



LOWER PLATTE SOUTH
natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581 | P: 402.476.2729 • F: 402.476.6454 | www.lpsnrd.org

MEMORANDUM

Date: September 8, 2022

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, September 8, 2022, at 6:01 p.m., the Recreation, Forestry and Wildlife subcommittee met in the Large Conference Room. Subcommittee members present; Anthony Schutz – Chair, Tom Green, Mark Spangler, Ray Stevens, John Yoakum, and Don Jacobson. Other attendees were Paul Zillig, Deborah Eagan, David Potter, Ariana Kennedy, and Will Inselman.

First item on the agenda was the review of a proposal from EA Engineering, Science, and Technology, Inc., to conduct a survey on the sediment basin on the north end of Wildwood Lake. This area was created to trap sediment entering Wildwood Lake to avoid buildup of sediment in the main lake basin. This structure has not received any maintenance in 20-plus years. The sediment trap has worked well but we have noticed a large buildup of sediment in the area, and we now need to understand how much useful life this area still has. The EA Engineering, Science, and Technology, Inc. Scope of Work proposal includes a bathymetric survey of the basin to give us an idea of how much sediment is in the area and provide an idea of useful life of the sediment trap. It would also help give us an idea of interim improvements we may be able to make to extend the life of the basin. The timeline for completion is December 2022 and would be completed at a cost not to exceed \$13,975.00.

It was moved by Stevens and seconded by Green and approved to recommend the Lower Platte South NRD Board of Directors approve the consulting services agreement from EA Engineering, Science, and Technology, Inc. for the Wildwood Lake sediment basin survey, with a total cost not to exceed \$13,975, subject to legal counsel review.

Motion passed 5-1

Second on the agenda, was approval of the low bid received for the Cottontail WMA Grassland Restoration Project. Three bids were received for the Cottontail WMA grassland restoration project. Midwest Tree Cutters was the low bidder at \$20,000 and staff recommends that they be awarded the bid for the tree removal project. Because this bid came in lower than the estimated project cost, we requested that the agreement allow more acres to be cut, up to \$35,000, to take advantage of all cost share money provided by NGPC for this project. This flexibility would allow us to remove additional acres of tree encroached areas that would have otherwise been done by our own staff.

It was moved by Stevens and seconded by Yoakum and unanimously approved to recommend the Lower Platte South NRD Board of Directors approve the low bid from Midwest Tree Cutters, Inc. in the amount of \$20,000.00 for the Cottontail WMA Grassland Restoration Project and further authorize additional work to be done at Cottontail by Midwest Tree Cutters, Inc. at the unit cost, not to exceed a total of \$35,000.

Motion passed 6-0

Last on the agenda, were staff updates and reports on various projects. Reports/updates: Future Prairie Corridor property acquisitions and the Wabash trailhead vault toilet installation update.

Meeting adjourned at 6:45 p.m.

PC: RF&W subcommittee file

9/1/2022

Attn: Mr. Will Inselman
Lower Platte South Natural Resources District
3125 Portia Street/PO Box 83581
Lincoln, Nebraska 68501

RE: Technical and Cost Proposal for Wildwood Lake Sediment Basin Survey, Lancaster County, NE
EA Contract Number 0703040

Dear Mr. Inselman:

The purpose of this letter is to forward EA Engineering, Science, and Technology, Inc., PBC's (EA's) requested proposal for the above referenced project. EA's proposal response consists of two elements: Scope of Work and Price Schedule. In summary, EA proposes to perform the requested services as outlined in the attached documents on a Time and Materials basis, cost not to exceed \$13,975.

Under EA's Consulting Services Contract format, this project will be identified as shown above as 0703040. If additional projects/services are desired, follow-on work can be added by simply forwarding a proposal that references the Consulting Services Contract above, which will serve as a Basic Ordering Agreement. Follow-on projects will contain the same basic identifying number as above followed by a dash and a numerically increasing number. This will facilitate expedited proposal preparation, project setup, and execution.

As the first project, *Exhibit A-1: Scope of Work*, *Exhibit B-1: Price Schedule*, and *Exhibit C: Consulting Services Contract* are provided. Please review the attached exhibits to ensure that they meet your approval. To confirm your acceptance of EA's project approach, technical assumptions, pricing, and contract terms, please sign and date the acknowledgement of proposal in the "client" space provided on Page 3 of EA's Consulting Services Contract, and return this entire document to my attention. I will have the contract countersigned by the appropriate EA personnel and a copy immediately returned for your records. EA will begin work shortly after receiving the documents.

We thank you for the opportunity to be of service on this project. If I can be of any further assistance, please contact me at 402-476-3766.

