funds received under the terms of this Agreement to the nursery Working Capital Fund (WCF.)
6. Harvest, transport to packing shed, grade, prepare for shipping and place seedlings in cold storage in as short a timeframe as possible (prior to May 1; weather permitting) and to supply all required supervision, personnel and equipment for this work.
7. Adhere to tree and shrub grading standards as established in Attachment 1 - Grading Standards, unless changes are previously agreed to.

D. THE NARD SHALL:

1. If requested, provide the Forest Service with sowing requests; noting the number of seedlings by species, variety and desired seed source no later than July 15. The minimum number of seedlings to be grown of any one species is five thousand.
2. All small Container seedling requests must be to the nursery by October 1st to the nursery. Production will occur the following February and seedling will be ready that fall. Seedlings will be extracted and boxed November of that year, frozen, and shipped the following spring. Boxes will contain 300seedlings/box or the requested amount under the 300 limit. Minimum specifications are 3mm caliper and 3” in height. Standard Container size is Styro-block 112’s. All container requests must have a completed sowing request and the requests are contracts for the purchase of requested seedlings.
3. Be charged in accordance with the annually established fees as attached for special projects such as transplanting, administrative studies, special grading, etc. (Attachment 2 – Special Project Fees).
4. Monitor the quality of seedlings transported, stored, handled, and how shipped prior to leaving the Nursery. The NARD may provide an individual(s) to monitor such activities.
5. Make payment to the Forest Service for all trees and shrub seedlings provided which meet the grading standards (Attachment 1 - Grading Standards). Payment will be made at the price provided in Item C2 above.
6. Review annually established grading standards and negotiate any recommended changes with the Forest Service. Changes to the standards will apply to tree and shrub seedlings to be introduced at the next planting season.

7. Provide the Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all books, papers, or documents related to this instrument.
8. The cooperator shall furnish their tax identification number upon execution of this instrument.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY BOTH PARTIES THAT:

1. Seedlings grown at the request and specifically for the NARD will not be considered as grown for speculative distribution by the nursery. Payment will be made by the NARD for the number of seedlings meeting specs for those requested seedlings. If the NARD does not need all of the requested seedlings, they may request the Forest Service try to sell them to other customers at a time of the NARD's choice.
2. Seedlings grown as a speculative crop using historical sowing records that are in excess of the initial NRDs' orders may be sold after the receipt of the initial NRDs' orders starting on November 15.
3. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
4. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Cooperator Contacts

Dean E. Edson
 Executive Director
 Nebraska Association of Resources
 Districts
 8100 South 15th ST. Suite B
 Lincoln, NE 68512
 Phone: (402) 471-7674
 Fax: (402)471-7677
 E-Mail: dedson@nrdnet.org

Dustin Wilcox
 Director of Programs & Partnerships
 Nebraska Association of Resources
 Districts
 8100 South 15th ST. Suite B
 Lincoln, NE 68512
 Phone: (402) 471-7673
 Fax: (402) 471-7677
 Cell: (402) 533-9530
 E-Mail: dwilcox@nrdnet.org

Forest Service Contact

Richard Gilbert
 Nursery Manager
 Nebraska National Forest, Bessey Nursery

Forest Service Administrative Contact

Christy Tucker
 Support Services Specialist
 Nebraska National Forest, Bessey Nursery

40637 River Loop
P.O. Box 39
Halsey, NE 69142
Phone: (308) 533-8117
Fax: (308) 533-2310
E-Mail: richard.gilbert@usda.gov

40637 River Loop
P.O. Box 39
Halsey, NE 69142
Phone: (308) 533-8117
Fax: (308) 533-2310
E-Mail: christy.tucker@usda.gov

5. LEGAL AUTHORITY. The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.
6. ENDORSEMENT. Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's products or activities.
7. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
8. COMPLETION DATE. This instrument is executed as of the last date shown below and expires on September 30, 2027 at which time it will be subject to review, renewal, or expiration.

THE PARTIES HERETO have executed this agreement.

NEBRASKA ASSOCIATION OF
RESOURCE DISTRICTS

USDA FOREST SERVICE
NEBRASKA NATIONAL FOREST

 9/27/24

DEAN E. EDSON
DATE
Executive Director

 9/27/24

RICHARD GILBERT
DATE
Nursery Manager

ATTACHMENT 1
GRADING STANDARDS and QUALITY CONTROL MEASURES

A. Conifer nursery stock to be sold to the Natural Resources Districts will:

1. Be dormant at the time of lifting and grading.
2. Have viable well-formed terminal buds.
3. Be free of insects and disease damage.
4. Have a straight root system (no "J" roots) with minimum root-bark stripping.
5. Have a well-formed, fibrous root system.

