



LOWER PLATTE SOUTH

natural resources district

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

TO: Board of Directors

FROM: Dan Schulz, Resources Coordinator *Dan*

DATE: July 16, 2019

SUBJECT: Minutes-Recreation, Forestry & Wildlife Subcommittee

The Recreation, Forestry and Wildlife Subcommittee met in the District conference room on Monday, July 15, 2019, at 5PM. Members present were Gary Aldridge, Tom Green, Chelsea Johnson, Dan Steinkruger and Ray Stevens. Others present were Abbie Green, Ariana Kennedy, David Potter and Dan Schulz.

Tom Green agreed to Chair the meeting in Anthony Schutz's absence. Green asked Ariana Kennedy to report on a land slide on the Oak Creek Trail which occurred several weeks ago approximately 1.25 miles west of the Valparaiso trail kiosk. See attached photos.

The first action item was consideration of the Rosa Parks Way Trail supplemental agreement #3 for engineering services to build the railroad under crossing trail connection at First and "J" Streets in Lincoln. Kennedy indicated the total cost for the engineering services is \$38,047.10 with the District responsible for 20% or \$7,609.42. She indicated this agreement, prepared by the Nebraska Department of Transportation, is between the District and JEO Consulting Group, Inc. for the completion of the Salt Creek levee trail up to Superior Street. Upon completion, the District will be deeding over the Salt Creek levee trail to the City of Lincoln. See attached agreement and map.

It was moved by Stevens and seconded by Johnson to recommend the Board of Directors approve the resolution authorizing the General Manager to sign

Supplemental Agreement Number 3 between the Lower Platte South Natural Resources District and JEO Consulting Group Inc. for additional engineering services for the Lincoln Rosa Parks Way Trail project with the District's share not to exceed \$7,609.42.

Voting in favor – Green, Johnson, Steinkruger and Stevens.

Voting opposed- Aldridge.

The second agenda item was consideration of the Mentor Hunt Agreement with the Nebraska Game and Parks Commission on the Warner Community Wetland Management Area. Schulz indicated the District has been participating in this program for several years. The program pairs an experienced archer with typically a youth wanting to learn how to archery hunt deer and turkey. He indicated the agreement would start August 1, 2019 and expire May 31, 2020. See attached agreement and map.

It was moved by Stevens, seconded by Johnson and unanimously approved to recommend the Board of Directors approve the Mentored Hunt Agreement between the Lower Platte South Natural Resources District and the Nebraska Game and Parks Commission for mentored archery hunting on the Warner Wetlands property.

Chair Green adjourned the meeting at 5:35PM.

Oak Creek Trail 1.25 miles west of Valparaiso



Oak Creek Trail 1.25 miles west of Valparaiso



Oak Creek Trail 1.25 miles West of Valparaiso



Agreement No.	BK1256-003
Effective (NTP) Date	06/11/2019
Supplement Amount	\$38,047.10
Total Agreement Amount	C+FF \$122,485.55

PROFESSIONAL SERVICES AGREEMENT SUPPLEMENT NO. #3

LOWER PLATTE SOUTH NATURAL RESOURCE DISTRICT
JEO CONSULTING GROUP
PROJECT NO. ENH-55(164)
CONTROL NO. 12945
LINCOLN ROSA PARKS WAY TRAIL

THIS SUPPLEMENTAL AGREEMENT is between the Lower Platte South Natural Resource District ("LPA") and JEO Consulting Group, Inc. ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on April 20, 2012 for Consultant to provide preliminary engineering for LPA's project, and

(1) Supplemental Agreement #1 executed by LPA on May 23, 2016;

(2) Supplemental Agreement #2 executed by LPA on April 20, 2017;

WHEREAS, it is necessary that additional preliminary engineering services be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. ENH-55(164) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated _____ day of _____, 20____, attached as Exhibit "A" and incorporated herein by this reference.

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in Exhibit "B", Scope of Services, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION

- 2.1 LPA issued Consultant a written Notice-to-Proceed on June 11, 2019. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.
- 2.2 Consultant will complete all work stipulated in the Original Agreement, Supplemental Agreement(s) #1-2, and this Supplemental Agreement by October 31, 2019.

SECTION 3. FEES AND PAYMENTS

For the work required, SECTION 6 FEES AND PAYMENTS of the Original Agreement, as amended in supplement(s) #1 & #2, is hereby further amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from \$7,518.80 to \$11,393.40, an increase of

\$3,874.60. Actual costs are increased from \$76,919.65 to \$111,092.15, an increase of \$34,172.50. The total agreement amount is increased from \$84,438.45 to \$122,485.55, an increase of \$38,047.10 which Consultant must not exceed without the prior written approval of LPA.

SECTION 4. CONFIDENTIAL INFORMATION

Documents submitted to LPA, including invoices, supporting documentation, and other information are subject to disclosure by LPA under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to LPA information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that LPA does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against LPA for the disclosure of such information.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION BY LPA

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 7. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by Consultant on this _____ day of _____, 2019.

JEO CONSULTING GROUP, INC.
Robert S. Brigham

President

STATE OF NEBRASKA)
)ss.
SAUNDERS COUNTY)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2019.

Notary Public

EXECUTED by LPA this _____ day of _____, 2019.

