

**Programs, Projects & Operations
Subcommittee Meeting
Lower Level Conference Room
May 11, 2004
8:00 p.m.
Agenda**

Programs, Projects & Operations:

John Conley, Chairperson
Rich Jansen, Vice-Chairperson
Tim Fowler
Joe Neary
Rich Tesar

Alternate Members: Dick Connealy
Pete Rubin

Staff Liaison: Gerry Bowen *
Jerry Herbster
Ralph Puls
Paul Woodward

1. Meeting Called to Order – Chairperson John Conley
2. Quorum Call
3. Adoption of Agenda
4. Proof of Publication of Meeting Notice
5. Review and Recommendation on Professional Services Contract Agreement with BCDM for the Elkhorn River West Maple Street Road Access Site – Kevin Strehle, BCDM; and Dick Sklenar
6. Review and Recommendation on Lower Platte River Corridor Alliance – Rodney Verhoeff, LPRCA; and Gerry Bowen
 - a. Nebraska Community Foundation
 - b. FY 2005 Budget
 - c. Lower Platte River Cumulative Impacts Study
 - d. Report on Sarpy County Water Supply/Waste Water Infrastructure Study Request for Proposals
7. Review and Recommendation on Interlocal Agreement with Nebraska Department of Roads on Trail Project North of Springfield – Gerry Bowen
8. Review and Recommendation on Equipment Purchases/Replacements for FY 2005 – Jean Tait
9. Other Items of Interest
10. Adjourn

MEMORANDUM

TO: Programs, Planning and Operations Subcommittee

FROM: Dick Sklenar

SUBJECT: Professional Services Contract for Elkhorn River Access Site

DATE: May 3, 2004

Attached is a copy of the Professional Services Agreement with Beringer Ciaccio Dennell Mabrey, Inc. (BCDM) for development of an Elkhorn River access point at West Maple Street (Hwy 64). The development of this site will be the first of three that will occur over the next few years.

Part of the fees contemplated by BCDM is the investigation and determination of which grants to apply for. There are three programs that the Game and Parks Commission administers that could possible apply to this location. I am confident that grant funds would most likely pay for half the construction costs for this site and a good portion of the engineering fees as well. The awarding of grant funds for this project will not be known by the District until March 2005. Construction activities are expected to occur several weeks later.

The Staff recommends that the Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute a professional services contract with BCDM, inc. for the Elkhorn River Maple Street Access Site, for a fee not to exceed \$57,056.16, subject to changes deemed necessary by the General Manager and approval as to form by District's Legal Counsel.

Abbreviated Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Thirty-First day of March in the year Two Thousand and Four
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

Papio-Missouri River Natural Resources District
8901 South 154th Street
Omaha, Nebraska 68138-3621

and the Architect:
(Name, address and other information)

Beringer Ciaccio Dennell Mabrey, Inc.
1015 North 98th Street, Suite 300
Omaha, Nebraska 68114

For the following Project:
(Include detailed description of Project)

Elkhorn River Maple Street Access, Douglas County, Nebraska
Scope of work includes grant application assistance and schematic design through contract administration services for the implementation of Elkhorn River access at Maple Street.

The Owner and Architect agree as follows.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

1.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Articles 2, 3 and 12.

1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.3 The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.



©1997 AIA®
AIA DOCUMENT B151-1997
ABBREVIATED OWNER-ARCHITECT
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

1.4 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner. (See Article 12.)

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate opinion of probable Construction Cost based on current area, volume or similar conceptual estimating techniques.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare and personally present, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate opinion of probable Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor. The Architect shall not be required to furnish legal or insurance services to the Owner.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.



©1997 AIA®
AIA DOCUMENT B151-1997
ABBREVIATED OWNER-ARCHITECT
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate opinion of probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals to be awarded by the Owner and assist the Owner in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the contractually required date of Substantial Completion of the Work. If the Architect is required to provide services beyond the time stated in this Article, such services shall be considered Additional Services.

2.6.1.1 The Architect will, however, as part of Basic Services, conduct a warranty-review observation of the project, when requested by the Owner, approximately 11 months after the date of Substantial Completion.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

2.6.3 Duties, responsibilities and limitations of authority of the Architect under this Paragraph 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

2.6.5 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against apparent defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.6.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.



©1997 AIA®
AIA DOCUMENT B151-1997
ABBREVIATED OWNER-ARCHITECT
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 CERTIFICATES FOR PAYMENT

2.6.9.1 The Architect shall review and ~~certify~~ recommend to the Owner the amounts due the Contractor and shall issue certificates in such amounts.

2.6.9.2 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

2.6.9.3 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.10 The Architect shall have authority to advise the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to recommend to the Owner to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

2.6.11 The Architect shall review and ~~approve~~ comment upon or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no unreasonable delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute a review or approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.



©1997 AIA®
AIA DOCUMENT B151-1997
ABBREVIATED OWNER-ARCHITECT
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

item shall not indicate approval of an that the Architect has reviewed the entire assembly of which the item is a component.

2.6.12 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. The Architect shall conduct site visits for apparent deficiencies in the Work and to determine the completion of the Work, and shall receive, review, and provide to the Owner written guarantees, manufacturers' manuals, parts lists, and all other documents provided by the Contractor for the Project. Upon the request of the Owner, but not before, the Architect shall issue a final Certificate for Payment.

2.6.15 The Architect shall interpret and decide matters make recommendations concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents and accepted by the Owner.

2.6.18 The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to mediation and arbitration as provided in this Agreement and in the Contract Documents.



©1997 AIA®
AIA DOCUMENT B151-1997
ABBREVIATED OWNER-ARCHITECT
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.



©1997 AIA®
AIA DOCUMENT B151-1997
ABBREVIATED OWNER-ARCHITECT
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project. (See Article 12.)

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

3.4.10 Providing detailed estimates of Construction Cost.

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.12 Providing analyses of owning and operating costs.

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.



©1997 AIA®
AIA DOCUMENT B151-1997
ABBREVIATED OWNER-ARCHITECT
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the contractually required date of Substantial Completion of the Work. (See paragraph 2.6.1.)

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, hazardous materials storage, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

4.6 The Owner shall furnish the services of consultants other than those designated in Paragraph 4.5 when such services are requested by the Architect and are reasonably required by the scope of the Project.



©1997 AIA®
AIA DOCUMENT B151-1997
ABBREVIATED OWNER-ARCHITECT
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.4 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 The Owner shall provide prompt written notice to the Architect if the Owner or its representative(s) becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

ARTICLE 5 CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

5.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, the preliminary estimate opinion of probable Construction Cost and detailed estimates opinion of probable Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate opinion of probable Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.



©1997 AIA®
AIA DOCUMENT B151-1997
ABBREVIATED OWNER-ARCHITECT
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Paragraph 8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Subparagraph 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

6.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

6.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

6.3 Except for the licenses granted in Paragraph 6.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Paragraph 6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the



©1997 AIA®
AIA DOCUMENT B151-1997
ABBREVIATED OWNER-ARCHITECT
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

6.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 7 DISPUTE RESOLUTION

7.1 MEDIATION

7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by ~~arbitration~~ other means.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. ~~The request may be made concurrently with the filing of a demand for arbitration but, in such event, in~~ Mediation shall proceed in advance of any arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.2 ARBITRATION

7.2.1 In the event of any claim, dispute or any matter in question arising out of or related to this Agreement, the parties shall first discuss the use of arbitration prior to resorting to judicial resolution of such claim, dispute or question. ~~Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 7.1.~~

7.2.2 ~~Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.~~

7.2.3 ~~A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.~~

7.2.4 ~~No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined.~~



©1997 AIA®
AIA DOCUMENT B151-1997
ABBREVIATED OWNER-ARCHITECT
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

~~Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~7.2.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

ARTICLE 8 TERMINATION OR SUSPENSION

8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due. ~~and all Termination Expenses as defined in Paragraph 8.7.~~

8.7 ~~Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~



©1997 AIA®
AIA DOCUMENT B151-1997
ABBREVIATED OWNER-ARCHITECT
-AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12.

9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

9.4 To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

9.6 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.7.1 The Owner shall include this provision in its contract with the Contractor.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

9.9 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

9.10 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.



©1997 AIA®
AIA DOCUMENT B151-1997
ABBREVIATED OWNER-ARCHITECT
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

ARTICLE 10 PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Article 12;
- .8 other similar direct Project-related expenditures.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 ~~An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.~~

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.



©1997 AIA®
AIA DOCUMENT B151-1997
ABBREVIATED OWNER-ARCHITECT
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

ARTICLE 11 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 ~~An Initial Payment of Dollars (\$) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.~~

11.2 BASIC COMPENSATION

11.2.1 *For Basic Services*, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

On an Hourly Not To Exceed Basis in accordance with Exhibit 'B' attached hereto, it being understood that, notwithstanding any other provision of this Agreement, the Architect's total compensation for Basic Services and for expenses shall not exceed the sum of \$57,056.16.

11.2.2 ~~Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable: —~~

(Insert additional phases as appropriate.)

Schematic Design Phase:	percent (%)
Design Development Phase:	percent (%)
Construction Documents Phase:	percent (%)
Bidding or Negotiation Phase:	percent (%)
Construction Phase:	percent (%)

~~one hundred percent (100%)~~



11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 *For Project Representation Beyond Basic Services*, as described in Paragraph 3.2, compensation shall be computed as follows:

Hourly Rate Plus Reimbursable Expenses per attached Rate Schedule (Exhibit 'A').

11.3.2 *For Additional Services of the Architect*, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

©1997 AIA®
AIA DOCUMENT B151-1997
ABBREVIATED OWNER-ARCHITECT
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

Hourly Rate Plus Reimbursable Expenses per attached Rate Schedule
(Exhibit 'A').

11.3.3 *For Additional Services of Consultants*, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of one and one tenth (1.1) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

For Reimbursable Expenses, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of one and one tenth (1.1) times the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 *If the Basic Services* covered by this Agreement have not been completed within eighteen (18) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

12.1 BASIC COMPENSATION PROVISION:

12.1.1 If the Construction Phase of this Agreement has not been completed within thirty (30) days beyond the first Substantial Completion Date established in the Owner/Contractor Agreement, extension of the Architect's services beyond that time shall be compensated as provided in subparagraphs 10.3.3, 11.3.2, 11.3.3, and 11.4.

12.2 ADDITIONAL INDEMNIFICATION AND RELEASE PROVISIONS

12.2.1.1 Release. To the fullest extent permitted by law, the Owner releases and holds harmless Architect, its successors and assigns, and its shareholders, officers, directors, agents and employees against any and all losses, costs, liabilities, damages and/or expenses that the Owner may incur or be subject to as a result of its ownership and/or operation of the Project, except to the extent that such losses, costs, liabilities, damages, and/or expenses are the result of the negligent or intentional conduct of the Architect or the breach by the Architect of any provision of this Agreement.

12.2.1.2 Indemnification by Owner. To the fullest extent permitted by law, the Owner, at its own expense, shall indemnify, defend and hold harmless Architect, its

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.



©1997 AIA®
AIA DOCUMENT B151-1997
ABBREVIATED OWNER-ARCHITECT
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

successors and assigns, and its shareholders, officers, directors, agents and employees against any and all losses, costs, liabilities, damages and/or expenses (including, without limitation, reasonable attorneys' fees and expert witness fees) brought against Architect to the extent based on or arising from (a) the negligent or intentional conduct of the Owner in connection with the Project, or (b) any third party claims of breach of Owner's representations, warranties, covenants or agreements under this Agreement; except to the extent that such losses, costs, liabilities, damages and/or expenses are the result of the negligent or intentional conduct of the Architect or the breach by the Architect of any provision of this Agreement.

12.2.1.3 *Indemnification by Architect.* To the fullest extent permitted by law, the Architect, at its own expense, shall indemnify, defend and hold harmless Owner, its successors and assigns, and its shareholders, officers, directors, agents and employees against any and all losses, costs, liabilities, damages and/or expenses (including, without limitation, reasonable attorneys' fees and expert witness fees) brought against Owner to the extent based on or arising from (a) the negligent or intentional conduct of the Architect in connection with the Project, or (b) any third party claims of breach of Architect's representations, warranties, covenants or agreements under this Agreement; except to the extent that such losses, costs, liabilities, damages and/or expenses are the result of the negligent or intentional conduct of the Owner or the breach by the Owner of any provision of this Agreement.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

12.3 INSURANCE

12.3.1 The Architect, at its own, unreimbursed cost and expense, shall purchase, and maintain until the expiration of two years after completion of the work, the following policies of insurance with minimum requirements as shown:

- a) Workers' Compensation and Employer's Liability
 - i) Workers' Compensation: Statutory minimum.
 - ii) Employer's Liability: \$100,000.00 per accident.
- b) Professional Liability: \$1,000,000 claim / \$2,000,000 aggregate
- c) Commercial General Liability
 - i) \$500,000.00 each occurrence.
 - ii) \$2,000,000.00 general aggregate.
 - iii) \$2,000,000.00 products-completed operations aggregate.
 - iv) \$500,000.00 personal and advertising injury.
 - v) \$10,000.00 medical expense.
- d) Business Auto Liability - Owned, Non-Owned & Hired Vehicles: \$500,000.00 combined single limit.
- e) General Provisions:
 - i) All policies shall be endorsed to provide 30 days written notice to the Owner prior to termination or change in the coverage provided.
 - ii) The Owner reserves the right to approve the Architect's insurers.
 - iii) Workers' Compensation and Commercial General Liability policies shall be endorsed to provide Waiver of Subrogation in favor of the Owner.
 - iv) The Commercial General Liability policy shall be endorsed to include the Owner as Additional Insured (form CG 20 10).



©1997 AIA®
AIA DOCUMENT B151-1997
ABBREVIATED OWNER-ARCHITECT
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

Prior to commencement of the work, and from time to time thereafter at the Owner's reasonable request, the Architect shall submit certificates in form acceptable to the Owner evidencing that all the above such insurance policies are in effect.

12.4 ADDITIONAL PROVISION

12.4.1 Notwithstanding any other provision to the contrary in this Agreement, the parties agree that nothing in this Agreement shall be construed as (a) constituting a guaranty or warranty, express or implied, that the Architect's services will yield or accomplish a perfect outcome for the Project; (b) obligating the Architect to exercise professional skill or judgment greater than that which can reasonably be expected from other architects in similar circumstances; or (c) any assumption by the Architect of the liability of any other party. In the event of any conflict with the foregoing provision and any other provision in this Agreement or any other document, these provisions shall control.

This Agreement entered into as of the day and year first written above.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

OWNER (Signature)

(Printed name and title)

Papio-Missouri River
Natural Resources District



ARCHITECT (Signature)

DAVID J. CIACIO, TREASURER

(Printed name and title)

Beringer Ciacio Dennell Mabrey Inc.



©1997 AIA®
AIA DOCUMENT B151-1997
ABBREVIATED OWNER-ARCHITECT
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

EXHIBITS

**BERINGER CIACCIO DENNELL MABREY
DIRECT LABOR RATE SCHEDULE
P-MRNRD - ELKHORN RIVER MAPLE STREET ACCESS PROJECT
March 2004**

HOURLY RATES & CLASSIFICATIONS

Project Manager	\$34.33/Hr.
Project Landscape Architect.....	\$23.73/Hr.
Contract Administrator.....	\$39.23/Hr.
Technician	\$17.16/Hr.
Administrative Assistant II.....	\$15.84/Hr.
Administrative Assistant I.....	\$10.00/Hr.

