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Lincoln, NE 68528
TIN# 520991911

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.

Nebraska Ground Water Recharge Feasibility Study

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 November 1, 2010 through December 31, 2011. 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 two hundred sixty three thousand and twenty five dollars (\$267,800).

B. Project Budget. The Project budget for each task included in Exhibit A is as follows (optional work tasks will only commence upon receipt of separate authorization to proceed for optional tasks):

<u>Task</u>	<u>Estimated Cost</u>
<u>Base Work Tasks</u>	
Task 1 – Project Scoping and Kickoff	\$6,300
Task 2 – Project Management and Meetings	\$21,600
Task 3 – Existing Information Gathering and Review	\$22,200
Task 4 – Fieldwork and Supplemental Data Collection	\$144,100
Task 5 – Pilot Scale Demonstration Project Design	\$41,100
Subtotal Base Work Tasks	\$235,300
<u>Optional Work Tasks</u>	
Task 4 OPTIONAL – Production Wells and Pump Test	\$32,500
Subtotal Optional Work Tasks	\$32,500
TOTAL Project Cost including Optional Task	\$267,800

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 eighteen (18) pages, Exhibit A, consisting of ten (10) 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):

Beorn Courtney, Director of Water Resources Eng.
Platte River Recovery Implementation Prog.
Headwaters Corporation
2727 Bryant Street, Suite 210
Denver, CO 80211
Phone: (720) 524-6115
Fax: (720) 524-6347
Email: courtneyb@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 Dawson and Phelps counties in central Nebraska. Includes the Gothenburg Canal including potential recharge locations adjacent to the canal within the first approximately 10 miles of the canal, and the Phelps County Canal including potential recharge locations adjacent to the canal within the first approximately 10 miles of the canal.
2. Purpose: This project includes a feasibility study for ground water recharge projects in Central Nebraska, with the general objective of retiming streamflow in excess of Platte River target flows to times of shortages to target flows. Phase I of this project includes review and evaluation of conclusions and assumptions presented in the pre-feasibility study, planning and collection of field data to refine understanding of site conditions, and design of a pilot-scale recharge project. Phase II, if authorized in the future, would include construction and operation of the pilot-scale recharge project and recommendations for full scale projects. This current contract authorizes only Phase I.
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. Ground water recharge in central Nebraska is one of several Program Water Action Plan projects being considered to reduce shortages to Platte River target flows to benefit the targeted species. This feasibility study would build on the results of the Nebraska Ground Water Recharge Pre-Feasibility Study completed in August of 2010.

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 Exhibit A.

EXHIBIT “A”
SCOPE OF SERVICES

SCOPE OF WORK

Platte River Recovery Implementation Program Nebraska Ground Water Recharge Feasibility Study 15 November 2010

PROJECT DESCRIPTION

The purpose of this project is to conduct a feasibility analysis for ground water recharge in the central Platte River for the Platte River Recovery Implementation Program (Program) including the design of a pilot-scale recharge project. The project will be a continuation of the pre-feasibility study efforts previously completed by the Program to provide more detailed analysis of two recharge pilot project sites.

Phase I of this project includes review and evaluation of conclusions and assumptions presented in the pre-feasibility study, planning and collection of field data to refine understanding of site conditions, and design of a pilot-scale recharge project. The work will be completed through close coordination with the Program's Executive Director's Office (ED Office), and interaction with the Water Advisory Committee (WAC) and the Technical Work Group established for the project. The project may include Phase II in the future, which would include construction and operation of the pilot-scale recharge project and recommendations for full scale projects.

Two sites were identified in the pre-feasibility study to be further evaluated, the Gothenburg Site south of the golf course and the Phelps Site near Overton. It was decided to conduct the review of existing information (Task 3) for both sites, but to only focus on the Phelps Site for data collection (Task 4) and pilot scale design (Task 5).

EA Engineering, Science, and Technology, Inc. (EA) in cooperation with Daniel B. Stephens & Associates, Inc. (DBS&A) and H₂O Options Engineering, LLC have been selected as the Consultant for this project. Consultant's services will be provided on a time and expense basis not to exceed two hundred sixty seven thousand and eight hundred dollars (\$267,800).

