



**TO:** Governance Committee (GC)  
**FROM:** Executive Director's Office (EDO)  
**SUBJECT:** Budget for water quality monitoring and data analysis  
**DATE:** February 22, 2012

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### **ACTION REQUESTED**

The EDO requests GC approval to transfer \$13,800 from FY 2012 Program Budget Line Item IMRP-2 (\$335,000 approved budget for AMP Directed Research Projects) to Line Item WQ-1. The transfer will cover the increased cost of water quality monitoring and data analysis based on the current projected Program actions for 2012.

### **INTRODUCTION**

EA Engineering, Science, and Technology, Inc. (EA) was recently selected for the water quality monitoring and data analysis contract, which includes four years of monitoring from 2012 through 2015 (contract is provided as an attachment to this memorandum). Monitoring will be focused on determining whether Program actions affect water quality of the Platte River or NPPD's Kearney Canal. Monitoring will generally begin one week prior to the start of a Program action and continue until one week after completion of the Program action. Thus, the duration and cost of annual monitoring will depend on the number and duration of Program actions for a given year.

This memorandum describes the projected cost for Program action-based water quality monitoring and data analysis to be completed in 2012. The projected cost exceeds the approved budget for the related line item in the 2012 Program budget. The EDO requests GC approval of the transfer of budget from another line item to cover the increase from the originally anticipated cost.

### **2012 COST ESTIMATE**

The 2012 Program-approved budget for water quality monitoring and data analysis is \$150,000 (Line Item WQ-1). This was based on EA's cost estimate provided to the EDO in March 2011. That original cost estimate was based on an assumption of two separate Program actions that included a total of eight weeks of monitoring during 2012. This assumption was based on the EDO's best guess of 2012 Program actions at that time.

EA was selected for the new water quality monitoring and data analysis contract in February 2012. At that time, the EDO provided EA with an updated list of Program actions anticipated for 2012. EA then provided the EDO with a scope of work and budget (attached) that reflected the updated list of anticipated actions for 2012, resulting in 24 weeks of water quality monitoring (versus 8 weeks in their original estimate). EA's 2012 cost estimate of \$163,800 is \$13,800 more than approved budget in Line Item WQ-1 as a result of the increase in duration of monitoring.



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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.

#### Platte River and Kearney Canal Water Quality Monitoring and Data Analysis

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 Dan Bigbee 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 March 5, 2012 through April 30, 2016. 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 for the first year (i.e., Calendar Year 2012) shall not exceed one hundred sixty three thousand and eight hundred dollars (\$163,800).

**B. Project Budget.** Annual funding will be dependent on negotiation of a mutually agreed upon budget between the **Consultant** and the **ED Office**, with subsequent review and approval by the **Program's** Finance Committee (FC) and GC. The Project budget for Calendar Year 2012 is provided below, with additional detail in Exhibit B. Annual amendments to the contract budget will be completed based on anticipated Program actions that could affect water quality.

#### **Budget for Calendar Year 2012**

| <u>Task</u>                             | <u>Estimated Cost</u> |
|---|-----------------------|
| Task 1 – Develop Protocol Addenda       | \$2,359.84            |
| Task 2 – Develop Annual Monitoring Plan | \$906.92              |
| Task 3 – Conduct Monitoring             | \$115,420.82          |
| Task 4 – Data Analysis                  | \$20,280.00           |
| Task 5 – Reporting                      | \$24,832.42           |
| <b>Total</b>                            | <b>\$163,800</b>      |

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 4<sup>th</sup> Avenue, Suite 6  
 Kearney, Nebraska 68845  
 Phone: (308) 237-5728  
 Fax: (308) 237-4651  
 Email: [kennyj@headwaterscorp.com](mailto: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](mailto: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](mailto:smiths@headwaterscorp.com)

### **Administrative Point of Contact (Consultant):**

Dan Bigbee  
EA Engineering, Science, and Technology, Inc.  
221 Sun Valley Boulevard, Suite D  
Lincoln, NE 68528  
Phone: (402) 476-3766  
Fax: (402) 476-7825  
Email: [dbigbee@eaest.com](mailto:dbigbee@eaest.com)

