

MEMORANDUM

TO: Programs, Projects, and Operations Subcommittee

FROM: Ian Ghanavati, Water Resources Engineer

SUBJECT: Contractor Agreement with University of Nebraska-Omaha for Glacier Creek Management Activities

DATE: April 8, 2025

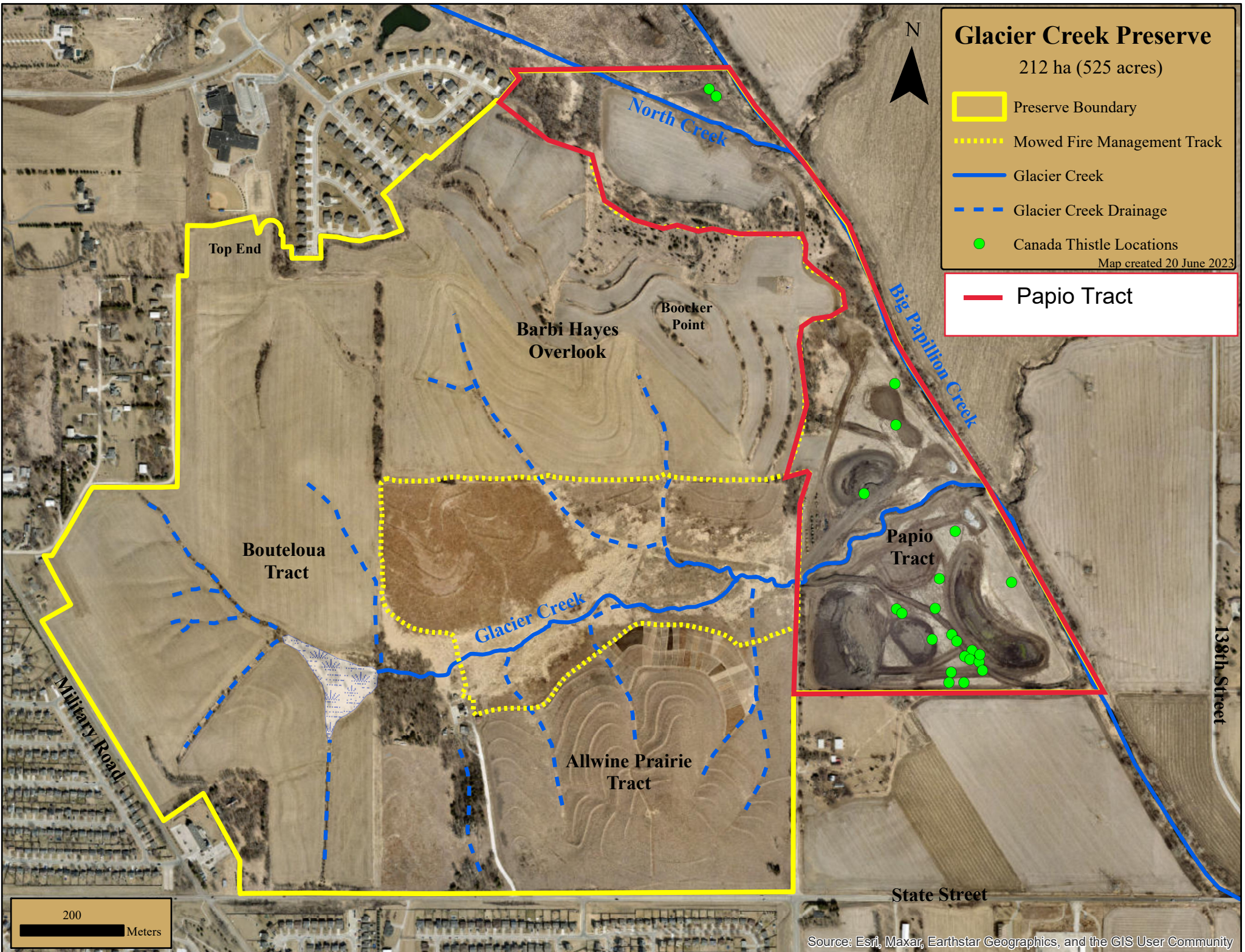
The Glacier Creek Wetland and Stream Mitigation Bank was completed in 2023 in partnership with the University of Nebraska-Omaha (UNO) and is in its third year of monitoring. The project involved the restoration of approximately 83 acres of agricultural land to a mixed complex of emergent and ephemeral wetlands and upland prairie buffer and is projected to provide 19.12 wetland credits and 36,859 stream credits to the District. These credits can be sold to mitigate for unavoidable impacts by public and private projects and are awarded based on the development of desirable vegetation within the Bank. To maximize the credit production, the District monitors the Bank yearly and implements management techniques to control invasive species, erosion, and other issues which may arise. Glacier Creek Bank is located northeast of 144th and State Street, adjacent to the existing 525-acre Glacier Creek Preserve, which is owned and operated by UNO. After monitoring of the Glacier Creek Bank is complete, UNO will become the long-term manager of the 83-acre site as well. See the attached map for the site layout.