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 – Project Scoping and Kickoff

The objective of this task is to gather the ideas and input from the ED Office and the Technical Work Group to lay out the road map for successful completion of the project. This task consists of conducting a kickoff meeting, and developing the scope of work, schedule, and project budget.

- 1.1 A project kickoff meeting will be conducted via teleconference to discuss the approach presented in the proposal, provide clarifications, and refine the scope of the project.
- 1.2 The consultant will prepare a draft scope of work and cost estimate incorporating the discussion from the kickoff meeting and submit to the Program for review.
- 1.3 The Consultant will prepare a final scope of work and cost estimate incorporating the discussion from the Work Group kickoff meeting and submit to the Program for Review.

Task 2 – Project Management and Meetings

The objective of this task is to ensure that all project meetings, communications, and subcontractor coordination are successfully coordinated by the Project Manager.

- 2.1 Conduct a Work Group kickoff meeting to provide an overview of draft scope of work and to share ideas and information. The Work Group meeting will include the following:
 - The meeting will be conducted in conjunction with an existing Water Advisory Committee Meeting to minimize travel for Work Group members.
 - A 3 hour work session will be conducted in the afternoon on 9 November 2010 including a brief presentation by the consultant to provide an overview of the project, an opportunity to share ideas and concerns, and question and answer session.
 - An on-site field visit for both sites will be conducted on 10 November 2010 in the morning.
 - The Work Group kickoff meeting will be attended by Dale Schlautman, Lee Becker, Frank Kwapnioski, and John Kay from the consultant team on 9 November 2010. The 10 November site visits will be attended by the same individuals from the consultant team listed above plus Stephanie Moore.
- 2.2 Attend and provide formal presentations on project status/results at two (2) additional formal Program committee meetings. Meetings may include Water Advisory Committee (WAC) and Governance Committee (GC) meetings. The meetings were assumed to be in Nebraska and would be attended by the project manager.
- 2.3 Prepare and submit monthly progress reports and invoices. At a minimum, the following information will be provided on monthly invoices: tasks completed during the current month's work, anticipated tasks to be completed during the upcoming month's work, and percent complete for scope of work and project budget.
- 2.4 Attend informal meetings and conference calls. A total of 16 hours of effort was included for informal meetings and conference calls.

Task 3 – Existing Information Gathering and Review

The objective of this task is to collect and review relevant existing information, identify data gaps, and prepare a summary of the hydrogeologic conditions at both the Gothenburg Site and the Phelps Site.

- 3.1 Conduct a review of the information, data, and conclusions included in the pre-feasibility study, including the underlying assumptions and methodologies.
- 3.2 Conduct a review of other relevant existing information provided by the Program for both sites including:
 - LiDAR data.
 - Land use data GIS mapping.
 - Existing water level and gradient data in the study areas from USGS and CPNRD wells including evaluation of spatial and temporal trends.
 - Percolation rates from canals and potential recharge basin sites.
 - Sediment load information.
 - Results of a separate study on winter operation of NPPD canals when available.
- 3.3 Provide data for input parameters for a conceptual ground water model developed by the Program. A total of 16 hours of professional effort was included for telephone communications, and preparation of written comments in review of ED Office documents pertaining to the conceptual model.
- 3.4 Data gaps will be identified and evaluated. If data gaps are found that will impact the objective of this project, and are beyond the scope of the additional data collection activities described in Task 4, the consultant will notify the Program to determine how to proceed.
- 3.5 The results from the data gathering and review will be summarized in a technical memorandum entitled, “Technical Memorandum – Available Information and Data Gaps”. The technical memorandum will include recommendations for fieldwork to be completed for Task 4. The memorandum will include suggestions for locations, methods, and frequency of measurements of water in ground water drains between the Phelps site and the Platte River. The ED Office will complete measurement of the ground water drains. Consultant will also provide further recommendations regarding the Gothenburg site based on available information and potential challenges/issues identified on the November 10, 2010 site visit.
- 3.6 Prepare a brief, informal narrative description, including figures as appropriate, providing an overview of the hydrologic framework at each site. The overview will be limited to a description of the key features of the hydrologic framework as are needed to characterize the near-surface ground water and surface water environment, and the interactions between ground water and surface water features (such as canals, drains, river). Data to be collected during fieldwork to be completed for Task 4 will be incorporated into the narrative. Substantial data are anticipated to be collected for the Phelps recharge site for Task 4, and as a result work on the narrative description for the Phelps site should not be completed until