### **Admin. Point of Contact (Program):**

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

### **Media Point of Contact (Program):**

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

### **Technical Point of Contact (Consultant):**

Dan Bigbee  
EA Engineering, Science, and Technology  
221 Sun Valley Boulevard, Suite D  
Lincoln, NE 68528  
Phone: (402) 476-3766  
Fax: (402) 476-7825  
Email: [dbigbee@eaest.com](mailto:dbigbee@eaest.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.**

\_\_\_\_\_  
Dan Bigbee

\_\_\_\_\_  
Date



## EXHIBIT “A” SCOPE OF SERVICES

### A. **PROJECT DESCRIPTION**

1. Location: The study area is the Platte River between Lexington and Louisville, and also includes Nebraska Public Power District’s Kearney Canal.
2. Purpose: water quality of the Platte River and the Kearney Canal will be monitored to assess whether Program actions influence water quality. Data will be analyzed in a manner to determine the Program’s influence on water quality. Annual reporting will be completed to summarize results to Program stakeholders.
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. Baseline water quality monitoring was completed from 2009 through 2011. This contract will include water quality monitoring from 2012 through 2015, which will be focused on determining whether Program actions have an effect on water quality.

### 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. **DETAILED SCOPE OF SERVICES**

See Attachment A.

**Attachment “A”, Exhibit A  
DETAILED SCOPE OF SERVICES**

## **SCOPE OF WORK**

### **Water Quality Monitoring and Data Analysis Platte River Recovery Implementation Program 17 February 2012**

#### **PROJECT DESCRIPTION**

EA Engineering, Science, and Technology, Inc. (EA) is contracted by the Platte River Recovery Implementation Program (Program) to conduct the Water Quality Monitoring and Data Analysis study for the Platte River.

To establish the Platte River's water quality baseline, the Program implemented a Water Quality Monitoring Protocol on the Platte River from 2009 to 2011. Baseline water quality monitoring was also conducted on the Kearney Canal in 2011. The Water Quality Monitoring Protocol and Kearney Canal Water Quality Monitoring Protocol are collectively referred to as "Baseline Protocol" throughout this scope of work.

This Water Quality Monitoring and Data Analysis study includes developing and implementing Protocol Addenda for Action-Based Monitoring (Protocol Addenda) to the Baseline Protocols used for collecting baseline water quality data for the Platte River and Kearney Canal. The water quality monitoring conducted by implementing the Protocol Addenda is intended to help the Program determine whether a statistical difference exists between Program action-based water quality data and the baseline water quality data.

Water quality monitoring and data analyses will be completed for four (4) years under the contract (2012 through 2015). The scope of work and budget described herein are for work to be completed during the first year of the contract (2012). Amendments to the contract will be completed annually based on anticipated Program actions that could affect water quality in the upcoming year. Consultant's services will be provided on a time and expense basis not to exceed one hundred sixty three thousand and eight hundred dollars (\$163,800) during the first year of the contract.

#### **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 – Protocol Addendum for Action-Based Monitoring**

The objective of this task is to create Protocol Addenda to the Baseline Protocols that outlines the location and data that will be collected.

The Protocol Addenda will include the following:

- 1.1 Categorize what type of Program activities will be major and minor events.

- 1.2 Specify guidelines for the timing, duration, and location of water quality data collection before, during, and after Program actions related to the Platte River.
- 1.3 Specify guidelines for the timing and duration of water quality data collection before, during, and after Program Actions related to the Kearney Canal.
- 1.4 Specify data analysis and statistical methods to be used to assess Program-related effects on water quality and quantify, if evident, over time.

## **Task 2 – Annual Monitoring Plans**

The objective of this task is to use the guidelines defined by the Protocol Addenda to develop an Annual Monitoring Plan according to the anticipated Program actions for the year.

- 2.1 EA will coordinate with the ED Office to identify the upcoming Program actions that will need to be monitored. EA will prepare a brief plan that will compile a list of minor and major Program actions and describe the specific timing and locations for monitoring.
- 2.2 One Annual Monitoring Plan will be prepared for both the Platte River and the Kearney Canal.