Sincerely,



Luke Rief, PE
Project Manager

Attachments

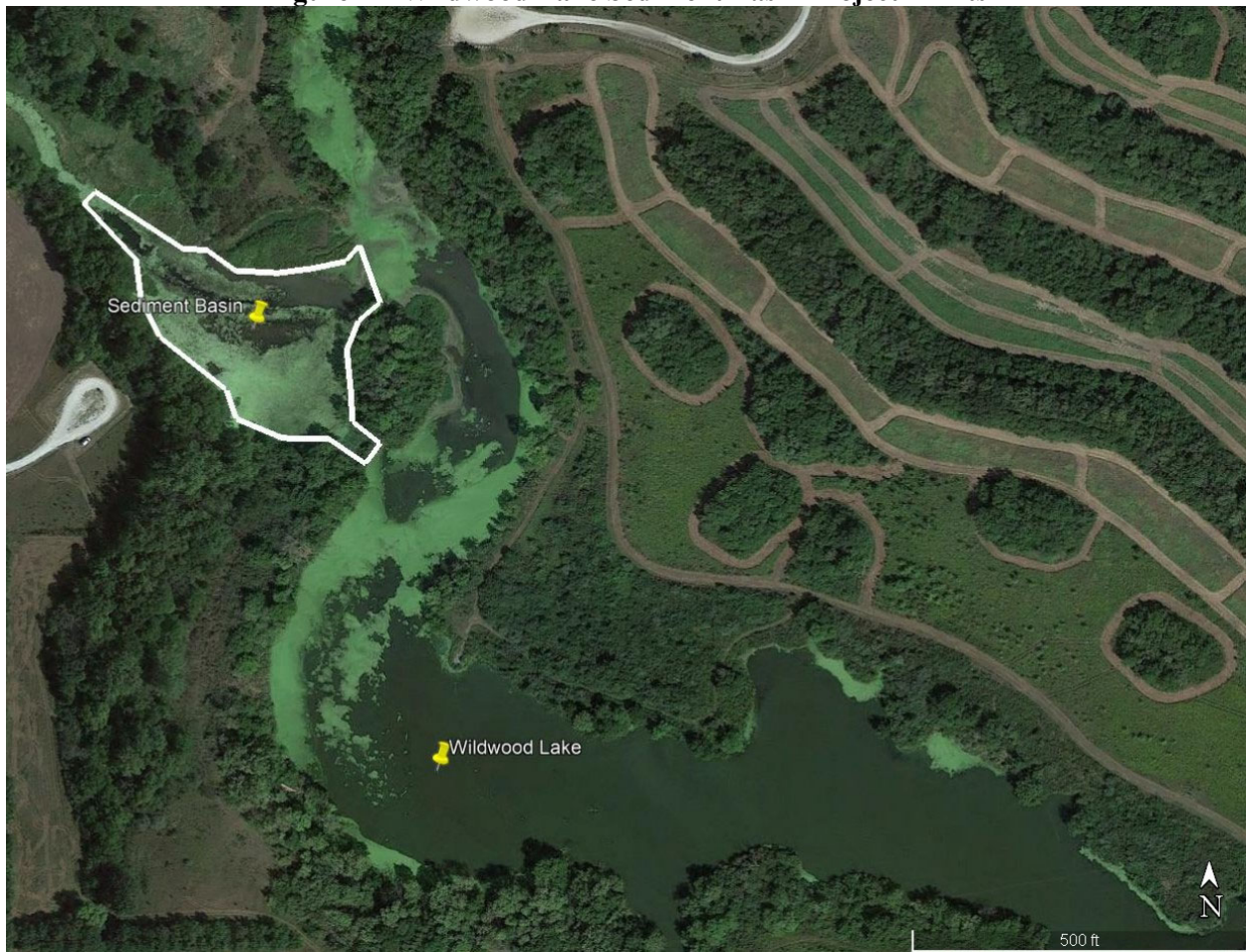
Exhibit A-1: Scope of Work (Contract No. 0703040)

This Scope of Work is incorporated into the Consulting Services Contract referenced above between EA Engineering, Science, and Technology, Inc., PBC and the Lower Platte South Natural Resource District.

SITE DESCRIPTION

Located approximately 3 miles south of Valparaiso, Nebraska, Wildwood Lake is the largest of eight flood control lakes managed for public recreation by the LPSNRD. Wildwood Lake is a 103 acre lake located within a 491 acre property. LPSNRD has asked EA to prepare the following scope of work for survey of the sediment basin located on the north end of the lake, and evaluation of the sediment basin's current sediment volume, future capacity, and potential for short term solutions to increase capacity.

Figure 1 – Wildwood Lake Sediment Basin Project Limits



SCOPE OF WORK

EA will provide the following services under this Scope of Work.

