



EA Engineering, Science, and Technology, Inc.
221 Sun Valley Blvd., Ste. D
Lincoln, NE 68528
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Nebraska Community Foundation, Inc.
PO Box 83107
Lincoln, NE 68501-3107
TIN# 47-0769903

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

Contract between Nebraska Community Foundation, Inc., Platte River Recovery Implementation Program, and EA Engineering, Science, and Technology, Inc.

Surveying, Engineering, and Permitting for North Platte Flood-Proofing Projects

1. **Parties.** This Contract is made and entered into by and between the Nebraska Community Foundation, Inc. (“**Foundation**”) of Lincoln, Nebraska, representing all signatories to the Platte River Recovery Implementation Program (“**Program**”) and EA Science, Engineering, and Technology, Inc. (“**Consultant**”). The following persons are authorized to represent the parties through this Contract: Diane Wilson of the Foundation, Dr. Jerry Kenny of the **Program**; and Dale Schlautman of the **Consultant**.

2. **Purpose of Contract.** The purpose of this Contract is to allow the **Foundation**, acting as the fiscal agent for the Governance Committee (GC) of the **Program**, to retain the services of the **Consultant** to render certain technical or professional services hereinafter described in connection with an undertaking to be financed by the **Program**, and to delegate the Executive Director’s Office (“**ED Office**”) through its Executive Director or his designee the authority to administer this Contract.

TERMS AND CONDITIONS

3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted. The term of this Contract is from September 7, 2012 through December 31, 2013. The services to be performed under this Contract will commence upon receipt of authorization to proceed. All services shall be completed during this term.

If the **Consultant** has been delayed and as a result will be unable, in the opinion of the **Program**, to complete performance fully and satisfactorily within this Contract period, the **Consultant** may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the **Program**.

4. Payment.

A. Reimbursement of Expenses. The **Program** agrees to pay the **Consultant** an amount based on the approved budget depicted in Exhibit B and hourly rate and reimbursable expenses price schedules depicted in Exhibit C, attached to this Contract and incorporated by reference as part of this Contract, for the services described in Exhibit A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed sixty four thousand and eight hundred dollars (\$64,800).

B. Project Budget. The Project budget for each task included in Exhibit A is as follows:

<u>Task</u>	<u>Estimated Cost</u>
Task 1 – Reactivation of the State Channel	\$16,000
Task 2 – Gravel Pond Outlet	\$17,500
Task 3 – Whitehorse Creek Drainage	\$16,700
Task 4 – Permitting of Flood-Proofing Projects	\$14,600
TOTAL Project Cost	\$64,800

The amounts for each task are estimates only, but are not to be exceeded unless authorized in writing by the **Program**. The Contract total amount is controlling. Payment shall be made directly to the **Consultant**. The **Consultant** shall maintain hourly records of time worked by its personnel to support any audits the **Program** may require. Billing reports shall be submitted no more often than monthly for activities and costs accrued since the last billing report. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

C. Billing Procedures. The **Consultant** shall send billing reports for services performed for the various tasks outlined in Exhibit A to the **ED Office** (address included below). The Program's Executive Director, upon receiving the billing report, will approve the bill and submit the bill for payment. The submittal for payment will then be reviewed by the Signatory Parties of the Program who will advise the **Foundation** of approval. The **Foundation** will make payment of these funds directly to the **Consultant** within 30 days of notice of approval by the Signatory Parties. Payments of bills are due within 60 days after the billing date of the Consultant.

Billing Point of Contact (Program):

Dr. Jerry F. Kenny, Executive Director
Platte River Recovery Implementation Program
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax: (308) 237-4651
Email: kennyj@headwaterscorp.com

D. Money Withheld. When the **Program** has reasonable grounds for believing that the **Consultant** will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the **Program** may withhold payment of such portion of any amount otherwise due and payable to the **Consultant** reasonably deemed appropriate to protect the **Program** against such loss. These amounts may be withheld until the cause for the withholding is cured to the **Program's** satisfaction or this Contract is terminated pursuant to Section 8U. Any amount so withheld may be retained by the **Program** for such period as it may deem advisable to protect the **Program** against any loss. This provision is intended solely for the benefit of the **Program** and no person shall have any right against the **Program** by reason of the **Program's** failure or refusal to withhold monies. No interest shall be payable by the **Program** on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the **Program**.

E. Withholding of Payment. If a work element has not been received by the **Program** by the dates established in Exhibit A, the **Program** may withhold all payments beginning with the month following that date until such deficiency has been corrected.