LOWER PLATTE SOUTH NRD
Paul Zillig

General Manager

Subscribed and sworn to before me this _____ day of _____, 2019.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for
Federal Funding Eligibility:

Date

Consultant Work Order (Local Projects)

Project No.: ENH-55(164)		Control No.: 12945
Consultant: (Name and Representative) JEO Consulting Group, Inc (Julie Ogden)		Agreement No.: BK1256
LPA: (Name and Representative) Lower Platte South NRD		Work Order No.: 3
		Constr. Change Order No.: (if applicable) NA
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p> <p>Justification to modify agreement: (Include scope of services, deliverables, and schedule) Additional services to address comments received from the USACE on the Section 408 Application. Also include additional Project Management, utility coordination, environmental reviews, plan corrections and meetings. JEO and Terracon understand that this would be the final supplement issued for this project based on the Grant Financial Management Review by FHWA.</p>		
Work Title	Summary of Fee	
Preliminary Engineering and Permitting	A. Total Direct Labor Cost	= 9,563.50
	B. Overhead (Factor * x A)	= 19,568.83
	C. A + B	= 29,132.33
	D. Profit/Fee (Factor ** x C)	= 3,874.60
	E. Direct Non-Labor Cost	= 40.17
*Overhead Factor: 204.62%	F. Subconsultant Services	= 5,000.00
**Profit/Fee Factor: 13.30%	TOTAL FEE: C + D + E + F	= \$38,047.10
Total Fee Notes: Facility Capital Cost of Money rate is 0.42% of direct labor only (shown as direct non-labor cost)		<input type="checkbox"/> ESTIMATED TOTAL FEE: <input type="checkbox"/> FINAL TOTAL FEE:

Work Order Authorization – May be granted by email and attached to this document.

Consultant:
 Name: Julie Ogden Signature: [Signature] Date: 4/16/19

LPA:
 Name: _____ Signature: _____ Date: _____

LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):
 Name: _____ Signature: _____ Date: _____

LPS Unit Head Review (for PE Phase):
 Name: _____ Signature: _____ Date: _____

LPS Manager or Construction Engineer (Construction Phase):
 Name: Jodi Gibson Signature: [Signature] Date: _____

FHWA: (FHWA Approval on Full Oversight Projects Only):
 Name: _____ Signature: _____ Date: _____

Notice to Proceed will be granted by email by:
 LPS PC for Preliminary Engineering & CD PC for Construction Engineering.

FMIS Approval Date:
6/7/19

Notice to Proceed Date:
6/11/19

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOR Agreements Engineer, Highway Funds Manager, CD PC
 DR Form 250, February 2017

EXHIBIT "B"

Scope of Services

Project Name Rosa Parks Way Trail

Project No. ENH-55(164)

CN: 12945

Engineering Design Services – Change of Work Order #3

TASKS AND TASK ASSIGNMENTS

It is anticipated the project will require the following major tasks:

- Preparation of documents required to respond to any additional comments from US Army Corps of Engineers on the March 2019 Section 408 approval application for this project
- Preparation of Section 4(f) Exception documents to current format
- Preparation of a NEPA Re-Evaluation request & Green Sheet
- Plan updates for PS&E Submittal
- Addressing PS&E Blueline comments
- Project management
- Assistance during construction

Consultant Shall Provide:

PROJECT MANAGEMENT AND QUALITY CONTROL

Coordination of Design Professional and Scheduling. The Consultant Project Manager will serve as point of contact, maintain project schedule and coordinate work of sub-Consultants

1. **Project Management.** This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices, prepare monthly progress reports and prepare project correspondence with the Responsible Charge (RC) and to NDOT and maintain project records.
2. **Quality Assurance/Quality Control.** The Consultant will perform QA/QC checks at various stages of the project including prior to any official submittal. The Consultant will provide a copy of their QA/QC plan to the RC at the start of the project. The Consultant will submit in writing that this plan has been used during the project at each submittal with the name of the person responsible for performing the QA/QC the review.

MEETINGS

1. **LPA/NDOT Coordination Meetings** the Consultant will set up a conference call/ with NDOT and the LPA (as needed) to discuss the status of plan development and coordinate design activities. The consultant should anticipate 6 meetings.

The Consultant will be responsible for distributing meeting invitations, coordinating meeting locations, and preparing meeting minutes

2. **Meetings with Utilities.** Two (2) Utility review meetings will be scheduled.

DOCUMENTS TO ADDRESS USACE SECTION 408 COMMENTS

Overview. This task includes preparing a response to comments received on a Section 408 application preparation. The work assumes that the application will be considered minor under Section 408 and remain under the Omaha District for review. If at any time, the classification changes to a major application and reviews outside of the district are required, a supplement to this agreement will be needed.

1. **Section 408 comment review:** review and prepare a concept plan to address comments from the corps (letter dated August 24, 2018).
2. **Geotechnical Report update:** this task will include an update to the existing geotechnical report based on the design updates and will address comments from the Section 408 review letter. It is NOT anticipated that additional boring/drilling will be required for this update.
3. **Update Flood Plain Model and Permit Application:** this work includes updating the flood plain model for any design changes required to address the Section 408 comments from USACE. It would also include any changes to the current version of the permit application (for City of Lincoln) as needed.
4. **Plan update:** the current 90% plans will be updated to address comments and likely will include additional grading on the landward side of the levee to provide for additional levee stability. The changes could also include adjustments to grading slopes, extension or removal of retaining walls and handrails. The plan update includes an updated opinion of probable cost.
5. **Section 408 response package:** develop a response package include a letter outlining the changes

FINAL PS&E SUBMITTAL/BLUE LINE CORRECTIONS

1. **Final PS&E Submittal.** Upon incorporating review comments into the plan set and special provisions, the Consultant shall prepare and submit all drawings, special provisions, opinion of probable cost and an estimate of quantities to the NDOT Project Coordinator for the final PS&E review. The completed PS&E plans to be submitted by the Consultant shall include the following:
2. **Address comments or questions** during PS&E Review this includes the effort of addressing any questions or comments that arise during the PS&E review. And making corrections per PS&E Comments (not to include errors or omissions), this includes corrections based on PS&E comments that make the plans biddable.
3. **Printing** this includes effort to print and resubmit any sheets that change based on PS&E comments (not to include errors or omissions).
4. **Letting Task**
 - a. Answering questions received from Contractors during Letting Phase

