PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

Third Amendment to the Agreement between the Nebraska Community Foundation, Inc. and Tetra Tech, Inc., regarding "Platte River Geomorphology and Vegetation Monitoring and Data Analysis"

This Third Amendment to the Agreement between the Nebraska Community Foundation, Inc. ("Foundation") of Lincoln, Nebraska, representing all signatories to the Platte River Recovery Implementation Program ("Program"), and Tetra Tech, Inc. ("Consultant"), a private consultant of Fort Collins, Colorado, is made and entered into effective on the date of signing below and the final date of this Amendment will be May 1, 2015.

The purpose of this amendment is to:

(1) Expand the Scope of Work to include the third year of system-scale geomorphology and vegetation monitoring and data analysis anticipated under the original contract. This Scope of Work, presented in **Exhibit A**, will commence upon execution of this Amendment and be completed by May 1, 2015.
(2) Expand the Scope of Work to include updating of the system-scale HEC-RAS hydraulic model to reflect changes in channel morphology since model development in 2009. This Scope of Work, presented in **Exhibit B**, will commence upon execution of this Amendment and be completed by December 31, 2014.
(3) Increase the contract amount by **$495,000** for the purpose of compensating the Consultant for the third year of system-scale monitoring presented in Exhibit A and by **$67,000** to update the HEC-RAS model as presented in Exhibit B. This will increase the total approved budget for this contract from $1,006,828 to **$1,568,828**. This budget increase shall be effective as of the date of this Amendment and funds will become available immediately. A detailed budget breakdown of the additional effort expended by task and labor category for system-scale monitoring is included in **Exhibit C** and a budget breakdown for the HEC-RAS model update is included in **Exhibit D**.

Important Amendment notes:

(1) This is the Third Amendment to the Agreement. **Exhibit E** includes the Original Agreement, First Amendment and Second Amendment.

All other terms of the original Agreement remain in effect as originally written in the Agreement dated April 23, 2012. The following parties agree to the terms of this Amendment and the original Agreement:

For the Consultant:

______________________________ ____________________

Robert A. Mussetter, PhD, PE Date
Discipline Lead
Tetra Tech, Inc.

For the Foundation:

_________________________________ ____________________

Diane M. Wilson Date
Chief Operating Officer/Chief Financial Officer
Nebraska Community Foundation, Inc.

EXHIBIT A

Final Scope of Services
Year 3 (January 2014 through December 2014)
Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis, Platte River, Nebraska

The following tasks shall be completed by Tetra Tech, Inc. in accordance with the Budget (**Exhibit B**), Hourly Rate and Reimbursable Expenses Price Schedule 2014 (**Exhibit C**) and Project Timeline (**Exhibit D**) during the third year (January 2014 through December 2014) of the Platte River Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis Contract.

Scope of Work

Task 100 - Project Management

Objective: Facilitate scoping of tasks to efficiently complete the work necessary to achieve the objectives of Platte River Recovery Implementation Program (PRRIP) Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis Project. Detailed project scoping and budgeting shall be completed under this task. Provide Program stakeholders information on project progress. Document project progress through monthly invoices and progress reports.

Activities:

Task 101 – Develop Final Scope of Services and Fee

Task 102 - Project Management and Meetings:

- Conduct telephone and/or in-person meetings as necessary to coordinate project activities and to keep the Executive Director's Office (EDO), Technical Advisory Committee (TAC) and Governance Committee (GC) informed of project progress.

Deliverables:

- Draft and final scope of work, schedule, and budget.
- Meeting minutes from all Project Management meetings.
    - Draft minutes in Microsoft Word format provided to ED office for review/comment.
    - Final minutes in PDF format.
    - Monthly invoices to the ED office, including a summary of work completed in the current month, anticipated work for the following month, and percent complete for scope of work and budget by task.

Information/Service to be Provided by EDO Office Staff:

- Data from ongoing Program data collection efforts.
- Timely review and comments on draft scope of work, meeting minutes and related documents.