F. Final Completion and Payment. The final payment shall be made upon acceptance of the final report and receipt of the final billing.

5. Responsibilities of Consultant.

A. Scope of Services. The **Consultant** shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in Exhibit A. If there is any conflict between this Contract and the provisions of the specific requirements of Exhibit A, the specific requirements shall prevail.

B. Personnel. All of the services required hereunder will be performed by the **Consultant** or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services, if state law requires such authorization, license, or permit.

C. Subcontracts.

(i) Approval Required for Subcontracts. Any subcontractors and outside associates or consultants required by the **Consultant** in connection with the services, work performed or rendered under this Contract will be limited to such individuals or firms as were specifically identified in the proposal and agreed to during negotiations or are specifically authorized by the **Program** during the performance of this Contract. The **Consultant** shall submit a list of the proposed subcontractors, associates or consultants; the scope and extent of each subcontract; and the dollar amount of each subcontract prior to Contract execution to the **Program** for approval. During the performance of the Contract, substitutions in or additions to such subcontracts, associates, or consultants will be subject to the prior approval of the **Program**. The **Program** approval of subcontractors will not relieve the **Consultant** from any responsibilities outlined in this Contract. The **Consultant** shall be responsible for the actions of the subcontractors, associates, and subconsultants.

(ii) Billings for Subcontractors. Billings for subcontractor, associates or subconsultants services will not include any mark up. The subcontract costs will be billed to the **Program** at the actual costs as billed to the **Consultant**. Subcontract costs will be documented by attaching subcontractor billings to the **Consultant's** billing submittals.

(iii) Copies of Subcontracts. The **Consultant** shall provide to the **Program** copies of each subcontractor contract immediately following execution with the subcontractor. All subcontracts between the **Consultant** and a subcontractor shall refer to and conform to the terms of this Contract. However, nothing in this Contract shall be construed as making the **Program** a party of any subcontract entered between the **Consultant** and a subcontractor.

D. Requests from the Program. The **Consultant** shall be responsible and responsive to the **Program** and the **ED Office** in their requests and requirements related to the scope of this Contract.

E. Presentation of Data. The **Consultant** shall select and analyze all data in a systematic and meaningful manner so as to contribute directly in meeting the objectives of the Project, and shall present this information clearly and concisely, in a professional manner.

F. Draft of Final Report. The **Consultant** shall present the **Program** a draft of the final report covering all work elements of the Project including maps, charts, conclusions and recommendations prior to the publication of any final report and no later than the date specified in Exhibit A. Draft Reports will be provided to the Program in Microsoft Word format for distribution and review. The **Program** will respond with written comments to the **Consultant** as soon as possible. The **Consultant** will address the comments of the **Program** in the final report. Final Reports will be provided to the Program in Microsoft Word and PDF format.

G. Project Completion Report. A final project completion report in the form described in Exhibit A shall be submitted to the **Program** by the date specified in Exhibit A.

H. Reports, Maps, Plans, Models and Documents. One (1) copy of maps, plans, worksheets, logs, field notes and other reference or source documents prepared for or gathered under this Contract, and one (1) copy of each unpublished report prepared under this Contract shall be submitted to the **Program**. If the **Consultant** writes or uses a computer program or spreadsheet as a part of this project, the **Consultant** shall submit to the **Program** for approval all proposed program names and data formats prior to beginning work on that task. All data shall be submitted to **Program** in written and digital forms with the final report. Digital media shall be labeled by the **Consultant** to provide sufficient detail to access the information on the media. All user manuals shall be submitted by the **Consultant** to **Program** providing complete documentation of computer programs developed under this Contract. The user manual shall also specify the source code language and the type of computer equipment necessary to operate the program(s). Any programs or computer software generated as a part of this Contract shall be the sole property of the **Program**.

I. Inspection and Acceptance. All deliverables furnished by the Consultant shall be subject to rigorous review by the Program's **ED Office** prior to acceptance.

6. Responsibilities of the Program.

A. Designated Representative. The Executive Director of the **Program** shall act as the **Program's** administrative representative with respect to the **Consultant's** service to be performed under this Contract and shall have complete authority to transmit instructions, receive information, and interpret and define the **Program's** policies and decisions with respect to services covered by this Contract.

B. Data to be Furnished to the Consultant. All information, data, reports, and maps as are available to the **Program** and necessary for the carrying out of the Scope of Services set forth herein shall be furnished to the **Consultant** without charge and the **ED Office** shall cooperate with the Consultant in the carrying out of the project.