REIMBURSABLES

- A. **CONSULTANTS:** Services provided by civil, structural, mechanical, and electrical engineering and/or other consultants shall be charged at actual cost plus 10%.
- B. **REPRODUCTIONS:** Blueprints, plotting, photocopies, photographic reproductions and all printing and materials shall be charged at actual cost plus 10%.
- C. **SUPPORT MATERIALS:** All support materials (i.e. photographs, model supplies, professional renderings, etc) other than normal office supplies used in connection with the project will be charged at actual cost plus 10%.
- D. **LONG DISTANCE PHONE, POSTAGE & SHIPPING:** All long distance phone charges, postage charges and express mail/shipping charges used in connection with the project will be charged at actual cost plus 10%.
- E. **AUTOMOBILE TRANSPORTATION:** Automobile transportation in connection with the project will be charged at a rate of thirty-eight cents (\$.38) per mile.
- F. **COMMERCIAL TRAVEL AND SUBSISTENCE:** Airline travel, auto rentals, living expenses, and other similar direct expenses in connection with out-of-town travel, authorized by the Owner, will be charged at actual cost plus 10%.
- G. **FILING FEES AND OTHER COST ADVANCED:** All filing or permit fees and other similar costs that are paid by Beringer Ciaccio Dennell Mabrey shall be charged at actual cost plus 10%.

The rates and multiples set forth above may be annually adjusted in accordance with normal salary review practices.

Beringer Ciaccio Dennell Mabrey, Inc.
1015 North 98th Street, Suite 300, Omaha, NE 68114
Overhead Rate Computation
For Fiscal Year 2003 ⁽¹⁾

Account Title	Balance	Company Adjustments	Non Allowable Indirect Exp	Total	Direct Expenses	Direct Labor	Indirect Expenses P/R	Indirect Expenses G&A	Indirect Rate P/R	Indirect Rate G&A
Direct Salaries Expenses	1,360,137.90	88,200.00	(2)	1,448,337.90		1,448,337.90				
Consultants & Contract Labor	1,992,950.76			1,992,950.76	1,992,950.76					
Reimb. Expenses	304,034.65			304,034.65	304,034.65					
Other Direct Expenses	31,539.43			31,539.43	31,539.43					
Payroll	1,346,095.83	58,800.00	(2)	1,404,895.83			1,404,895.83			
Taxes	200,100.24			200,100.24			200,100.24			
Rent & Utilities	365,032.41			365,032.41				365,032.41		
Marketing Expenses	40,700.39		(3)	0.00				0.00		
Meals/Entertainment	15,083.98		(4)	0.00				0.00		
Legal and Accounting	13,665.80			13,665.80				13,665.80		
Insurance	261,501.15		(5)	161,523.15				161,523.15		
Office Supplies	71,226.26			71,226.26				71,226.26		
Architectural Supplies	30,187.07			30,187.07				30,187.07		
Auto Expenses	21,948.09			21,948.09				21,948.09		
Repairs and Maintenance	22,848.80			22,848.80				22,848.80		
Telephone	21,318.88			21,318.88				21,318.88		
Postage and Shipping	11,030.10			11,030.10				11,030.10		
Travel	15,201.56			15,201.56				15,201.56		
Professional Development	24,909.96		(6)	(349.74)						
Contributions	22,029.87		(7)	(22,029.87)						
Depreciation Expenses	99,200.02			99,200.02				99,200.02		
Interest Expense	16,717.32		(8)	(16,717.32)						
Pension Plan Expense	67,837.82			67,837.82			67,837.82			
Computer Services	35,506.84			35,506.84				35,506.84		
Computer Software & Licenses	13,625.85			13,625.85				13,625.85		
Total Expenses	6,404,430.98	147,000.00		6,551,430.98	2,328,524.84	1,448,337.90	1,672,833.89	906,875.05	1.16	0.63

Overhead rate:

Payroll	1.1550	115.50%
G&A	0.6261	62.61%
Total	1.7812	178.12%

- (1) Computations combine Ciaccio Dennell Mabrey Group fiscal year 01/01/03 - 12/31/03 and Zenon Beringer Mabrey fiscal year 07/01/02 - 06/30/03.
(2) Increase D. Ciaccio's and J. Dennell's salaries to a reasonable amount based on others in their field (\$115,000 each). Breakdown is estimated to be 60% Direct and 40% G&A).
(3) Advertising and marketing
(4) Unallowable meals/entertainment expenses
(5) Professional liability insurance
(6) Lobbying expenses
(7) Charitable contributions
(8) Interest expense

Note: Income taxes are not recorded on the income statement for Ciaccio Dennell Mabrey Group as the corporation was an S Corporation and the shareholders pay the income tax on their tax returns. This expense has not been added since it is assumed that it is a non-allowable indirect expense.
Income taxes for Zenon Beringer Mabrey, a C Corporation, are not added since it is assumed that it is a non-allowable indirect expense.

Beringer Ciaccio Dennell Mabrey, Inc.**Exhibit 'B' - Task/Hours Worksheet**

Owner/Client: Papio-Missouri River Natural Resources District

Project: Elkhorn River Maple Street Access

Project Manager: Kevin Strehle

Project No. 4045-00

TASK	Direct Labor Rates:							Total Labor Costs
	Direct Labor + 1.7812 Overhead Rate + 12% Profit	\$ 34.33	\$ 23.73	\$ 17.16	\$ 39.23	\$ 15.84	\$ 10.00	
	TOTAL	Proj Mgr	Proj LA	Tech.	CA	AD II	AD I	
PRE-DESIGN (GRANT APPLICATION ASSISTANCE)								
A1 Complete application for the following Grants:								
* Land & Water Conservation Fund	14	2	8	0	0	0	4	\$ 929.81
* Trail Development Assistance Fund	14	2	8	0	0	0	4	\$ 929.81
* Recreational Trails Program	14	2	8	0	0	0	4	\$ 929.81
PRE-DESIGN (ENVIRONMENTAL REVIEW)								
B1 OA to complete a wetland delineation & Habitat Assess.	0	0	0	0	0	0	0	\$ -
B2 OA to complete other environmental reviews required by Grant applications	0	0	0	0	0	0	0	\$ -
B3 Coordinate with OA on environmental reviews	6	2	4	0	0	0	0	\$ 509.54
BCDM Subtotal Pre-Design Phase:	48	8	28	0	0	0	12	\$ 3,298.97
DESIGN (PHASE 1 CONSTRUCTION) PLANS								
C1 OA to complete a topographic survey of site	0	0	0	0	0	0	0	\$ -
C2 Coordinate with OA on topographic survey	3	1	2	0	0	0	0	\$ 254.77
C3 Develop revised design plan based on information gathered during Pre-Design	27	3	24	0	0	0	0	\$ 2,094.83
C4 Update Opinion of Probable Cost	6	0	4	0	0	0	2	\$ 357.97
C5 Attend review mtg. w/NRD to review revised design based on information gathered during Pre-Design	8	3	4	0	0	0	1	\$ 647.63
C6 Attend review meeting with Village of Waterloo	4	2	2	0	0	0		\$ 361.71
C7 Prepare Design Development documents	30	4	24	0	0	0	2	\$ 2,264.07
C8 Quality Control/Value Engineering	6	4	0	0	2	0	0	\$ 672.14
C9 Update Opinion of Probable Cost	4	1	2	0	0	0	1	\$ 285.92
C10 Review w/NRD (Design Development Plans/Cost)	7	3	4	0	0	0	0	\$ 616.48
C11 Prepare Construction Documents	26	2	24	0	0	0	0	\$ 1,987.89
C12 Prepare Project Specifications	18	2	10	0	0	0	6	\$ 1,139.94
C13 Update Opinion of Probable Cost	1	0	1	0	0	0	0	\$ 73.92
C14 Review w/NRD (Construction Documents & Cost)	6	3	3	0	0	0	0	\$ 542.56
BCDM Subtotal Design Phase:	146	28	104	0	2	0	12	\$ 11,299.83
PERMITTING (PHASE 1 CONSTRUCTION)								
D1 Prepare COE 404 permit applications By OA	2	1	1	0	0	0	0	\$ 180.85
D2 Prepare permit applications & no rise certificate By OA	2	1	1	0	0	0	0	\$ 180.85
D3 Prepare permits for State & County Roads & Waterloo	8	2	4	0	0	0	2	\$ 571.84
BCDM Subtotal Permitting Phase:	12	4	6	0	0	0	2	\$ 933.55
BIDDING (PHASE 1 CONSTRUCTION)								
E1 Assist w/Advertisement & Distribution to Bidders	12	4	4	0	0	0	4	\$ 848.01
E2 Answer Questions & Issue Addenda	22	4	10	0	4	0	4	\$ 1,780.32
E3 Assist with Bid Opening	6	2	4	0	0	0	0	\$ 509.54
E4 Evaluate & Prepare Bid Tab./Rec.	7	1	4	0	0	0	2	\$ 464.91
E5 Prepare Contract	2	0	1	0	0	1	0	\$ 123.26
BCDM Subtotal Bidding Phase:	49	11	23	0	4	1	10	\$ 3,726.03
CONSTRUCTION (PHASE 1)								
Based on 8-week active construction period.								
F1 Coordinate/Attend Preconstruction Conference	9	0	4	0	4	1	0	\$ 833.81
F2 Provide Contract Admin. Services	82	8	8	0	48	18	0	\$ 8,200.53
BCDM Subtotal Construction Phase:	91	8	12	0	52	19	0	\$ 9,034.33

Olsson Associates Breakdown
Exhibit 'B' - Task/Hours Worksheet

Owner/Client: Papio-Missouri River Natural Resources District

Project: Elkhorn River Maple Street Access

OA Project Manager: Mike Sotak

Project No. 4045-00

Direct Labor Rates:		\$ 39.38	\$ 22.11	\$ 33.27	\$ 19.96	\$ 33.27	\$ 21.63	\$ 12.75	\$ 10.00	Labor
Direct Labor + 1.683 Overhead Rate + 12% Profit		\$ 118.34	\$ 66.44	\$ 99.98	\$ 59.98	\$ 99.98	\$ 65.00	\$ 38.31	\$ 30.05	
TASK	Total	Proj Engr	Staff Engr	Sr. Scie.	As. Scie.	Sr. Surv.	Staff Surv.	Cleri. 1	Tech	Costs
PRE-DESIGN (GRANT APPLICATION ASSISTANCE)										
A1 Complete application for the following Grants:										
* Land & Water Conservation Fund	2	0	2	0	0	0	0	0	0	\$ 132.88
* Trail Development Assistance Fund	2	0	2	0	0	0	0	0	0	\$ 132.88
* Recreational Trails Program	2	0	2	0	0	0	0	0	0	\$ 132.88
PRE-DESIGN (ENVIRONMENTAL REVIEW)										
B1 OA to complete a wetland delineation & Habitat Assess.	46	0	0	4	32	0	0	0	10	\$ 2,619.72
B2 OA to complete other environmental reviews required by Grant applications	176	0	0	16	80	0	0	0	80	\$ 8,801.89
B3 Coordinate with OA on environmental reviews	0	0	0	0	0	0	0	0	0	\$ -
OA Subtotal Pre-Design Phase:	228	0	6	20	112	0	0	0	90	\$ 11,820.25
DESIGN (PHASE 1 CONSTRUCTION) PLANS										
C1 OA to complete a topographic survey of site	42	0	0	0	0	30	12	0	0	\$ 3,779.22
C2 Coordinate with OA on topographic survey	0	0	0	0	0	0	0	0	0	\$ -
C3 Develop revised design plan based on information gathered during Pre-Design	20	12	8	0	0	0	0	0	0	\$ 1,951.54
C4 Update Opinion of Probable Cost	4	2	2	0	0	0	0	0	0	\$ 369.55
C5 Attend review mtg. w/NRD to review revised design based on information gathered during Pre-Design	4	2	2	0	0	0	0	0	0	\$ 369.55
C6 Attend review meeting with Village of Waterloo	0	0	0	0	0	0	0	0	0	\$ -
C7 Prepare Design Development documents	0	0	0	0	0	0	0	0	0	\$ -
C8 Quality Control/Value Engineering	0	0	0	0	0	0	0	0	0	\$ -
C9 Update Opinion of Probable Cost	0	0	0	0	0	0	0	0	0	\$ -
C10 Review w/NRD (Design Development Plans/Cost)	0	0	0	0	0	0	0	0	0	\$ -
C11 Prepare Construction Documents	0	0	0	0	0	0	0	0	0	\$ -
C12 Prepare Project Specifications	5	3	0	0	0	0	0	2	0	\$ 431.63
C13 Update Opinion of Probable Cost	4	2	2	0	0	0	0	0	0	\$ 369.55
C14 Review w/NRD (Construction Documents & Cost)	0	0	0	0	0	0	0	0	0	\$ -
OA Subtotal Design Phase:	79	21	14	0	0	30	12	2	0	\$ 7,271.04
PERMITTING (PHASE 1 CONSTRUCTION)										
D1 Prepare COE 404 permit applications By OA	33	0	0	4	24	0	0	0	5	\$ 1,989.64
D2 Prepare permit applications & no rise certificate By OA	54	32	20	0	0	0	0	2	0	\$ 5,192.15
D3 Prepare permits for State & County Roads & Waterloo	0	0	0	0	0	0	0	0	0	\$ -
OA Subtotal Permitting Phase:	87	32	20	4	24	0	0	2	5	\$ 7,181.79
BIDDING (PHASE 1 CONSTRUCTION)										
E1 Assist w/Advertisement & Distribution to Bidders	0	0	0	0	0	0	0	0	0	\$ -
E2 Answer Questions & Issue Addenda	2	2	0	0	0	0	0	0	0	\$ 236.67
E3 Assist with Bid Opening	0	0	0	0	0	0	0	0	0	\$ -
E4 Evaluate & Prepare Bid Tab./Rec.	0	0	0	0	0	0	0	0	0	\$ -
E5 Prepare Contract	0	0	0	0	0	0	0	0	0	\$ -
OA Subtotal Bidding Phase:	2	2	0	0	0	0	0	0	0	\$ 236.67
CONSTRUCTION (PHASE 1)										
Based on 8-week active construction period.										
F1 Coordinate/Attend Preconstruction Conference	0	0	0	0	0	0	0	0	0	\$ -
F2 Provide Contract Admin. Services	8	8	0	0	0	0	0	0	0	\$ 946.68
OA Subtotal Construction Phase:	8	8	0	0	0	0	0	0	0	\$ 946.68

OA Expenses: Prints, Copies, Mileage, Transportation: \$ 1,307.00

Budget Summary:

Papio-Missouri River Natural Resources District
Elkhorn River Maple Street Access - Phase 1 Construction
Project No. 4045-00

Exhibit 'B' - Task/Hours WorksheetPRE-DESIGN PHASE:

BCDM Professional Services Fee:	\$	3,298.97
OA Professional Services Fee:	\$	11,820.25
Total Pre-Design Phase	\$	15,119.23

DESIGN PHASE:

BCDM Professional Services Fee:	\$	11,299.83
OA Professional Services Fee:	\$	7,271.04
Total Design Phase	\$	18,570.87

PERMITTING PHASE:

BCDM Professional Services Fee:	\$	933.55
OA Professional Services Fee:	\$	7,181.79
Total Design Phase	\$	8,115.34

BIDDING PHASE:

BCDM Professional Services Fee:	\$	3,726.03
OA Professional Services Fee:	\$	236.67
Total Bidding Phase	\$	3,962.70

CONSTRUCTION PHASE:

BCDM Professional Services Fee:	\$	9,034.33
OA Professional Services Fee:	\$	946.68
Total Construction Phase	\$	9,981.02

FEE SUMMARY:

Pre-Design Phase:	\$	15,119.23
Design Phase:	\$	18,570.87
Permitting Phase	\$	8,115.34
Bidding Phase:	\$	3,962.70
Construction Phase:	\$	9,981.02

Sum Fee: \$ 55,749.16

Expenses:

BCDM Expenses:	\$	-
OA Expenses:	\$	1,307.00
	\$	-

Sum Expenses: \$ 1,307.00

TOTAL FEE: \$ 57,056.16

The Task descriptions below are for informational purposes only. The descriptions in no way modify the terms and Articles of the Agreement Between Owner and Architect.