after all fieldwork data are available for the site. The narrative description for the Gothenburg site may be completed earlier (i.e., during Task 3), because limited data collection is expected for the Gothenburg site during Task 4. The overview will be further limited by the availability of data needed to assess these key features. It is anticipated that this description will consist of less than five pages of narrative and less than five figures. The narrative is intended for use by the ED Office in developing a conceptual model of the surface and ground water hydrologic system at both sites. The document will be entitled, “Technical Memorandum – Hydrologic Setting of Recharge Sites”.

Task 4 – Fieldwork and Supplemental Data Collection

The objective of this task is to plan, execute, and document the collection of supplemental field data needed to design and operate a recharge pilot scale project at the Phelps Site. Fieldwork will not be completed at the Gothenburg site at this time, but may be added in the future. The task consists of collecting the necessary information, and combining new data and information with existing data from other sources.

- 4.1 The Consultant will develop a Fieldwork Plan for data collection activities. The Fieldwork Plan will be submitted to the Program for approval. Initiation of fieldwork will be made after input is received from the Program regarding the draft Fieldwork Plan. The following information in Tasks 4.2 through 4.8 will be included in the Fieldwork Plan, which will be refined with input from the ED Office and Technical Work Group. The Consultant shall not proceed with initiation of fieldwork prior to receiving authorization from the ED Office.
- 4.2 A direct push rig (Geoprobe®) will be used to conduct soil borings to provide more detailed characterization of site conditions as follows:
 - Approximately 17 borings will be completed. Some borings will be completed at the recharge site and some between the recharge site and the Platte River depending on data needs and permission for access. The estimated average depth of the borings is 50 feet.
 - Continuous core samples will be collected using a 1.25” Geoprobe Macrocore Sampler®. A geologic log for each boring will be prepared based on visual observation of the core samples. The core samples will also be used for laboratory analysis. As described in the following task, 16 samples will be submitted for laboratory analyses.
 - The water level will be measured at each boring location upon completion of the boring, after waiting for a period of several hours after completion of the boring to allow the water level to stabilize. The water levels will be measured using a standard water level tape and referenced to a temporary stake near the boring site to be surveyed at a later time.
 - Electrical conductivity (EC) logs will be collected for each boring location using the Geoprobe Direct Image EC® system. The EC logs will be used to verify lithology and comparison to visual bore logs. This information will also assist in the proper placement of monitoring and pump test wells. The

conductivity of soils is different for each type of media. Finer grained sediments, such as silts or clays, will have a higher EC signal, while coarser grained sediments, sands and gravel, will have a lower EC signal.

- The Geoprobe Hydraulic Profiling Tool® (HPT) will also be used at each of the boring locations. The HPT is used to create fast, continuous, real-time profiles of soil hydraulic properties in both fine- and coarse-grained material. The HPT uses a sensitive, downhole transducer to measure the pressure response of the soil to injection of water. This information will be used to help select well screen intervals, measure static water conditions across a site, and quantify relative variations in vertical permeability.
- Computer software developed by Geoprobe® and Kejr, Inc. will be used to develop estimates of hydraulic conductivity (K values) from the HPT data and will be evaluated in comparison to the results of the laboratory analysis.
- Geoprobe® bore holes will be abandoned according to Nebraska Title 178 Section 12-012.08H. The borehole will be filled and sealed with grout or acceptable fill material to within 3 feet of the surface. A grout seal will be placed over the borehole, and the remaining hole backfilled with native earth material mounded for settling. It is not anticipated that confining layers will be present. Drill cuttings are expected to be allowed as acceptable fill material.

4.3 Undisturbed samples will be collected for laboratory analysis of hydraulic properties. The samples will be collected using either the direct push rig (Task 4.2) or the hollow stem auger rig during monitoring well installation (Task 4.5). A total of 16 samples will be collected and analyzed. The following laboratory analysis will be completed for each sample:

- Initial properties (volumetric and gravimetric water content, dry bulk density, and total porosity).
- Saturated hydraulic conductivity (rigid wall test).
- Particle size analysis.