C. Review Reports. The **ED Office** shall examine all studies, reports, sketches, opinions of the construction costs, and other documents presented by the **Consultant** to the **Program** and shall promptly render in writing the **Program's** decisions pertaining thereto within the time periods specified in Exhibit A.

D. Provide Criteria. The **ED Office** shall provide all criteria and full information regarding its requirements for the project.

7. Special Provisions.

A. No Finder's Fees. No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.

B. Publication. It is understood that the results of this work may be available to the **Consultant** for publication and use in connection with related work. Use of this work for publication and related work by the **Consultant** must be conducted with prior authorization from the **Program's** Technical Point of Contact.

C. Publicity. Any publicity or media contact associated with the **Consultant's** services and the result of those services provided under this Contract shall be the sole responsibility of the **Program**. Media requests of the **Consultant** should be directed to the Director of Outreach and Operations in the **ED Office**.

D. Monitor Activities. The **Program** shall have the right to monitor all Contract related activities of the **Consultant** and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all **Consultant** personnel in every phase of performance of Contract related work.

D. Kickbacks. The **Consultant** certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the **Consultant** breaches or violates this warranty, the **Program** may, at its discretion, terminate this Contract without liability to the **Program**, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

E. Office Space, Equipment, and Supplies. The **Consultant** will supply its own office space, equipment, and supplies.

8. General Provisions.

A. Amendments. Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

B. Applicable Law/Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Nebraska. The Courts of the State of Nebraska shall have jurisdiction over this Contract and the parties.

C. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The **Consultant** shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the **Program**.

D. Audit/Access to Records. The **Program** and any of its representatives shall have access to any books, documents, papers, and records of the Consultant which are pertinent to this Contract. The **Consultant** shall, immediately upon receiving written instruction from the **Program**, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers and records of the **Consultant** which are pertinent to this Contract. The **Consultant** shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by the **Program**.

E. Availability of Funds. Each payment obligation of the **Program** is conditioned upon the availability of funds and continuation of the Platte River Recovery Implementation Program. If funds are not allocated and available for the continuance of the services performed by the **Consultant**, the contract may be terminated by the **Program** at the end of the period for which the funds are available. The **Program** shall notify the **Consultant** at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the **Program** in the event this provision is exercised, and the **Program** shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the **Program** to terminate this Contract to acquire similar services from another party.

F. Award of Related Contracts. The **Program** may undertake or award supplemental or successor contracts for work related to this Contract. The **Consultant** shall cooperate fully with other contractors and the **Program** in all such cases.

G. Certificate of Good Standing. **Consultant** shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

H. Compliance with Law. The **Consultant** shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

I. Confidentiality of Information. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the **Consultant** in the performance of this Contract shall be kept confidential by the **Consultant** unless written permission is granted by the **Program** for its release.

J. Conflicts of Interest

(i) **Consultant** shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which results in a disadvantage to the **Program** or a disclosure which would adversely affect the interests of the **Program**. **Consultant** shall notify the **Program** of any potential or actual conflicts of interest arising during the course of the **Consultant's** performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the **Consultant** shall take steps to insure that the file, evidence, evaluation and data are provided to the **Program** or its designee. This does not prohibit or affect the **Consultant's** ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

(ii) A conflict of interest warranting termination of the Contract includes, but is not necessarily limited to, representing a client in a adversarial proceeding against the Platte River Recovery Implementation Program, its signatories, boards, commissions or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or *quo warranto*.

K. Entirety of Contract. This Contract, consisting of twelve (12) pages, Exhibit A, consisting of three (3) pages, Exhibit B, consisting of one (1) page, and Exhibit C, consisting of one (1) page, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

L. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

M. Indemnification. The **Consultant** shall indemnify and hold harmless the **Foundation**, the **Program**, the **ED Office**, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of **Consultant's** failure to perform any of **Consultant's** duties and obligations hereunder or in connection with the negligent performance of **Consultant's** duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of **Consultant's** malpractice.

N. Independent Contractor. The **Consultant** shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the **Program**,

Foundation or ED Office for any purpose. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Consultant or its agents and/or employees to act as an agent or representative for or on behalf of the Foundation or the Program, or to incur any obligation of any kind on the behalf of the Foundation or the Program. The Consultant agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Foundation or Program employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.

O. Notices. All notices arising out of, or from, the provisions of this contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person.

P. Notice and Approval of Proposed Sale or Transfer of the Consultant. The Consultant shall provide the Program with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.