Pre-Design Grant Application:

Beringer Ciaccio Dennell Mabrey, Inc. (BCDM) will prepare grant applications to be submitted to the Nebraska Game and Parks Commission for the following grant programs: Land and Water Conservation Fund, Trail Development Assistance Fund, and the Recreational Trails Program. BCDM will work with Nebraska Game and Parks Commission staff to ensure that all the appropriate information is included in the applications to increase the chance of possible funding. The grant applications will be prepared and completed well in advance of October 1, 2004 to provide adequate time for NRD staff to review and approve.

Pre-Design Environmental Review

Olsson Associates (OA), as a sub-consultant, to BCDM will complete the environmental reviews for the project. The environmental review is composed of two parts. The first part is the Wetland Delineation and Endangered Species Habitat Assessment and the second part is the environmental assessment required if the project receives funding from the sources list above. A detailed overview of the steps for each of these items is explained below.

Wetland Delineation & Endangered Species Habitat Assessment

Wetlands identified during the evaluation will be delineated in accordance with the U.S. Army Corps of Engineers (Corps) 1987 Wetlands Delineation Manual, and wetland boundaries will be flagged. Data on soils, hydrology, and vegetation will be collected. Acreage will be roughly measured in the field and estimated from publicly available maps or aerial photographs. Color photographs of the wetland and upland areas will be taken and data sheets will be filled out at locations that will allow wetland boundaries to be determined. Areas meeting the definition of "waters of the U. S." will be identified on maps only.

Upon completion of the "Preliminary" document and review by NRD, the document will be submitted to the Corps for approval, at which time the document will become "Final". This scope of work includes surveying the location of wetland boundary flags at the same time as additional site survey work (topographic, boundary) is being completed.

Due to the proliferation of large trees on site, a survey for potential eagle roost trees will be conducted at the same time as the wetland delineation. If any roost trees or nests are found, the project will need to be modified to avoid and minimize impacts to these trees, or replacement if they cannot be avoided. Trees that are at least 50 feet tall, or have a dbh (diameter at breast height) greater than 24 inches, and are located within 100 feet of open water, qualify as potential roost trees. Areas of the site within 100 feet of the Elkhorn River will be investigated for trees meeting the above criteria. These trees will be flagged and recorded on maps in order to be avoided during the design process.

Environmental Assessment

OA will prepare a basic Environmental Assessment for this project that will meet the National Environmental Policy Act (NEPA) requirements and guidelines. The document will discuss the alternatives considered throughout the site selection process, address existing environmental conditions in the study area, and analyze impacts of each of the alternatives developed.

The Environmental Assessment will contain a discussion of the following general topics:

- Description, purpose, and need for the proposed action
- Discussion of the alternatives considered
- Discussion primarily of the environmental impacts of the proposed action and alternatives (affected environment and environmental consequences)
- Listing of agencies and persons consulted

The focus will be primarily on environmental impacts. Socio-economic issues will only be briefly discussed. Based on the extent of adverse impacts, mitigation options will be identified as required. Detailed mitigation plans with specific criteria and associated monitoring activities are outside of the scope of this study.

It is anticipated that the development of the Environmental Assessment will require the following tasks:

- a. Collect new information and compile existing information provided by the Papio-Missouri River NRD, BCDM, City of Omaha, Douglas County, and other sources, including site visits.
- b. Document collected information on aerial photographs or other maps suitable for use in the Environmental Assessment and for developing report graphics.
- c. Investigate, evaluate, and document social considerations. Identify impacts for each alternative and the no action alternative, including direct, indirect, temporary, and cumulative impacts. In addition, potential mitigation for impacts will be discussed. Primary areas to be evaluated include:
 1. Pedestrians and bicyclists
 2. Parklands, trails, and other recreational and public lands
- d. Investigate, evaluate, and document environmental considerations for each alternative and the no action alternative. For the most part, environmental concerns will be evaluated on a "No Effect", "Minor Effect" and "Significant Effect" basis. Concerns resulting in "No Effect" or "Minor Effect" will not be evaluated further. Identify potential impacts, including direct, indirect, temporary, and cumulative. In addition, potential mitigation for impacts will be discussed. Areas to be evaluated include:
 1. Geology/soils
 2. Land use/prime farmland
 3. Surface and ground water quality
 4. Wetlands and water bodies
 5. Floodplain impacts/mitigation strategies
 6. Wildlife
 7. Terrestrial vegetation and habitat
 8. Threatened and endangered species
 9. Cultural resources, including historic and archeological sites
 10. Visual impacts / Aesthetics
 11. Utilities
 12. Construction impacts (air, noise, water, detours, traffic congestion, safety, etc.)
 13. Erosion control
- e. Assess secondary (indirect) impacts from this project. Determine whether the selected alternative has the potential for significant environmental impacts when combined with past, present, and reasonably foreseeable future actions (cumulative impacts analysis). In particular, assess cumulative impacts from this project and from other channel realignment projects in the vicinity.

- f. Prepare "First Draft" Environmental Assessment. This document will include the following items:
1. Project description and purpose and need for the proposed action.
 2. Discussion of the alternatives.
 3. Discussion of the existing social and environmental conditions, and impacts of the no-build and build alternatives.
 4. Summary of issues and concerns received from contacted agencies and interested parties.
 5. Listing of agencies and interested parties contacted.
 6. Index.
- This document shall be provided to the NRD for internal review, and revisions shall be made in response to the review.
- g. Based on review comments from the NRD, OA will revise the Environmental Assessment and produce a "Second Draft". BCDM and OA will then meet with the Nebraska Game and Parks Commission (NGPC) to discuss any required revisions to expedite the funding process.
- h. Based on NGPC review and comments, OA will prepare the "Final" Environmental Assessment. This document will then become part of the applications prepared by BCDM and submitted to NGPC.

Design (Phase 1 Construction) Plans

OA, as a sub-consultant to BCDM, will prepare a topographic survey of the site including items necessary in developing plans and specifications for the project. The survey will also include the boundaries of any identified wetland and potential eagle roost trees.

BCDM will prepare design plans for the project based on the information provide on the topographic survey. Opinion of probable cost will be updated from the original study taking to account changes from the original concept plans.

BCDM will review the above plans and opinion of probable cost with NRD staff to receive comments.

BCDM will meet with NRD staff and the Village of Waterloo to review the preliminary plans of the project.

Based on input from NRD staff, BCDM will prepare design development documents for the project. The opinion of probable cost will updated.

BCDM will review the design development plans and opinion of probable cost with NRD staff to receive comments and approval to prepare final construction documents for the project.

BCDM will prepare final construction documents for the project including project specifications. The opinion of probable cost will updated.

BCDM will review the final construction documents with NRD staff. Comments will be incorporated into the final construction document set.

Permitting Phase

OA, as a sub-consultant to BCDM, will prepare and submit permit applications to the U.S. Army Corps of Engineers for a 404/Section 10 permit. It is anticipated that the canoe ramp is small enough to qualify for a Nationwide Permit 36. OA will also complete the necessary review and hydraulic modeling required to prepare a no-rise certificate, if needed. BCDM will prepare permit application to Douglas County, if a road access permit is required.

Bidding Phase

BCDM will prepare the necessary information required for the NRD to advertise bidding of the project. BCDM will answer any questions from contractors during the bidding period and will issue addenda, if required. BCDM will attend and assist NRD staff with the bid opening. BCDM will review the bids received, prepare bid tabulation sheets and provide an award recommendation to the NRD. BCDM will attend Board meeting for the award of the construction contract. BCDM will prepare Owner-Contractor agreement.

Construction Phase

BCDM will provide for administration of the Contract for Construction. BCDM will conduct a pre-construction conference. BCDM, as a representative to the NRD, shall visit the site at intervals appropriate to the stage of the contractor's operations, or as otherwise agreed by the NRD. BCDM will review and recommend to the NRD the amounts due the Contractor on submitted Applications for Payment. BCDM will prepare Change Orders, if required, for NRD approval.

Memo

To: Programs, Projects, and Operations Subcommittee

Subject: Lower Platte River Corridor Alliance – Nebraska Community Foundation

Date: April 30, 2004

From: Gerry Bowen

In 2001, it was proposed that the Lower Platte River Corridor Alliance form a foundation as another source of revenue to fund Alliance programs and projects. The foundation proposal was not approved at that time.

Subsequently, the Alliance investigated joining the Nebraska Community Foundation (NCF) (see attached memo). By using the NCF's non-profit status, the LPRCA can receive tax-deductible donations and be an applicant for certain grants that are only available to such organizations. This allows the LPRCA some flexibility in funding programs and projects.

Management recommends that the Subcommittee recommend to the Board that the District approve the Lower Platte River Corridor Alliance's affiliation with the Nebraska Community Foundation.



Lower Platte River CORRIDOR ALLIANCE

MEMO – November 24th, 2003

TO: LPRCA Members

FROM: Rodney Verhoeff, LPRCA Coordinator

RE: *Fundraising Ideas – Affiliation with Nebraska Community Foundation*

In the past, the Alliance has looked into a couple of options to receive donations and/or grants including establishment of a foundation and affiliation with an existing foundation and using their non-profit status. As you are probably aware, the Alliance is not a nonprofit organization and by the nature of its structure as an alliance, we may not be able to obtain nonprofit status. Thus, we are in need of a tool to allow us to accept supplemental funding sources such as grants or donations.

Many grants require nonprofit status for the grantee to receive any funding and often donors are more willing to donate if they know there is a potential tax-reduction benefit, which can be offered if an entity has nonprofit status. We have run into this problem with the UN-L ARDC Nature Center project that is just getting under way. Although we are the only lower Platte River group in existence and the obvious choice to serve as sponsor of a National Park Foundation grant we are applying for, we are unable to do so since we are not a separate, nonprofit entity. Individual Alliance members may serve as a sponsor of a grant, but this too has limitations as individual members may not want or be able to serve in this capacity. Also, Alliance members may have their own projects and by submitting multiple applications (including one on behalf of the Alliance), it could hurt the chances of funding for all grants from that individual entity.

I really believe that we need to look at supplemental funding once again particularly in these difficult budget times. When I served as the Executive Director of the Niobrara Council in north central Nebraska, we established a "Niobrara River Fund" through the Nebraska Community Foundation to accept grants and donations at a time when the Council was applying for its own status. We had a very positive experience with the process and I would certainly recommend a similar affiliation in our case should the Alliance see the need for this type of arrangement.

Included with this memo is an e-mail from Jeff Yost, Executive Director of the Nebraska Community Foundation along with additional supporting documentation describing the affiliation process. Please look through and feel free to pass along to other interested parties. I would like to put this item up for discussion and consideration at the January 13th LPRCA meeting. Feel free to contact me via e-mail at rverhoeff@lpsnrd.org or at (402) 476-2729. Thank you.

Rodney Verhoeff

From: Yost, Jeff [JeffYost@nebcommfound.org]
Sent: Wednesday, November 19, 2003 6:16 PM
To: 'Rodney Verhoeff'
Subject: RE: Nebraska Community Foundation Affiliation for the Lower Platte River Corridor Alliance

Rodney

Thanks for your call. The Nebraska Community Foundation would be happy to be of service to you and the Lower Platte River Corridor Alliance if appropriate. As I mentioned, nearly all of the information I would send you is also located on our website, at www.nebcommfound.org.

Following are a few specific links which should be helpful to your research and analysis:

Affiliation: <http://www.nebcommfound.org/affiliation.htm> (you will find a model fund agreement, benefits of affiliation and other key information in this section)

Tools: <http://www.nebcommfound.org/toolsforfunds.htm> (information on the mechanics and process of fund administration)

As you may be aware, the Nebraska Community Foundation serves in this capacity for many other gov't and public-private partnerships. We have been serving in this capacity for several years with the Platte River Cooperative Agreement, which includes the States of Wyoming, Colorado and Nebraska and the U.S. Department of Interior. Other partnerships which currently have affiliated funds include the Environmental Quality Incentive Program (partnership between USDA-NRCS and the Nebraska Environmental Trust), the Rainwater Basin Joint Venture, the Nebraska Venture Capital Forum, the Nebraska Microenterprise Partnership Fund, the Nebraska Cooperative Development Center, the Nebraska Lied Mainstreet Program and the Center for Rural Entrepreneurship. As a part of these partnerships, we manage lots of segregated fund accounting and significant amounts of State and Federal money, and annually complete an A-133 audit (in addition to our regular audit), which is required for any nonprofit receiving more than \$300,000 in Federal money annually. We have the personnel, expertise and infrastructure in place to take care of your needs.

We do reserve the right to negotiate an alternative fee schedule from the one published in our model agreement based upon the complexity and workload associated with your needs. For example, our disbursement fee for the Platte River Cooperative Agreement is 3.5% and our disbursement fee for the Nebraska Cooperative Development Center is 5.0%. It just all depends on your needs and us achieving cost recovery.

I would be happy to meet with you, key leaders of your Alliance, or your Board of Directors if it would be helpful.

Hope this explanation and these resource documents help. Please let me know what other information or guidance I can provide.

Good to talk with you again and take care,
Jeff

Jeffrey G Yost
President and CEO
Nebraska Community Foundation, Inc.
317 South 12th Street, Suite 200
Lincoln, NE 68508-2197
402/323-7332
(f)402/323-7349

For information about the Nebraska Community Foundation and its 150 affiliated funds, and how to make a lasting impression on your hometown,

please visit our website at www.nebcommfound.org.