SPECIFIC CONIFER GRADING STANDARDS BY SPECIES¹

SPECIES	MIN. TOP HEIGHT (INCHES)	MIN. CALIPER INCHES	MM	TOP/ROOT RATIO (BY WEIGHT)		MIN. ROOT LENGTH (INCHES)
				MIN	MAX	
<i>Juniperus virginiana</i>	8	4/32	3	1:1	4:1	8
<i>Juniperus scopulorum</i>	8	4/32	3	1:1	4:1	8
<i>Pinus nigra</i>	6	6/32	5	1:1	4:1	8
<i>Pinus sylvestris</i>	6	6/32	5	1:1	4:1	8
<i>Pinus ponderosa</i>	8	6/32	5	1:1	4:1	8
<i>Pinus banksiana</i>	8	6/32	5	1:1	4:1	8
<i>Picea pungens</i>	6	4/32	4	1:1	4:1	8
<i>Picea glauca</i>	6	4/32	3	1:1	4:1	8

¹Tentative standards will be set for new species as requested. Final grading standards will be negotiated by the principle contacts after the third shipping season of that species.

- B. All hardwood trees and shrubs will be 12 inches in height except oaks, which will be 8 inches. Root length of hardwood will be 10 inches for all species.
- C. The USFS will perform Root Growth Potential (RGP), Plant Moisture Stress (PMS), and out planting tests in order to determine stock viability and condition for all conifer seedlings.

ATTACHMENT 2 – SPECIAL SERVICES CHARGES – BESSEY NURSERY

SERVICES

COST

Lift and Pack

Double Grading (at the request of the NARD)

Basic Cost/M + 25%

Special Root Prune (entire lot)

Basic Cost + 23%

Shipping and Distribution

Shipping via Rate Tender Agreement

Actual cost per mile according to current Bessey Nursery seedling shipment contract price

Seedling Tests

*RGP Tests

\$75.00 per test

Out planting Survival Test

\$65.00 per seed lot

* The Nursery would cover the costs of these tests where both parties benefit.

October 2, 2024

Lower Platte South NRD
 Attn: Eric Zach
 3125 P8521ortia Street
 Lincoln, NE 6

Re: Timber Bridge Repairs
 Near Hickman & Elmwood, NE
 Olsson Project No. A19-14720

Mr. Eric Zach,

Bids were received on September 18, 2024, for the above referenced project. This letter is prepared to summarize the bids received and provide our recommendations for making an award on the project. A bid tabulation has been prepared for the project and is attached for your reference.

Bridges	JMN Construction LLC Valley, NE	Theisen Construction Norfolk, NE	K2 Construction Lincoln, NE	M.E. Collins Contracting Wahoo, NE
Homestead Trail Bridge 11	\$77,300.00	*\$178,880.00	\$232,500.00	\$214,640.00
MOPAC Trail 298th Street Bridge	\$146,621.80	\$260,433.25	\$265,478.00	\$283,416.00
MOPAC Trail 310th Street Bridge	\$165,435.00	\$343,740.20	\$447,120.00	\$581,206.00
TOTAL BIDS	\$389,356.80	*\$783,053.45	\$945,098.00	\$1,079,262.00

**Discrepancy in calculations*


A total of four bids were opened for the project, and the apparent low was submitted by JMN Construction LLC of Valley, NE for a total Bid of \$389,356.80.

A total of two addendums were issued and JMN Construction acknowledged both addendums.

Since this Contractor has been considered a responsive and responsible bidder, it is our recommendation that an award should be made to JMN Construction LLC, Valley, NE.

Please feel free to contact us with any additional questions that you may have.

Sincerely,



Tyler Cramer, P.E.

Encl: Bid Tabulation and JMN Bid Proposal

BID TABULATION

9/18/2024 Project #A19-14720
2:00 p.m.