- b. Supplying information to NDOT for preparing addendums
- c. Shop drawing review/approvals

UTILITIES

1. **Assistance** this includes effort to assist the LPA with engaging the existing utility owners. Prior to letting of the project, the Consultant will notify known utility companies of the anticipated project construction schedule and bid date for their information in scheduling relocation work.
2. **Utility Plan Submittals** With each plan, submittal to the LPA the Consultant will distribute plans to public and private utilities within the project limits for review and comment.
3. **Utility Permits** the consultant will assist the LPA in permitting private utilities

ENVIRONMENTAL SERVICES

1. **Section 4 (f) Documentation updates** Complete a Section 4(f) Exception document for the work to detour the existing trail users around the work.
2. **Environmental re-evaluation, after ROW Design** After the review and approval of the Right of Way design by NDOT's ROW Division the Consultant is to re-evaluate the project to determine whether the scope of the project and environmental documentation remain valid under current policies and regulations. The consultant is to submit a "Re-evaluation Approval Request" for approval by the NDOT, LPA Environmental Coordinator.
3. **Green sheets NEPA Coordination (Green Sheets)** The Consultant will submit the Green Sheet to the NDOT NEPA Specialist and Local Projects Section for review. The Green Sheet must be submitted in a word document format with the attachments in a PDF format. And developed using guidance from the NDOT LPA Green Sheet Guidance document
<http://dot.nebraska.gov/media/7789/lpa-greensheet-guidelines.pdf>.

ASSISTANCE DURING CONSTRUCTION PHASE

1. **Project Assistance** this task includes assisting the NDOT District Construction Manager and/or Inspector.
 - a. The Consultant shall answer questions or provide clarifications on the project plans as requested by NDOT's Construction Manager and/or Inspector.
 - b. This task could include up to one (1) site visit by the design engineer at no more than 6 hours.
2. **Meetings** this includes project staff meeting with the NDOT/LPA, the Contractor, and NDOT when requested by the NDOT Construction Manager.
 - a. Pre-Construction Meeting - Attend and answer any questions that arise at the meeting.
 - b. Assume 1 trips to the project site for meeting(s).

Nebraska Department of Transportation
Local Projects

3. **Review of Shop Drawings** this includes the Consultant review of shop drawings provided electronically by NDOT Construction Division. The reviewed document shall be returned to NDOT electronically as well.
 - a. For this project the anticipated shop drawing to be reviewed include:
 - Retaining Walls
 - Railroad Protective Cage
 - Handrail
 - Signs

SCHEDULE

Project Timeline. The Consultant shall prepare a schedule for project milestone dates and the schedule will be updated quarterly or if dates change. The consultant will show old dates with the updated schedule dates. The schedule will be printed on a separate document as well as included in the agreement. The document will include the project name, the project number, project control number consultant firm name, project manager and date.

<i>Updated Section 408 Application Submittal</i>	<i>March 15, 2019</i>
Notice to Proceed with Supplement work	April 5, 2019
Prepare Section 4(f) Exception Document	April 26, 2019
Receive Section 408 application comments	May 10, 2019*
Updated Section 408 application & comment responses	May 24, 2019
Receive NDOT Comments on Section 4(f) document	May 24, 2019
Re-submit Section 4(f) Document	May 31, 2019
Receive Section 408 application approval	June 21, 2019*
Submittal of NEPA Re-Evaluation form	June 28, 2019
Submittal of PS&E Plans	June 28, 2019
Submittal of corrections for PS&E Blueines	September 3, 2019 Or within 5 days of receipt
Estimated Project Letting	October 2019
Construction Assistance	TBD

* these dates are our best estimates based on recent review timelines for the U.S. Army Corps of Engineers. They can vary depending on their workload and emergencies. We could, with your approval, submit the PS&E Plans prior to final permit acceptance depending upon their prior comments.

Preliminary and Final Design Consultant Estimate of Hours

Project Name: Rosa Parks Way Trail
 Project Number: ENH-S5(164)
 Control Number: 12845
 Location (City, County): Lincoln NE
 Firm Name: JED Consulting Group
 Consultant Project Manager: Julie Ogden
 Phone/Email: 402.443.7493; jlogden@jed.com
 NRD Project Liaison: Ariann Kennedy
 Phone/Email: 402.476.2729; ariana.kennedy@lpsnrd.org
 NDOR RC: Judy Boran
 Phone/Email: 402.479.4435; judy.boran@nebraska.gov
 Date: April 16, 2019

TASKS	PERSONNEL CLASSIFICATIONS**											Total						
	PM	SENG	ENG	SWRE	WRE	SDES	ENV	ADM	SPC	SUR	QC							
For Engineering Services:																		
Project Management	15											8	23					
1 Project Management	15												8	15				
2 Quality Assurance / Quality Control													8	8				
Meetings	8											3	11					
1 LPA/NDOT Coordination Meetings	6			3										9				
2 Meetings with Utilities	2													2				
Documents to Address USACE Section 408 Comments	8											7	15	20	1	51		
1 Section 408 Comment Review	2				1	2								5				
2 Geotechnical Report Update/Address Corps Questions	To be completed by Terracon																	
3 Update Flood Plain Model and Permit Application				4	8									12				
4 Plan Update	5					20								25				
5 Section 408 Response Package	1			2	5			1						9				
Final PS&E Submittal/Blue Line Corrections	21											30	2	53				
1 Final PS&E Submittal	9					8		1						18				
2 Address comments or questions	8					20		1						29				
3 Printing						2								2				
4 Letting Task	4													4				
Utilities	10											2	2	14				
1 Assistance	2													2				
2 Util by Plan Submittals	6					2		2						10				
3 Utility Permits	2													2				
Environmental Services	13											14	27					
1 Section 407 Documentation updates	2							8						10				
2 Environmental Re-Evaluation after ROW Design	7							6						13				
3 Green Sheet	4													4				
Assistance During Construction Phase	24											4	28					
1 Project Assistance	10													10				
2 Meetings	6					4								10				
3 Review of Shop Drawings	8													8				
Total Hours	99											10	19	52	14	5	8	207
Total Days (8 hrs)	12.4											1.3	2.4	6.5	1.8	0.6	1.0	25.9