Q. Ownership of Documents/Work Product/Materials. All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Program.

R. Patent or Copyright Protection. The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction.

S. Proof of Insurance. The Consultant shall not commence work under this Contract until the Consultant has obtained the following insurance coverages and provided the corresponding certificates of insurance:

(i) Commercial General Liability Insurance. Consultant shall provide coverage during the entire term of the Contract against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per claimant and One Million Dollars (\$1,000,000.00) per occurrence.

(ii) Business Automobile Liability Insurance. Consultant shall maintain, during the entire term of the Contract, automobile liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage will include bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles

(iii) Workers' Compensation or Employers' Liability Insurance. The Consultant shall provide proof of workers' compensation coverage. Consultant's insurance shall include "Stop Gap" coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident and disease.

(iv) Professional Liability or Errors and Omissions Liability Insurance. The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect the Foundation, Program and ED Office from any and all claims arising from the Consultant's alleged or real professional errors, omissions or mistakes in the performance of professional duties in an amount not less than One Million Dollars (\$1,000,000.00) per claim.

T. Taxes. The Consultant shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

U. Termination of Contract. This Contract may be terminated, without cause, by the Program upon fifteen (15) days written notice. This Contract may be terminated immediately for cause if the Consultant fails to perform in accordance with the terms of this Contract.

V. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

W. Time is of the Essence. Time is of the essence in all provisions of the Contract.

X. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

Y. Waiver. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

9. Contacts.

Administrative Point of Contact (Foundation):

Diane M. Wilson
Chief Financial and Administrative Officer
Nebraska Community Foundation
PO Box 83107
Lincoln, Nebraska 68501-3107
Phone: (402) 323-7330
Fax: (402) 323-7349
Email: dwilson@nebcommfound.org

Technical Point of Contact (Program):

Steve Smith, P.E.
Platte River Recovery Implementation Prog.
Headwaters Corporation
2727 Bryant Street, Suite 210
Denver, CO 80211
Phone: (720) 524-6115
Fax: (720) 524-6347
Email: smiths@headwaterscorp.com

Administrative Point of Contact (Consultant):

Dale Schlautman, P.E.
EA Engineering, Science, and Technology, Inc.
221 Sun Valley Boulevard, Suite D
Lincoln, NE 68528
Phone: (402) 476-3766
Fax: (402) 476-7825
Email: dschlautman@eaeast.com

Admin. Point of Contact (Program):

Dr. Jerry F. Kenny, Executive Director
Platte River Recovery Implementation Prog.
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax: (308) 237-4651
Email: kennyj@headwaterscorp.com

Media Point of Contact (Program):

Dr. Bridget Barron, Director of Outreach
Platte River Recovery Implementation Prog.
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax: (308) 237-4651
Email: barronb@headwaterscorp.com

Technical Point of Contact (Consultant):

Dale Schlautman, P.E.
EA Engineering, Science, and Technology
221 Sun Valley Boulevard, Suite D
Lincoln, NE 68528
Phone: (402) 476-3766
Fax: (402) 476-7825
Email: dschlautman@eaeast.com

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10. Signatures. By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

NEBRASKA COMMUNITY FOUNDATION

Diane M. Wilson
Chief Financial and Administrative Officer

Date

EA Engineering, Science, and Technology, Inc.

Dale Schlautman

Date



EXHIBIT “A” SCOPE OF SERVICES

A. PROJECT DESCRIPTION

1. Location: The study area is directly north of the City of North Platte, in Lincoln County, Nebraska. The area includes the area north of the North Platte River and approximately 1 mile upstream and downstream of the Highway 83 Bridge. Specific project areas are the “State Channel” west of Highway 83, the gravel ponds east of Highway 83, and the rights of way along North River Road and Hall School Road.
2. Purpose: This project includes engineering, surveying, and permitting for three projects with the objective of reducing flood impacts north of the City of North Platte. Surveying of the project areas will be completed to aid in the design of the flood-proofing projects. Engineering will be completed including design drawings for the projects. Permitting of the flood-proofing projects will be completed by the Consultant, and will include all necessary permits for constructing the three flood-proofing projects.
3. History: The Platte River Recovery Implementation Program (Program) was initiated on January 1, 2007 between Nebraska, Wyoming, Colorado, and the Department of Interior to address endangered species issues in the central and lower Platte River basin. The Program has a goal of releasing 3,000 cfs from Lake McConaughy to the North Platte River for the purpose of target flows and short-duration high flows to be routed to the Central Platte River. However, the Program has agreed not to release water that would result in river stage exceeding minor flood stage at the North Platte River at North Platte gage as set by the National Weather Service. The flood-proofing projects being considered for this work may reduce flood impacts and facilitate an increase in minor flood stage by the National Weather Service.