Four additional samples will be collected and analyzed for unsaturated hydraulic conductivity.

4.4 Two infiltration test pits will be constructed and monitored at the Phelps Site to refine estimates of vertical infiltration of recharge water. The infiltration tests will be conducted to account for structural variability in soils, which may include macro scale preferential flow paths that are not characterized using smaller tests, such as soil cores for laboratory analysis and portable infiltrometers.

- 10' x 10' test pits are proposed with a maximum depth of 3 to 6 feet, with the actual depth to be determined based on input from the ED Office and Technical Work Group. After the pit is excavated, its dimensions will be accurately measured by hand. Both an automated pressure transducer and manual water level gage will be installed.

- One or more falling head tests will be performed until the rate of seepage becomes constant over a 30 minute period. A constant seepage rate approximates the steady state or long term sustainable infiltration rate. The falling head tests will be conducted by adding water to the pit until it is two feet deep (i.e., 2 feet of ponded water in the bottom of the pit). The rate at which the water level declines will be monitored by recording depth at a regular interval. If the water level is declining rapidly, the interval should be no more than one minute, but if the water level decline occurs slowly, then the interval can be increased. If the pit empties before steady state is reached, it will be refilled (to a depth of 2 feet) and the process repeated.
- We estimate that steady state may be reached within 2 hours of starting the test. If the hydraulic conductivity is high (1.0×10^{-2} cm/s), then each test pit and method described above will require 1,594 gallons per hour, for a total of approximately 3,200 gallons. If necessary, additional time may be required to reach equilibrium conditions.
- A rented water truck will be used to supply water for the infiltration testing.
- After the test, the pit will be refilled by the backhoe, and the surface returned to grade.
- It was assumed that the infiltration tests could be completed within a two day period and not delayed due to weather conditions.

4.5 Monitoring wells will be installed at each site to provide more detailed characterization of site conditions and monitoring points for water level fluctuations as follows:

- Approximately 6 monitoring wells will be installed. The final monitoring well locations will be determined based on the results of the direct push borings.
- Each of the wells will be 2-inch diameter PVC with 20 feet of screen and will be installed using a hollow stem auger rig.
- Screen size will be selected based on the results of the particle size analysis.
- The average depth of the wells was assumed to be 70 feet.
- Each well will be finished with an above grade steel casing, concrete pad and bollards. A flush mount well may be allowed if desired by a landowner.
- A geologic log for each monitoring well will be prepared based on visual observation during well installation. The samples may also be used for laboratory analysis.

4.6 Water level recorders will be installed to provide water level fluctuations records directly related to the recharge site.

- A total of four water level recorders will be installed. The recorders will be installed in the new monitoring wells included in this project. The final selection of which monitoring wells to select for installation of recorders will depend on the results of the direct push borings and water level measurements.

- The water level recorders will be battery powered, self-contained transducers with data loggers. The data loggers will be setup for deployment and downloaded using a laptop computer.
- The consultant will purchase, setup and install the recorders and will download and perform maintenance on the recorders four times during project.
- The data loggers will be approved by the Program prior to purchase by the consultant, and will become Program property upon completion of the project.

4.7 (OPTIONAL TASK) Production well will be installed to allow for pump testing as follows:

- One production well was assumed to be installed. The final production well location will be determined based on the results of the direct push borings.
- The well will be 8-inch diameter PVC with 30 feet of screen and will be installed using a mud rotary rig.
- The depth of the production well was assumed to be 90 feet.
- The well will be finished with an above grade steel casing, concrete pad and bollards.

4.8 (OPTIONAL TASK) A pumping test (aquifer test) will be conducted to refine estimates of hydraulic conductivity at each site. Saturated hydraulic conductivity (K_{sat}) data collected from the pumping tests will be available for use in ED Office modeling efforts to estimate return flow patterns from the point of recharge to the river. To determine K_{sat} , drawdown in response to pumping must be measured in both the pumping well and at least one observation well located within the resulting cone of depression.