CLASSIFICATIONS:
 PM Project Manager
 SENR Senior Engineer
 ENG Engineer
 ADM Administrative
 SWRE Sr Water Resources Engineer
 WRE Water Resources Engineer
 SDES Senior Designer/Technician
 ENV Environmental Scientist
 SPC Survey Party Chief
 SUR Surveyor I
 QC Quality Control Rev.

** For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UDI" with its abbreviation (ex. GRA) and replace "User Defined 1" with the

Preliminary and Final Design Labor Rates

Project Name: Rosa Parks Way Trail
 Project Number: ENH-55(164)
 Control Number: 12945
 Location (City, County): Lincoln NE
 Firm Name: JEO Consulting Group
 Consultant Project Manager: Julie Ogden
 Phone/Email: 402.443.7483; jogden@jeo.com
 County Project Liaison: Ariana Kennedy
 Phone/Email: 402.476.2729; ariana.kennedy@lpsnrd.org
 NDOR RC: Judy Borer
 Phone/Email: 402.479.4435; judy.borer@nebraska.gov
 Date: 4/16/2019

Labor Costs:		Hours	Blended Rate	Amount
Code	Classification Title			
PM	Project Manager	99	\$49.77	\$4,927.23
SENG	Senior Engineer			
ENG	Engineer			
SWRE	Sr Water Resources Engineer	10	\$49.50	\$495.00
WRE	Water Resources Engineer	19	\$36.92	\$701.48
SDES	Senior Designer/Technician	52	\$40.80	\$2,121.60
ENV	Environmental Scientist	14	\$42.33	\$592.62
ADM	Administrative	5	\$27.53	\$137.65
SPC	Survey Party Chief			
SUR	Surveyor I			
QC	Quality Control Rev.	8	\$73.49	\$587.92
TOTALS		226		\$9,563.50

Overhead Rate: 204.62% Fixed Fee: 13.30%
 FCCM (if applicable) 0.42%

CLASSIFICATIONS:

PM = Project Manager SWRE = Sr Water Resources Engineer SPC = Survey Party Chief
 SENG = Senior Engineer WRE = Water Resources Engineer SUR = Surveyor I
 ENG = Engineer SDES = Senior Designer/Technician QC = Quality Control Rev.
 ADM = Administrative ENV = Environmental Scientist

Blended Rates Worksheet

STAFFING PLAN				
EMPLOYEE NAME	CLASSIFICATION ¹	SALARY RATE	% ASSIGNED ²	
Project Manager				
Julie Ogden	Project Manager	\$49.77	100.00%	
		Blended Rate:	\$49.77	
Senior Engineer				
		Blended Rate:		
Engineer				
		Blended Rate:		
Sr Water Resources Engineer				
Dan Fricke	Project Engineer	\$53.08	50.00%	
JD Johnson	Project Engineer	\$45.91	50.00%	
		Blended Rate:	\$49.50	
Water Resources Engineer				
Ross Lawrence	Project Engineer	\$38.94	70.00%	
Ann Nissen	Project Engineer	\$32.21	30.00%	
		Blended Rate:	\$36.92	
Senior Designer/Technician				
Charles McFarland	Sr. Engineering Tech	\$40.80	100.00%	
		Blended Rate:	\$40.80	
Environmental Scientist				
Jason Morovitz	Sr. Environmental Scientist	\$42.33	100.00%	
		Blended Rate:	\$42.33	
Administrative				
Evelyn Jansa	Administrative Asst.	\$27.53	100.00%	
		Blended Rate:	\$27.53	
Survey Party Chief				
		Blended Rate:		
Surveyor I				
		Blended Rate:		
Quality Control Rev.				
Eric Dixon	Sr. Project Engineer/PM	\$75.95	35.00%	
Justin Stine	Water Resources QC Engineer	\$54.52	30.00%	
Tom Kellogg	Department Manager	\$87.30	35.00%	
		Blended Rate:	\$73.49	

¹ Input actual employee classification as designated by firm.

² Total of % Assigned must equal 100% for each personnel classification category. If one person in classification, list them as 100% for %

Preliminary and Final Design Direct Expenses

Project Name: Rosa Parks Way Trail
 Project Number: ENH-55(164)
 Control Number: 12945
 Location (City, County): Lincoln NE
 Firm Name: JEO Consulting Group
 Consultant Project Manager: Julie Ogden
 Phone/Email: 402.443.7483; jogden@jeo.com
 County Project Liaison: Ariana Kennedy
 Phone/Email: 402.476.2729; ariana.kennedy@lpsnrd.org
 NDOR RC: Judy Borer
 Phone/Email: 402.479.4435; judy.borer@nebraska.gov
 Date: 4/16/2019

Subconsultants:	Quantity	Unit Cost	Amount
Terracon	1	\$5,000.00	\$5,000.00
Subtotal			\$5,000.00

Printing and Reproduction:	Quantity	Unit Cost	Amount
Subtotal			

Mileage/Travel:	Quantity	Unit Cost	Amount
Subtotal			

Lodging/Meals:	Quantity	Unit Cost	Amount
Subtotal			

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Misc. Survey costs			
Subtotal			
TOTAL DIRECT EXPENSES			\$5,000.00