Task 1. Sediment Basin Survey

- 1.1. **Kickoff Meeting.** Conduct a project kickoff meeting with LPSNRD to review available background information, project scope, expectations, schedule, evaluation criteria, and perform site walk. The meeting will be onsite at Wildwood Lake WMA. EA will provide the meeting agenda and minutes.
- 1.2. **Survey.** Conduct a bathymetric survey of the sediment basin (project limits shown in Figure 1), approximately 1.7 acres, and inspect the condition of the existing riprap dikes. The bathymetric survey will include bathymetry of the open water and the edge of water will be collected using the RTK rover. Bottom of sediment will be surveyed with minimum coverage using a probe to reach the bottom of the basin in approximately 30 locations. Additional points will be collected up the bank and on the top of bank and in shallow areas to improve data coverage. The survey will be completed using an RTK GPS system and bottom finder. NAD83 will be used for the horizontal coordinate system datum and NAVD88 will be used for the vertical datum. Two EA staff members will conduct the survey using a gas-powered motorboat. AutoCAD Civil3D will be used to evaluate the data points and generate a contour map with 1-foot intervals.

Task 2. Sediment Basin Evaluation

- 2.1. **Draft Sediment Basin Evaluation Technical Memorandum.** The technical memorandum will include the following items:
 - Results of the survey, presented in 11x17 figure and electronic files.
 - Comparison of as-built survey if available or surveyed bottom based on probing of sediment at 30 locations completed under this scope of work, to new surveyed top of sediment completed under this scope of work. Comparison will be presented in 11x17 figure and include quantities.
 - Analysis of sediment thickness, volume, accumulation rate, and performance evaluation of sediment basins, including estimated future capacity and effectiveness.
 - Recommendations for short term modifications or maintenance to increase effectiveness and effective lifetime.

The technical memorandum will be submitted electronically, and a meeting will be conducted at the LPSNRD office in Lincoln to review the technical memorandum. LPSNRD will have the opportunity to review the technical memorandum and provide comments. EA will provide the meeting agenda and minutes.
- 2.2. **Final Sediment Basin Evaluation Technical Memorandum.** Upon completion of the Draft Sediment Basin Evaluation Technical Memorandum, EA will prepare and submit the Final Sediment Basin Evaluation Technical Memorandum, which will include the following items:
 - Revised Technical Memorandum addressing all comments from LPSNRD.
 - If the LPSNRD does not have comments, the draft memorandum will be resubmitted as final.
- 2.3. **Assumptions.** The following assumptions are included with this project phase:
 - No geotechnical analysis of sediment within the basin is required, and thereby sediment distribution within the basin by particle size will not be included within the evaluation.

- The survey will be completed within the basin utilizing a motorized boat and bottom finder. If the basin cannot be accessed by boat, survey will be completed using kayak and personnel in waders, this method will result in fewer points captured within the basin.
- The survey only includes the sediment basin, outlined in Figure 1. The survey will not include the entire lake.
- The as-built survey of the sediment basin is available and in electronic format so it may be used for comparison. Some effort may be required to insert as-built survey into correct coordinate system.
- The scope does not include any wetland delineation or other permitting that may be required before doing work at the site.

SCHEDULE

EA proposes to complete the Scope of Work listed above according to the following proposed schedule.

<u>Item</u>	<u>Date</u>
1. Kickoff Meeting	October 2022
2. Basin Survey	October 2022
3. Sediment Basin Evaluation Technical Memorandum	December 2022

The following assumptions are included with this schedule:

- Notice to Proceed on 1 October 2022.
- Two weeks are provided for NRD to review draft deliverable.

Exhibit B-1: Price Schedule (Contract No. 0703040)

The following project price schedule applies to the services provided by EA Engineering, Science, and Technology, Inc., PBC for the project and contract referenced above.

EA proposes to perform the requested services as outlined on a Time and Materials basis, **cost not to exceed \$13,975**. The labor and other direct costs necessary to complete work are included in the price. A breakdown per task is provided below. Invoices for progress payments will be submitted monthly.

	Labor Hours	Labor Cost	Subcontractor(s)	Equipment	Other Direct Costs (ODCs)	Travel	TOTAL
Phase 1 - Sediment Basin Survey	42	\$4,582.00	\$0.00	\$357.01	\$1,155.00	\$0.00	\$6,094.01
Phase 2 - Sediment Basin Evaluation	84	\$7,844.00	\$0.00	\$36.94	\$0.00	\$0.00	\$7,880.94
GRAND TOTAL	126	\$12,426	\$0	\$394	\$1,155	\$0	\$13,975

Lower Platte South National Resource District
 Wildwood WMA Sediment Basin Survey
 Estimated Cost for Engineering Services
 TABLE B - SUMMARY OF ESTIMATED COSTS