## **Task 3 – Monitoring**

The objective of Task 3 is to implement Program action-based water quality monitoring, following the specifications and guidelines provided by the Protocol Addenda and Annual Monitoring Plan. This task consists of:

- Continuous water quality monitoring conducted at times and locations on the Platte River, from Lexington to Louisville, appropriate to relevant Program actions.
  - Continuous water quality monitoring on the Kearney Canal at preselected locations at times appropriate and relevant to Program actions.
  - Collect stage and discharge data from existing gaging stations.
  - Conduct discrete water quality sampling (metals, E. coli, and suspended sediment).
- 3.1 The Scope of Work includes the installation and operation and maintenance of the sondes for one minor (4 weeks water quality monitoring) and two major (10 weeks water quality monitoring each) events. It is assumed that the three Program activities will happen independently. Effort will be reduced if the Program activities overlap.
  - 3.2 The following Minor Event will be monitored:
    - **Elm Creek Complex Island building** (initiated in spring or early summer 2012). Program activities will be classified as a minor event and will last for approximately two weeks. Water quality monitoring will be conducted in the

Platte River at Overton, Odessa, Kearney, and Shelton. Water quality monitoring will also be conducted for the Kearney Canal in the Platte River at the Elm Creek, in Elm Creek near the confluence with the Platte River, in the Kearney Canal downstream of the diversion, and in the Kearney Canal near the hydropower plant. This minor event includes deployment of sondes and weekly operation and maintenance for a duration totaling 4-weeks. The equipment will be installed one week prior to the commencement of Program activities and conclude one week following completion of Program activities.

3.3 The following Major Events will be monitored:

- **Sediment Augmentation at Cottonwood Ranch** (will likely start in April 2012). Program activities will be classified as a major event and will last for approximately eight weeks. Continuous water quality monitoring equipment will be deployed in the Platte River at Lexington, Overton, Odessa, Kearney, Shelton, Grand Island, Duncan, and Louisville. Water quality equipment will also be deployed for the Kearney Canal in the Platte River at the Elm Creek, in Elm Creek near the confluence with the Platte River, in the Kearney Canal downstream of the diversion, and in the Kearney Canal near the hydropower plant. This major event includes deployment of sondes and weekly operation and maintenance for a duration totaling 10 weeks. The equipment will be installed one week prior to the commencement of Program activities and conclude one week following completion of Program activities.
- **Sediment Augmentation at Cook/Dyer Property** (will likely start late summer 2012). Program activities will be classified as a major event and will last for approximately eight weeks. Continuous water quality monitoring equipment will be deployed in the Platte River at Lexington, Overton, Odessa, Kearney, Shelton, Grand Island, Duncan, and Louisville. Water quality equipment will also be deployed for the Kearney Canal in the Platte River at the Elm Creek, in Elm Creek near the confluence with the Platte River, in the Kearney Canal downstream of the diversion, and in the Kearney Canal near the hydropower plant. This major event includes deployment of sondes and weekly operation and maintenance for a duration totaling 10 weeks. The equipment will be installed one week prior to the commencement of Program activities and conclude one week following completion of Program activities.

3.4 EA will collect grab samples for metals analysis during both major and minor events and the number of samples will vary.

- **Major Events.** One metals sampling is included per major event. Samples for metals will be collected from the Platte River at Lexington, Overton, Odessa, Kearney, Shelton, Grand Island, Duncan, and Louisville.
- **Minor Events.** One metals sampling is included per minor event. Samples for metals will be collected from the Platte River at Overton, Odessa, Kearney, and Shelton.

3.5 EA will collect grab samples for suspended sediment concentration (SSC) analysis during weekly operation and maintenance of the sondes from the Platte River at

Elm Creek, from the Platte River at Lexington or Overton bridge (based upon a major or minor event), from Elm Creek near the confluence with the Platte River, from the Kearney Canal downstream of the diversion, and from the Kearney Canal near the hydropower plant.

- 3.6 A total of six E. coli sampling events will occur (Lexington, Kearney, and Grand Island) during peak and non-peak waterfowl concentrations as coordinated with the ED Office.
- 3.7 The budget does not include the replacement of a sonde in the event of loss, damage or malfunction. The Platte River Recovery Implementation Program will be responsible for the replacement of a sonde in the event of loss, damage or malfunction unless the damage or malfunction is directly caused by EA Engineering, Science and Technology, Inc.

#### **Task 4 – Data Analysis**

The objective of this task is to perform analysis on water quality monitoring data to assess whether a statistical difference exists between the action-based water quality and baseline water quality data.

- 4.1 Perform data and statistical analysis to quantify the variations in water quality over time.
- 4.2 The procedures for data analysis will be included in the Protocol Addenda.