-----Original Message-----

From: Rodney Verhoeff [mailto:RVerhoeff@LPSNRD.ORG]

Sent: Wednesday, November 19, 2003 11:31 AM

To: 'jeffyst@nebcommfound.org'

Subject: Nebraska Community Foundation Affiliation for the Lower Platte
River Corridor Alliance

Jeff Yost, Executive Director
Nebraska Community Foundation

Jeff,

Nice to talk with you again. I'm glad to be back in Lincoln serving as the coordinator of the Lower Platte River Corridor Alliance (LPRCA). This Alliance is a consortium of three NRDs and six state agencies, which works to address natural resources issues in the lower Platte River Corridor from Columbus to Plattsmouth. The Alliance began in 1996 through an interlocal cooperative agreement under the State of Nebraska Interlocal Agreement Act. We are funded through Alliance member contributions at 50% from the three NRDs and 50% from the six state agencies. We are not a 501(c)(3) or similar organization, and are looking for a way to accept donations, contributions, and grants. Having worked with you on Niobrara Council issues and setting up a Niobrara River fund, we have an interest in looking into our options for something similar for the lower Platte River area. Affiliation with the Nebraska Community Foundation looks to be one such possibility. Any information you can provide would be extremely helpful. For more detailed information on the LPRCA, you may access our website at www.lowerplatte.org. I will check out your website for more information on the Nebraska Community Foundation. Feel free to contact me via e-mail or at the following:

Rodney Verhoeff, Coordinator
Lower Platte River Corridor Alliance
3125 Portia, POB 83581
Lincoln, NE 68501-3581
(402) 476-2729
(402) 429-0334 cell
(402) 476-6454 fax
rverhoeff@lpsnrd.org
www.lowerplatte.org

Thank you for consideration of this request.

Sincerely,

Rodney Verhoeff

A STATEWIDE FOUNDATION

Committed to all Nebraskans
[Click for State map](#)

**Home****Affiliation****Tools for
Donors and
Financial
Planners****Tools for
Affiliated
Funds****Education
& Training****About the
Foundation****Calendar****Contact Us****Foundation
News**

**Contribute by
Credit Card**

**County-Based
TRANSFER of
WEALTH ANALYSIS**

A F F I L I A T I O N

Joining the Nebraska Community Foundation can be as easy as a phone call and a signature. More than 113 Communities in 58 of Nebraska's 93 counties have affiliated funds with the Nebraska Community Foundation. [List of Funds](#)

What is Affiliation?**Why Affiliate?****Benefits of Affiliation****How to Affiliate****What is Affiliation?**

Affiliation is the process by which a community or group of individuals can legally become an affiliated fund under the Nebraska Community Foundation's charitable 501 (c)(3) status. View a [Community Model Fund Agreement](#), [Organizational Model Fund Agreement](#) and [Donor-Advised Model Fund Agreement](#). You will need [Adobe Acrobat Reader 3.0](#) or later to view.

Why Affiliate?

Using the Nebraska Community Foundation as a 501(c)(3) affiliated fund and fund manager, communities and nonprofit organizations can establish permanent and non-permanent funds to assist the charitable purposes they designate.

The Foundation will create a brochure for any affiliated fund. View a [Model Fund Brochure](#).

Affiliation with the Nebraska Community Foundation gives communities access to and all the privileges of a 501(c)(3) charitable corporation.

Affiliation under the umbrella of the Nebraska Community Foundation's 501(c)(3) status gives communities a vehicle through which donors can make tax deductible gifts.

Affiliation allows you to avoid the process and cost of incorporating your own 501(c)(3) charitable corporation.

Affiliated members receive the benefits of technical assistance and training from Nebraska Community Foundation staff.

Benefits of Affiliation

The Nebraska Community Foundation exists to help concerned individuals mobilize charitable giving to support the betterment of Nebraska communities and

organizations. To this end, the Foundation assists many communities in rural Nebraska to provide or continue essential services, such as health care, telecommunications, K-12 education, environmental protection, libraries, community centers, parks/recreation, and scholarships. The following is a summary of some of the benefits communities and organizations receive by affiliating with the Nebraska Community Foundation.

[Nonprofit 501\(c\)\(3\) Status](#)
[Fund Management Services](#)
[Fund Investment Services](#)
[Technical Support](#)
[Fundraising Training](#)
[Consulting Services](#)
[Outreach to Financial Planners](#)
[Web Presence and Linking](#)

How to Affiliate

Affiliation with the Nebraska Community Foundation is a simple process. If you are interested in establishing an affiliated fund with the Nebraska Community Foundation, just [contact the Foundation office](#) for more information or to have any questions answered.

Return to [TOP](#)

Nebraska Community Foundation
317 South 12th Street, Suite 200
Lincoln, NE 68508
PHONE: (402) 323-7330 FAX: (402) 323-7349
Mail comments to [webmaster](#)

DESIGNATED FUND AGREEMENT
between the
NEBRASKA COMMUNITY FOUNDATION, INC.
and the
XXXXXXXXXXXXXXXXXXXX
to establish the
XXXXXXXXXXXXXXXXXXXX FOUNDATION FUND

THIS AGREEMENT is hereby made between the Nebraska Community Foundation, Inc. ("Foundation"), which qualifies under the Internal Revenue Code as a public, non-profit, 501(c)3 organization, and the xxxxxxxxxxxxxxxx ("Organization"), for the purpose of establishing a permanent endowment fund and/or non-permanent project funds ("Fund") to be managed by the Foundation. The Fund is established to receive grants and/or tax-deductible contributions of cash, appreciated securities or property, bequests, and other gifts in support of the current and long-term support of the Organization and related purposes.

1. Purpose

This Fund is established to acquire gifts for the endowment fund principal and/or support for non-permanent project/program funds, to assure prudent investment and management of gifted assets, and to establish a procedure for disbursement of endowment income and other gifted assets in accordance with Organization objectives for the Fund and IRS regulations.

2. Fund Advisory Committee

Recommendations regarding uses of this Fund will be made by the xxxxxxxxxxxxxxxx Foundation Fund Advisory Committee ("Committee") (see Attachment B) to the Foundation. The Committee agrees to provide full disclosure to any contributors to the Fund regarding the role and constitution of said Committee.

3. Recipient of Tax-Deductible Contributions

The Foundation will serve as the recipient of donations for the Fund and will ensure appropriate receipting to donors and use of and documentation for expenditures from this Fund.

4. Assets

The Fund can include both permanent (endowment) assets and non-permanent assets to be included under this Agreement. In the case of the permanent fund, all gifts would be added to the principal of the Fund, to be invested, with only investment earnings to be available for disbursement in support of allowable activities associated with Community projects or programs, as requested by the Committee. In the case of non-permanent funds, both gifts and investment earnings could be expended in entirety.

5. Investment and Withdrawals

Full authority for the investment and management of the Fund will rest with the Foundation. However, the Foundation will consult with the Committee to ensure that the Fund is prudently invested in accordance with the general goals of the Committee (see Attachment D).

6. Distributions

The Fund is established to assist with providing ongoing reliable support for the Organization's activities which qualify for support through use of tax-deductible gifts. If appropriate at some time in the future, additional accounts can be added to the Fund for use in supporting other projects, facilities, or activities of the Organization considered charitable, educational, or scientific that would benefit the community consistent with sections 170 and 501(c)3 of the Internal Revenue Code. The Committee shall select appropriate projects to receive support from the Fund and will submit in writing all requests for withdrawals from the Fund (see Attachment E).

7. Administrative Costs

The Foundation will provide full management services for the Fund. Administrative fees will be determined based on the structure of the investments of the Fund and any additional service requirements associated with contributions or grants to the Fund (see Attachment C for current fee schedule).

8. Reports

On behalf of the Organization and its Fund, the Committee agrees to provide to the Foundation, upon request, a copy of its annual financial report or appropriate related materials documenting the actual use of disbursements from this Fund.

The Foundation agrees to provide to the Committee, upon request, an annual financial report and/or other information which could include the following periodic reports: (1) contributions received for the Fund, (2) income received and/or capital gains/losses realized by the Fund's investment, (3) investment and administrative fees charged to the Fund, (4) disbursements made from the Fund, and (5) net assets remaining in the Fund. The Foundation will also provide to the Committee an Annual Report on the Foundation's general operations.

9. Donor Recognition

On behalf of the Organization, the Committee agrees to provide methods to recognize donors to the Fund, as it deems appropriate (i.e., thank-you letters, published donor lists, plaques, book or list of individuals memorialized or honored through gifts, legacy group of those who have made deferred-giving commitments, and/or news releases).

In the case of any news articles or releases that might be generated by the Foundation related to this Fund, the Foundation will, to the extent possible, receive approval from the Committee and/or specific donors to the Fund in advance of providing information to the media.

10. Termination

Notwithstanding any of the provisions contained herein, this Agreement may be terminated by either party, such termination to be effective twelve (12) months after written notice stating this intent has been served by either party hereto upon the other. In the case of the permanent fund (endowment), the total of gifts received by the Foundation designated for such endowment fund to benefit the Organization (whereby the principal must be held intact), may only be transferred to a 501(c)(3) organization that would comply with the intentions of the donor(s) to maintain the principal in total, using only investment income for future projects.

In the event of such termination, and upon request, the Foundation shall distribute all assets and income remaining in non-permanent funds in payment for purposes designated by the Committee. Any remaining assets in the Fund may only be transferred to a 501(c)(3) organization. The Foundation will provide an accounting of Fund use and fees up to and including the date of termination.

11. Dissolution and Amendment

In the event of termination, liquidation, or dissolution of the Organization or Committee, the then principal balance and income in the Fund or any other tangible assets shall be retained by the Foundation and will be accumulated for a period of not less than five years in contemplation of re-establishment of the Organization or Committee. If not reestablished during that period of time, the Foundation may continue the Fund in support of the same beneficiaries and distribute the income, at its discretion, to tax-exempt purposes similar to the activities for which the Fund was established and in accordance with any direction and restriction imposed by contributors.

THIS AGREEMENT may be amended at any time by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, including both its specific and general conditions, on the day and year noted below.

**xxxxxxxxxxxxx FOUNDATION
FUND ADVISORY COMMITTEE**

DATE

_____Chairperson	_____
_____	_____
_____	_____
_____	_____
_____	_____

NEBRASKA COMMUNITY FOUNDATION, INC.

Maxine B. Moul, President

Date

Jeffrey G Yost, Executive Vice President

Date

Included as part of this Agreement are the following:

- Attachment A: Statement of Fund Purposes
- Attachment B: Fund Advisory Committee
- Attachment C: Administrative Fee Schedules
- Attachment D: Funds Investment Options
- Attachment E: Fund Disbursement Authorization Form

ATTACHMENT A
Statement of Fund Purposes

For example:

The purpose of this Fund is to encourage, solicit, receive, and use charitable contributions and the income derived from the investment of gifts made in support of current and emerging needs of the XXXXXXXXXX and related purposes.

Factors leading to the promotion and development of the Fund include the benefits that can be derived from having a full range of both gift arrangement possibilities and investment options. Donations, bequests, and memorial gifts will be used in total or added to the endowment fund principal. Gifts and investment earnings will provide a reliable and ongoing source of private financial support to benefit the Fund.

Name, office in organization (if any), address:

phone/FAX/e-mail

[illegible]

ATTACHMENT C
Administrative Fee Schedule
(Adopted May 2001 – Effective October 1, 2001)

Fund Costs: Administrative fees are intended to recoup the costs of serving affiliated funds. These costs include bank transactions and fees, postage, gift receipting, disbursements, annual audit, financial reporting, IRS reports/returns and general overhead costs.

Membership Dues: Membership dues for each affiliated fund are \$75 per quarter.

Disbursement Fee Schedule for Short-Term Fund Investments:

<u>Fund Balance (Quarterly Average)</u>	<u>Disbursement Fee</u>	<u>Earning Interest*</u>
under \$5,000	3.0% of disbursements	No
\$5,001 to \$100,000	3.0% of disbursements	Yes
\$100,001 to \$500,000	2.5% of disbursements	Yes
\$500,001 or more	negotiable	negotiable

* NCF retains 1.0% of the interest earned on short-term investments. All NCF short-term investments are pooled, resulting in increased interest earnings above that of a typical checking account.

Fee Schedule for Long-Term Permanently Endowed Investments: The Foundation charges an annual administrative fee of 0.75% of the fund balance on all monies invested in long-term investment instruments, including stocks, bonds, certificates of deposit or cash. In addition, the affiliated fund is responsible to pay any additional investment fees charged by the investment manager. Administrative fees are assessed against the fund on a quarterly basis.

Donor Investment Alternatives. Although the Foundation prefers to manage long-term investments in one of the Foundation asset allocation models, the Foundation does allow donors to recommend alternative investment managers for gifts of \$100,000 or greater, assuming the absence of material restriction.* All such recommendations are subject to approval by the Foundation Board of Directors.

* A material restriction is a restriction or condition that prevents a community foundation from “freely and effectively employing the transferred assets, or the income derived therefrom, in the furtherance of its exempt purposes.”

Value-Added Services: The Foundation may assess additional fees or charges to an affiliated fund if value-added services are provided. Examples of value-added services may include providing employment or contracting services, extraordinary financial and/or government reporting, customized receipting, or other services the affiliated fund may desire.

Life-Income Gift Arrangements: With a minimum \$10,000 gift annuity, the fee shall not exceed \$250. This fee shall be paid by the recipient organization, not the donor. This fee underwrites a portion of costs associated with setting up the gift arrangement. If the life-income arrangement is a charitable remainder trust, the donor is responsible for costs associated with establishment and maintenance of this separate legal entity. The annual management fee after the life-income gift is established is 0.75% of the invested gift value plus the cost of the investment vehicle.

ATTACHMENT D
Fund Investment Options

(Adopted November 2001 – Effective December 1, 2001)

Immediate Access Funds. Funds requiring 24-hour access are deposited in the Foundation's checking account. These deposits are then automatically transferred each day into an investment that is collateralized by U.S. Treasury and/or U.S. Agency securities. Rates vary daily reflecting periodic changes in bond market yields.

Long-Term Investment Options. The Foundation provides a range of investment options for long-term permanent assets under management. The Foundation has contracted with McCarthy Group Asset Management, a Nebraska-based company, to serve as the Foundation Investment “Manager-of-Managers.” The Foundation is committed to a diversified investment strategy. Historical research has proven that over time, about 91% of total return is a function of diversification amongst asset classes, including stocks, bonds and cash. Therefore, the Foundation offers its affiliated funds a range of asset-allocation models that are properly diversified and customized for needed/expected cash flow and donor and fund advisory committee member investment preferences. The four asset allocation models are:

	Fixed		Historical	Standard	Annual	Total
	Income¹	Equities²	Return³	Deviation⁴	Expense⁵	Managers⁶
Conservative	100%	0%	5.40%	6.50%	0.35%	4
Mod. Conservative	75%	25%	7.50%	7.60%	0.45%	19
Moderate	50%	50%	9.40%	12.20%	0.50%	18
Mod. Aggressive	25%	75%	10.80%	17.50%	0.60%	18

1. Fixed income investments include cash, core income and short and long-term bonds.
2. Equity investments include a diversified portfolio of growth and value stocks, and include large cap, small/mid cap, and international equities. Each of the asset allocation models has a different ratio of equity investments.
3. The historical rate of return and the standard deviation is based off long-term data from Ibbotson Associates, ranging from 1926 to 2001.
4. Standard deviation measures the probability that actual return of the asset allocation model might deviate from the estimated annual return. Because equity investments are not guaranteed and fluctuate in price and rate of return, the greater the investment in equities, the greater the probability that actual return will deviate (either up or down) from the estimated annual return.
5. Annual expenses are subject to change, and generally range up or down no more than 0.05%.
6. Total managers is the number of investment managers engaged within each asset allocation models, and may change over time.

Donor Investment Recommendations. Although the Foundation prefers to manage long-term permanent assets within one of the asset allocation models referenced above, Foundation policy does allow donors in certain circumstances to make suggestions regarding alternative investment management of their charitable gift(s). The Foundation Board of Directors has established several conditions which must be met before considering such requests, including individual gifts must be \$100,000 or greater, must be free of material restrictions, are subject to approval by the Board of Directors, and the Foundation retains the right to change asset managers and types of investment options in furtherance of its tax-exempt purposes.