(1) Direct Labor	Class Code	Hours	Rate	Cost
Program Manager	0	0	\$243.00	\$0.00
Senior Project Manager	0	0	\$208.00	\$0.00
Project Manager	0	9	\$128.00	\$1,152.00
Senior Technical Review	0	2	\$214.00	\$428.00
Senior Engineer	0	0	\$197.00	\$0.00
Mid Engineer	0	13	\$128.00	\$1,664.00
Junior Engineer	0	66	\$81.00	\$5,346.00
Senior Scientist/Geologist	0	8	\$179.00	\$1,432.00
Mid Scientist/Geologist	0	0	\$106.00	\$0.00
Junior Scientist/Geologist	0	0	\$75.00	\$0.00
Construction Manager	0	0	\$131.00	\$0.00
Construction Inspector	0	0	\$76.00	\$0.00
Technician	0	0	\$57.00	\$0.00
CADD/GIS	0	12	\$107.00	\$1,284.00
Drafter	0	16	\$70.00	\$1,120.00
Editorial Review	0	0	\$68.00	\$0.00
Administrative Assistant	0	0	\$63.00	\$0.00
Procurement	0	0	\$128.00	\$0.00
		126		
Subtotal Direct Labor				\$12,426.00

(3) Equipment	Units	No. of Units	Rate	Cost
Report Preparation Materials	inch	3	\$18.47	\$55.41
Vehicle Usage (1/2 Ton Pickup)	day	3	\$75.05	\$225.15
Vehicle Usage (1/2 Ton Pickup)	week	0	\$300.21	\$0.00
Vehicle Usage (1/2 Ton Pickup)	mile	120	\$0.25	\$30.00
Giddings Rig	day	0	\$252.77	\$0.00
Jon Boat /w Motor	day	1	\$83.39	\$83.39
Large Boat (17' Tracker with Trailer)	day	0	\$250.17	\$0.00
Level, Tripod, Rod	day	0	\$32.32	\$0.00
Trimble GPS GeoXT/Mobile Mapper	day	0	\$89.35	\$0.00
Trimble GPS GeoXT/Mobile Mapper	week	0	\$357.39	\$0.00
Horiba U-10 Water Quality Meter (6 parameters)	day	0	\$73.30	\$0.00
Water Level Meter-Sonlinst 101/QED	day	0	\$23.83	\$0.00
YSI-556	day	0	\$89.35	\$0.00
YSI ProDSS	day	0	\$77.43	\$0.00
YSI ProDSS 100M Cable	day	0	\$107.22	\$0.00
YSI DSS Pro 20M Cable	day	0	\$43.07	\$0.00
Soil Auger Kit (Hand Operated)	day	0	\$16.73	\$0.00
Submersible Pump	day	0	\$41.70	\$0.00
Peristaltic Pump	day	0	\$44.23	\$0.00
Generator: 110 volt	day	0	\$57.18	\$0.00
Mini-Rae Survey Mode PID	day	0	\$83.39	\$0.00
[Blank]	day	0	\$1.00	\$0.00
[Blank]	day	0	\$1.00	\$0.00
[Blank]	day	0	\$1.00	\$0.00
[Blank]	day	0	\$1.00	\$0.00
Subtotal Equipment				\$393.95

(4) Other Direct Costs (ODC's)	Units	No. of Units	Rate	Cost
Supplies	LS	50	\$1.00	\$50.00
Shipping	EA	2	\$75.00	\$150.00
RTK GPS with Network Base (rental)	day	2	\$355.00	\$710.00
EDR Report	LS	0	\$1.00	\$0.00
Title Search	LS	0	\$1.00	\$0.00
Sonar Mite	LS	1	\$140.00	\$140.00
[Blank]	LS	0	\$1.00	\$0.00
[Blank]	LS	0	\$1.00	\$0.00
[Blank]	LS	0	\$1.00	\$0.00
[Blank]	LS	0	\$1.00	\$0.00
Subtotal Other Direct Costs (ODC's)				\$1,050.00
Markup @ 10.00%				\$105.00
Subtotal Other Direct Costs (ODC's) and Markup				\$1,155.00

TOTAL ESTIMATED PROJECT COSTS **\$13,975.00**



Billing Rate Schedule

LABOR	Hourly Rate
CONSULTING/ENGINEERING	
Senior Project Manager	208
Project Manager	128
Senior Technical Review.....	214
Senior Engineer	197
Mid-Level Engineer	128
Junior Engineer.....	81
Senior Geologist/Scientist	179
Mid-Level Geologist/Scientist	106
Junior Geologist/Scientist.....	75
Construction Manager	131
Construction Inspector	76
Technician	57
Editorial Review	68
GRAPHICS / DRAFTING / GIS	
CADD/GIS	107
Drafter	70
PROJECT SUPPORT SERVICES	
Administrative Assistant	63
Procurement.....	128
NONSALARY EXPENSES	1.12 times cost

Equipment that is included on the EA Standard Bill Schedule will be billed accordingly.
Other Nonsalary Expenses not included on the EA Standard Bill Schedule (such as subcontractors, supplies, etc.) will be billed as noted above.