Meetings/Travel:

- Meetings to be held by telephone conference.

- Other meetings as described below.

Task Series 200 Field Monitoring Tasks

Objective: Conduct annual geomorphic and in-channel vegetation data collection and monitoring in accordance with the Channel Geomorphology and In-Channel Vegetation Monitoring Protocol (PRRIP, 2010) (hereinafter referred to as the *Monitoring* Protocol) to document trends in channel geomorphology and provide system-wide status in areal cover and elevation range of in-channel seeding and invasive vegetation.

Monitoring Area: The annual monitoring and data collection shall be conducted at 25 previously identified Anchor Points (APs) in the PRRIP habitat area, which consists of channels within an area 3.5 miles either side of the centerline of the Platte River from the junction of U.S. Highway 283 and Interstate 80 near Lexington, Nebraska, to Chapman, Nebraska (approximately 95 miles).

Timing: The monitoring shall occur during an annual low flow (ideally between 250 and 500 cfs) that typically occurs between July 1 and August 31 to maximize the amount of data available to track changes in channel topography and vegetation. Although monitoring will ideally be completed during low flows, monitoring shall be completed annually even in years when flows remain high.

Activities:

Task 201 – Field Preparation

- Prepare field plans and assemble and set up field equipment and data collection sheets and devices.

Task 202 - Bathymetric and Topographic Survey of Transects

- Bathymetric and topographic surveys shall be conducted at five transects at each of the 25 APs following procedures in Sections III.B.1 and III.B.2 of the Monitoring Protocol.

Task 203 – In-Channel Vegetation Surveys

- In-channel vegetation surveys shall be conducted at each of the 25 specified APs in accordance with Section III.C of the Monitoring Protocol.

Task 204 – Bed Material Sampling

- Bed-material sampling shall be conducted at each of the 25 specified APs in accordance with Section III.D of the Monitoring Protocol.

Task 205 –Sediment Transport Measurements

- Bed-load and depth-integrated suspended sediment sampling shall be conducted up to six times at bridge crossings near Lexington (SH-L24A/Road), Overton (SH-L24B/Road 444), Kearney (SH-44/S. 2nd Avenue), Shelton (SH-L10D/Shelton Road), and Grand Island (US-34/Schimmer Drive) in accordance with Section III.H.1 of the Monitoring Protocol.

Task 206 – Field Data Reduction

- Compile and catalog field data and field photos, organize spreadsheets and prepare database of raw data.

Deliverables: Field data and photographs (See Task 400–Reporting).

Meetings/Travel: As necessary to complete field surveys.

Task Series 300 – Data Analysis

Objective: Implement the data analysis plan to provide an analysis of the channel geomorphology and in-channel vegetation data. The analysis shall incorporate the 2014 data into the previously analyzed data from 2009 through 2013.

Activities:

Task 301 – Review and revise draft Data Analysis Plan

- Update the Draft Data Analysis Plan based on results and recommendations from the analyses performed on the 2009 through 2013 data.

Task 302 – Presentation of Data Analysis Plan

- Participate in a TAC meeting to present adjustments to proposed data analysis plan and receive TAC comments. Finalize draft data analysis plan based on TAC input.

Task 303 – Implement Data Analysis Plan

- Perform the analyses described in the revised plan. The analysis will focus primarily on data collected at the Pure Panel APs (i.e., those surveyed every year) between 2009 and 2014.

Deliverables:

- Recommended revisions to the Draft Data Analysis Plan – to be provided in MS Word Track Changes mode.
- Data analysis section of the annual report (see Task 400 – Reporting).

Meetings/Travel: TAC Meeting in Kearney, NE.