In FY25, the District allocated \$35,000 for vegetation management at Glacier (site mowing and invasive species herbicide application) to be completed by contractors to the District. In July 2024, UNO informed District staff that the management approach was not fully addressing the issues at Glacier; invasive species required a more aggressive and frequent approach which was not feasible with continued use of individual contractor visits. UNO and District staff agreed that directly contracting with UNO, who maintains an on-site land manager, to complete management as needed would be more efficient.

A proposal was completed in August 2024 providing UNO a \$35,000 budget for management in FY25. Tasks include mowing and monitoring/spraying of invasive species. The document was reviewed by UNO administrative and legal staff and provided back to the District in February 2025. In the meantime, UNO decided to complete management work and track costs due to the immediate need for management. District legal counsel has reviewed and approved the revised contract agreement (attached). District staff recommend that the contract be executed, and that UNO be eligible for payment of all management work completed in FY25. To date, UNO has tracked \$9,679.00 in management work under the proposed agreement. If approved, the agreement will run until July 2025 at which time a new agreement will be drafted for FY26 management.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Contractor Agreement with the University of Nebraska-Omaha, subject to such other terms and conditions as the General Manager determines necessary and Legal Counsel approves as to form.

Attachments: Site Map, Proposed Contractor Agreement



Glacier Creek Preserve
 212 ha (525 acres)

- Preserve Boundary
- Mowed Fire Management Track
- Glacier Creek
- Glacier Creek Drainage
- Canada Thistle Locations

Map created 20 June 2023

Papio Tract

200
 Meters



PAPIO
 MISSOURI RIVER
 NATURAL RESOURCES DISTRICT

CONTRACTOR AGREEMENT
 (this "Contract")

Papio-Missouri River Natural Resources District ("the District")

8901 S. 154th Street

Omaha, NE 68138

Phone: 402-444-6222

Fax: 402-895-6543

Contractor Information:

Business Name: Board of Regents of the University of Nebraska on behalf of the University of Nebraska at Omaha Department of Biology ("Contractor")

Contact Person: Thomas B. Bragg

Address: Glacier Creek Preserve, 14810 State Street

City/State/Zip: Bennington, NE 68007

Phone: (402) 554-3378 Fax: (402) 554-3532

Email Address: tbraggs@unomaha.edu

Work to be performed for the District (the "Work"):

Management activities consisting of monitoring, herbicide treatment, and mowing as described in the attached "GCP Quote for Mitigation Bank Management" for the unit prices included in the proposal and below for a not-to-exceed total of \$35,000.
 -Monitoring: \$250/event
 -Herbicide Treatment: \$585/event
 -Mowing: \$6650/event

Contract Price: \$ 35,000 _____

Contractor shall commence the Work on:

8/1/2024

and shall complete the Work by:

6/30/2025

Time is of the essence for the Work. Contractor shall be responsible for obtaining any and all licenses, permits, and authorizations required for the Work. This Contract may only be amended or supplemented by a written change order executed by the District. Contractor shall not be entitled to any additional compensation in excess of the Contract Price, without the District's prior written approval in the form of a written change order.

Contractor agrees to undertake the Work as an independent contractor without creation of an employee-employer relationship between Contractor and the District. To the extent allowed by law, each party agrees that it will be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts and omissions of the other party. Each party therefore agrees that it will assume all risk and liability to itself, its agents and employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement.

Insurance with Contractor as Policy holder or as adequately funded self-insured shall be maintained by the Contractor. A letter of self-insurance shall be provided to District upon request.

Contractor agrees to perform the Work skillfully, carefully, diligently and in a good and workmanlike manner.. Contractor agrees to comply with all Federal, State and local laws, codes, regulations, and the policies of the District, which can be found at <https://www.papionrd.org/policies-and-manuals/> (collectively, "Laws and Regulations"). Contractor further agrees to pay all taxes imposed by any Federal, State or local law, and any employment insurance, pensions or old-age retirement funds, due as a result or incident of the Work.

Either party may terminate this Contract, for convenience, at any time and for any or no reason upon seven (7) days prior written notice to the other party. In the event of material breach of the Contract by either party, the non-breaching party reserves the right to immediately terminate the Contract without prior notice to the other party. If the Contract is terminated, Contractor shall only be entitled to the portion of the Contract Price for which Contractor has performed the Work. The District reserves any and all rights in the event of termination of the Contract.