Lower Platte South NRD
Timber Bridge Repairs



CONTRACTOR				JMN Construction LLC Valley, NE		Theisen Construction Norfolk, NE		K2 Construction Lincoln, NE		M.E. Collins Contracting Wahoo, NE	
Item No.	Item	Unit	Qty.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
HOMESTEAD TRAIL BRIDGE 11											
1	Mobilization	1	LS	\$8,600.00	\$8,600.00	\$45,400.00	\$45,400.00	\$20,000.00	\$20,000.00	\$18,190.00	\$18,190.00
2	Site Access Improvements	1	LS	10,400.00	\$10,400.00	12,000.00	\$12,000.00	20,000.00	\$20,000.00	40,400.00	\$40,400.00
3	Preparation of Bridge	1	LS	29,600.00	\$29,600.00	16,000.00	\$16,000.00	60,500.00	\$60,500.00	36,890.00	\$36,890.00
4	Timber Bridge Repairs - Bent No. 1	1	LS	3,400.00	\$3,400.00	17,460.00	\$17,460.00	35,000.00	\$35,000.00	18,910.00	\$18,910.00
5	Timber Bridge Repairs - Bent No. 2	1	LS	2,850.00	\$2,850.00	16,700.00	\$16,700.00	22,000.00	\$22,000.00	12,750.00	\$12,750.00
6	Timber Bridge Repairs - Bent No. 3	1	LS	17,200.00	\$17,200.00	42,000.00	\$42,000.00	40,000.00	\$40,000.00	66,740.00	\$66,740.00
7	Timber Bridge Repairs - Bent No. 5	1	LS	3,500.00	\$3,500.00	22,000.00	\$22,000.00	20,000.00	\$20,000.00	16,330.00	\$16,330.00
8	Timber Bridge Repairs - Bent No. 6	1	LS	1,750.00	\$1,750.00	7,320.00	\$7,320.00	15,000.00	\$15,000.00	4,430.00	\$4,430.00
Total Homestead Trail Bridge 11				77,300.00		178,880.00		232,500.00		214,640.00	
MOPAC TRAIL 298TH STREET BRIDGE											
101	Mobilization	1	LS	13,800.00	\$13,800.00	51,050.00	\$51,050.00	20,000.00	\$20,000.00	22,230.00	\$22,230.00
102	Site Access Improvements	1	LS	14,000.00	\$14,000.00	36,750.00	\$36,750.00	20,000.00	\$20,000.00	43,140.00	\$43,140.00
103	Preparation of Bridge	1	LS	29,600.00	\$29,600.00	10,500.00	\$10,500.00	60,500.00	\$60,500.00	36,890.00	\$36,890.00
104	Abutment No. 2 Excavation	1	LS	4,400.00	\$4,400.00	21,000.00	\$21,000.00	5,000.00	\$5,000.00	7,070.00	\$7,070.00
105	Timber Bridge Repairs - Bent No. 1	1	LS	3,500.00	\$3,500.00	10,821.00	\$10,821.00	30,000.00	\$30,000.00	18,670.00	\$18,670.00
106	Timber Bridge Repairs - Bent No. 4	1	LS	950.00	\$950.00	5,200.00	\$5,200.00	15,000.00	\$15,000.00	6,780.00	\$6,780.00
107	Timber Bridge Repairs - Bent No. 5	1	LS	3,700.00	\$3,700.00	21,140.00	\$21,140.00	30,000.00	\$30,000.00	21,750.00	\$21,750.00
108	Timber Bridge Repairs - Bent No. 6	1	LS	3,350.00	\$3,350.00	16,300.00	\$16,300.00	15,000.00	\$15,000.00	13,780.00	\$13,780.00
109	Steel Sheet Piling - Abutment No. 1	180	SF	34.20	\$6,156.00	84.00	\$15,120.00	35.00	\$6,300.00	54.00	\$9,720.00
110	Steel Sheet Piling - Abutment No. 2	1,248	SF	35.60	\$44,428.80	40.00	\$49,920.00	26.00	\$32,448.00	56.00	\$69,888.00
111	Structural Steel for Substructure - Abutmr	280	LB	21.40	\$5,992.00	11.00	\$3,080.00	6.00	\$1,680.00	14.10	\$3,948.00
112	Structural Steel for Substructure - Abutmr	4,925	LB	3.40	\$16,745.00	3.97	\$19,552.25	6.00	\$29,550.00	6.00	\$29,550.00
Total MoPac Trail 298th Street Bridge				146,621.80		260,433.25		265,478.00		283,416.00	
MOPAC TRAIL 310TH STREET BRIDGE											
201	Mobilization	1	LS	13,800.00	\$13,800.00	48,750.00	\$48,750.00	40,000.00	\$40,000.00	56,450.00	\$56,450.00
202	Site Access Improvements	1	LS	17,350.00	\$17,350.00	42,000.00	\$42,000.00	20,000.00	\$20,000.00	50,100.00	\$50,100.00
203	Preparation of Bridge	1	LS	31,500.00	\$31,500.00	15,500.00	\$15,500.00	60,500.00	\$60,500.00	59,480.00	\$59,480.00
204	Timber Bridge Repairs - Span No. 7	1	LS	3,500.00	\$3,500.00	6,276.00	\$6,276.00	40,000.00	\$40,000.00	7,090.00	\$7,090.00
205	Timber Bridge Repairs - Span No. 8	1	LS	5,000.00	\$5,000.00	11,276.00	\$11,276.00	40,000.00	\$40,000.00	8,110.00	\$8,110.00
206	Timber Bridge Repairs - Bent No. 1	1	LS	12,000.00	\$12,000.00	28,000.00	\$28,000.00	34,000.00	\$34,000.00	61,080.00	\$61,080.00
207	Timber Bridge Repairs - Bent No. 2	1	LS	12,000.00	\$12,000.00	28,000.00	\$28,000.00	34,000.00	\$34,000.00	61,080.00	\$61,080.00
208	Timber Bridge Repairs - Bent No. 3	1	LS	12,000.00	\$12,000.00	28,000.00	\$28,000.00	34,000.00	\$34,000.00	60,130.00	\$60,130.00
209	Timber Bridge Repairs - Bent No. 4	1	LS	14,250.00	\$14,250.00	32,350.00	\$32,350.00	41,000.00	\$41,000.00	61,520.00	\$61,520.00
210	Timber Bridge Repairs - Bent No. 5	1	LS	14,250.00	\$14,250.00	40,614.00	\$40,614.00	41,000.00	\$41,000.00	61,520.00	\$61,520.00
211	Timber Bridge Repairs - Bent No. 6	1	LS	1,750.00	\$1,750.00	5,100.00	\$5,100.00	12,000.00	\$12,000.00	9,200.00	\$9,200.00
212	Timber Bridge Repairs - Bent No. 7	1	LS	12,000.00	\$12,000.00	28,000.00	\$28,000.00	34,000.00	\$34,000.00	60,130.00	\$60,130.00
213	Steel Sheet Piling	360	SF	34.20	\$12,312.00	71.75	\$25,830.00	34.00	\$12,240.00	54.10	\$19,476.00
214	Structural Steel for Substructure	730	LB	5.10	\$3,723.00	5.54	\$4,044.20	6.00	\$4,380.00	8.00	\$15,840.00
Total MoPac Trail 310th Street Bridge				165,435.00		343,740.20		447,120.00		581,206.00	
TOTAL BID				389,356.80		783,053.45		945,098.00		1,079,262.00	
Addendum Nos. 1 & 2				Addendum 1 & 2		Addendum 1 & 2		Addendum 1 & 2		Addendum 1	
Bid Guarantee:				5% Bid Bond		5% Bid Bond		5% Bid Bond		5% Bid Bond	
Remarks:						Discrepancy in calculation.					