B. PROJECT REQUIREMENTS

1. Monthly Progress Reports and Billing Statements

The **Consultant** shall submit a brief monthly progress report outlining the study status, progress, and results to date, regardless of whether or not a billing statement is submitted, on or before the last working day of the month. The progress report will also show the percentage of the job completed by task and the percentage of budget spent. The progress report will also include a billing projection for the upcoming month for the purpose of Program reimbursement request planning.

Each billing statement must include a task-by-task report justifying the cost items contained

in the billing statement. The monthly progress report may be used as the justification for the billing statement as long as all cost items covered in the billing statement are addressed in the progress report.

2. Computer Models, Statement of Assumptions, Project Work File

a. If the **Consultant** writes or uses a computer program or spreadsheet as a part of this project, the **Consultant** shall submit to the **Program** for approval all proposed program names and data formats prior to beginning work on that task. All data shall be submitted to the **Program** in written and digital forms with the final report. Digital media shall be labeled by the **Consultant** to provide sufficient detail to access the information on the media. User manuals shall be submitted by the **Consultant** to the **Program** providing complete documentation of computer programs developed under this project. The user manuals shall also contain the source code language and the type of computer equipment necessary to operate the program(s). The computer programs and spreadsheets (written and digital forms) are due on the same date as the final report, which contains the information generated by the programs.

b. To facilitate the **Program**'s accurate evaluation of the **Consultant's** work product, computations, conclusions and recommendations, the **Consultant** shall:

- * Include in the final report a section describing the assumptions and methodology used by the **Consultant** in generating the data and conclusions contained in that chapter.

- * Maintain a project work file containing the materials used in project analysis. This file will be available for review by the **Program** and should be organized in such a way as to allow replication of the steps and procedures used by the **Consultant** to reach the conclusions described in the study.

- * Prepare a project notebook containing a description of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the **Consultant** to reach conclusions, described in the draft final report. The project notebook shall be submitted with the draft final report.

3. Final Report

The **Consultant** shall use the Contract Scope of Services as the outline for draft and final reports so that **Consultant** compliance with Contract provisions can be verified. If the final report contains information of an engineering nature, the cover of the final report, all plates, and the executive summary must be stamped and signed by a Professional Engineer licensed



in the State of Nebraska or other state if appropriate to location of project site. If the final report contains information of a geologic nature, the cover of the final report, all plates, and the executive summary must be stamped and signed by a Professional Geologist licensed in the State of Nebraska. If the final report contains information of both an engineering and geologic nature, the cover of the final report, all plates, and the executive summary must be stamped and signed by both a Professional Engineer and a Professional Geologist licensed in the State of Nebraska. At a minimum, the reproducible original to be submitted as part of the deliverables required herein must utilize an original seal(s) and original signature(s).

4. Final Report - Digital Format

In addition to the paper submittal described in Section C.4 above, the **Consultant** shall also provide the final documents and related materials in a digital format. This digital report shall, to the extent feasible, be assembled into one file rather than separate files for text, tables, graphics, etc. This digital report shall be contained on a CD(s) or DVD(s), and shall be in both Word and Adobe Acrobat format. Any plates, figures, etc. not suitable for Word shall be in AutoCAD, ArcGIS, Adobe Acrobat, or compatible format. Other formats may be used if approved in advance by the **ED Office**. The final documents will also be provided fully assembled into one file, in a complete “internet ready” digital format to facilitate their distribution via the Office website.

5. Project Access

The **ED Office** shall be responsible for obtaining access as required for project tasks.

6. Stand-By Time

The **Program** will not reimburse the **Consultant** for stand-by time charges for the Consultant's supervisory personnel.

C. SCOPE OF SERVICES

See Attachment A.



PRRIP – ED OFFICE DRAFT

8/28/2012

**ATTACHMENT “A”
SCOPE OF SERVICES**

SCOPE OF WORK

Platte River Recovery Implementation Program North Platte Floodproofing Projects 23 August 2012

PROJECT DESCRIPTION

The purpose of this project is to provide the Program with survey, engineering and permitting services for three flood proofing projects along the North Platte River. These projects are intended to reduce flooding impacts in the flood-prone area near Highway 83 and North River Road in North Platte, NE when flows are increased to up to 3,000 cfs. These projects would generally reduce flooding by channeling surface water flow towards the North Platte River and lowering high groundwater levels away from the flood-prone areas.