#### **Task 5 – Reporting**

The objective of this task is to provide the Annual Water Quality Monitoring and Data Analysis Report that will include the monitoring methods and results, data analysis, photographs, and other associated data. This task will consist of:

- Preparing Draft (MS Word) and Final (MS Word and PDF) Annual Water Quality Monitoring and Data Analysis Report
  - Develop an executive summary and prepare for and deliver a presentation at the Program's annual AMP Reporting session
- 5.1 An Annual Water Quality Data and Analysis Report will be prepared and submitted upon completion of field data collection. The purpose of the report is to present the data collected, provide a summary of the methods and procedures, evaluate the data quality, and summarize the data analysis. This effort is based upon two separate reports for the Platte River and the Kearney Canal. The reports can be combined into one at the request of the Program.
  - 5.2 The budget includes two hard copies of the draft reports for the ED Office to review and three hard copies of the final reports. It also includes an electronic version of the draft and final reports on CD.



### **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”**  
**2012 BUDGET**

**TOTAL COST SUMMARY**

**Platte River Recovery Implementation Program  
Platte River and Kearney Canal Water Quality Monitoring  
2012 Monitoring Season**

|  | <b>Labor<br/>Hours</b> | <b>Labor Cost</b>   | <b>Subcontractor</b> | <b>ODC's</b>       | <b>Travel</b>     | <b>TOTAL</b>        |
|--|------------------------|---------------------|----------------------|--------------------|-------------------|---------------------|
| <b>Task 1—Develop Protocol Addendums for Action-Based Monitoring</b> |                        |                     |                      |                    |                   |                     |
| Platte River   | 17                     | \$1,589.00          | \$0.00               | \$62.89            | \$0.00            | \$1,651.89          |
| Kearney Canal  | 7                      | \$681.00            | \$0.00               | \$26.95            | \$0.00            | \$707.95            |
| <b>Task 2—Develop Annual Monitoring Plans</b>                        |                        |                     |                      |                    |                   |                     |
| Platte River   | 8                      | \$646.50            | \$0.00               | \$33.69            | \$0.00            | \$680.19            |
| Kearney Canal  | 2                      | \$215.50            | \$0.00               | \$11.23            | \$0.00            | \$226.73            |
| <b>Task 3—Conduct Monitoring</b>                                     |                        |                     |                      |                    |                   |                     |
| Platte River   | 811                    | \$59,036.40         | \$0.00               | \$24,456.92        | \$5,957.81        | \$89,451.14         |
| Kearney Canal  | 236                    | \$17,139.60         | \$0.00               | \$7,100.40         | \$1,729.69        | \$25,969.68         |
| <b>Task 4—Data Analysis</b>  |                        |                     |                      |                    |                   |                     |
| Platte River   | 162                    | \$15,210.00         | \$0.00               | \$0.00             | \$0.00            | \$15,210.00         |
| Kearney Canal  | 54                     | \$5,070.00          | \$0.00               | \$0.00             | \$0.00            | \$5,070.00          |
| <b>Task 5—Reporting</b>  |                        |                     |                      |                    |                   |                     |
| Platte River   | 198                    | \$17,307.00         | \$0.00               | \$833.57           | \$483.75          | \$18,624.32         |
| Kearney Canal  | 66                     | \$5,769.00          | \$0.00               | \$277.86           | \$161.25          | \$6,208.11          |
| <b>SUBTOTALS</b>   |                        |                     |                      |                    |                   |                     |
| Platte River   | 1,196                  | \$93,788.90         | \$0.00               | \$25,387.07        | \$6,441.56        | \$125,617.53        |
| Kearney Canal  | 365                    | \$28,875.10         | \$0.00               | \$7,416.43         | \$1,890.94        | \$38,182.47         |
| <b>TOTALS</b>  | <b>1,561</b>           | <b>\$122,664.00</b> | <b>\$0.00</b>        | <b>\$32,803.50</b> | <b>\$8,332.50</b> | <b>\$163,800.00</b> |

**NOTES**

Cost summary is based on the two major and one minor anticipated Program activities for 2012 as described in the above scope of work.  
Cost may be reduced if timing of Program activities overlaps.