Per Diem Rates: <http://www.gsa.gov/portal/category/104711>
 Mileage Rates: <http://www.gsa.gov/portal/category/104715>

2011 Standard Rates*	
Type	Rate
Black and White Copies	Actual reasonable cost
Color Copies	Actual reasonable cost
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost
Equipment	Actual reasonable cost
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above
Automobile Rental	Actual reasonable cost
Air fare	Actual reasonable cost, giving the State all discounts
	Statewide Omaha/Douglas County
Breakfast	
Lunch	
Dinner	
Incidentals	
Totals	

* A full list of rates can be found at the following website: www.gsa.gov/perdiem

Preliminary and Final Design Project Cost

Project Name: Rosa Parks Way Trail
 Project Number: ENH-55(164)
 Control Number: 12945
 Location (City, County): Lincoln NE
 Firm Name: JEO Consulting Group
 Consultant Project Manager: Julie Ogden
 Phone/Email: 402.443.7483; jogden@jeo.com
 LPA Responsible Charge: Ariana Kennedy
 Phone/Email: 402.476.2729; ariana.kennedy@lpsnrd.org
 NDOR Project Coordinator: Judy Borer
 Phone/Email: 402.479.4435; judy.borer@nebraska.gov
 Date: April 16, 2019

Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Project Manager	99	\$49.77	\$4,927.23
Senior Engineer			
Engineer			
Sr Water Resources Engineer	10	\$49.50	\$495.00
Water Resources Engineer	19	\$36.92	\$701.48
Senior Designer/Technician	52	\$40.80	\$2,121.60
Environmental Scientist	14	\$42.33	\$592.62
Administrative	5	\$27.53	\$137.65
Survey Party Chief			
Surveyor I			
Quality Control Rev.	8	\$73.49	\$587.92
TOTALS	207		\$9,563.50

Direct Expenses:		Amount
Subconsultants		\$5,000.00
Printing and Reproduction Costs		
Mileage/Travel		
Lodging/ Meals		
Other Miscellaneous Costs		
TOTALS		\$5,000.00

Total Project Costs:		Amount
Direct Labor Costs		\$9,563.50
Overhead @ 204.62%		\$19,588.83
Total Labor Costs		\$29,152.33
Fixed Fee @ 13.30%		\$3,874.80
Facility Capital Cost of Money (FCCM) @ 0.42% (direct labor cost x FCCM%)		\$40.17
Direct Expenses		\$5,000.00
PROJECT COST		\$38,047.10

RESOLUTION

**PRELIMINARY ENGINEERING SERVICES AGREEMENT – BK1256
SUPPLEMENTAL AGREEMENT NO. 3**

LOWER PLATTE SOUTH NRD

Resolution No. _____

Whereas: Lower Platte South NRD and JEO Consulting Group have previously executed a preliminary engineering services agreement for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

Whereas: Lower Platte South NRD understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

Whereas: Lower Platte South NRD and JEO Consulting Group wish to enter into a supplemental preliminary engineering services agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the Board of Directors of Lower Platte South NRD that:

Paul Zillig, Director of the Lower Platte South NRD is hereby authorized to sign the attached preliminary engineering services Supplemental Agreement No. 3 between Lower Platte South NRD and JEO Consulting Group.

Lower Platte South NRD is committed to providing local funds for the project as required by the Project Program Agreement and any Supplemental Project Agreements.

NDOT Project Number: ENH-55(164)
NDOT Control Number: 12945
NDOT Project Description: Rosa Park Way Trail

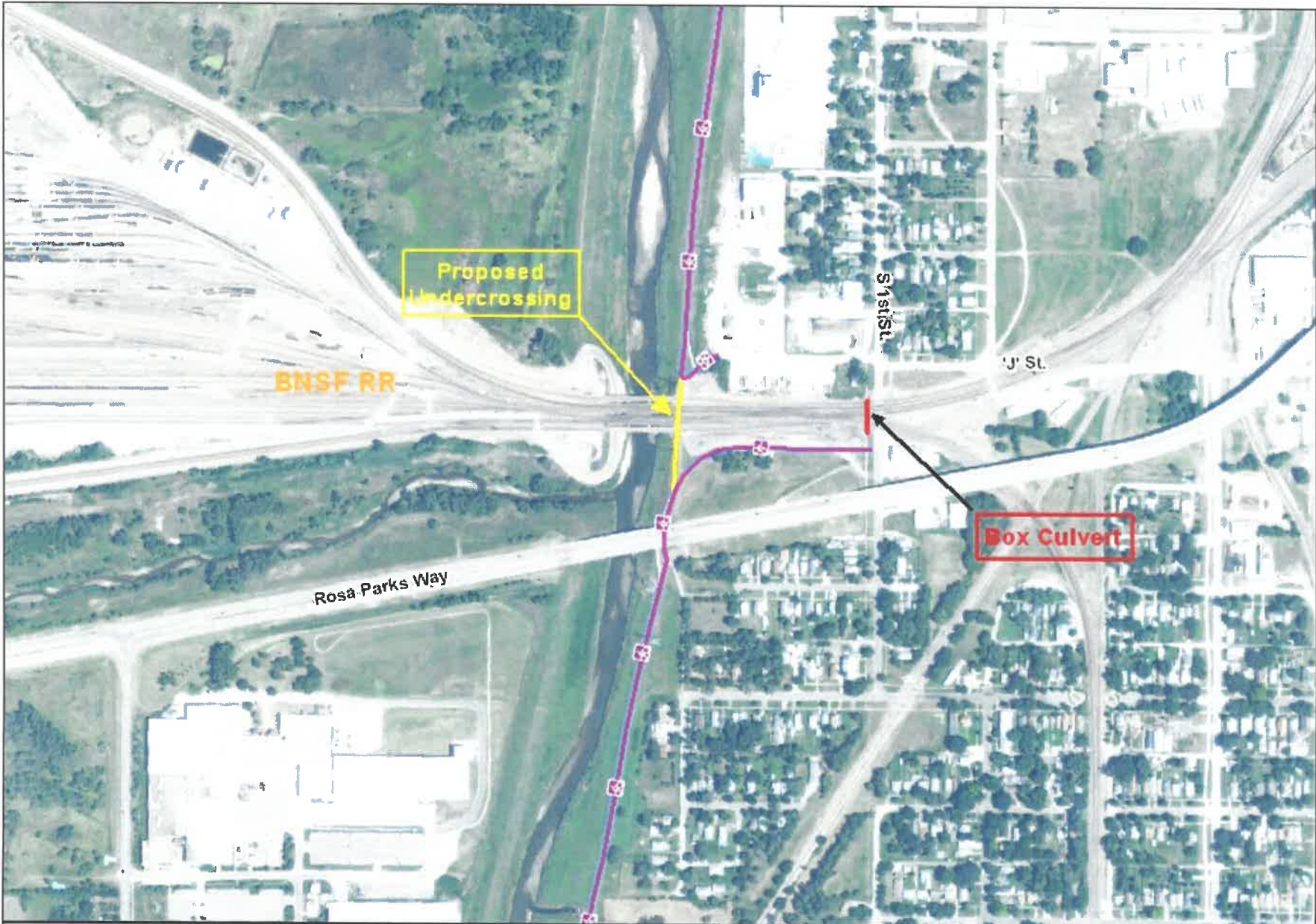
Adopted this _____ day of _____, 2019 at _____ Nebraska.