Either party may cancel this Agreement and both parties will be released from any liability or damages hereunder if the terms of this Agreement cannot be fulfilled due to an Act of God or any other legitimate condition beyond the control and without the fault or negligence of either party ("Force Majeure Event"). For the purposes of this Agreement, a Force Majeure Event includes, without limitation, landslide, lightning, earthquake, hurricane, tornado, flood, blizzard, other adverse and inclement weather, fire, explosion, act of a public enemy, war, blockade, insurrection, riot, civil disturbance, labor dispute, strike, work slowdown, work stoppage, order or judgment of any governmental authority, adoption of or change in any applicable law, outbreak of serious life-threatening contagious disease, pandemic, epidemic, or any other similar cause or similar event beyond the control and without the fault or negligence of either party.

Pursuant to Neb. Rev. Stat. § 48-1122, Contractor and his or her subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his or her hire, tenure, terms, conditions, or privilege of employment because of his or her race, color, religion, sex, disability, or national origin.

Pursuant to Neb. Rev. Stat. § 4-114, Contractor shall utilize a federal immigration verification system to determine the work eligibility status of new employees physically performing services related to this contract.

Nothing herein or in any other agreement between Contractor and the District shall be construed as a waiver of all or any part of, or as in any way limiting, the sovereign immunity afforded to the District pursuant to Laws and Regulations.

Signatures on following page

Accepted and agreed to:

Papio-Missouri River Natural Resources District

By: _____ **Date:** _____
Signature

Printed Name

Title

.....

Contractor: Board of Regents of the University of Nebraska on behalf of the University of Nebraska at Omaha Department of Biology

Business Name

By: _____ **Date:** _____
Signature

Printed Name

Title

GCP Quote for Mitigation Bank Management

Glacier Creek Preserve (GCP) will provide routine management of the Glacier Creek Wetland and Stream Mitigation Bank (Mitigation Bank) for the Papio-Missouri River Natural Resource District (NRD). Costs below are per treatment since the number of treatments required varies depending on plant growth. Management beyond 2025 will be reassessed at the end of 2025 based on the condition of the mitigation bank at that time.

Management would include:

- **Monitoring:** Minimum of weekly monitoring for non-native invasive plant species within the Mitigation Bank throughout the year beginning 8/1/2024 and extending through 2025.
- **Herbicide Treatment:** As-needed herbicide treatment of invasive species will include, but not be limited to, Reed Canary Grass, Canada Thistle, Musk Thistle, and Bull Thistle. Invasive species control varies across the seasons, but GCP estimates there would be approximately five (5) herbicide treatments yet this year (2024) with an estimate of twenty (20) treatments between April and October in 2025.
- **Mowing Treatment:** Mowing of the entire 50 mowable acres will be completed with a tractor-driven brush mower at a mow-height of 8-10 inches. GCP estimates the need for one (1) mow treatment yet this year (2024), which includes individual spot-mowing of patches, with an estimate of four (4) mow treatments during 2025, although like herbicide treatment, the number of mows required will depend on plant growth.

Summary: Based on detail shown on Table 1-5 below, the following is a summary of our estimate for the remainder of 2024 and for all of 2025.

1. **2024: \$16,150 (\$585 x 5 treatments for Herbicide material & labor + \$250 x 13 Weekly Monitoring + \$9975 for one 50-acre mow and 25 acres of spot mowing)**
2. **2025: \$44,800(\$585 x 20 treatments for Herbicide material & labor + \$250 x 26 Weekly Monitoring + \$6650 x 4 treatments for Mowing)**

Table 1: Herbicide cost per treatment. One treatment equals an eight-hour workday of herbicide application. See Table 4 for labor breakdown.

Item	Rate
Labor (See Table 4)	\$560 per treatment
Herbicide (See Table 5)	\$25 per treatment
Total cost per treatment	\$585

Table 2: Monitoring costs. Monitoring will be conducted at least weekly throughout each month by GCP staff. The cost is based on the hourly rate of approximate staff salaries.

	Hourly Rate	Hours per week	Total
Monitoring	\$25	10	\$250

Table 3: Mowing costs per mow. Includes machinery, fuel, and labor. The Rate per Acre is based on 2024 Nebraska Custom Rates (attached to email)

	Acres	Rate per acre	Total Cost /Mow
Mowing Costs	50	\$133	\$6650

Table 4: Breakdown of herbicide labor hours.

Herbicide applicator hours	Rate per hour	Hours per treatment	Total
GCP Land Management Specialist	\$25	8	\$200
GCP Intern	\$15	8	\$120
GCP Intern	\$15	8	\$120
GCP Intern	\$15	8	\$120
			\$560

Table 5. Estimate of herbicide costs based on per treatment use

Herbicide	Cost per Ounce	Ounce per treatment	Total herbicide cost per treatment
Milestone	\$2.70	8	\$22
AquaNeat	\$0.27	12	\$3
			\$25