Additional details on any of these asset allocation models or the donor investment recommendations policy (both of which are detailed in the Foundation Investment Policy), can be obtained by either contacting the Foundation offices or accessing the Foundation website at www.nebcommfound.org.

ATTACHMENT E
Fund Disbursement Authorization Form

The xxxxxxxxxxxxxxxxxxxx Fund Advisory Committee authorizes the following individual(s) to request disbursements from this Fund:

Name(s) of person(s) authorized

Signature(s) of person(s) authorized

Payments from the above-referenced fund account can be made up to a maximum of \$_____ per request.

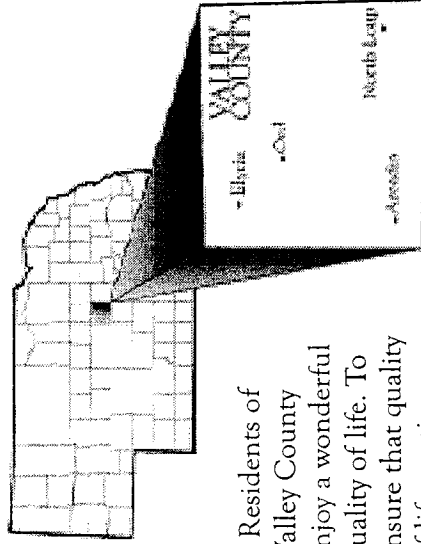
Fund Advisory Committee
President or Chair

Fund Advisory Committee
Secretary/Treasurer/or authorized member

Date _____

Valley County

A Great Place to Live



Residents of Valley County enjoy a wonderful quality of life. To ensure that quality of life continues

well into the future, many are considering the option of giving charitably to support the County. Now you have an easy way to give back through the Valley County Foundation.

In an incredible display of generosity, John and Alyce Wozab, residents of Ord for more than 50 years, gave nearly \$1,200,000 in a memorial trust to the Valley County Board of Commissioners in 1998. In 1999 the Commissioners decided to establish an affiliated fund within the Nebraska Community Foundation to manage this trust and other gifts which may be forthcoming.

Earnings from the trust, which will exceed \$50,000 annually, will be used for local and regional purposes. Earnings will support the Valley County Nursing Home, the County Veteran's Services Officer and other county-wide organizations and community betterment causes.

The Valley County Foundation

A Great Way to Give

How the Foundation can work for You

Through the Valley County Foundation, you can play a vital role in the future of this area. All gifts are tax deductible and will be used for community betterment projects across the County. Donors may choose to give toward a specific project or make an unrestricted gift.

Ways you can give to the Valley County Foundation:

- Gifts of cash
- Gifts of appreciated property
- Gifts of life insurance
- Gifts by will or by trust
- Gifts that provide income (charitable gift annuity or charitable remainder trust)

For more information on ways to give, please see the Nebraska Community Foundation website at:

www.nebcommfound.org

The Valley County Foundation Fund is dedicated to the improvement and long-term viability of the County. The Fund is governed by a board of directors that determines how donated funds are distributed to projects in the County. Donors may give unrestricted funds to the Foundation, or choose to give toward a specific project.

Valley County Foundation Fund

Board of Directors:

Dean Ash	(308) 789-6541
Richard J. Beran	(308) 728-5074
Allen Joe Cetak	(308) 728-5437
Kenneth Collins	(308) 728-5149
R. Dale Melia	(308) 728-5143
Bob Sevenker	(308) 728-3371
Steven L. Sintek	(308) 496-4791

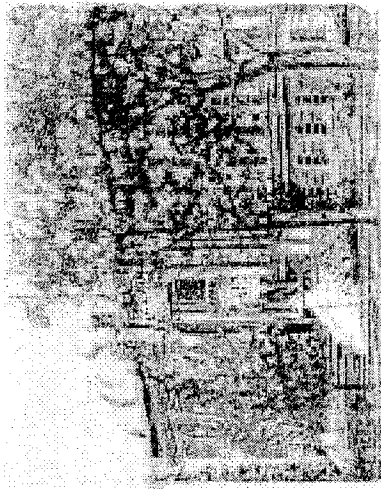
About the Nebraska Community Foundation, Inc.

The Valley County Foundation Fund is an affiliated fund of the Nebraska Community Foundation, which



provides affiliated fund status to communities, organizations and donors statewide. This allows communities and organizations to achieve non-profit status without forming their own non-profit corporation. The Nebraska Community Foundation is a non-profit charitable corporation providing financial management, strategic development and education/training services to communities, organizations and donors across Nebraska. For more information call 402/471-6009, or visit our website at www.nebcommfound.org

The Valley County Foundation



Ensuring
a bright future
for Valley County

an affiliated fund of the



Valley County Foundation

Yes, I would like to support the Valley County Foundation Fund

- ☐ I have enclosed my gift of \$_____ to the Valley County Foundation Fund.
- ☐ I would like more information on the Valley County Foundation Fund.
- ☐ I would like more information on planned giving.
- ☐ I would like someone to contact me.

Name _____

Address _____

City _____

State _____ Zip _____

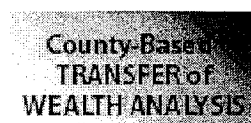
Phone _____

E-mail _____

Please detach and return to the Valley County Foundation Fund

A STATEWIDE FOUNDATION

Committed to all Nebraskans
 Click for State map

**Home****Affiliation****Tools for
Donors and
Financial
Planners****Tools for
Affiliated
Funds****Education
& Training****About the
Foundation****Calendar****Contact Us****Foundation
News**

BENEFITS OF AFFILIATION

The Nebraska Community Foundation exists to help concerned individuals mobilize charitable giving to support the betterment of Nebraska communities and organizations. To this end, the Foundation assists many communities in rural Nebraska to provide or continue essential services, such as health care, telecommunications, K-12 education, environmental protection, libraries, community centers, parks/recreation, and scholarships. The following is a summary of some of the benefits communities and organizations receive by affiliating with the Nebraska Community Foundation.

Nonprofit 501(c)(3) Status – By establishing a fund within the Foundation, your community or organization gains access to the Foundation's 501(c)(3) tax status, and donors may take tax deductions for their contributions to your fund. The Foundation, as part of its IRS requirements, issues a receipt directly to your donors, acknowledging the contribution. By offering potential donors with a charitable tax deduction, your chances of successful fundraising are significantly increased.

Fund Management Services – By establishing a fund within the Foundation, your community or organization gains access to the Foundation's fund management services. This means that all money raised and all contributions (fundraiser proceeds, gifts of cash or checks, grant funding, real estate, stocks, investments, etc.) to your fund are channeled through your fund account with the Foundation. Your volunteer organization is relieved of all the reporting requirements for this money. The Foundation is responsible for reporting all receipts and disbursements as part of its Form 990 tax report, its audit report, its treasurer's report, and your fund account's financial reporting.

Fund Investment Services – By establishing a fund within the Foundation, your community or organization gains access to the investment expertise of the Foundation's investment manager. Funds set up as pass-through accounts to make payments for specific community betterment projects are invested in short-term investments or immediate access vehicles. Funds (such as endowments) providing annual earnings to be used for community projects, grant-making, scholarships, etc., are invested in long-term investments.

Immediate Access Funds

Funds requiring 24-hour access are deposited in the Foundation's checking account. These deposits are then automatically transferred each day into an investment that is collateralized by U.S. Treasury and/or U.S. Agency securities. Rates vary daily reflecting periodic changes in bond market yields.

Long-Term Investment Options

The Foundation provides a range of investment options for long-term permanent assets under management. The Foundation has contracted with McCarthy Group Asset Management, a Nebraska-based company, to serve as the Foundation Investment “Manager-of-Managers.” The Foundation is committed to a diversified investment strategy. Historical research has proven that over time, about 91% of total return is a function of diversification amongst asset classes, including stocks, bonds and cash. Therefore, the Foundation offers its affiliated funds a range of asset-allocation models that are properly diversified and customized for needed/expected cash flow and donor and fund advisory committee member investment preferences. The four available asset allocation models are identified as: Conservative, Moderately Conservative, Moderate and Moderately Aggressive. For more information regarding the composition, historical returns and management of these models reference Attachment D of the affiliated fund agreement.

Technical Support – Foundation staff in Lincoln and Regional Coordinators in the field are available to help your fund get organized, provide guidance for strategic planning, and advise you on effective fundraising techniques.

Fundraising Training – Workshops on community development and fundraising are held throughout the year at various locations statewide. These sessions focus on strategic planning, fundraising strategies, estate planning and donor visitation techniques.

Consulting Services – Staff from the Foundation are available to provide expertise in community development, strategic planning, planned giving, and developing public-private partnerships.

Outreach to Financial Planning Professionals – The Foundation is committed to educating and assisting financial planning professionals (including attorneys, CPAs, insurance agents, bankers, brokers and real estate agents) promote charitable giving for the benefit Nebraska’s communities and organizations. Outreach to financial planning professionals includes:

- Workshops specifically designed to increase awareness of the various methods of charitable giving available and the associated tax benefits.
- GiftLaw, a free weekly service, links financial planning professionals to current articles and case studies on the different methods of charitable gift planning available and to our website.
- Informational brochures and materials on the benefits of charitable giving are provided to financial planning professionals throughout the year at no charge.
- Gift proposal software is available at no charge to demonstrate a donor’s tax benefits of making a charitable gift.
- Financial planning professionals have access to unlimited personal consultation with the Foundation Staff, by phone or in person, when working potential donors.

Website Presence and Linking – The Foundation maintains an extensive website, providing information to affiliated funds, potential donors and financial planners. A web page and an unlimited number of links are available to all affiliated funds, when requested.

[return to top](#)

Nebraska Community Foundation
317 South 12th Street, Suite 200
Lincoln, NE 68508
PHONE: (402) 323-7330 FAX: (402) 323-7349
[webmaster](#)

A STATEWIDE FOUNDATION

*Committed to all Nebraskans*[Click for State map](#)[Home](#)[Affiliation](#)[Tools for Donors and Financial Planners](#)[Tools for Affiliated Funds](#)[Education & Training](#)[About the Foundation](#)[Calendar](#)[Contact Us](#)[Foundation News](#)[Contribute by Credit Card](#)[County-Based TRANSFER of WEALTH ANALYSIS](#)

TOOLS FOR AFFILIATED FUNDS

GENERAL ACCOUNTING POLICIES & PROCEDURES

In June 2002, the Foundation updated the following general guidelines and procedures regarding the general accounting procedures and policies.

Sales Tax

The Nebraska Community Foundation is not exempt from Nebraska Sales Tax. Thus the Department of Revenue requires that all affiliated funds of the Nebraska Community Foundation pay sales tax on the sales of property sold (e.g. a meal or t-shirt) and on tickets or admissions sold for an event. When an affiliated fund has a fundraiser, volunteers need to determine the fair market value of the item or admission and inform the Accounting Staff of the Foundation so the proper sales tax can be paid to the State of Nebraska. Sales tax needs to be added and paid on all property purchased by affiliated funds (e.g. playground equipment or computers). Thus, when an affiliated fund has an invoice in which a payment is to be made by the Foundation, the vendor must include sales tax on the invoice.

Upcoming Fundraisers

The Nebraska Community Foundation provides liability insurance coverage for its affiliated funds. The following information is required for all events being conducted by affiliated funds:

- type of activity or event,
- date and time of event,
- location and duration of the event,
- and number of people expected to attend.

Thus, affiliated funds do not need to purchase additional insurance or be bonded. However, the Foundation's staff must be informed of all events so certificates of insurance can be obtained.

Basic Disbursement Procedure & Requirements

Disbursements are processed weekly. The policy is such that all disbursement requests received by Monday will be processed by Friday of the same week. Proper documentation must be included in order to process payment, which includes a signed **Disbursement Request Form** and any supporting documentation (e.g. invoice, paid receipts, etc.). The fund name and account for which payment is to be made should be clearly stated at the top of form in the spaces provided. Please feel free to contact the Foundation if you have questions as to whether a disbursement qualifies as charitable in nature within the laws of the United States Tax Code.

Qualified Disbursements

Nebraska Community Foundation follows IRS guidelines when processing disbursements in order to maintain its IRS status as a 501 (C)(3). Disbursements made as grants from an affiliated fund must support a purpose that is charitable in nature. The U.S. Tax Code lists a broad range of charitable activities, including education, science, religion, social welfare, lessening the burdens of government, and general community betterment. However, if a grant award creates a personal or individual business advantage or gain (not considered charitable in nature), a disbursement will **not** be made. In summary, grants may be awarded to other 501(C)(3) nonprofit organizations, state or local governments, and for reimbursement of qualified expenses deemed charitable in nature.

Scholarship Payments

Scholarships must be awarded on a competitive basis in order for the donor to receive a charitable tax deduction. Family members of persons involved with the selection of scholarship recipients are not eligible. Specific restrictions apply to giving preference to one candidate over another based upon race, ethnic origin, or gender. Scholarships may be granted based upon race, ethnic origin, organization, institution, or graduation from a specific high school. Using specific criteria to grant scholarships, however, must allow for an applicant base large enough to provide a competitive selection process. Scholarship payments are made directly to the college or educational institution the recipient attends. The student's name and social security number is written on check to assure payment goes to the correct student account. Two forms are required when processing scholarship payments, which are a signed **Disbursement Request Form** and **Scholarship Reporting Form**. Please refer to the Scholarship Administration Kit or contact the Foundation if questions arise.

Contributions, Receipts and Money Orders

Contributions must be submitted with a **Contribution Submission Form**. However, if there are a large number of checks, the name & amount of donation can be listed on a separate sheet. When contributions are submitted, the following information must be included:

- Fund and Account Name the donation is made to
- Name and address of donor
- Amount of contribution
- Purpose of donation (e.g. in memory of, for ball park bleachers, etc.)

Receipts are sent to individuals who give \$35 or more. Receipts can only be given to donors who have issued a check or money order with their name listed (on the money order) as the remitter. The Nebraska Community Foundation cannot issue a receipt for a gift of cash or a gift by money order when no remitter is listed.

No exceptions can be made to this policy. If a fundraising event brings in small amounts of cash, please obtain a money order for all cash received in order to submit contributions. Encourage the use of checks for all of your fundraising activities and events. Do not send cash through the mail. Please obtain a money order for any cash received as contributions.

Checking Accounts

Checking accounts separate of the Nebraska Community Foundation are not allowed. In order for the Foundation to maintain its 501(C)(3) status, allowing donors to take tax deductions for their contributions, the Foundation must receive all contributions and monitor all financial transactions of your fund. The Foundation must make all disbursements from your affiliated fund. Thus, an affiliated fund of the Nebraska Community Foundation must not have a separate checking, savings, or any other type of financial account. All checks received as contributions to your affiliated fund must not be deposited, endorsed or receipted by any member of your Fund Advisory Committee or other member/volunteer of your affiliated fund. The Foundation will endorse and deposit all the checks (and all other contributions received) to establish a complete audit trail for the Foundation Auditors and the IRS.

Petty Cash Accounts

A petty cash account, of not more than \$250, can be created and maintained for your affiliated fund upon request. All petty cash funds will be replenished by a check from the Foundation as receipts are turned in for all expenses paid from your petty cash fund. A receipt for expenses paid from your petty cash fund must accompany requests in order to replenish your petty cash fund.