- The total duration of the pumping test will be 24 hours.
- Based on available information it is estimated that a pumping rate of 200 gpm would be adequate to produce several feet of drawdown in an observation well located approximately 25 feet from the pumping well within 24 hours of the start of pumping.
- Pumping 200 gpm for 24 hours will generate 288,000 gallons (0.9 acre-ft) of water for disposal.
- It is estimated that the pumping well and observation well will be approximately 25 to 50 feet apart. It was assumed that the production well would be located to utilize one of the monitoring wells installed earlier as the observation well.
- It is assumed that the water can be disposed of on the ground surface 300 feet from the pumping well.

4.9 A supplemental survey will be completed by a one-person crew with RTK GPS equipment. The supplemental survey will include specific elevation data for physical features such as existing canal invert, well casings, reference points for water levels measurements, boring locations, etc. Survey data will be based on the

North American Datum NAD83 (NSRS 2007) horizontal datum, with the UTM Zone 14 North (meters) projection. The North American Vertical datum of 1988 (NAVD88) will be used, and the latest geoid (Geoid03) will be used to convert ellipsoidal heights to orthometric heights. A total of three days of effort was included for supplemental surveying and travel.

- 4.10 The results from the fieldwork and supplemental data collection will be summarized in a technical memorandum entitled, "Technical Memorandum – Fieldwork Summary Report."
- 4.11 Program is responsible for coordinating site access, and obtaining right of entry and necessary easements from land owners.

Task 5 – Pilot-Scale Demonstration Project Design

The objective of this task is to design a pilot-scale recharge project at the Phelps Site. Design will not be completed at the Gothenburg Site at this time but may be added in the future. The design will include evaluation and finalizing the design concepts presented in the pre-feasibility study and development of plans and specifications for the pilot-scale demonstration projects.

- 5.1 Design deliverables will include a Design Memorandum, 90% and Final Design. All deliverables will be submitted electronically. In addition, two hard copies of the Final Design deliverable will be provided. It was assumed the Program would have 14 days to review and comment on each design submittal.
- 5.2 Design Memorandum – The purpose of the Design Memorandum is to summarize the conclusions of the evaluation of the recommendations from the pre-feasibility study and described modifications, if any, to the conceptual design. The Design Memorandum will also briefly describe the design criteria, basis of design, design calculations, and monitoring strategy that will be used in the design.
- 5.3 50% Progress Meeting – A progress meeting will be conducted to review design progress when approximately 50% complete with the design. The purpose of the meeting is to make sure that the project is progressing in the right direction to meet the needs of the Program. A formal design submittal is not included.
- 5.4 90% Design Submittal – The 90% design will include 90% design drawings and specification and engineer's estimate of construction cost. It is anticipated that the design drawings will generally consist of the following sheets:
 - Cover sheet;
 - General Notes and Quantities;
 - Existing Conditions;
 - Site access and Work Limits;
 - Proposed Site Layout;
 - Several sheets for site grading and sections; and
 - Several detail sheets for embankments, diversion structures, flow control devices, well construction, and monitoring devices.

At the beginning of this design stage, EA will obtain a copy of the contract document template that will be utilized to make sure the specifications are developed to work seamlessly with the contract documents. A draft bid package with all contract documents will be submitted to the Program in the 90% design submittal, for review by the Program including the Finance Committee. It is anticipated that the bidding and contract documents will include:

- Division 0 – Bidding and Contract Requirements to describe the bidding requirements, general conditions, supplementary conditions, and contract forms;
- Division 1 – General Requirements to provide a summary of the work, measurement and payment, submittal requirements, temporary facilities, and execution requirements;
- Division 2 – Construction Specifications to define requirements for excavation, backfill, slope protection, diversion equipment, and monitoring equipment; and
- Special Provisions to provide Program specific requirements such as definitions, access requirements, work hours, pre-construction meeting requirements, and points of contact.

- 5.5 Final Design Submittal – Revisions will be made to incorporate comments from the 90% submittal to prepare the final design consisting of design drawings, design specifications, and engineer's estimate of construction cost. A final bid package including all contract documents will be also be included in the final design submittal. Final contract documents will be based on draft contract documents from the 90% design submittal, and modified according to comments from the Program including the Finance Committee.
- 5.6 It was assumed that the formal design review meetings would be conducted for each of the three design submittals; with two of the design review meetings being conducted in Kearney and one via conference call. Two additional site visits were anticipated during the design process.
- 5.7 The consultant will determine construction permitting requirements and provide construction permitting support to the Program. The permitting support will include coordination with the USACE and one on-site meeting with the USACE. County and local permits, if any, will also be supported. The Program will be responsible for permitting requirements, permissions, leases, etc. for providing a water supply to the pilot project site. The consultant will be responsible for designing the systems necessary for conveying the water supply from source (i.e. canal or well) to the pilot site.
- 5.8 The LiDAR data, supplemental survey data, and aerial photography will be used as base maps for the design. A detailed topographic survey is not included.
- 5.9 Bidding services (pre-bid, advertising, etc.) are not included in Phase I, but may added to the scope of work in future.