Task Series 400 - Reporting

Objective: Develop a draft (Microsoft Word) and final (Microsoft Word and PDF) annual report that includes methods, results, data analysis (as specified in the Data Analysis Plan), photographs of field work, and other associated data. Reports shall be delivered electronically to the ED Office for review and comment by the ED Office and the Program's Technical Advisory Committee (TAC). Annual monitoring data shall be uploaded to the Program's online database in a format consistent with other Program data. Prepare for and participate in the Program's annual AMP Reporting Session held in early March of each year. Preparation shall include development of an Executive Summary and presentation of annual activities and findings.

Activities:

Task 401 – Annual Report

- Prepare draft annual reports.
- Address EDO and TAC comments, and prepare final annual report.

Task 402 – Annual AMP Reporting Session[1]

- Prepare Executive Summary and presentation.
- Participate in the AMP Reporting Session.

Deliverables:

- Draft annual report.
- Final annual report addressing EDO and TAC comments on the draft report.

Meetings/Travel: None.

EXHIBIT B

HEC-RAS 1-D Steady State Model Update
Lexington to Chapman
Platte River, Nebraska

Scope of Work

Objective: Update the existing one-dimensional, steady-state HEC-RAS model of the Central Platte River from Lexington to Chapman with recently collected data. The available data includes 2012 LiDAR topography, 2012 cross sections from the Geomorphology and Vegetation Monitoring Program and various other monitoring programs being conducted by the Platte River Recovery Implementation Program (PRRIP), and 2012 aerial imagery, and PRRIP vegetation mapping.

Activities:

Task 1: Update Roughness Data

- Review land use/roughness polygons from 2009 model development and make adjustments based on current aerial photographs
- Incorporate current extent of phragmites to account for effects of the mitigation program.

Task 2: Re-cut Cross Sections with New Topography

- Use ArcMAP and HEC-GeoRAS to re-cut original cross sections against 2012 LiDAR topography.
- Incorporate available 2012 ground survey data into relevant cross sections. Data for this task will be taken from the following sources:
    - Platte River Geomorphology and Vegetation Monitoring Program
    - Elm Creek Adaptive Management Experiment
    - Shoemaker Island Adaptive Management Experiment
    - Pilot Sediment Augmentation Monitoring Program
- Apply horizontally-variable roughness values to the cross sections based on the refined vegetation/roughness polygons from Task 1.

Task 3: Cross-section Inspection

- Inspect model cross-sections to verify horizontal locations and elevations of banks stations, roughness breaks, ineffective flow areas, blocked obstructions, levees, bridge abutments and weirs.

Task 4: Calibration

- LiDAR:
  - Estimate discharge profile at the time of the LiDAR flights,
  - Cut water-surface profile from the LiDAR surface,
  - Run model for the estimated discharge profile and compare resulting water-surface profile with LiDAR profile, and
  - Make adjustments to subaqueous portion of the cross sections approximate the flow area and match LiDAR profile to a reasonable tolerance, considering the uncertainty in the LiDAR profile.

- Ground survey data: Use surveyed edge-of-water points from the various ground surveys listed under Task 2 to adjust model using the following procedure:
  - Estimate local discharge at the time of the survey,
  - Run the model for the estimated discharges,
  - Compare estimated and surveyed water-surface elevations, and
  - Adjust model input, as necessary, to match surveyed points to within a reasonable tolerance, considering the uncertainty in the discharge estimates.

- Gage Rating Curves
  - Run the model over the range of flows up to 8,000 cfs,
  - Compare predicted water-surface elevations with rating curves for the various USGS and NDNR Gages (Overton, Odessa, Kearney, Shelton and Grand Island), and
  - Adjust model input, as necessary to match the gage rating curves to within reasonable tolerance.

Task 5: Technical Memorandum

- Develop a technical memorandum describing the methods and procedures that were used to update the model, the calibration results, and special considerations with which potential users of the model should be aware.

Deliverables:

- HEC-RAS project, flow and model geometry files
- HEC-GeoRAS shapefiles
- Technical memorandum

Information/Service to be provided by Program Staff:

- Study area roughness polygons and LiDAR
- Locations of Program activities that would affect model topography and roughness, including mechanical grading and herbicide spraying.