The Board of Directors of the Lower Platte South NRD, Nebraska:

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

Signature



Salt Creek Levee Trails

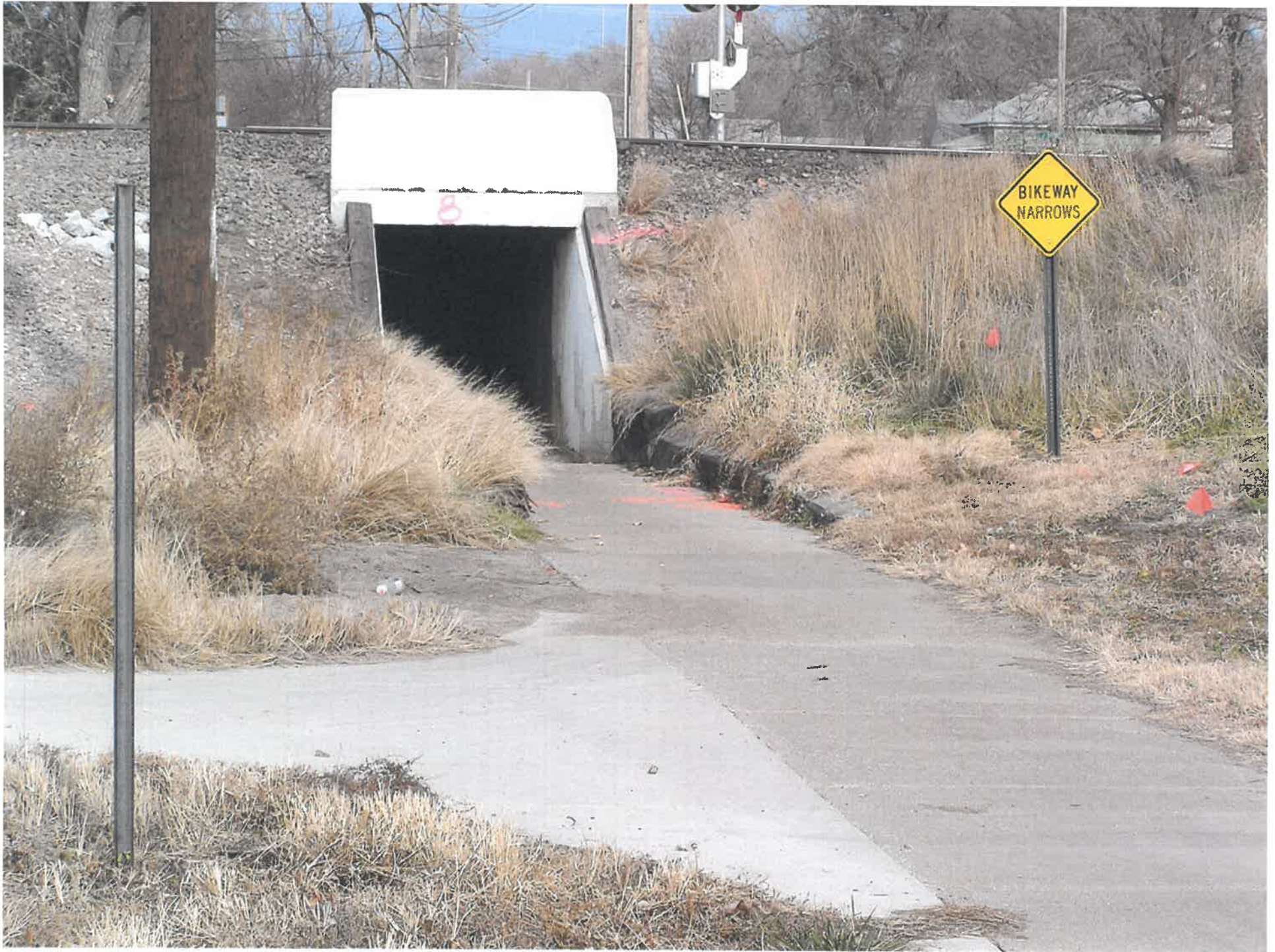
- Existing Trails
- Proposed Trails



Lower Platte South NRD



1st & J Street Current Under crossing Box Culvert



1st & J Street Current Under crossing Box Culvert



MENTORED HUNT AGREEMENT

Between Lower Platte South Natural Resource District
and
Nebraska Game and Parks Commission

This Agreement expires May 31, 2020.