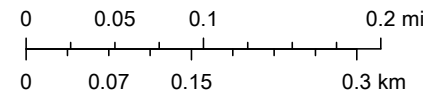
Homestead Trail bridge #11



12/10/2020, 11:19:57 AM

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

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Lancaster County, NE GIS, USDA FSA, GeoEye, Maxar, Esri, HERE, iPC

Web AppBuilder for ArcGIS

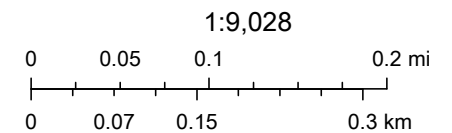
Digitized by JEO, March 2019 | Esri, HERE, iPC | Lancaster County, NE GIS, USDA FSA, Maxar |

MoPac 298th west #2 bridge



12/10/2020, 11:14:53 AM

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



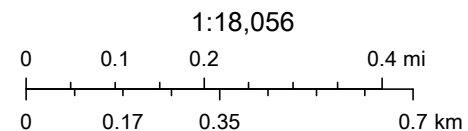
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MoPac 310th south #2 bridge



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

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



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

Web AppBuilder for ArcGIS
Digitized by JEO, March 2019 | Esri, HERE, iPC | USDA FSA, Maxar |

LETTER AGREEMENT AMENDMENT #2

This AMENDMENT (“Amendment”) shall amend and become part of the Letter Agreement for Professional Services dated July 31, 2020, 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

Homestead Trail and MoPac Trail Bridge Repairs (the “Project”)
near Hickman, Elmwood and Eagle, Nebraska

Timber Bridge Repairs along the Homestead and MoPac Trails
Homestead Trail - Bridge No. 11
MoPac Trail - Bridge No. 298th West No. 2
MoPac Trail - Bridge No. 310th South No. 2

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 “**Homestead Trail and MoPac Trail Timber Bridge Repairs**”. And is based on an approximate **110** working day (22 week) duration for construction. 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.