Meetings/Travel:

- Monthly progress meetings to be held by telephone conference
- One in-person meeting in Kearney to be attended by the Tetra Tech Project Manager and Lead Hydraulic Engineer (2 people) to present and discuss the model and calibration results.

DETAILED COSTS:

The total amount for the above task shall not exceed $66,955. **Attachment 1** provides a breakdown of the costs by task.

EXHIBIT C

TETRA TECH

Year 3 (January 2014 through December 2014)

Cost Estimate for Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis, Platte River, Nebraska

Subtask	Description	Principal Engineer/ Geomorphologist	Senior Biologist	Statistical Ecologist	Licensed Surveyor	Senior Engineer/ Scientist	Engineer/ Scientist	Junior Engineer/Scientist	Staff Biologist	Staff Ecologist/ Technician	Draftsman/ Technician	Clerical	Labor Cost	Direct Costs*	Total by Task
		$242.04	$187.40	$165.55	$127.31	$121.84	$113.09	$105.45	$99.98	$93.98	$72.67	$83.59			
100	**Project Initiation and Management**	**16**	**8**			**4**						**4**	**$ 6,194**	**$ 2,321**	**$ 8,515**
101	Finalize Scope and Fee	4	2									2	$ 1,510	$ -	$ 1,510
102	Project Management and Meetings	12	6			4						2	$ 4,683	$ 2,321	$ 7,005
200	**Field Monitoring**	**50**	**48**	**4**	**24**	**32**	**728**	**184**	**368**	**488**	**744**	**28**	**$ 269,508**	**$ 101,902**	**$ 371,410**
201	Field preparation	2	8	4	8	4	16	24	24	24	8		$ 13,728	$ -	$ 13,728
202	Bathymetric and Topographic Surveys	20			16	8	416				208	5	$ 70,431	$ 24,666	$ 95,097
203	In-channel Vegetation Surveys		24						224	224	448	5	$ 80,919	$ 32,161	$ 113,080
204	Bed Material Sampling	4				4	40	40			40	5	$ 13,522	$ 30,614	$ 44,136
205	Sediment transport measurements	8				8	240			240		5	$ 53,026	$ 14,132	$ 67,157
206	Data Reduction	16	16			8	16	120	120		40	8	$ 37,882	$ 329	$ 38,211
300	**Data Analysis**	**76**	**80**	**48**		**8**	**80**	**80**	**88**	**8**	**40**	**8**	**$ 72,917**	**$ 1,738**	**$ 74,655**
301	Review and Revise Draft Data Analysis Plan	24	24	8					8	8		8	$ 13,851	$ -	$ 13,851
302	Participate in TAC Meeting	12	16										$ 5,903	$ 1,738	$ 7,641
303	Implement Data Analysis Plan	40	40	40		8	80	80	80		40		$ 53,163	$ -	$ 53,163
400	**Reporting**	**40**	**52**	**32**		**8**	**24**	**24**	**24**	**16**	**20**	**10**	**$ 37,136**	**$ 1,335**	**$ 38,472**
401	Annual Report	24	40	32		8	24	16	16	16	16	8	$ 28,913	$ 438	$ 29,351
402	Annual AMP Reporting Session**	16	12					8	8		4	2	$ 8,223	$ 898	$ 9,120
	Total Hours	182	188	84	24	52	832	288	480	512	804	50			
	TOTAL COST	**$44,051**	**$35,231**	**$13,906**	**$3,055**	**$6,336**	**$94,091**	**$30,370**	**$47,990**	**$48,118**	**$58,427**	**$4,180**	**$ 385,755**	**$ 107,297**	**$ 493,052**

*Includes G&A (14.44%)

TETRA TECH

Year 3 (January 2014 through December 2014)

Other Direct Costs for Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis, Platte River, Nebraska