Note: Rates are effective through calendar year 2022. Rates will be updated on annual basis and adjusted for escalation.

Contract # _____

Date: _____

EA as used herein means **EA Engineering, Science, and Technology, Inc., PBC**

Client as used herein means the other party to this contract.

WHEREAS, EA provides an extensive range of integrated and comprehensive consulting, engineering, scientific, and analytical services; and

WHEREAS, Client desires to utilize EA's services.

NOW, THEREFORE, for good and valuable consideration, EA agrees to provide the professional services described herein, and Client agrees to accept and pay for such services, all in accordance with the following terms and conditions:

1. Definitions The following terms shall have the meanings set forth below whenever they are used in this Agreement:

- a) "Scope of Work" (SOW) shall mean the description of the services to be provided by EA as mutually agreed upon by EA and Client, and will be performed on either a firm fixed price (FFP) or time and materials (T&M) basis. The SOW and the Price will be set out in the attached Exhibit "A"(s) (or EA's Proposal) as described below, incorporated by reference into this Agreement.
- b) "Documentation" shall mean deliverable documentation as described in the SOW.
- c) "Equipment" shall mean all indoor and outdoor equipment used by EA at Client sites for the purpose of providing services as described in the SOW.
- d) "Proprietary Information" shall mean all data, information, manuals, materials, trade secrets, patents, products, processes, plans, whether in written, graphic or oral form, and similar proprietary know-how of EA.

2. Ordering EA services sought by the Client shall be ordered as follows:

- a) In response to either a written or verbal request from Client, EA will prepare a written proposal that shall minimally contain a SOW, cost and form of compensation (FFP or T&M).
- b) Each EA Proposal shall be dated and sequentially numbered as Exhibit A1, A2, A3, etc. and reference this EA Consulting Service Agreement contract number.
- c) If acceptable, the Client will sign and date the EA proposal acknowledging acceptance of the costs of the services to be rendered by EA

3. Compensation / Billing EA's invoices will be issued at least monthly and are payable upon receipt. Invoices shall reference the appropriate EA Proposal

Letter or Exhibit A numbers. Balances thirty (30) days past due are subject to interest at 1.5% per month. EA may suspend services under any Client Agreement until all past due accounts have been paid.

The SOW is often not fully definable prior to the execution of this Agreement as investigation may uncover additional facts and information requiring an alteration in the SOW and/or the Price for the services. For services on a time and materials basis, the proposed fees are EA's best estimate of the charges required to complete the SOW. EA will inform Client of any material changes to either the SOW or the Price that may be required and which may alter the terms of this Agreement.

Costs and schedule commitments are subject to renegotiation for unreasonable delays caused by Client's failure to provide free access to sampling areas, specified facilities, or information, or for delays caused by unpredictable occurrences, or force majeure, such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in this Agreement.

In the event EA is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a proceeding to which it is not a party, Client shall reimburse EA for its costs and compensate EA at its then standard rates for the time spent gathering information and documents. Client agrees to compensate EA at the rate of one and one-half times EA's then current hourly rates for time spent in any deposition, hearing, proceeding or trial.

For services provided on a time-and-materials basis, the minimum time segment is four (4) hours for field work and one (1) hour for office work. The rental or use of EA's Equipment will be charged to the project in accordance with EA's "Corporate Equipment Rate Billing Schedule" which is either incorporated into the rates shown in Exhibit B, or is available upon Client's request. Equipment rates are subject to annual adjustment each September. EA's labor rates for services provided on a time-and-materials basis are fixed for one year with annual adjustment upon notice to Client.

Expenses related to the services and reimbursable by Client ("Other Direct Costs") include without limitation, travel and living expenses, phone, FAX, overnight delivery services, postage, shipping, and production costs; identifiable drafting and word processing supplies; equipment usage and rental fees; and expendable materials and supplies. Other Direct Costs are reimbursable by Client and are billed at EA's cost plus our applicable mark-up.

Contract # _____

Date: _____

Where applicable, any local or state taxes or fees (except state income taxes) are in addition to any quoted price/cost.

4. **Termination** This Agreement may be terminated by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Such termination is effected upon providing: (1) not less than thirty (30) calendar days written notice, and (2) an opportunity for consultation with the terminating party prior to termination. Client will be responsible for all services and direct expenses associated with the project through the effective date of cancellation, plus reasonable fee(s) and/or expenses for reallocation and demobilization of personnel and equipment.