The Contractor shall have sole responsibility for meeting the contracted project completion dates. Any additional work performed by Olsson beyond the contract dates shall be reimbursed by the Client in accordance with the Labor Billing Rate Schedule(s),

Olsson will provide services to coordinate the work activities of the Client, Contractor, and other affected parties to confirm 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.

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, 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

- 2.2 Pre-Construction Meeting – Prepare for and attend Pre-Construction 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 and Safety
- Utility Coordination
- Material and shop drawing submittals
- Permits / Regulations
- Trail Closure signage

- 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.

Up to four (4) 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 pedestrian trail closures to the Lower Platte Natural Resources District
- 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 Quantities – Olsson shall review Contractor quantity reports and verify that the quantities are accurate and complete by field visits. 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

- 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, on-site inspection of the Contractor's work is limited to 2 visit per week based on a duration of 18 weeks.
- 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 and weekly summaries will be provided.~~
- 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 signing maintenance throughout the duration of the project, if necessary.
- 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 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.~~

~~Concrete (0) 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 – Construction Engineering

4.1 Construction Consultation – EOR shall:

- ~~Attend 1 Pre-Construction Meeting.~~ Previously scoped under Amendment No. 1.
- Attend up to 1 monthly progress meetings, as requested by Project Manager. 3 progress meetings (one per bridge) previously scoped in Amendment No. 1.
- Respond to fabrication and field questions and proposed changes.
- Evaluate conflicts that may arise during construction.
- Assist in completion of record drawings.

4.2 Shop Drawings – EOR shall:

- Review the detailed shop drawings. This review is for general conformance with design concept and geometry only and all main and detailed material to assure they conform to the requirements of the contract plan and specifications. List of shop plans required for this project:
 - Steel Sheet Piling (3 Bridges)
 - Structural Steel for Substructure (3 Bridges)
 - Alternate means and methods for timber repairs than shown on the plans (3 bridges, up to 3 each – 9 Total Reviews).
- Return each reviewed shop drawing electronically to the Contractor and saved to the project records. A stamp showing the level of acceptance must be placed on each shop drawing sheet. The reviewer's initials and the date of review must be indicated on the stamp. Return shop drawings within 10 business days after receiving them. Make all notations in red.

4.3 Site Visits – EOR shall:

- Completed up to 4 Site Visits per Bridge (3 Bridges - 12 Total Visits). The visits shall include:
 - 1 visit prior to the start of construction, with the Contractor, to review the existing condition of the bridge elements to be repaired per plan and document any condition changes. Any condition changes will be discussed with the owner if repair solutions go beyond those shown in the plans.
 - Up to 3 visits during the duration of construction, as requested by the Project Manager.
 - ~~1 visit after construction is complete to verify the repairs were completed per plan. This visit will coincide with the punchlist walkthrough.~~ Previously scoped in Amendment No. 1.

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.

SCHEDULE FOR OLSSON'S SERVICES

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

Scheduled Bid Opening:	September 18, 2024
Anticipated Contractor Start Date:	November 1, 2024
Substantial Completion Date:	May 1, 2025
Final Completion Date:	June 1, 2025

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, as summarized in the below table. See Engineering Calculation Sheet for additional information.

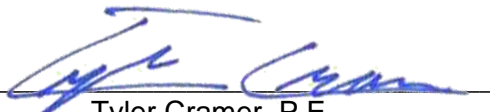
Task	Description	Fee Type	Fee
Phase 701 – Timber Bridge Repair Construction Phase Services			
701001	Construction Phase Services	TM	\$76,230.00
Total			\$76,230.00

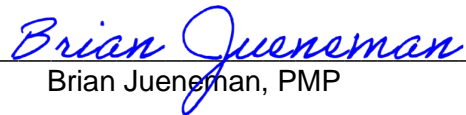
TERMS AND CONDITIONS OF SERVICE

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  _____
Tyler Cramer, P.E.

By  _____
Brian Juengeman, 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 2024 Billing Rate Schedule

<u>Description</u>	<u>Range</u>
Principal	\$140.00 - \$463.00
Project Manager	\$129.00 - \$274.00
Project Professional	\$95.00 - \$242.00
Assistant Professional	\$71.00 - \$178.00
Designer	\$90.00 - \$216.00
CAD Operator	\$59.00 - \$137.00
Administrative/Clerical	\$47.00 - \$206.00
Survey	\$56.00 - \$210.00 *
Construction Services	\$49.00 - \$279.00 *

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)	\$0.67/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).