EA Engineering, Science, and Technology, Inc. (EA) has been selected as the Consultant for this project. Consultant's services will be provided on a time and expense basis not to exceed sixty three thousand and four hundred dollars (\$64,700). Detailed costs are provided in Attachment A.

SCOPE OF WORK

The services included in this Scope of Work are organized based on the tasks presented in the RFP. The Consultant will provide the following services under this Scope of Work.

Task 1 – Re-Activation of the State Channel

The State Channel was created in the 1970's by the Nebraska Department of Roads (NDOR) to carry flows back to the North Platte River. The berm directing the flow was breached in the 1990's cutting off the State Channel. The objective of Task 1 is to re-activate the State Channel which would direct high flows to back to the North Platte River reducing the flood impacts downstream of the berm.

- 1.1 A kickoff site visit will be held with the primary stakeholders to view the project area, discuss the design, and establish the engineering and flow criteria.
- 1.2 The Consultant will coordinate survey site access with all potentially affected property owners and conduct a survey of the area sufficient to complete the engineering design including profiles and cross-sections. Survey will be completed at the head of the State Channel as necessary to design a flow control structure. The slope of the State Channel will also be surveyed (approximately 2,500 feet in length), and three additional cross-sections will be surveyed to estimate the topography of the State Channel.
- 1.3 The Consultant will use the information obtained from the site visit, survey, and wetland delineation to prepare the Initial Design Memorandum that will briefly

- describe the design criteria, basis of design, hydrologic and hydraulic modeling results, and design calculations. This will serve as meeting minutes from the kickoff site visit and the basis for the Final Design Memorandum.
- 1.4 The Consultant will design a flow control and check structure, develop earthwork calculations, and determine flow characteristics at varying range of flows for the State Channel. The EDO will provide the Consultant with the normal high flow and base flow elevations and the Consultant will verify the elevations in the field.
 - 1.5 The Consultant will determine flow characteristics (depth, width, and velocity) for the State Channel based on the flow criteria to be provided by the ED Office. This will either be accomplished with an analytical approach such as use of the Manning's flow equation, or using HEC-RAS and assuming normal flow conditions based on the topography of the State Channel. Based on estimated flow characteristics, the Consultant will provide an opinion and recommendations for any necessary modifications to the State Channel and the existing berm.
 - 1.6 The Consultant will provide construction plans, specifications, an engineer's cost estimate, and preliminary construction easement locations and dimensions.
 - 1.7 The Consultant will provide a State Channel Re-Activation design memo compiling the data collected and design elements listed above.

Task 2 – Gravel Pond Outlet

A natural drainage way near the North Platte River Road carries flow deriving from groundwater and storm water under Highway 83 to a gravel pond. The existing pond has no outlet which limits the ability to effectively reduce flooding in the area by carrying flow back to the North Platte River. The objective of this task is to design an outlet for the pond. Since the pond is sometimes at a lower elevation than the river, the outlet would have a check valve to prevent flow from the North Platte River entering back into the gravel pond. Also, a pump may be necessary to lower the gravel pond at times when there is high river stage in the North Platte River.

- 2.1 A kickoff site visit will be held with the primary stakeholders to view the project area, discuss the design, and establish the maximum pond water surface elevation.
- 2.2 The Consultant will coordinate survey site access with all potentially affected property owners and the conduct a survey of the area sufficient to complete the engineering design including profiles and cross-sections.
- 2.3 The Consultant will use the information obtained from the site visit, survey, and wetland delineation to prepare the Initial Design Memorandum that will briefly describe the design criteria, basis of design, and design calculations. This will serve as meeting minutes from the kickoff site visit and the basis for the Final Design Memorandum.
- 2.4 The Consultant will determine inlet flow characteristics into the gravel pond, develop earthwork calculations, and design a pond outlet and/or pump. A very simple, relatively low flow pump is assumed to be adequate if a pump station is required.

- 2.5 The Consultant will provide construction plans, specifications, an engineer's cost estimate, and preliminary construction easement locations and dimensions.
- 2.6 The Consultant will provide a Gravel Pond design memo compiling the data collected and design elements listed above.

Task 3 – Whitehorse Creek Drainage

Drainage in the existing road ditch along the north side of North River Road and East Hall School Road is impacted by several driveways that were installed without culverts. Drainage as a result of high groundwater is trapped and disallowed to flow towards Whitehorse Creek in an existing road ditch along the north side of North River Road and Hall School Road. The objective of this task is to provide positive drainage to the east by improving grading of the existing ditch and installing culverts in the driveways to promote drainage.