5. **Confidential Information / Inventions** All Proprietary Information furnished by EA in connection with this Agreement, but not developed as a result of work under this Agreement or under prior agreements between Client and EA, shall be held confidential by Client, and returned to EA within thirty (30) days of the completion of the services or conclusion of the litigation wherein EA's services were provided.

All inventions, techniques, and improvements held by EA to be proprietary or trade secrets of EA prior to any use on behalf of Client, as well as all inventions, techniques, and improvements developed by EA independent of the services rendered to Client under this Agreement, remain the property of EA. Documents provided by Client will remain the Client's property, but EA may retain one confidential file copy.

6. **Standard of Care** EA will prepare all work and provide services in accordance with generally accepted professional practices ordinarily exercised by reputable companies performing the same or similar services in the same geographic area. NO WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

Client shall furnish documents and information reasonably within Client's control and deemed necessary by EA for proper performance of its services. EA may rely upon Client-provided documents and information in performing the services required under this Agreement and EA assumes no responsibility or liability for their accuracy.

Client agrees to advise EA, no later than upon the execution of this Agreement, of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the

site where EA's services are to be performed, that presents a potential danger to human health, the environment, or EA's equipment. Client agrees to a continuing obligation to provide EA related information as it becomes available to the Client. By virtue of entering into this Agreement or providing services hereunder, EA does not assume control of, or responsibility as an operator, waste generator or otherwise for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law; or otherwise to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment.

Upon Client's request, EA's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by EA in its files shall be the official base document. The Client will retain one conformed written copy. EA makes no warranty or representation to Client that the magnetic copy is accurate or complete. Any modifications of such magnetic copy by Client shall be at Client's sole risk and without liability to EA. Such magnetic copy is subject to all conditions of this Agreement.

7. **Indemnification** Each party shall indemnify, defend and hold harmless the other party from and against all liability, loss, cost, expense, or damage caused by the indemnifying party's negligent acts or negligent omissions in the performance of this contract. However in the event of any loss, damage or liability, whether to person or to property, arising out of the sole negligence of either EA or Client, such party will assume full responsibility for any liability arising thereof and hold harmless the other party. EA and Client further agree that if either EA or Client engages in willful misconduct, such party shall assume full responsibility for any liability arising thereof irrespective of the nature and degree of the other party's negligence, and will indemnify and hold harmless the other party. In no event shall EA be liable for any special, incidental, economic, or consequential damages whatsoever, regardless of the legal theory under which such damages may be incurred. In no event will EA's liability under this provision or Agreement exceed the lesser of the fees actually paid to EA under this Agreement or \$50,000.

For claims related to or involving pollution, toxic substances or hazardous wastes or for any other claims arising from underground hidden or undisclosed hazards, Client agrees to release, defend, indemnify and hold harmless EA and its officers, directors, employees, agents, consultants, and subcontractors from all claims, damages, losses, and expenses, including, but not limited to, reasonable fees and expenses of attorneys and

CONSULTING SERVICES CONTRACT

Contract # _____

Date: _____

consultants, and court costs, arising out of the performance of this Agreement. Such indemnification and release includes claims which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases or any other material, irritant, contaminant or pollutant regardless of the legal theory under which such damages may be incurred.

EA's field personnel will avoid hazards or utilities that are visible to them at the site. EA is not responsible for any damage or loss to property owned by Client or third parties due undisclosed or unknown surface or subsurface conditions, except to the extent such damage or loss is a direct result of EA's gross negligence.

8. **Severability** If any term or provision of this Agreement is held or deemed to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, this Agreement shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.
9. **Third Party Rights** EA's services under this Agreement are being performed solely for the benefit of Client, and no other entity shall have any claim against EA because of this Agreement or the performance or nonperformance of services provided by EA hereunder.
10. **Entire Agreement** This Agreement contains the entire agreement of the parties. It may not be modified or terminated orally. Any modification to these terms and conditions without the written approval of EA shall be null and void. In no event will the terms of any purchase order, work order or any other document provided by Client modify or amend this Agreement, even if it is signed by EA, unless EA signs a written statement expressly indicating that such terms supersede the terms of this Agreement. Any such terms are expressly rejected by EA.
11. **Assignment** EA reserves the right to assign this Agreement to its affiliates, subsidiaries, or successors as necessary in order to effectively carry out and complete the services specified by this Agreement.
12. **Governing Law** This Agreement shall be deemed made in, and in all respects interpreted, construed, and governed by, the laws of the State of Maryland, U.S.A. All disputes arising hereunder are to be resolved in the state and federal courts having jurisdiction of such disputes sitting in the State of Maryland or hearing appeals therefrom. Both parties consent to the jurisdiction of such courts over them for the purposes of this Agreement, and agree to accept service of process by registered mail.