**Platte River Recovery Impelmentation Program**  
**Platte River and Kearney Canal Water Quality Monitoring**  
**2012 Monitoring Season**

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/ Senior PM      |            | 18           | \$150.00 | \$2,700.00          |
| Project Manager                         |            | 132          | \$115.00 | \$15,180.00         |
| Senior Engineer                         |            | 0            | \$140.00 | \$0.00              |
| Mid-level Engineer                      |            | 0            | \$100.00 | \$0.00              |
| Junior Engineer                         |            | 0            | \$75.00  | \$0.00              |
| 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                        |            | 61           | \$140.00 | \$8,540.00          |
| Mid-level Scientist                     |            | 217          | \$90.00  | \$19,530.00         |
| Junior Scientist                        |            | 1123         | \$68.00  | \$76,364.00         |
| CADD/GIS                                |            | 0            | \$55.00  | \$0.00              |
| Drafter                                 |            | 0            | \$50.00  | \$0.00              |
| Administrative Assistant                |            | 0            | \$45.00  | \$0.00              |
| Clerical Support                        |            | 10           | \$35.00  | \$350.00            |
| Subtotal Direct Labor and Multipliers   |            |              |          | \$122,664.00        |
|   |            |              |          |                     |
| (3) Subcontractors                      | Units      | No. of Units | Rate     | Cost                |
| Subcontractor 1                         | LS         | 0            | \$1.00   | \$0.00              |
| Subcontractor 2                         | LS         | 0            | \$1.00   | \$0.00              |
| Subcontractor 2                         | LS         | 0            | \$1.00   | \$0.00              |
| Subcontractor 4                         | LS         | 0            | \$1.00   | \$0.00              |
| Subtotal Subcontractors                 |            | 0            |          | \$0.00              |
| G & A @ 0.00%                           |            |              |          | \$0.00              |
| Subtotal Subcontractors and G & A       |            |              |          | \$0.00              |
|   |            |              |          |                     |
| (3) Usage and Other Costs               | Units      | No. of Units | Rate     | Cost                |
| YSI - 556 (Temp, DO, Cond, pH (Grab)    | day        | 60           | \$89.93  | \$5,395.80          |
| Turbidity Meter (Grab)                  | day        | 60           | \$44.52  | \$2,671.20          |
| Van Dorn Bottle                         | day        | 24           | \$21.63  | \$519.12            |
| Metal Analysis (Cu, Ni, Pb, Se, Ca, Mg) | each       | 26           | \$92.31  | \$2,400.06          |
| E. Coli Analysis                        | each       | 30           | \$16.29  | \$488.70            |
| SSC Analysis                            | each       | 144          | \$10.86  | \$1,563.84          |
| Calibration Standards                   | each       | 1550         | \$1.00   | \$1,550.00          |
| Peristaltic Pump                        | day        | 3            | \$44.52  | \$133.56            |
| Report Preparation Materials            | inch       | 13           | \$24.92  | \$323.96            |
| Vehicle Usage (1/2 Ton Pickup)          | day        | 79           | \$70.74  | \$5,588.46          |
| Vehicle Usage (Pickup)                  | mile       | 15740        | \$0.61   | \$9,601.40          |
| Shipping (Cooler)                       | each       | 3            | \$100.00 | \$300.00            |
| Shipping (Report)                       | each       | 0            | \$60.00  | \$0.00              |
| Shipping (Letter)                       | each       | 5            | \$20.00  | \$100.00            |
| Supplies                                | LS         | 2167         | \$1.00   | \$2,167.40          |
| [Blank]                                 | day        | 0            | \$0.00   | \$0.00              |
| [Blank]                                 | day        | 0            | \$0.00   | \$0.00              |
| [Blank]                                 | day        | 0            | \$0.00   | \$0.00              |
| [Blank]                                 | day        | 0            | \$0.00   | \$0.00              |
| [Blank]                                 | day        | 0            | \$0.00   | \$0.00              |
| [Blank]                                 | day        | 0            | \$0.00   | \$0.00              |
| [Blank]                                 | day        | 0            | \$0.00   | \$0.00              |
| [Blank]                                 | day        | 0            | \$0.00   | \$0.00              |
| Subtotal Usage and Other Costs          |            | 19904        |          | \$32,803.50         |
| Subtotal ODC's                          |            |              |          | \$32,803.50         |
|   |            |              |          |                     |
| (4) Travel                              | Units      | No. of Units | Rate     | Cost                |
| Airfare                                 | R/T        | 0            | \$500.00 | \$0.00              |
| Per Diem (Lexington, NE)                | day        | 63           | \$123.00 | \$7,687.50          |
| Per Diem (Denver, CO)                   | day        | 3            | \$215.00 | \$645.00            |
| Mileage (POV)                           | mile       | 0            | \$0.51   | \$0.00              |
| Subtotal Travel                         |            | 66           |          | \$8,332.50          |
| G & A @ 0.00%                           |            |              |          | \$0.00              |
| Subtotal Travel and G & A               |            |              |          | \$8,332.50          |
|   |            |              |          |                     |
| <b>TOTAL ESTIMATED PROJECT COSTS</b>    |            |              |          | <b>\$163,800.00</b> |