- 3.1 A kickoff site visit will be held with the primary stakeholders to view the project area and discuss the design.
- 3.2 The Consultant will coordinate survey site access with all potentially affected property owners and the conduct a survey of the area sufficient to complete the engineering design including profiles and cross-sections. Locations where ditch cleaning/rehabilitation may be needed will be identified during the survey.
- 3.3 The Consultant will use the information obtained from the site visit, survey, and wetland delineation to prepare the Initial Design Memorandum that will briefly describe the design criteria, basis of design, and design calculations. This will serve as meeting minutes from the kickoff site visit and the basis for the Final Design Memorandum.
- 3.4 The Consultant will design culverts and possible minimal rehabilitation of the existing road ditch, develop earthwork calculations, and determine the flow rate for the final drainage.
- 3.5 The Consultant will evaluate the south side of North River Road east of Highway 83 to determine the feasibility of constructing additional stormwater conveyance infrastructure on the south side of the road. The evaluation will determine if the additional infrastructure beneficial and economically feasible. If an alternative is found to be feasible and detailed design is needed, EA will coordinate with the Program to determine if a contract modification is necessary.
- 3.6 The Consultant will provide construction plans, specifications, an engineer's cost estimate, and preliminary construction easement locations and dimensions.
- 3.7 The Consultant will provide a Whitehorse Creek Drainage design memo compiling the data collected and design elements listed above.

Task 4 – Permitting of Flood-Proofing Projects

All three of these projects will require permitting. The object of this task is to complete the wetland inventories for each project and identify the necessary federal, state and local permits.

- 4.1 The Consultant will determine which permits will be needed to complete each project. It is anticipated that following permits will need to be obtained:
- Nationwide United States Army Corps of Engineers (USACE) 404 Permit
 - Flood plain permit with the Lincoln County Surveyor/Floodplain Administrator and/or the City of North Platte
 - Construction Stormwater Permit with Nebraska Department of Environmental Quality
- 4.2 The Consultant will submit a pre-construction notification letter to the USACE for each project.
- 4.3 The Consultant will perform wetland delineation for each project.
- 4.4 The Consultant will conduct a pre-application meeting with the USACE to discuss the application.
- 4.5 The Consultant will work with the USACE to obtain a Section 404 permit. It is assumed that a Section 404 Individual Permit will not be necessary for any of the three projects
- 4.6 The Consultant will work with the Lincoln County Surveyor/Floodplain Administrator and/or the City of North Platte to obtain a floodplain permit.
- 4.7 The Consultant will conduct one public meeting to inform the public on all three projects.

Schedule

The proposed schedule was prepared based on the notice to proceed (NTP) date as described below.

Kickoff Site Visit	NTP + 15 days
Coordinate Site Access, Survey, and Wetland Delineation	NTP + 60 days
Initial Design Memorandum	NTP + 90 days
Permitting	NTP + 150 days
Engineering Design	NTP + 180 days
Draft Design Memorandums	NTP + 180 days
Final Design Memorandums	NTP + 210 days

According to the proposed schedule, if NTP is received by 15 August 2012 the project will be completed by 15 March 2013 and if NTP is 15 September 2012 the project will be completed by 15 April 2013.

EXHIBIT “B”
BUDGET

Platte River Recovery Implementation Program
Proposal for Surveying, Engineering, and Permitting for North Platte Flood Proofing Projects
Project Budget

	Labor Hours	Labor Cost	Subcontractor	ODC's	Travel	TOTAL	ROUNDED TOTAL
Task 1 - Re-Activation of the State Channel	159	\$13,320.00	\$2,000.00	\$384.41	\$269.12	\$15,973.53	\$16,000.00
Task 2 - Gravel Pond Outlet	176	\$14,850.00	\$2,000.00	\$384.41	\$269.12	\$17,503.53	\$17,500.00
Task 3 - Whitehorse Creek Drainage	176	\$15,060.00	\$1,000.00	\$384.41	\$269.12	\$16,713.53	\$16,700.00
Task 4 - Permitting of Flood Proofing Projects	162	\$13,670.00	\$0.00	\$934.98	\$0.00	\$14,604.98	\$14,600.00
TOTALS	673	\$56,900.00	\$5,000.00	\$2,088.21	\$807.36	\$64,795.57	\$64,800.00