I. INTRODUCTION:

The entities listed above are interested in the Mentored Youth Hunting Program, and this Memorandum of Understanding (Agreement) outlines general hunt guidelines and the obligations and responsibilities of Lower Platte South Natural Resource District (NRD), and the Nebraska Game and Parks Commission (NGPC) regarding mentored archery hunting on Warner Wetlands properties located in Township 11 North, Range 7 East, Section 26 of Lancaster County ("Warner Wetlands Property").

II. PURPOSE:

The goals of the Nebraska Game and Parks Commission are to:

- Provide youth hands-on application of Hunter Education course principles and concepts;
- Teach youth, by example, the techniques, ethics and sportsmanship of hunting;
- Encourage the importance of practice and preparation;
- Instill in youth an excitement for bow hunting and outdoor related activities;
- Assist youth in developing a personal understanding of hunting success which rests in the experience rather than the harvest;
- Provide hunting opportunities for youth who otherwise lack a mentor and opportunity; and
- Utilize hunting as an appropriate conservation practice to manage game populations on private property.

The joint goal of NRD and NGPC is to manage the game populations on Warner Wetlands Property and provide local youth with educational based recreation through appropriate conservation practices.

III. RESPONSIBILITIES OF PARTIES:

A. NGPC RESPONSIBILITIES

1. Coordinate mentored youth archery deer and turkey hunts on Warner Wetlands Property
2. Develop hunt criteria, in concert with NRD, to include seasons and eligibility for youth and mentors under the Program.
3. Recruit, select and assign youth and mentors.
4. Develop mechanism for, and provide written permission to, selected youth and mentors to hunt Warner Wetlands Property.
5. Provide NRD with adequate signage.
6. Provide NRD with padlock & key as mutually agreed upon.
7. Provide NRD with list of selected hunters and hunters' vehicle descriptions and license plates.

8. Provide NRD with a list of assigned mentors and the youth they are assigned to mentor.
9. Nebraska Conservation Officers will patrol the area in the course of routine duties and respond to calls regarding problems relating to the Program.
10. Provide each authorized mentor a vehicle placard.
11. Complete Criminal History checks on all mentors participating in the Program.

B. NRD'S RESPONSIBILITIES

1. Work together with NGPC staff to develop hunt criteria under the Program, including seasons and eligibility for youth and mentors.
2. Identify designated hunting areas on Warner Wetlands Property.
3. Erect and maintain signs provided by NGPC.
4. Seek prosecution of individuals, with assistance from NGPC personnel and local law enforcement agencies, found hunting without permission or trespassing in general. NRD retains the right to decline or not pursue prosecution in individual cases.
5. Designate vehicle access and parking areas on Warner Wetlands Property.
6. Provide access during the youth hunting seasons and pre-hunt scout dates, as provided below, to selected youth hunters and mentors.
7. Deny access to Warner Wetlands Property for hunting purposes to all individuals except those listed as: (1) employees of NRD; (2) NGPC employees assigned, scheduled or authorized access by NRD or NGPC; (3) Selected mentors or youth, (4) Nebraska Conservation Officers or other security personnel, as outlined in this agreement; or (5) other persons based on mutual agreement between NGPC and NRD.

IV. LIABILITY:

NRD is entering into this agreement under provisions of Nebraska Revised Statutes § 13-910(13)(a) of the Political Subdivisions Tort Claims Act. This Act in part limit liability for recreational activities on land leased, owned or controlled by a political subdivision when those participating in such recreational activities have not provided monies for their participation to the landowner.

NRD is providing access to Warner Wetlands Property for youth mentored hunts without any form of compensation from the NGPC, its agents or volunteers and as such, shall have limited liability under Neb. Rev. Stat. § 13-910. All hunters accessing the NRD Property as part of the Mentored Youth Hunting Program shall carry volunteer liability insurance coverage as provided to them by NGPC.

Except as limited by Article XIII, Section 1 of the Nebraska Constitution, each party shall indemnify and hold harmless the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies, of insurance (or a self-insurance

program) to cover any claims to the extent the parties are liable and not subject to any limits on judgment. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

V. PROGRAM OVERVIEW:

Youth Archery Deer & Turkey Program. Youth, 12 through 17 years of age who have successfully completed Bow Hunter Education and who reside in Douglas, Sarpy, Cass, Saunders, or Lancaster counties, will be mailed information packets by NGPC outlining the youth mentored hunt opportunities. If an excess number of youth apply for the hunt openings, youth new to the program will be given priority. Youth will be assigned a mentor by NGPC. Each mentor will be assigned youth hunters by NGPC. One youth must accompany the mentor to access Warner Wetlands Property during the hunting season; neither the mentor nor youth shall have access to Warner Wetlands Property without the other during the archery season unless mentors need to move stands or trail wounded game. Mentors shall be within 70 yards and visual range of their youth on Warner Wetlands Property for the first three outings and within 70 yards of their youth at all times for the archery program.

Other Hunting Programs. The NGPC will work with NRD to establish mentored youth hunting opportunities under the Program for waterfowl hunting.

VI. SEASONS

A. HUNTING SEASONS.

1. The archery deer hunt shall fall within the regular statewide archery deer season and/or the appropriate seasons choice deer season in accordance with the dates established in NGPC orders and rules and regulations, which dates shall run from September 1, 2019 – January 15, 2020, unless otherwise altered by the NGPC or NRD.
2. The archery turkey hunt shall fall within the regular statewide fall archery turkey season and the regular statewide spring archery turkey season established by NGPC orders and rules and regulations, which shall run from September 15, 2019 – January 31, 2020 & March 25 – May 31, 2020, unless otherwise altered by the NGPC or NRD.