Item	Unit Cost	Task 102		Task 202		Task 203		Task 204		Task 205		Task 206		Task 302		Task 401		Task 402		Total
		Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	
Airline Tickets	$400	1	$ 400.00		$ -	6	$ 2,400.00		$ -		$ -		$ -	1	$ 400.00		$ -	1	$ 400.00	$ 3,200.00
Mileage	$0.565 /mi.	700	$ 395.50	100	$ 56.50		$ -	2100	$ 1,186.50	5100	$ 2,881.50		$ -	800	$ 452.00		$ -	150	$ 84.75	$ 4,972.00
Mileage (4x4)	$1.00 /mi.	700	$ 700.00	250	$ 250.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 950.00
Lodging and per diem	$129 /day	2	$ 258.00	78	$ 10,062.00	112	$ 14,448.00	15	$ 1,935.00	48	$ 6,192.00		$ -	3	$ 387.00		$ -	2	$ 258.00	$ 33,282.00
Parking	$15 /day		$ -		$ -	3	$ 45.00		$ -		$ -		$ -	2	$ 30.00		$ -	2	$ 30.00	$ 75.00
Rental Car (including gas)	$125 /day	2	$ 250.00		$ -	28	$ 3,500.00		$ -		$ -		$ -	2	$ 250.00		$ -	1	$ 125.00	$ 4,000.00
RFK-GPS Survey Equipment (base station, 2 rovers)	$2,500 /week		$ -	3	$ 7,500.00		$ -	1	$ 2,500.00		$ -		$ -		$ -		$ -		$ -	$ 10,000.00
RFK-GPS Survey Equipment (1 rover)	$900 /week		$ -		$ -	4	$ 3,600.00		$ -		$ -		$ -		$ -		$ -		$ -	$ 3,600.00
Echo Sounder	$625 /week		$ -	1	$ 625.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 625.00
Air Boat	$250 /day		$ -	10	$ 2,500.00	15	$ 3,750.00	3	$ 750.00		$ -		$ -		$ -		$ -		$ -	$ 7,000.00
Inflatable Kayak	$50 /day		$ -	4	$ 200.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 200.00
Lab. Analysis of Bed and Bar Material Sediment Samples	$75 /sample		$ -		$ -		$ -	270	$ 20,250.00		$ -		$ -		$ -		$ -		$ -	$ 20,250.00
Lab. Analysis of Bedload Samples	$85 /sample								$ -	30	$ 2,550.00		$ -							$ 2,550.00
Lab. Analysis of Suspended Sediment Samples	$100 /sample		$ -		$ -		$ -		$ -	5	$ 500.00		$ -		$ -		$ -		$ -	$ 500.00
Expendable Field Supplies	LS				$ 250.00		$ 250.00		$ 100.00		$ 200.00				$ -		$ -		$ -	$ 800.00
Color laser prints	$0.50 /sheet		$ -	120	$ 60.00	120	$ 60.00	20	$ 10.00	20	$ 10.00	50	$ 25.00		$ -	50	$ 25.00		$ -	$ 190.00
Misc. Communications (Telephone, fax, shipping)	LS		$ 25.00		$ 50.00		$ 50.00		$ 20.00		$ 15.00		$ 15.00		$ -		$ 50.00		$ -	$ 225.00
TOTAL DIRECT COSTS			**$ 2,028.50**		**$ 21,553.50**		**$ 28,103.00**		**$ 26,751.50**		**$ 12,348.50**		**$ 287.50**		**$ 1,519.00**		**$ 382.50**		**$ 897.75**	**$ 92,974.00**

TETRA TECH

RATE SCHEDULE

Year 3 (January 2014 through December 2014)

PERSONNEL:	**Hourly Rate***
Principal Engineer/Geomorphologist	$242.04
Senior Biologist	$187.40
Statistical Ecologist	$165.55
Licensed Surveyor	$127.31
Senior Engineer/Scientist	$121.31
Engineer/Scientist	$113.09
Junior Engineer/Scientist	$105.45
Staff Biology	$ 99.98
Staff Ecologist/Technician	$ 93.98
Draftsman/Technician II	$ 72.67
Word Processor/Clerical	$ 83.59