Reporting

A balance sheet, revenue and expense statement, general ledger/audit trail report and an account-by-account summary report for your affiliated fund, where applicable, are mailed to your affiliated fund's primary contact on a quarterly basis. Reports are generally mailed by the 20th of the month following the calendar quarter-end month (January 20, April 20, July 20, October 20) and only to those funds with balance of \$5,000 or more, unless other reporting arrangements have been made with Foundation staff. If your affiliated fund wishes to receive reports more often or regardless of your account balance, you must contact the Foundation to request to set up a different reporting schedule.

Audit

All transactions of the Nebraska Community Foundation and its affiliated funds are a part of an annual audit. Pre-audit reports are sent to the primary contact of all affiliated funds every June. The pre-audit reports contain detailed information regarding your affiliated fund's activities during the first eleven months of the fiscal year, which ends June 30th. The Foundation asks each affiliated fund to review the information provided and report any discrepancies as soon as possible. When the annual audit has been completed, audited reports for the entire fiscal year will be mailed to all affiliated funds and a copy will be retained in our files.

Fund Advisory Committees

Each affiliated fund has a Fund Advisory Committee. The Fund Advisory Committee is named within the fund agreement when the fund is created and kept on-file at the Foundation. Annually, with the pre-audit reports, a survey to update your Fund Advisory Committee will be sent. Please complete this survey, even if there are no changes have been made to your Fund Advisory Committee, and return it to the Foundation. If changes or additions are made to your Fund Advisory Committee at any other time during the year, please inform the Foundation.

Foundation Accounting Staff

If any questions arise regarding these matters, please do not hesitate to contact

- **Amy Fey**, Accountant, at (402) 323-7334 or at amyfey@nebcommfound.org
- **Jina Morris**, Controller at (402)323-7333 or at jjinamorris@nebcommfound.org

Return to [TOP](#)

Nebraska Community Foundation
317 South 12th Street, Suite 200
Lincoln, NE 68508
PHONE: (402) 323-7330 FAX: (402) 323-7349
Mail comments to [webmaster](mailto:webmaster@nebcommfound.org)

Memo

To: Programs, Projects, and Operations Subcommittee

Subject: FY 2005 Lower Platte River Corridor Alliance Budget

Date: April 30, 2004

From: Gerry Bowen

The FY 2005 Budget for the Lower Platte River Corridor Alliance (LPRCA) is attached for your review and action. The District's share of the budget request is **\$29,000**. The FY 04 Budget for the Alliance was \$27,700. The specific budget items are shown on the attached spreadsheet.

Administration: According to the current agreement, the District's share of the Alliance's administrative expenses is **\$13,000**.

Coordinator Contingency: This is a contingency fund that may be necessary if some of the state agencies are unable to meet their financial obligations due to budget cuts. The District's share of this fund is **\$5,500**.

Public Relations: The Alliance's current newsletter (2 issues per year) will be continued. The District's share of these items is **\$1,000**.

Water Resources Programs: The Alliance, in cooperation with UN-L Cooperative Extension, intends to conduct a series of water quality informational meetings throughout the Lower Platte Valley. A new initiative would plan for the removal of river obstructions (old bridge piers and supports) in the lower Platte River. The District's share of these expenses is **\$4,000**.

Tours and Meetings: The Alliance intends to conduct the annual Airboat Tour of the Lower Platte River again this summer. The District's share of these expenses is estimated to be **\$1,500**. The annual Water Quality Open (golf tournament) will also be held without any financial support from the NRDs.

Floodplain Management Programs: The Alliance plans to hold a series of workshops on floodplain management and non-structural flood mitigation in an effort to educate the public on floodproofing techniques encourage uniform enforcement of regulations throughout the corridor. The District's share of the miscellaneous costs to conduct these workshops is **\$1,000**.

Planning: It is proposed that the Alliance develop a master plan for the corridor. The District's share of the costs to initiate the planning process in FY 2005 is **\$3,000**.

Program Item	Budget Amount
1. Administration	\$13,000
2. Coordinator Contingency	\$5,500
3. Public Relations	\$1,000
4. Water Resources Program	\$4,000
5. Tours and Meetings	\$1,500
6. Floodplain Management Programs	\$1,000
7. Long Range Planning	\$3,000
Total	\$29,000

It is recommended that the Subcommittee recommend to the Board that the Lower Platte River Corridor Alliance's FY 2005 Budget request be approved in the amount of \$29,000, subject to inclusion in the FY 2005 Budget...

Lower Platte River Corridor Alliance - Proposed FY 05 Budget

[illegible]

Memo

To: Programs, Projects and Operations Subcommittee

Subject: Lower Platte River Corridor Alliance (LPRCA) – Lower Platte River Cumulative Impact Study (CIS)

Date: May 3, 2004

From: Gerry Bowen

The District, through the LPRCA, is currently cost-sharing with the Nebraska Game and Parks Commission and others on developing a scope of services for a Cumulative Impact Study of the Lower Platte River in eastern Nebraska. NGPC contracted with the Corps of Engineers to conduct a Section 22 Planning study to develop this scope of services. The District contributed \$2,000 towards the \$40,000 contract. That effort is progressing and is anticipated to be completed by September 30, 2004.

Dr. Jim Parham (UN-L) has assisted with the process by serving as a facilitator for the Corps in developing the scope. He was able to find an EPA Region 7 grant opportunity for proposals that focus on Region 7 strategic planning priorities that include critical ecosystems, sensitive populations, and agriculture. The grant is regionally-based, so only projects from Region 7 (Nebraska, Iowa, Missouri, and Kansas) are eligible. Last year no one from the region applied for these funds. The grant does not have a match requirement. However, the efforts of the LPRCA in working on the CIS can be used to match these funds.

The steering committee for the CIS decided to apply for a \$50,000 grant to “jump-start” the data gathering and interpretation. This process will be a necessary part of the study effort and will essentially involve the categorizing land use and riverine features from aerial photographs over time. It was proposed that UN-L apply for the grant and ultimately administer the project. The deadline for project proposals is May 25, 2004. Each entity on the Steering Committee has been asked to provide a letter of support for the grant application.

The National Academy of Science recently released a study concerning habitat along the Lower Platte River (see attached articles). It indicates that the lower Platte River supplies needed habitat for the pallid sturgeon and other species.

Management recommends that the Subcommittee recommend to the Board that a letter of support be provided to the University of Nebraska-Lincoln for an application for an EPA grant to collect and analyze land and water features along the Lower Platte River to be used in the Lower Platte River Cumulative Impacts Study.

Report finds protecting species valid

4-28-04 DWH

■ The National Academy of Sciences reached a unanimous conclusion on the Platte River and its endangered wildlife.

BY NANCY GAARDER
WORLD-HERALD STAFF WRITER

An independent review by the nation's foremost scientific organization found that the case for protecting the Platte River for use by endangered species is straightforward and "scientifically supportable."

The review by the National Academy of Sciences was requested to address growing frustration about the burden the Endangered Species Act has placed on use of the Platte River.

Over the years, an estimated 70 percent of the river's flow has been diverted by humans, placing some species in precarious balance. And demand for water is growing.

Fulfilling the requirements of the act is contentious — water needed for endangered species is water that often is needed for irrigation, industry or cities.

And it's costly. For example, much of the \$40 million spent to relicense Kingsley Dam at Lake McConaughy in western Nebraska was spent on issues related to endangered species.

And in Omaha, the Metropolitan Utilities District is spending about \$1 million to compensate for damage to endangered species habitat when it expands its water supply.

A Platte primer

Why does the Platte River matter?

The Platte is an important nesting area and a centrally located stopping point along an international migratory route for birds. No other rivers or wetlands in Nebraska provide as reliable a habitat and water. Its broad, shallow waters meet some fish species' unique needs.

Endangered species

Whooping crane: About 185 exist in the wild; 118 in captivity.

Interior least terns: About 7,000 noted regionally in 1995. Fewer than 500 believed to be found along the lower Platte River; rarely seen on the central Platte.

Pallid sturgeon: Rarely found.

Threatened species:

Piping plover: 85 pairs nested along the Platte in 2001.

To read the report:

www.nationalacademies.org

Three birds — the whooping crane, piping plover and least tern — and one fish — the pallid sturgeon — and their habitat along the central and lower Platte were the focus of the study, which was released Wednesday.

See River: Page 2

River: Scientists say protecting species supportable

Continued from Page 1

The biggest threat to these rare species is loss of habitat through the activities of humans, according to the report.

Upstream dams, diversion of water along the way and changes in flow are the root of the problem. For example, shrubs and trees are taking over sandbars because there isn't enough water flushing down the river each spring to scour sandbars and banks clean.

The Platte is of "considerable importance" to the whooping crane, according to the report.

Whooping cranes are the rarest species of crane in the world. It's believed that at one time or another during their lives, many, if not all, of the world's wild whooping crane population migrates through Nebraska. An estimated 7 percent stop each year.

About 70 percent to 80 percent

this loss of habitat, according to the report, but they are not an adequate substitute.

In terms of the least tern, the bird's population is believed to have reached its regional population goal but not its Nebraska goal.

In Nebraska, the least tern population along the central Platte appears to be declining. Substantial numbers are found along the lower Platte, and overall, the Nebraska population is about two-thirds the size that it needs to be.

Sandpits and the shores of Lake McConaughy are not considered suitable substitutes for the least tern, according to the report.

The lower Platte River, according to the report, is "pivotal" to the survival of the pallid sturgeon. It is harm to this species' habitat that prompted the federal government to require MUD to spend \$1 million on habi-

tat improvements.

Currently, the lower Platte provides habitat needed by the pallid sturgeon to survive: braided channels and shifting sandbars, relatively warm, turbid water and changing flows. But changes could irreparably alter that habitat.

Furthermore, the Missouri River, also home to the fish, has been so altered and the habitat yet found along the lower Platte is so rare that the Platte's importance to the pallid sturgeon is even more important.

The report indicated that federal agencies have been using the best generally accepted science. It recommended that additional studies be done, using current modeling and knowledge.

The report was done by the National Research Council, which is the investigative arm of the National Academy. The findings were unanimous.

Report supports aiding species

4-29-04
OWH

BY NANCY GAARDER
WORLD-HERALD STAFF WRITER

Nebraskans will be disappointed if they were hoping that an independent analysis would provide evidence to ease the state's burden for protecting endangered species along the Platte River.

A National Academy of Sciences study — a yearlong, \$655,000 effort whose results were released Wednesday — has found that sound science was used to determine that the Platte is critical to the survival of endangered species.

But more than that, the study

The National Academy of Sciences urges an ecosystem approach to the Platte River.

found that the central Platte is in such bad shape that current conditions "adversely affect" the survival of the whooping crane, piping plover and least tern, three species of birds listed as threatened or endangered.

The report recommended that the river be approached as

an entire ecosystem, rather than taking a species-by-species approach.

The lower Platte, the portion of the river downstream of the confluence with the Elkhorn River, remains in good enough shape, according to the report, to provide habitat for the pallid sturgeon. However, that stretch is "pivotal" to the endangered fish because suitable habitat is rare.

Much of the state's human population depends upon the river and its aquifer for drinking water, irrigation, industry and sanitation. But those human

See *Platte: Page 2*

A Platte primer

Why does the Platte River matter? The Platte is an important nesting area and a stopping point along an international migratory route for birds. No other rivers or wetlands in Nebraska provide as reliable a habitat. The Platte's broad, shallow waters meet some fish species' unique needs.

ENDANGERED SPECIES

Whooping crane: About 185 exist in the wild (at right); 118 in captivity.

Interior least tern: About 7,000 noted regionally in 1995. Fewer than 500 are believed to be found along the lower Platte River; rarely seen on the central Platte.

Pallid sturgeon: Rarely found.

THREATENED SPECIES

Piping plover: 85 pairs nested along the Platte in 2001.

To read the report:

www.nationalacademies.org



Platte: Report says human pressures strain river

Continued from Page 1

pressures have put tremendous strain on the Platte. An estimated 70 percent of the river's flow is diverted for human uses.

Because some species along the Platte are in danger of extinction, the Endangered Species Act requires that protective and often costly steps be taken. For example, much of the \$40 million spent relicensing Kingsley Dam at Lake McConghnaighy was used to address endangered species.

To reduce costs, Nebraska, Colorado and Wyoming are working out an agreement on what needs to be done to meet the Endangered Species Act's requirements. The report released Wednesday examined the science behind that effort.

Rep. Tom Osborne, R-Neb., who had pushed for a study, said there are two basic ways that Nebraskans who might have hoped for a different answer can react:

For Osborne, the study's recommendation of an ecosystem approach raises a red flag.

"Does that mean we broaden the amount of critical habitat?" he asked. "Does it mean we'll have more species involved? That was one of the risks we ran when we indicated that we wanted to do this (study)."

And the congressman, who represents the central Platte area and has pushed for changes in the Endangered Species Act, questioned the makeup of the academy panel that produced the findings. Osborne said he would have preferred a group that had more than one Nebraskan on it.

The National Academy of Sciences is the nation's foremost scientific organization and was created to provide expert advice to the federal government.

William Graf, the University of South Carolina scientist who led the 14-person committee, said the group brings more than

three centuries of cumulative experience in biology and river science.

The committee agreed unanimously on its findings, which were vetted internally and by 13 outside scientists.

Conservation groups that have been working to protect the Platte praised the findings.

The report, Duane Hovorka of the Nebraska Wildlife Federation said in a statement, indicates in "no uncertain terms" that habitat loss has helped push some species to near extinction.

"The report is a clarion call to action," he said. "The science is clear — the Platte River's wildlife can't wait indefinitely for a solution."

The National Academy committee recommended that additional studies be done and pointed to some areas where there are gaps in knowledge. For example, the cost-effectiveness of some conservation efforts is not well enough known.

4-29-04
owh

A job well done

Scientists who studied the central and lower Platte River with an eye toward protecting endangered species got good marks for their work from the nation's premier scientific organization Wednesday.

The report from the National Academies of Science did, however, carry some recommendations and caveats, all the better to strengthen protections not only for endangered species but also for other animals and plants that depend on the Platte.

The review was triggered by U.S. Rep. Tom Osborne in response to complaints by groundwater irrigators angry about the U.S. Fish and Wildlife Agency's 1978 designation of critical habitat for whooping cranes on the river. The irrigators demanded, and got, an independent review.

The national academy is credible — the gold standard for reviews of such technical issues. And its report said that not only is the critical habitat designation for the endangered whooping crane proper, but so is the designation for the least tern, the pallid sturgeon and the threatened piping plover.

For instance, the report indicated that 7 percent of wild migratory whoopers stop on the central Platte River annually. Many, if not all, use the river at some point in their lives. The river is important because 70 percent to 80 percent of crane deaths occur during migration, and there is no other suitable crane habitat nearby.

The population of whoopers is so

**An independent
review finds
Platte River is
vital to cranes,
other species.**

brittle that if annual mortality were to increase by just 3 percent — one or two birds, perhaps — the species would become unstable. Eliminate the Platte from the equation and "population-wide effects would be likely."

The report goes into similar detail on the least tern, the piping plover and the pallid sturgeon. The birds are disappearing, the report suggested, due to "harassment caused by human activities . . . and losses of suitable habitat . . ." Some of the restoration work that has been done, such as construction of sand pits, is suitable but inadequate.