**EA ENGINEERING, SCIENCE, AND TECHNOLOGY,
INC., PBC**

By: _____

Name: _____

Title: _____

Date: _____

CLIENT:

By: _____

Name: _____

Title: _____

Date: _____

Cottontail Wildlife Management Area Bid Specifications

Lower Platte South Natural Resources District

C/O: Will Inselman
3125 Portia St
Lincoln, NE 68521
402-432-5727
winselman@lpsnrd.org

There are two units (Unit A and Unit B; See map) to be cleared at the Cottontail Wildlife Management Area, totaling 54 acres. The area is in the E2 Section 20-T8N-R6E, Lancaster County, off SW 29th, ½ mile north of Martell, Nebraska.

Cutting Tree Species: All trees and shrubs will be cleared from the defined units. The unit boundary will be defined by either mowing, flagging/marking, or geographical features (i.e., lake shoreline or wetland). Trees are mostly cedar with some deciduous trees and olive shrubs in grassland areas. There are a couple of previously planted tree and shrub belts within the two units that will require removal. The work is all machine accessible. All woody plants will be cut at or near ground level.

Cutting Sizes: All trees and shrubs.

Stacking: All trees are to be stacked in tight piles, at least the size of two pickup trucks parked side-by-side. Piles will be at least 50' from fences, boundaries, and retained trees. The contractor will include stacking previously cut trees as part of this bid. The landowner is responsible for clearing any trees within fences, to be stacked by the contractor, ahead of contractor work.

Chemical: All cut stumps of deciduous trees and shrubs 2" DBH or larger are to be sprayed immediately with Pathway or equivalent herbicide. Spray must include dye so that treatment can be verified.

Fences: Trees that are physically within fences may be left, but it is the intention of this project to clear invasive trees adjacent to fences.

Bid Due Date: September 2, 2022. Please mail or email bids to Will Inselman at the address above. Please call or email if you have any questions. Contractors may also schedule a site visit with me before bidding or may visit the site on their own at any time. The selected contractor may access the site, within the defined cutting period as soon as the project is awarded. Since this is a public area, the contractor will provide one week notification prior to mobilization on site to allow for a public news release.

Deadline for Completion: Trees are to be cut and stacked between September 15, 2022 and April 15, 2023.

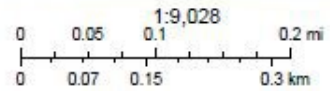
Cottontail WMA



5/23/2022, 10:57:47 AM

LPSNRD Dams

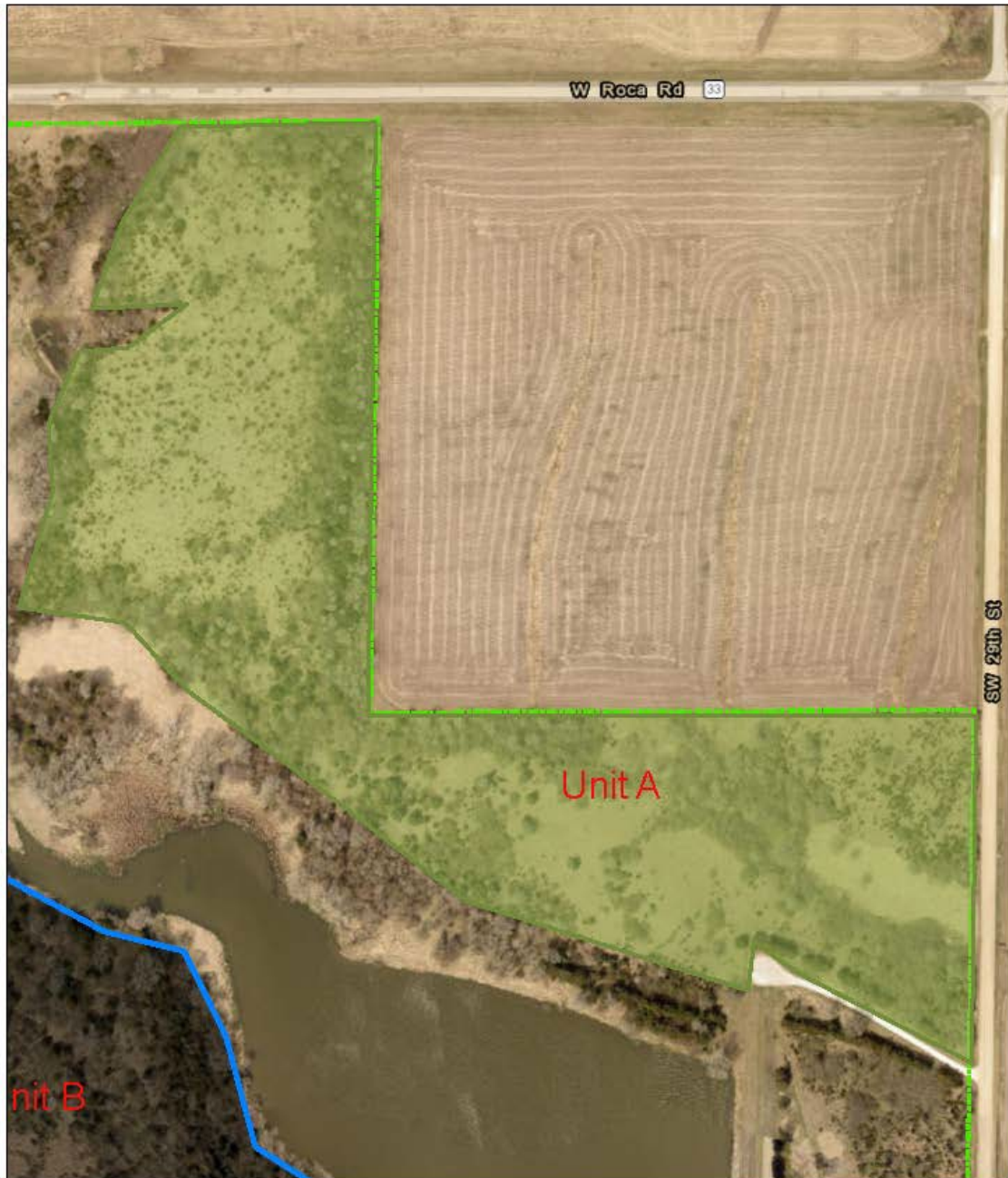
- ★ Watershed Dam (WS)
- ◆ Grade Stabilization (GS)
- ▭ Wildlife Mgmt Area - LPSNRD Lake Property
- ▭ LPSNRD Boundary





