

## PROFESSIONAL SERVICES AGREEMENT-Modification 1

This Modification refers to Professional Services Agreement which was made and entered into as of March 31, 2016 by and between the CENTRAL PLATTE NATURAL RESOURCES DISTRICT, having an office at 215 Kaufman Avenue, Grand Island, Nebraska, 68803 (hereinafter called "the District") and Aqua Geo Frameworks, LLC., a limited liability corporation of the State of Nebraska, having its principal office located at 130360 County Road D, Mitchell, NE 69357-2508 (hereinafter called "AGF" or the "Contractor." The District and Contractor are sometimes referred to below as "Parties" and each of them as a "Party." This modification provides for the District to add additional work to the original agreement to include a block flight area and one reconnaissance line related to the Platte River Recovery Implementation Program (PRRIP) interests.

WITNESSETH:

### RECITALS

A. The District desires to obtain a hydrogeologic framework of selected areas of the Central Platte Natural Resources District (CPNRD.) This work will be accomplished through use of Airborne Electromagnetic (AEM) Surveys in conjunction with existing geologic and hydrogeologic information. A block of flight lines totaling ~61 flight kilometers (km) in length will be located south of Jeffrey's Island and a single reconnaissance line ~91 km long will follow the Platte River from Gothenburg to near Odessa road. There will be approximately 152 km of AEM data collected for the project and it will be reported out as part of the report defined in the original contract.

B. AGF is a Company qualified and experienced in conducting and preparing Surveys and Data Reports and agrees to contract with the District to provide the Survey and the Data Report as further described below. AGF is a Nebraska Registered company with Nebraska registered Professional Geologists performing this work.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained below, the parties agree as follows:

#### 1. SCOPE OF WORK

- 1.1 A block of flight lines ~5.5 kilometers (km) and totaling ~61 flight km in length spaced approximately 200 meters between flight lines will be located south of Jeffrey's Island. A single reconnaissance line ~91 km long will follow the Platte River from Gothenburg to near Odessa road. There will be approximately 152 km of AEM data collected for the project and it will be reported out as part of the report defined in the original contract.
- 1.2 Commencing upon signing of the modification and acceptance of the 30% payment between the parties, work shall begin on the project.

- 1.3 The Contractor shall begin project planning upon signing of the project between the parties. This work includes flight plans, database development and review of hydrogeologic and geologic work for the area. The client shall assist in providing information such as power line maps, test hole database, related aquifer characteristic studies in digital form to the contractor.
- 1.4 The Contractor shall acquire an AEM survey flown over the CPNRD to provide the hydrogeological framework, commencing on approximately July 15, 2016. Status reports of the flying will be provided to the CPNRD and TPNRD daily, including the areas flown, production rates, and flight plan for the following day.
- 1.5 The Contractor shall process and quality assure/quality control (QA/QC) all of the data collected from the AEM system.
- 1.6 The Contractor shall invert the AEM data and then derive an electrical model of the surveyed area. These inverted georeferenced data will be delivered to the CPNRD.
- 1.7 The Contractor shall provide all information related to this modification as part of the report contracted for in the original agreement. Only in the Jeffry's area will aquifer volumes be calculated due to the spacing of the flight lines. The report will also include all data and metadata files. The report will be delivered in PDF digital format.

## 2. SCHEDULE.

- 2.1 The project planning, AEM data acquisition, QA/QC and preliminary inversion work shall be completed by September 15, 2016. Information on the modification shall be included in the letter report on status of project which shall be given at that time with a PowerPoint presentation at a meeting to the CPNRD and TPNRD.  
This completes the project until additional funding for 2017 arrives in approximately March 2017.
- 2.2 Beginning approximately March 2017, the Contractor will begin development of the hydrogeologic framework. At times during its development, interaction with CPNRD and TPNRD staff will be needed to keep both parties apprised of progress. After completion of the framework a data publication will be produced and reported out to the CPNRD. Final report will be delivered at a meeting with CPNRD and TPNRD by December 31, 2017.
- 2.3 Scheduled in person meetings that require a planned trip for meeting purposes with the client or their representatives are limited to 2 times per year. Unscheduled meetings, phone calls and electronic meetings via internet do not count toward the total number of meetings.

## 3. COMPENSATION.

3.1 For the services satisfactorily rendered as set forth in this Agreement, the Contractor will be paid as described below:

3.1.1 The District shall pay a fixed fee of \$64,600.00 to be paid as follows:

3.1.2 Due upon signing the Agreement, (30%) \$19,380.00;

3.1.3 Due upon completion of the data acquisition by AGF, (50%) \$32,300.00

3.1.4 Due upon commencement of Part 1.7 of section 1 of original contract in approximately March 2017 (10%) \$6,460.00.

3.1.5 Due upon delivery of completed report of Part 1.7 of section 1 of original contract in approximately December 2017 (10%) \$6,460.00.00.

3.1.6 All costs and expenses of whatever kind incurred by AGF including the aircraft are included in the fixed fee and will be paid by AGF.

Total = \$64,600.00

3.2 In no event shall the work described here in exceed \$64,600.00, unless authorized in writing by the District.

4. All conditions set forth in Sections 4 through Sections 27 of the original contract are applied to this modification.

IN WITNESS WHEREOF, the Parties to this Agreement have caused it to be executed by their duly authorized representatives as of May 23, 2016

AQUA GEO FRAMEWORKS, LLC

By: 

James C. Cannia P.G., Member Principle Geologist

CENTRAL PLATTE NATURAL  
RESOURCES DISTRICT,

By: \_\_\_\_\_

Lyndon Vogt, General Manager