Additional Services:

Other additional services not included in this scope of services will be provided upon request according to mutually agreed scope and cost.

**EXHIBIT “B”
BUDGET**

TOTAL COST SUMMARY

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM NEBRASKA GROUND WATER RECHARGE FEASIBILITY STUDY ESTIMATED COSTS FOR ENGINEERING SERVICES

	Labor Hours	Labor Cost	Subcontractor	ODC's	Travel	TOTAL	ROUNDED TOTAL
Task 1 - Project Scoping and Kickoff	26	\$3,735.00	\$2,523.40	\$27.50	\$0.00	\$6,285.90	\$6,300
Task 2 - Project Management and Meetings	98	\$13,750.00	\$6,421.80	\$914.10	\$541.20	\$21,627.10	\$21,600
Task 3 - Existing Information Gathering and Review	21	\$2,580.00	\$19,408.40	\$190.30	\$0.00	\$22,178.70	\$22,200
Task 4.1 - Fieldwork Planning	29	\$3,290.00	\$4,451.70	\$88.00	\$0.00	\$7,829.70	\$7,800
Task 4.2 - Direct Push Borings	158	\$15,070.00	\$23,237.16	\$4,346.25	\$1,353.00	\$44,006.41	\$44,000
Task 4.3 - Laboratory Analysis	2	\$290.00	\$8,861.60	\$220.00	\$541.20	\$9,912.80	\$9,900
Task 4.4 - Infiltration Test Pit	10	\$1,210.00	\$10,059.50	\$0.00	\$0.00	\$11,269.50	\$11,300
Task 4.5 - Install Monitoring Wells	72	\$7,120.00	\$31,716.30	\$1,208.93	\$405.90	\$40,451.13	\$40,500
Task 4.6- Water Level Recorders	36	\$2,700.00	\$0.00	\$9,065.54	\$135.30	\$11,900.84	\$11,900
Task 4.7- OPTIONAL Production Well Installation	32	\$3,080.00	\$10,614.45	\$1,460.79	\$541.20	\$15,696.44	\$15,700
Task 4.8- OPTIONAL Aquifer Pump Test	4	\$580.00	\$16,234.90	\$0.00	\$0.00	\$16,814.90	\$16,800
Task 4.9- Supplemental Survey	34	\$2,820.00	\$0.00	\$808.80	\$270.60	\$3,899.40	\$3,900
Task 4.10- Technical Memo - Field Work	61	\$6,410.00	\$8,296.20	\$123.57	\$0.00	\$14,829.77	\$14,800
Task 5 - Pilot-Scale Demonstration Project Design	358	\$32,720.00	\$7,430.50	\$952.56	\$0.00	\$41,103.06	\$41,100
TOTALS	941	\$95,355.00	\$149,255.91	\$19,406.34	\$3,788.40	\$267,805.65	\$267,800

EXHIBIT “C”
HOURLY RATE AND REIMBURSABLE EXPENSES
PRICE SCHEDULE 2010

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
NEBRASKA GROUND WATER RECHARGE FEASIBILITY STUDY
ESTIMATED COSTS FOR ENGINEERING SERVICES
TABLE B - SUMMARY OF ESTIMATED COSTS