B. SCOUTING TRIPS/PREPARATION. Mentors and their assigned youth shall have access to Warner Wetlands Property Saturdays and Sundays: August 1 – 31, 2019 for Fall Scouting Trips; March 4 – 25, 2020 for Spring Scouting Trips. Scouting Trips will take place from dawn to dusk to familiarize participants with the property, observe animal sign, select hunting areas and erect hunting stands or blinds. Mentors may invite their assigned youth's parents to accompany the mentor and youth on one scouting trip prior to the Archery season opening date. Youth family members shall have no other access to NRD's property.

C. CLOSING PROPERTY DURING SEASONS. NRD and the NGPC retain the right to close Warner Wetlands Property, or any portion of Warner Wetlands Property, during the Seasons, from hunting, as they deem appropriate. Specific hunt details will be developed jointly by NGPC, NRD, volunteers, mentors, and youth hunters. All hunting dates are to be mutually agreed upon by NRD and NGPC. NRD

reserves the right to exclude hunting on approved dates, at their discretion.

- D. APPLICABLE LAWS. During the Seasons, all applicable Nebraska laws and hunting rules, regulations and Commission Orders apply. All hunters and mentors must carry the required permits, stamps and certification in their possession while hunting. All participants must carry a picture ID on their person and willingly present such to any law enforcement personnel, security personnel or other NGPC staff, upon request. Additional conditions or restrictions must be adhered to by all hunters as developed by the NGPC and/or NRD.
- E. ACCESS TO PROPERTY DURING SEASONS. For purposes of the hunts under this Program, no other NGPC personnel shall have access to designated hunting areas on Warner Wetlands Property, except for Nebraska Conservation Officers, law enforcement personnel, NGPC Education Staff or persons assigned, scheduled or authorized by NRD.
- F. YOUTH WATERFOWL PROGRAM: The NGPC will coordinate efforts with trained mentors from a local waterfowl conservation organization to provide mentoring an opportunity that will focus on Lancaster youth, 12 through 15 years of age who have successfully completed Hunter Education. If an excess number of youth apply for the hunt openings, youth new to the program will be given priority. A youth must accompany each mentor to access Warner Wetlands property during the hunting season; neither the mentor nor youth shall have access without the other during the waterfowl season. Mentors shall be within unaided visual and verbal range of their youth at all times on the Warner Wetlands property. Participants may harvest any legal waterfowl species during its respective open season. All game harvested shall be reported to the NGPC Outreach Coordinator.

VII. GENERAL REQUIREMENTS AND GUIDELINES

- A. Participant youth hunters and mentors must attend a mandatory visit to Warner Wetlands Property, prior to hunting, to be held on a mutually agreed date between NRD, participants and NGPC.
- B. Mentors shall follow state hunting regulations pertaining to Accompaniment, being within unaided visual and verbal range of the youth hunter while on Warner Wetlands Property.
- C. The archery season shooting hours are one-half hour before sunrise to one-half hour after sunset for deer and one-half hour before sunrise to sunset for turkey. Youth hunters and their mentor may access Warner Wetlands Property one hour before shooting hours begin and depart one-half hour after shooting hours close. Hunters harvesting game near the close of shooting hours will remain on Warner Wetlands Property until the game is recovered or tracking efforts become futile.
- D. Participants, including youth hunter and mentor, shall only access Warner Wetlands Property through the designated entrances at Warner Wetlands Property.
- E. Warner Wetlands: Hunters shall access the site via 98th Street. All parking shall be conducted in designated areas approved by NRD.
- F. All participants entering or leaving Warner Wetlands Property shall display a placard provided by NGPC in a visible location on the vehicle.

- G. Hunting shall only be conducted in areas designated by NRD.
- H. All vehicles shall remain on NRD approved roadways while accessing Warner Wetlands Property, unless NRD provides permission for off-road use and such use will not cause undue damage to roads. If NRD allows off-road travel, only ATV's will be allowed off-road for the retrieval of game or movement of stands. NRD shall not assist with stuck vehicles.
- I. NGPC will provide signage for Warner Wetlands Property which signs are to be erected and maintained by NRD.
- J. NRD agrees to seek prosecution of individuals, with assistance from NGPC personnel and local law enforcement agencies, found hunting without permission or trespassing in general.
- K. Hunting stands and blinds must be removed from Warner Wetlands Property by the hunter, mentor or youth no later than January 31, 2019, weather permitting. The name of the hunter/owner must be permanently marked on each stand. NRD shall not have responsibility or liability for any stand or their use in cases pertaining to theft, personal injury or property damage.
- L. All game harvested shall be reported to the NGPC Outreach Coordinator.
- M. Participants in the Program may harvest either an antlered or antlerless deer on Warner Wetlands Property. If a mentor harvests an antlered deer during the mentored hunt, the mentor's following deer must be antlerless deer. Youth and mentors possessing a second archery deer permits may fill the second archery deer permit on the Property.

VIII. MEMORANDUM OF UNDERSTANDING CONTACTS:

- **Aaron Hershberger**, Outdoor Education Specialist, Nebraska Game and Parks Commission
 - 402-471-6144 office
 - 402-326-8452 cell
- **Dan Schulz**, Resource Coordinator, Lower Platte South Natural Resource District
 - 402-476-2729 office
 - 402-432-5727 cell

ATTEST

Nebraska Game and Parks Commission

Lower Platte South Natural Resource District

Signature

Signature

Title

Title

Date

Date

Exhibit A

 Youth Mentor
Archery Deer
Hunt Area

Warner
Wetlands
North
Township 11 North
Range 7 East
Sections 26