EXHIBIT “C”
HOURLY RATE AND REIMBURSABLE EXPENSES

Platte River Recovery Implementation Program
Proposal for Surveying, Engineering, and Permitting for North Platte Flood Proofing Projects
Project Budget

SUMMARY OF ESTIMATED COSTS

(1) Direct Labor	Class Code	Hours	Rate	Cost
Principal-in-Charge		0	\$160.00	\$0.00
Senior Technical Review		9	\$150.00	\$1,350.00
Project Manager		37	\$150.00	\$5,550.00
Senior Engineer		22	\$140.00	\$3,080.00
Mid-level Engineer		76	\$100.00	\$7,600.00
Junior Engineer		271	\$80.00	\$21,680.00
Construction Manager		0	\$70.00	\$0.00
Engineering/Field Technician		0	\$40.00	\$0.00
Senior Geologist		0	\$140.00	\$0.00
Mid-level Geologist		0	\$90.00	\$0.00
Junior Geologist		0	\$60.00	\$0.00
Senior Scientist		7	\$140.00	\$980.00
Mid-level Scientist		53	\$90.00	\$4,770.00
Junior Scientist		64	\$60.00	\$3,840.00
CADD/GIS		34	\$75.00	\$2,550.00
Drafter		100	\$55.00	\$5,500.00
Administrative Assistant		0	\$45.00	\$0.00
Clerical Support		0	\$45.00	\$0.00
Subtotal Direct Labor and Multipliers				\$56,900.00

(3) Subcontractors	Units	No. of Units	Rate	Cost
Survey - State Channel	LS	2000	\$1.00	\$2,000.00
Survey - Gravel Pond Outlet	LS	2000	\$1.00	\$2,000.00
Survey - Whitehouse Creek Drainage	LS	1000	\$1.00	\$1,000.00
Subcontractor 4	LS	0	\$1.00	\$0.00
Subtotal Subcontractors		5000		\$5,000.00
G & A @ 0.00%				\$0.00
Subtotal Subcontractors and G & A				\$5,000.00

(3) Usage and Other Costs	Units	No. of Units	Rate	Cost
Bond/Vellum Plots/Copies - B&W	sq ft	0	\$0.32	\$0.00
Bond/Vellum Plots/Copies - Color	sq ft	0	\$2.54	\$0.00
Photo Quality Plots/Copies - Color	sq ft	0	\$3.81	\$0.00
Report Preparation Materials	inch	3	\$24.92	\$74.76
Level, Tripod, Rod	day	0	\$32.53	\$0.00
Magellan/Garmin Handheld GPS	day	0	\$31.80	\$0.00
Trimble GPS GeoXT	day	3	\$89.93	\$269.79
RTK GPS	day	0	\$350.00	\$0.00
Vehicle Usage (1/2 Ton Pickup)	day	9	\$70.74	\$636.66
Vehicle Usage (1/2 Ton Pickup)	week	0	\$282.96	\$0.00
Vehicle Usage (Pickup)	mile	3050	\$0.34	\$1,037.00
Mini-Rae Survey Mode PID	day	0	\$95.40	\$0.00
Turbidity Meter	day	0	\$44.52	\$0.00
Water Level Meter-Sonlinst 101/QED	day	0	\$31.80	\$0.00
D.O. Meter (non-recording) YSI 85	day	0	\$30.35	\$0.00
YSI-556 day	day	0	\$89.93	\$0.00
Peristaltic Pump	day	0	\$44.52	\$0.00
Walkie Talkie	day	0	\$12.72	\$0.00
Jon Boat /w motor	day	0	\$105.93	\$0.00
Row Boat (12')	day	0	\$63.61	\$0.00
Shipping	ea	0	\$1.00	\$0.00
Supplies	ea	70	\$1.00	\$70.00
[Blank]	day	0	\$0.00	\$0.00
Subtotal Usage and Other Costs		3135		\$2,088.21
Subtotal ODC's				\$2,088.21

(4) Travel	Units	No. of Units	Rate	Cost
Airfare	R/T	0	\$500.00	\$0.00
Per Diem	day	6	\$123.00	\$738.00
Rental Car	day	0	\$50.00	\$0.00
Mileage (POV)	mile	0	\$0.51	\$0.00
Subtotal Travel		6		\$738.00
G & A @ 9.40%				\$69.37
Subtotal Travel and G & A				\$807.37

TOTAL ESTIMATED PROJECT COSTS	\$64,795.58
ROUNDED TOTAL	\$64,800.00