(1) Direct Labor	Class Code	Hours	Rate	Cost
Principal-in-Charge		0	\$160.00	\$0.00
Senior Technical Review		28	\$150.00	\$4,200.00
Project Manager		161	\$145.00	\$23,345.00
Senior Engineer		32	\$140.00	\$4,480.00
Mid-level Engineer		111	\$100.00	\$11,100.00
Junior Engineer		158	\$75.00	\$11,850.00
Engineering Technician		0	\$35.00	\$0.00
Contracts Manager		0	\$80.00	\$0.00
Industrial Hygienist (Certified)		0	\$150.00	\$0.00
Senior Geologist		0	\$140.00	\$0.00
Mid-level Geologist		290	\$90.00	\$26,100.00
Junior Geologist		0	\$60.00	\$0.00
Senior Scientist		53	\$140.00	\$7,420.00
Mid-level Scientist		24	\$90.00	\$2,160.00
Junior Scientist		0	\$60.00	\$0.00
CADD/GIS		20	\$75.00	\$1,500.00
Drafter		64	\$50.00	\$3,200.00
Administrative Assistant		0	\$45.00	\$0.00
Clerical Support		0	\$45.00	\$0.00
Subtotal Direct Labor		941		\$95,355.00
Overhead on Direct Labor @ 0.00%				\$0.00
G & A @ 0.00%				\$0.00
Profit on Labor @ 0.00%				\$0.00
Subtotal Direct Labor and Multipliers				\$95,355.00
(3) Subcontractors	Units	No. of Units	Rate	Cost
DBS&A	LS	63830	\$1.00	\$63,830.00
H2O Options Engineering	LS	4900	\$1.00	\$4,900.00
Geoprobe Subcontractor	LS	21125	\$1.00	\$21,124.69
Driller Subcontractor	LS	45833	\$1.00	\$45,832.50
Subtotal Subcontractors		135687		\$135,687.19
G & A @ 10.00%				\$13,568.72
Subtotal Subcontractors and G & A				\$149,255.91
(3) Usage and Other Costs	Units	No. of Units	Rate	Cost
Bond/Vellum Plots/Copies - B&W	sq ft	120	\$0.27	\$32.40
Bond/Vellum Plots/Copies - Color	sq ft	0	\$2.12	\$0.00
Mylar Plots/Copies - B&W	sq ft	0	\$2.12	\$0.00
Photo Quality Plots/Copies - Color	sq ft	0	\$3.18	\$0.00
Report Preparation Materials	inch	5	\$20.78	\$103.90
Level, Tripod, Rod	day	16	\$27.13	\$434.08
Magellan/Garmin Handheld GPS	day	6	\$26.52	\$159.12
Magellan/Garmin Handheld GPS	week	2	\$106.08	\$212.16
Trimble GPS	day	3	\$106.09	\$318.27
Trimble GPS	week	0	\$424.36	\$0.00
Vehicle Usage (1/2 Ton Pickup)	day	37	\$59.00	\$2,183.00
Vehicle Usage (1/2 Ton Pickup)	week	0	\$236.00	\$0.00
Vehicle Usage (1/2 Ton Pickup)	month	0	\$708.00	\$0.00
Vehicle Usage (Pickup)	mile	7050	\$0.28	\$1,974.00
Supplies	each	1250	\$1.00	\$1,250.00
Water Level Recorders (purchase)	LS	1	\$7,286.40	\$7,286.40
Backhoe	LS	1	\$1,072.00	\$1,072.00
Water Level Meter	day	17	\$26.52	\$450.84
YSI-556	day	6	\$75.00	\$450.00
Generator	day	4	\$47.74	\$190.96
Shipping	each	775	\$1.00	\$775.00
Water Truck	LS	1	\$750.00	\$750.00
[Blank]	day	0	\$0.00	\$0.00
[Blank]	day	0	\$0.00	\$0.00
[Blank]	day	0	\$0.00	\$0.00
Other	day	0	\$0.00	\$0.00
Subtotal Usage and Other Costs		9294		\$17,642.13
G & A @ 10.00%				\$1,764.21
Subtotal ODC's and G & A				\$19,406.34
(4) Travel	Units	No. of Units	Rate	Cost
Airfare	R/T	0	\$1.00	\$0.00
Per Diem	day	28	\$123.00	\$3,444.00
Rental Car	day	0	\$1.00	\$0.00
Mileage (POV)	mile	0	\$0.50	\$0.00
Subtotal Travel		28		\$3,444.00
G & A @ 10.00%				\$344.40
Subtotal Travel and G & A				\$3,788.40
TOTAL ESTIMATED PROJECT COSTS				\$267,805.65