The report stressed the need to update the science on the river. For instance, it noted that cranes had abandoned some of the designated critical habitat and begun using land nearby. That keeps unnecessary restrictions on the owner of the abandoned land and leaves the cranes on alternative areas vulnerable.

The report recommends more research, more data collection, more information and more updating. And, significant to Nebraskans as they struggle with laws and policies to equitably manage the integration of surface- and groundwater policy, "the connections between surface water and groundwater are not well accounted for in research or decision-making."

The report resoundingly upholds the importance of the Platte River in protecting endangered and threatened species and urges a wider view of the goals of environmental preservation. We second both motions.

Request for Proposals:

Sarpy County, as the lead agency for a coalition of communities and stakeholders, is requesting Proposals for professional engineering services from qualified consultants to provide necessary planning and pre-design services for the preparation of a Study Report on Water Quality issues related to Regional Water and Wastewater Systems for Platte River tributary basins in Sarpy County. Sarpy County wishes to use the results of the study in conjunction with its Comprehensive Plan as a guide to address existing and future infrastructure needs in the county while protecting water quality.

The purpose for this study is to determine the viability of developing regional water and wastewater systems to protect water quality in the region generally described as that portion of Sarpy County that drains to the Platte River. The deliverable product will be a final report that documents the steps of the study process, including identification of stakeholders and their involvement, documentation of environmental and water quality issues, and recommends an overall plan for the proposed systems and a recommended implementation schedule.

The requested study should identify and recommend infrastructure (water and wastewater facility) systems that work with the environment to maintain the character of the area, and protect and preserve water quality, while allowing growth to occur. The study should include supporting material for the recommended plan(s).

Proposing consultants should provide an approach and draft scope of services to complete the study and provide a final product that meets the needs of Sarpy County to appropriately handle existing and anticipated development. Proposals should include a description of the project team organization, along with resumes of key team members and a description of their role on the project. The proposal should also include descriptions of representative projects completed by the project team members and an overall project schedule.

Proposal Requirements

Qualified professional engineering Firms or Teams shall submit eight (8) bound copies and ten (10) CD ROMs of their proposal to the following address, Sarpy County Clerk's Office, Deb Houghtaling, 1210 Golden Gate Dr Ste 1116, Papillion, NE 68046, no later than 4:00 P.M. _____, 2004. Proposals are limited to twenty-five (25) pages of written text. Double sided copy shall count as two pages. Text shall be at a minimum of 12 point in the chosen font. The page limitation excludes the proposal cover, table of contents, transmittal letter or attached references and professional resumes. All other text, project photographs, graphics, schedule charts and other supporting proposal features shall be contained in the body of the page limited proposal.

General Format of the Proposal

- I. Introduction and Project Understanding
- II. Project Team and Resources

- III General Project Approach and Draft Scope of Services
- IV Related Project Experience and Qualifications
- V Proposed Study Implementation Schedule
- VI Attachments (references, resumes, etc.)

Minimum Qualification Criteria for Professional Engineering Consultant

Firm and/or Team

The firm may consist of a single firm, a prime firm with sub-consultants, or a team to provide comprehensive services envisioned under all phases of the study. The firm or team must be legally qualified to practice engineering services in the State of Nebraska. Local understanding and a record of successful local and or regional projects is required. The firm must have an office location in Nebraska and must be the principal office of the professional project team members.

Firm or Team Qualifications

The Proposal shall present key staff members needed for the undertaking of this project. The firm should provide details of all team resources necessary and show ability of the firm to complete the Study.

Geographical Information Systems (GIS)

The firm and/or team shall have a demonstrated competence with and provide proof of in-house GIS and IT resources available for the Study. This requirement is due to the intensity of potential information needed for the study.

References

The firm will be required to demonstrate references on past projects performed. A minimum of three (3) references are required. Of particular interest are projects where the firm or team has developed water and wastewater infrastructure. Listing of references shall include specific names, telephone numbers and e-mail addresses.

Proven Performance with governmental agencies

The firm or team should have a demonstrated ability to coordinate with a multi-jurisdictional coalition, such as those who will be involved in the results and future implementation of this Study.

Proposal Evaluation

This is a Quality Based Selection and shall be based on the proposals provided by each firm and any interviews granted to a maximum of three firms. Upon selection of a Professional Engineering Consultant, the County will negotiate a detailed Scope of Services and associated fees, and award a contract. If a mutually satisfactory contract cannot be negotiated with the selected firm, the County at their sole discretion shall be free to enter into negotiation with the second ranked firm without further formality or requirements to secure a contract.

Memo

To: Programs, Projects and Operations Subcommittee

Subject: Platte River Trail (Springfield to Hwy 370 segment) – Agreement with the Department of Roads

Date: April 30, 2004

By: Gerry Bowen

Management has been working with the Nebraska Department of Roads (NDOR) to include a trail as a part of the Highway 50 reconstruction project between Springfield and Highway 370 (Springfield North Project) in Sarpy County. NDOR plans to bid the project in January, 2005, with a two-year construction schedule.

The draft agreement (attached) calls for the District to reimburse the state for costs associated with right-of-way acquisition, engineering services, and trail construction. The trail will be included in the highway right-of-way, however, in some cases additional right-of-way had to be acquired for the trail. NDOR has acquired those parcels and will retain ownership, but the acquisition costs need to be reimbursed. The right-of-way costs are \$289,940. The design engineering costs are \$79,441. Construction engineering and construction costs are currently estimated to be \$806,000. The total reimbursement from the District is currently estimated to be \$1,175,381.

NDOR set aside some of the Transportation Enhancement Fund (TEF) appropriation for use on its own projects. Original discussions with NDOR would have them use these “stateside” TEF funds to offset some of the costs for this project. However, NDOR recently changed its procedures for TEF funding so that there will no longer be stateside funds. Therefore, the District will be applying for \$500,000 in TEF funds for the project this year. The decision on TEF funding will not be made until December, 2004. In order for the project to proceed, the agreement must be executed within the next month.

The agreement has been structured so that the District’s reimbursement will be over two fiscal years (2005 and 2006). In FY 2005, it is proposed that the District reimburse NDOR a total of \$499,381 (\$289,940 + \$79,441 + \$130,000). The remainder would be paid in FY 2006. The District’s obligation in FY 06 is currently estimated to be \$676,000, less \$500,000 if the TEF funds are ultimately approved. The eventual total billing for the project will be for the actual costs of constructing the trail. This information is summarized on the attached spreadsheet.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute an agreement with the Nebraska Department of Roads for the construction of Segment 3 of the Platte River Trail between Springfield and Highway 370, subject to minor changes deemed necessary by the General Manager and approved as to form by the District Legal Counsel.

Springfield North Project				5/3/2004
		FY 2005	FY 2006	
Project Component	Total Cost	NRD Share	NRD Share w/ T21	NRD Share w/out T21
Right-of-way Acquisition	\$289,940	\$289,940		
Design Engineering	\$79,441	\$79,441		
Construction Engr. & Construction	\$806,000	\$130,000	\$176,000	\$676,000
Total	\$1,175,381	\$499,381	\$176,000	\$676,000

AGREEMENT

PROJECT NO. STPD-50-2(126), STATE CONTROL NO. 21790
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
STATE OF NEBRASKA, DEPARTMENT OF ROADS
HIGHWAY N-50 HIKER/BIKER TRAIL

THIS AGREEMENT, entered into between the Papio-Missouri River Natural Resources District, hereinafter referred to as the "District," and the State of Nebraska, Department of Roads, hereinafter referred to as the "State."

WITNESSETH:

WHEREAS, the State has plans for the improvement of Highway N-50 at the location as shown Exhibit "A," attached hereto and hereby made a part of this agreement, under Project No. STPD-50-2(126), and

WHEREAS, the District has requested that the State include in the above said project the construction of a hiker/biker trail on the east side of Highway N-50, and

WHEREAS, the State, pursuant to the Interlocal Cooperation Act, is willing to construct a hiker/biker trail and the District agree to reimburse the State for the cost and expense thereof, and

WHEREAS, the District will own, operate, inspect, repair, maintain and reconstruct the hiker/biker trail even though part or all of the trail will be located on State property, and

WHEREAS, the District will hold harmless, indemnify and defend the State from any and all claims arising out of the construction, use, operation and maintenance of the trail, and

WHEREAS, it is intended that the construction, use, operation, inspection, repair, maintenance and reconstruction of the trail will be without present or future cost or liability to the State, and

WHEREAS, the District specifically represents that it has authority to fulfill the terms of this agreement. Further, District has provided proper authority to the person signing below to execute and bind the District to the terms of this agreement.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. This agreement is entered into pursuant to the Interlocal Cooperation Act, Neb.Rev.Stat. § 13-801 to 13-827. No separate local entity will be created as a result of this agreement. District agrees to be bound by the terms of this agreement so long as the District's hiker/biker trail is located on State property. Real estate acquired for this project will be acquired in the name of the State of Nebraska or the Nebraska Department of Roads.

SECTION 2. The State agrees to design and construct a hiker/biker trail running north from the southern most end of the project to the Highway N-370 Interchange eastbound on ramp on the east side of the highway and constructed as a part of Project No. STPD-50-2(126), as shown on Exhibit "A" attached; provided, however, all State costs and expenses associated with the design, right-of-way and construction of the hiker/biker trail shall be reimbursed by the District. The State will bill the District a lump sum amount for cost and expenses for design work upon the execution of this agreement. The State will bill the District a lump sum amount for cost and expenses for right of way upon the execution of this agreement. The State will bill the District for cost and expenses for construction and construction engineering of \$130,000 upon award of the bid, and the balance on August 1, 2005. District will reimburse such costs and expenses within thirty days after receipt of the State's invoice showing the items of State costs and expenses which are reimbursable hereunder. The NRD desires to use enhancement funds for the construction of the Hiker/Biker Trail. It is understood by the NRD that if enhancement funds are not available to the NRD, the NRD will be responsible for 100 percent of all the Hiker/Biker Trail project cost. The allocation of State costs and expenses for design, right-of-way, construction engineering, and construction shall be determined as follows:

- A. Design Costs: The State will require the Consultants to separately itemize and record their time and money expenditures (1) for the design of the Highway Project No. STPD-50-2(126), and (2) for the design of the hiker/biker trail. The State's design costs and expenses reimbursable by the District pursuant to this agreement will be those portions of the designer's bills to the State for Project No. STPD-50-2(126), based on the negotiated agreement with the State's Consultant. This amount is a lump sum amount of \$79,441.
- B. The State's per parcel right-of-way costs and expenses attributable to the right-of-way acquired by the State for the hiker/biker trail shall be reimbursed by the District. The costs and expenses for the additional right-of-way acquired by the State for such trail will be in the lump sum amount of \$289,940.
- C. The State's construction costs and construction engineering expenses attributable to the hiker/biker trail and reimbursable by the District pursuant to this agreement, shall be determined by the State by advertising and accepting bids for construction of the hiker/biker trail, as separate bid items. The District shall reimburse the State an amount equal to the amount of the bid accepted by the State for such work. The selected bid for construction of Project No. STPD-50-2(126) may or may not contain the lowest bid for the hiker/biker trail. The District's cost of construction and construction engineering is currently estimated at \$806,000; however, both parties recognize this is a preliminary estimate only and that the final costs may be higher or lower than this preliminary estimate. The State will make final settlement after all costs are known for the construction and construction engineering.

SECTION 3. Upon completion of the State's construction project, the District shall be the owner of the hiker/biker trail and agrees to, at its cost and expense, be solely responsible for all duties

arising out of the ownership and use of the trail, including but not limited to safely operating, inspecting, maintaining (including snow removal), repairing and reconstructing the hiker/biker trail. After completing the construction of the hiker/biker trail, the State will not own the trail and will retain no duties with respect to the District's hiker/biker trail.

SECTION 4. The State hereby grants to the District a permit to use State highway right-of-way in the vicinity of which such hiker/biker trail will be constructed, for ingress and egress for the purpose of operating and maintaining the said hiker/biker trail in accordance with this agreement. The district further agrees to comply with all traffic safety regulations, including those prescribed in the latest approved edition of the Manual of Uniform Traffic Control Devices and to use extreme caution when working in the State right-of-way and not block or encroach upon any traffic lane without first providing a flagperson to direct traffic.

SECTION 5. The parties hereto agree that the State will not be responsible or liable in any manner to any person for any claim, demand, action or cause of action of any kind or character arising out of or by reason of the execution of this agreement or the design, construction and use of the District's hiker/biker trail.

The District agrees to indemnify, save and hold harmless the State and all of its departments, agents, employees of and from any and all claims, demands, costs, liabilities, expenses, judgments, damages, suits, actions or causes of action of whatsoever nature or character arising out of or by reason of the execution of this agreement, or the use or occupancy of State property for District's hiker/biker trail and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising out of or as a result of this agreement or the use or occupancy of State property by District and any person using District's hiker/biker trail. It is the intent of these parties that this section be construed to be consistent with Neb.Rev.Stat. § 25-21,187.

SECTION 6. The District agrees to notify the State's District Engineer in Omaha if any work, other than normal maintenance, is contemplated by the District on or along the hiker/biker trail. The District also agrees to repair any damage to the State's right-of-way caused by the maintenance and operation of the hiker/biker trail.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the District this _____ day of _____, 20____.

ATTEST:

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT

General Manager

EXECUTED by the State this _____ day of _____, 20____.

STATE OF NEBRASKA
DEPARTMENT OF ROADS

Roadway Design Engineer

RECOMMENDED:

District Engineer

AGR5-NZ

MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

SUBJECT: Equipment Replacement/Purchase Request for FY 2005

DATE: April 28, 2004

FROM: Jean Friends Tait, Purchasing Agent

Attached is a chart of equipment items identified for purchase/replacement in FY 2005. Again this year, the process to identify and prioritize equipment items most needed by the District was determined by a staff Equipment Committee comprised of Jerry Herbster, Martin Cleveland, Bill Warren and me. Each section within the NRD identified their equipment requirements and the equipment committee reviewed each item and made recommendations to the General Manager for purchase. The GM then reviewed the Committee's recommendations and made further changes/cuts to the chart. The chart reflects the General Manager's final recommendations.

The FY 2004 equipment budget was \$309,050. The FY 2005 equipment budget request is \$383,675. State statute allows for a maximum 2.5% increase in restricted funds (to include general operational costs, i.e. salaries, equipment, insurance, etc., does not include project expenditures, i.e. construction, land rights, etc.). The Board can approve an additional 1% increase for a total of 3.5% increase in restricted funds, if required.

Staff recommends approval of the FY 2005 Equipment Requirements subject to FY 2005 Budget.