**EXHIBIT “C”**  
**HOURLY RATE AND REIMBURSABLE EXPENSES**  
**PRICE SCHEDULE 2012**

**Platte River Recovery Impelmentation Program**  
**Platte River and Kearney Canal Water Quality Monitoring**  
**2012 Monitoring Season**  
Price Schedule

| (1) Direct Labor                   | Units | Rate     |
|------------------------------------|-------|----------|
| Principal-in-Charge                | hr    | \$160.00 |
| Senior Technical Review/ Senior PM | hr    | \$150.00 |
| Project Manager                    | hr    | \$115.00 |
| Senior Engineer                    | hr    | \$140.00 |
| Mid-level Engineer                 | hr    | \$100.00 |
| Junior Engineer                    | hr    | \$75.00  |
| Construction Manager               | hr    | \$70.00  |
| Engineering/Field Technician       | hr    | \$40.00  |
| Senior Geologist                   | hr    | \$140.00 |
| Mid-level Geologist                | hr    | \$90.00  |
| Junior Geologist                   | hr    | \$60.00  |
| Senior Scientist                   | hr    | \$140.00 |
| Mid-level Scientist                | hr    | \$90.00  |
| Junior Scientist                   | hr    | \$68.00  |
| CADD/GIS                           | hr    | \$55.00  |
| Drafter                            | hr    | \$50.00  |
| Administrative Assistant           | hr    | \$45.00  |
| Clerical Support                   | hr    | \$35.00  |

| (2) Subcontractors | Units | Rate   |
|--------------------|-------|--------|
| Subcontractor 1    | LS    | \$1.00 |
| Subcontractor 2    | LS    | \$1.00 |
| Subcontractor 2    | LS    | \$1.00 |
| Subcontractor 4    | LS    | \$1.00 |

| (3) Usage and Other Costs               | Units | Rate     |
|---|-------|----------|
| YSI - 556 (Temp, DO, Cond, pH (Grab)    | day   | \$89.93  |
| Turbidity Meter (Grab)                  | day   | \$44.52  |
| Van Dorn Bottle                         | day   | \$21.63  |
| Metal Analysis (Cu, Ni, Pb, Se, Ca, Mg) | each  | \$92.31  |
| E. Coli Analysis                        | each  | \$16.29  |
| SSC Analysis                            | each  | \$10.86  |
| Calibration Standards                   | each  | \$1.00   |
| Peristaltic Pump                        | day   | \$44.52  |
| Report Preparation Materials            | inch  | \$24.92  |
| Vehicle Usage (1/2 Ton Pickup)          | day   | \$70.74  |
| Vehicle Usage (Pickup)                  | mile  | \$0.61   |
| Shipping (Cooler)                       | each  | \$100.00 |
| Shipping (Report)                       | each  | \$60.00  |
| Shipping (Letter)                       | each  | \$20.00  |
| Supplies                                | LS    | \$1.00   |
| [Blank]                                 | day   | \$0.00   |
| [Blank]                                 | day   | \$0.00   |
| [Blank]                                 | day   | \$0.00   |
| [Blank]                                 | day   | \$0.00   |
| [Blank]                                 | day   | \$0.00   |
| [Blank]                                 | day   | \$0.00   |
| [Blank]                                 | day   | \$0.00   |
| [Blank]                                 | day   | \$0.00   |

| (4) Travel               | Units | Rate     |
|--------------------------|-------|----------|
| Airfare                  | R/T   | \$500.00 |
| Per Diem (Lexington, NE) | day   | \$123.00 |
| Per Diem (Denver, CO)    | day   | \$215.00 |
| Mileage (POV)            | mile  | \$0.51   |