Esri, HERE, Garmin, (c) OpenStreetMap contributors, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

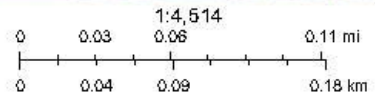
Web AppBuilder for ArcGIS
Digitized by JEO, March 2019 | Lancaster County NE GIS, Maxar | Esri, HERE, GeoTechnologies, Inc. |

Cottontail WMA - Unit A



6/29/2022, 2:09:07 PM

-  Wildlife Mgmt Area - LPSNRD Lake Property
-  LPSNRD Boundary





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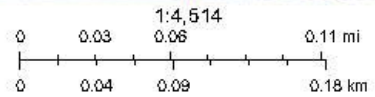
Web AppBuilder for ArcGIS
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Cottontail WMA - Unit B



6/29/2022, 2:05:53 PM

-  Wildlife Mgmt Area - LPSNRD Lake Property
-  LPSNRD Boundary



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Jerrel Roth
(402) 641-2005



Ryan Roth
(402) 641-6857

September 1, 2022

Lower Platte South Natural Resources District

BID:

Cotton Wildlife Management Area

Cutting, stacking and spraying stumps on 54 acres in the E2 Section

20-8N-R6E \$20,000.00

Thank You,

A handwritten signature in blue ink that reads "Jerrel Roth". The signature is written in a cursive style.

Midwest Tree Cutters, Inc.

2601 Pioneers Rd Milford, NE 68405

Cottontail Wildlife Management Area

**My bid is \$926/acre for a total of \$50,004.
Equipment, Feller Buncher, Mulcher, Harvester, Forwarder.
I toured site on 22nd August 2022**

**Colt Spence
Owner
Bohemian Lumberjack Company, LLC
PO Box 183
Morse Bluff, Ne 68648
402-719-7119**

Hofeling Enterprises, Inc.

2200 South Folsom Court
Lincoln, NE 68522
402-438-8733
quotes@hofelingenterprises.com
http://www.hofelingenterprises.com



Estimate

ADDRESS	SHIP TO	ESTIMATE	22-022est
Lower Platte South Natural Resources District	Lower Platte South Natural Resources District	DATE	08/31/2022
3125 Portia Street	Cottontail Wildlife Management Area		
PO Box 83581	W Roca Rd and SW 28th St		
Lincoln, NE 68501	Martell, NE		

PO #
22-022

DESCRIPTION	AMOUNT
Trees and shrubs will be cleared from the defined units (A and B)	147,500.00
Trees are to be stacked in tight piles	
All cut stumps of deciduous trees and shrubs 2" DBH or larger are to be sprayed daily with Pathway or equivalent herbicide. Spray will include dye so that treatment can be verified. Daily spraying of each section of trees/shrubs removed will be spot sprayed, not full broadcast, mounted on the back of a 4 wheeler.	
<hr style="border-top: 1px dashed #000;"/>	
SUBTOTAL	147,500.00
TAX	0.00
<hr style="border-top: 1px dashed #000;"/>	
TOTAL	\$147,500.00

Accepted By

Accepted Date