Papio-Missouri River NRD Equipment Expenditure/Request Comparison

Prepared on April 28, 2004

FY 2005	FY 2004	FY 2003	FY 2002	FY 2001
Machinery/Equipment \$264,529	Machinery/Equipment \$147,700	Machinery/Equipment \$138,870	Machinery/Equipment \$168,724	Machinery/Equipment \$181,222
Vehicles \$67,000	Vehicles \$77,600	Vehicles \$67,000	Vehicles \$69,500	Vehicles \$71,000
Office Equipment \$52,146	Office Equipment \$83,750	Office Equipment \$89,496	Office Equipment \$65,347	Office Equipment \$32,000
TOTAL \$383,675	TOTAL \$309,050	TOTAL \$295,366	TOTAL \$303,571	TOTAL \$284,222

Equipment Committee's Recommended
FY 2005 Equipment Requirements List

Item Description	Cost	Justification/Indicative Data
Machinery & Equipment		
160hp Track Loader	\$40,000	Final of 4 payments
Hydraulic Excavator	47,529	2 nd of 4 payments
Rubber Tire Loader 130-135 HP with quick attach self contained arm mower	137,000	Replace JD 6400 tractor with arm mower trade-in. Will be used for levee maintenance, construction, snow removal and arm mowing levee system. Used at Chalco Hills, Walnut Creek, Prairie View, & Elkhorn Crossing Recreation Areas
15' Rotary Mower (pull type)	10,000	Replace 8 year old mower. Will be used on levee system and PL structures
AMT Gator	4,500	Replace on 3 year cycle
Snowblower (skid loader mount)	4,500	Replace 6 year old blower trade-in
Trailer	3,500	Replace 15 year old trailer trade-in (to haul mowers etc.
Snow Blade (truck mounted)	5,000	New Snow blade
Grass Seeder w/Trailer	12,500	Replace 35 year old seeder (excessive repairs)
Total FY 05 Machine/Equip	\$264,529	FY 04 Budget \$147,700 (\$87,529 is committed by existing lease purchase)
Trucks & Vehicles		
2005 Compact 4x4 LB Pickup Truck	18,000	New Rural Water System Employee @ Blair Office ~ service, operating and utility calls (50% paid by Papio - 50% paid by Washington County
2005 Compact 4x4 LB Pickup Truck	18,000	New Dakota Rural Water System ~ 100% paid by Dakota County Rural Water
2005 Compact 4X4 Extended Cab Pickup Truck	16,000	Replace 2LA35, 1997 Chevy S-10 trade-in (est. 96,531 miles 12/31/04)
2005 Compact 4X4 Extended Cab Pickup Truck	15,000	Replace 2LL06, 1998 Ford Ranger trade-in (est. 96,669 miles 12/31/04)
Total FY 05 Trucks/Vehicles	\$67,000	FY 04 Budget \$77,600

Computer Equipment		
Computer Replacement	10,596	Replace 6 oldest computers and 4 monitors
Software Upgrades	23,350	Software upgrade for creating electronic forms, web/desktop publishing, and Network Management. Maintenance for existing software on annual contracts.
Server	5,000	Replace outdated server that requires additional capacities for document imaging.
Printers	4,500	Replace 3 printers for office/accounting/I&E
Miscellaneous	6,000	Various hardware or software updates, drive replacements, keyboards, network cards, etc.
Portable Projector	2,700	To allow permanent installation of Proxima in Board Room
Total FY 05 Office Equip.	\$52,146	FY 04 Budget \$83,750
Total FY 05 Equipment Request \$ 383,675 FY 04 Budget \$309,050		

As of 4/23/2004

16.8 District Property – Vehicle Replacement Schedule: It is the policy of the NRD to maintain all District-owned vehicles to keep them in the best condition possible. The District will use the following as a guideline for the replacement of District-owned vehicles:

- ◆ Gas Vehicles - 6 years or 100,000 miles
- ◆ Diesel Vehicles - 7 years or 150,000 miles

This is a guideline only. Recommendation for replacement of vehicles based on maintenance history and/or vehicle condition is at the discretion of the General Manager.

[August 14, 2003]

P-MRNRD VEHICLE MILEAGE STATUS FOR CALENDAR YEAR 2003

VEHICLE	NUMBER	MILEAGE 12/31/2000	MILEAGE 12/31/2001	MILEAGE 12/31/2002	MILEAGE 12/31/2003	Age in Months	Total Life*	2000	2001	2002	2003	Suggested Replacement Year	Estimated Mileage 12/31/2004**	12/31/2005**
2003 Ford 4X4 Explorer Purchased: 10/25/2002	1CA07	0	0	5,161	27,962	15.0	1,864	0	0	1,720	1,900		50,763	73,564
2003 Ford 4X4 Explorer Purchased: 10/25/2002	1CA08	0	0	2,530	16,970	15.0	1,131	0	0	843	1,203		31,410	45,850
2004 Chevy S-10 Blazer 4X4 Purchased: 11/03	1CA09	0	0	0	271	2.0	136	0	0	0	136		9,356	18,712
1973 Ford Flat Bed Truck Purchased: 1973	2EA02	155,228	155,356	155,507	155,669	372.0	418	48	11	13	14		155,831	155,993
1985 Mack Dump Truck Purchased: 1984	2EA04	218,315	241,491	263,208	291,368	240.0	1,214	1,693	1,931	1,810	2,347		319,528	347,688
1991 Mack Dump Truck Purchased: 1990	2EA05	79,066	88,590	98,560	109,033	168.0	649	483	794	831	873		119,506	129,979
2002 Ford 4X4 Pickup Purchased: 2/02/2002	2EA07	0	0	5,753	12,432	23.0	541	0	0	479	557		19,111	25,790
2002 Ford 4X4 Pickup Purchased: 12/11/01	2GA01	0	0	4,490	11,278	24.0	470	0	0	374	566		18,066	24,854
2004 Ford F-350 Purchased: 11/04	2GA02	0	0	0	206	2.0	103	0	0	0	103		16,178	32,356
1997 Chevy S-10 4X4 Pickup Purchased: 01/03/97	2LA34	31,610	37,349	42,570	47,300	84.0	563	608	478	435	394		52,030	56,760
1997 Chevy S-10 4X4 Pickup Purchased: 01/03/97	2LA35	36,839	49,927	63,565	80,048	84.0	953	1,036	1,091	1,137	1,374	F.Y. 2005	96,531	113,014
1999 Chevy 3/4 4X4 Pickup Purchased: 5/99	2LA39	14,569	21,172	36,597	53,366	56.0	953	785	550	1,285	1,397		70,135	86,904
1999 Ford Diesel 4X4 Pickup Purchased: 12/08/98	2LA40	39,690	57,155	67,160	76,170	71.0	1,073	1,586	1,455	834	751		85,180	94,190
2001 Ford 1/2 4X4 Pickup Purchased: 11/2000	2LA42	1,665	23,500	43,730	62,300	38.0	1,639	833	1,820	1,686	1,548	F.Y. 2006	80,870	99,440
2002 Chevy 4X4 Pickup Purchased: 11/2001	2LA43	0	611	24,093	49,901	26.0	1,919	0	306	1,957	2,151	F.Y. 2006	75,709	101,517
2003 Ford Ranger Pickup Purchased: 10/25/2002	2LA44	0	0	3,165	19,450	15.0	1,297	0	0	1,055	1,357		35,735	52,020
1998 Ford Ranger 4X4 Pickup Purchased: 12/28/99	2LL06	41,476	55,720	69,153	82,911	73.0	1,136	1,071	1,187	1,119	1,147	F.Y. 2005	96,669	110,427
2000 Chevy S-10 4X4 Pickup Purchased: 12/08/97	2LL07	7,232	13,928	20,349	25,959	48.0	541	603	558	535	468		31,569	37,179
2000 Ford Diesel 4X4 Pickup Purchased: 01/11/00	2LL08	13,947	33,990	54,630	71,277	48.0	1,485	1,162	1,670	1,720	1,387		87,924	104,571
2000 Ford Diesel 4X4 Pickup Purchased: 01/19/00	2LL09	12,243	25,590	38,290	54,278	48.0	1,131	1,020	1,112	1,058	1,332		70,266	86,254
2000 Ford 3/4 4X4 Pickup Purchased: 02/00	2LL10	14,148	32,839	47,280	65,671	45.0	1,459	1,179	1,558	1,203	1,533	F.Y. 2006	84,062	102,453
1980 Mack Tractor Trailer Purchased: 1980	2RA03	538,726	541,044	543,210	546,808	288.0	1,899	232	193	181	300		550,406	554,004
2001 Chevy 4X4 Utility Truck Purchased 11/19/01	2TA09	0	19,541	38,739	56,440	36.0	1,568	0	1,628	1,600	1,475		74,141	91,842
2001 Ford F-350 Utility Truck Purchased 11/19/01	2TA10	0	12,004	28,197	44,656	36.0	1,240	0	1,000	1,349	1,372		61,115	77,574
2004 Ford Diesel 4X4 Utility Purchased: 11/04	2TA11	0	0	0	80	2.0	40	0	0	0	40		12,180	32,356
1999 Ford Windstar Van Purchased 1/99	2VA02	15,854	22,000	28,828	33,520	60.0	559	703	512	569	391		38,212	42,904

* Total Life = Total Miles / Age in Months
 ** Based on 2003 Avg. Mileage/Month
 *** Trade Cycle (approximately)
 100,000 miles (Gasoline type)
 150,000 miles (Diesel type)
 (A) For 2003 Vehicles previous vehicle information was used for estimating mileage.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
VEHICLE OPERATION RECORDS
CALENDAR YEAR 2003

	C	D	E	F	H	I	J	K	L	M	N
	VEHICLE DESCRIPTION	TOTAL MILES	FUEL INFO.	MPG	TOTAL DIR. OPERATING	MAINTENANCE AND REPAIR COST	TOTAL M&R	OVERALL EXPENSE	OVERALL COST/MILE	ENDING MILEAGE	
		TRAVELED	TOTAL GALS. (C/D)		EXPENSE	COMM. FNRD	(H+I)	(G+J)	(K/D)	12/31/2003	
1	1C404 96 CHEVY S-10 4X4 BLAZER	9,356	629	14.9	\$1,159.04	\$577.12	\$577.12	\$1,736.16	\$0.19	82,979	
2	1C407 03 FORD EXPLORER	22,801	1,444	15.8	\$2,876.63	\$117.95	\$117.95	\$2,994.58	\$0.13	27,962	
3	1C408 03 FORD EXPLORER	14,440	867	16.6	\$1,715.02	\$105.63	\$105.63	\$1,820.65	\$0.13	16,970	
4	2E402 73 FORD FLATBED TRK.	162	40	4.1	\$36.40	\$0.00	\$0.00	\$36.40	\$0.22	155,669	
5	2E404 85 MACK DUMP TRK	28,160	4,765	5.9	\$4,449.72	\$157.98	\$157.98	\$4,607.70	\$0.16	291,368	
6	2E405 91 MACK DUMP TRK	10,473	1,782	5.9	\$1,706.60	\$0.00	\$0.00	\$1,706.60	\$0.16	109,033	
7	2E407 02 FORD 4X4 DUMP BED	6,679	710	9.4	\$1,093.47	\$0.00	\$0.00	\$1,093.47	\$0.16	12,432	
8	2G401 FORD LIGHT FLAT BED	6,788	632	10.7	\$960.42	\$20.92	\$20.92	\$981.34	\$0.14	11,278	
9	2L434 97 CHEVY S-10 PICKUP 4X4	4,730	318	14.9	\$596.37	\$764.50	\$764.50	\$1,360.87	\$0.29	47,300	
10	2L435 97 CHEVY S-10 PICKUP 4X4	16,483	1,063	15.5	\$1,595.67	\$0.00	\$0.00	\$1,595.67	\$0.10	80,048	
11	2L439 99 CHEVY 3/4 4X4 PICKUP	16,769	1,439	11.7	\$2,124.25	\$0.00	\$0.00	\$2,124.25	\$0.13	53,366	
12	2L440 99 FORD 4X4 DIESEL PICKUP	9,010	880	10.2	\$1,322.38	\$0.00	\$0.00	\$1,322.38	\$0.15	76,170	
13	2L441 99 FORD 4X4 DIESEL PICKUP	16,178	1,214	13.3	\$1,770.71	\$0.00	\$0.00	\$1,770.71	\$0.11	96,600	
14	2L442 01 FORD F-150 4X4 PICKUP	18,570	1,258	14.8	\$1,929.33	\$899.13	\$899.13	\$2,828.46	\$0.15	62,300	
15	2L443 02 CHEVY 4X4 PICKUP	25,808	2,221	11.6	\$3,109.42	\$1,388.58	\$1,422.54	\$4,531.96	\$0.18	49,901	
16	2L444 03 FORD RANGER PICKUP	16,285	1,012	16.1	\$1,525.00	\$292.07	\$292.07	\$1,817.07	\$0.11	19,450	
17	2L406 98 FORD RANGER 4X4	13,758	829	16.6	\$1,565.33	\$0.00	\$0.00	\$1,565.33	\$0.11	82,911	
18	2L407 00 CHEVY S-10 SUPER CAB 4X4	5,610	415	13.5	\$635.19	\$0.00	\$0.00	\$635.19	\$0.11	25,959	
19	2L408 00 FORD DIESEL SUPER CAB 4X4	16,647	1,160	14.3	\$1,954.08	\$0.00	\$0.00	\$1,954.08	\$0.12	71,277	
20	2L409 00 FORD DIESEL SUPER CAB 4X4	15,988	1,027	15.6	\$1,649.20	\$0.00	\$0.00	\$1,649.20	\$0.10	54,278	
21	2L410 00 FORD F-250 SUPER CAB 4X4	18,391	1,838	10.0	\$2,911.19	\$529.27	\$529.27	\$3,440.46	\$0.19	65,671	
22	2R403 80 MACK TRUCK TRACTOR	3,598	560	6.4	\$536.96	\$0.00	\$0.00	\$536.96	\$0.15	546,808	
23	2T408 97 FORD 4X4 UTILITY TRK.	12,180	1,758	6.9	\$2,670.64	\$1,992.32	\$1,992.32	\$4,662.96	\$0.38	84,912	
24	2T409 01 CHEVY 4X4 UTILITY TRK.	17,701	1,755	10.1	\$2,702.41	\$0.00	\$0.00	\$2,702.41	\$0.15	56,440	
25	2T410 01 FORD F-350 UTILITY TRK	15,627	1,925	8.1	\$2,954.34	\$333.91	\$333.91	\$3,288.25	\$0.21	43,285	
26	2U402 99 FORD WINDSTAR MINI VAN	4,692	255	18.4	\$436.86	\$151.05	\$151.05	\$587.91	\$0.13	33,520	
2003 TOTALS		346,884	31,795	10.9	\$45,986.63	\$7,330.43	\$7,364.39	\$53,351.02	\$0.15		

1C404 WAS REPLACED BY 1C409

2L441 WAS REPLACED BY 2G402

2L408 WAS REPLACED BY 2T411

MEMORANDUM TO: File

SUBJECT: F.Y. 2005 Computer Budget

Date: March 18, 2004

BY: Trent Heiser, IT Specialist

Below is a summary and explanation of the computer equipment requirements for the FY 2005 budget.

1. Computer Replacement/Monitors – Cycle out 6 of the District’s oldest computers & 4 monitors \$10,596
2. Software upgrades –Software upgrades for creating electronic forms, web/desktop publishing & Network Management. Maintenance for existing software on annual maintenance contract also included. \$23,350
Maintenance costs is \$15,005 of the \$23,350
3. Miscellaneous – Various hardware or software updates, drive replacements, keyboards, network cards etc. \$6,000
4. Servers – Replace outdated servers that need additional capacities OTG servers. \$5,000
5. Printers – Replacement Printers for JoLene, Christine, Linda. \$4,500
6. Portable Projector - \$2,700

Total	\$52,146
-------	----------