IN HOUSE EQUIPMENT:	**Rate**
Computer Use	$1.75 per labor hour
Automobile	Approved GSA Rates for Privately Owned Vehicles
Airboat	$ 250/day
Cataraft (16-ft)	$ 100/day
Cataraft (14-ft)	$ 100/day
Jet boat (18-ft)	$ 225/day
Inflatable kayak	$ 50/day
Zodiak (9-ft)	$ 100/day
RTK GPS Equipment (base station, 2 rovers)	$2,500/week
RTK GPS Equipment (base station, 1 rover)	$ 900/week
Echosounder	$ 625/week
ADCP Unit	$1,500/week
ADCP with GPS Equipment	$3,000/week
ADCP with GPS Equipment and Echosounder	$3,500/week
Hypack	$ 60/day

IN HOUSE REPRODUCTION:	
8 ½ x 11 paper	$ 0.10/sheet
Plotter (black & white)	$5.00/sheet
Plotter (color)	$7.50/sheet

*****Hourly rates for deposition and court time associated with expert witness support will be charged at 1.5 times the indicated rate. Permit fees, processing fees, bonds, etc. will be the responsibility of the client. All other direct costs including travel, lodging, meals and incidentals for personnel, special photography, postage, delivery services, express mail, out-of-area telephone calls, printing by outside vendor, laboratory analysis, and any other services performed by outside vendor will be billed at cost plus G&A of 14.44%. Subcontract services will be charged to the client with a 10% service fee. Tetra Tech (TT) is not liable for damages caused by delays in performance of the above work, which arise from events beyond our reasonable control. TT is not responsible for damages or losses incurred through the use of studies, plans, recommendations or cost estimates in excess of the fees paid to TT for these services. Monthly progress payments shall be due and payable by the Client within 30 days after submittal of the bill for such work by TT. The progress payment shall include the portion of the fee earned based upon the percentage of work performed, as determined by TT. Payment due but unpaid within 30 days after submission of the bill shall bear interest at the rate of 1½% per month until paid. If client should fail to pay within ninety (90) days after the bill is rendered, TT shall have the right, upon seven (7) days written notice to the Client, to stop work on the project until payment of the amount owed, including all interest charges, has been received.

EXHIBIT D

ATTACHMENT 1

Cost Estimate for HEC-RAS 1-D Steady State Model Update

Lexington to Chapman, Platte River, Nebraska

2013 Update to 1-D Model Lexington to Chapman

Subtask	Description	Principal Engineer/ Geomorphologist	Senior Engineer/ Scientist	Engineer/ Scientist	Junior Engineer/Scientist	Draftsman/ Technician	Clerical	Labor Cost	Direct Costs*	Total by Task
		$228.15	$114.85	$106.61	$99.40	$68.50	$78.80			
1	Roughness/Phragmites Update	2	8	40			5	$ 6,033	$ 31	$ 6,064
2	Survey Data - GeoRAS - Cut XS	2	8	40	40	40	5	$ 12,749	$ 60	$ 12,808
3	XS Inspection	2	16	80			5	$ 11,216	$ 60	$ 11,276
4	Calibration	4	16	240			5	$ 28,729	$ 26	$ 28,755
5	Tech Memo - Kearney Meeting	4	8	40		10	8	$ 7,411	$ 641	$ 8,052
	Total Hours	14	56	440	40	50	28			
	TOTAL COST	**$3,194**	**$6,431**	**$46,906**	**$3,976**	**$3,425**	**$2,206**	**$ 66,138**	**$ 817**	**$ 66,955**

*Includes G&A (13.46%)

Other Direct Costs:

Item	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5		Total
		Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	
Lodging and per diem	$120 /day		$ -		$ -		$ -		$ -	2	$ 240.00	$ 240.00
Rental Car (including gas)	$125 /day		$ -		$ -		$ -		$ -	2	$ 250.00	$ 250.00
Xerox (8 1/2 x 11 & 11x17)	$0.10 /page	25	$ 2.50	25	$ 2.50	25	$ 2.50	25	$ 2.50	100	$ 10.00	$ 20.00
Color laser prints	$0.50 /sheet		$ -		$ -		$ -		$ -	100	$ 50.00	$ 50.00
Misc. Communications (Telephone, fax, shipping)	LS		$ 25.00		$ 50.00		$ 50.00		$ 20.00		$ 15.00	$ 160.00
TOTAL DIRECT COSTS			$ 27.50		$ 52.50		$ 52.50		$ 22.50		$ 565.00	$ 720.00
TOTAL DIRECT COSTS (with 13.46% G&A)			**$ 31.20**		**$ 59.57**		**$ 59.57**		**$ 25.53**		**$ 641.05**	**$ 816.91**

EXHIBIT E

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

Second Amendment to the Agreement between the Nebraska Community Foundation, Inc. and Tetra Tech, Inc., regarding "Platte River Geomorphology and Vegetation Monitoring and Data Analysis"

This Second Amendment to the Agreement between the Nebraska Community Foundation, Inc. ("Foundation") of Lincoln, Nebraska, representing all signatories to the Platte River Recovery Implementation Program ("Program"), and Tetra Tech, Inc. ("Consultant"), a private consultant of Fort Collins, Colorado, is made and entered into effective on the date of signing below and the final date of this Amendment will be May 1, 2014.

The purpose of this amendment is to:

(1) Compensate the Consultant for additional, unanticipated work that was necessary in order to complete the Year 1 Scope of Work for this project. The nature of the additional effort is presented in **Exhibit A** and mostly related to unanticipated challenges associated with reducing and analyzing data collected by another contractor during the first three years of monitoring.
(2) Increase the contract amount by **$54,643** for the purpose of compensating the Consultant for the additional effort discussed in Exhibit A. This will increase the total approved budget for this contract from $952,185 to **$1,006,828**. This budget increase shall be effective as of the date of this Amendment and funds will become available immediately. A detailed budget breakdown of the additional effort expended by task and labor category is included in **Exhibit B.**

Important Amendment notes:

(1) This is the Second Amendment to the Agreement. **Exhibit C** includes the Original Agreement and First Amendment.

All other terms of the original Agreement remain in effect as originally written in the Agreement dated April 23, 2012. The following parties agree to the terms of this Amendment and the original Agreement:

For the Consultant:

June 9, 2013

Robert A. Mussetter, PhD, PE
Discipline Lead
Tetra Tech, Inc.

Date

For the Foundation:

6/10/2013

Diane M. Wilson
Chief Operating Officer/Chief Financial Officer
Nebraska Community Foundation, Inc.

Date

EXHIBIT A

TETRA TECH

April 17, 2013

Mr. Jason Farnsworth
Platte River Recovery Implementation Program
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845

Re: Platte River Geomorphology and Vegetation Monitoring Program

Dear Jason,

As we discussed, Tetra Tech has experienced significant, unanticipated challenges in applying the Data Analysis Plan to the 2009, 2010 and 2011 data for the Platte River Geomorphology and Vegetation Monitoring Program. As a result, we have exceeded the available budget for this task, and we respectfully request that our 2012 budget be increased to cover the overage.

Numerous factors contributed to the challenges, including the following:

1. In general, there were many differences in how the data were collected from 2009, 2010 and 2011. Each of these differences required a substantial additional investment of time and effort well beyond what was allocated for the task. The additional time was spent identifying the differences, studying the differences sufficiently to determine whether they were reconcilable, and if reconcilable, establishing a protocol to align each data-type and/or perform the necessary conversion to make the data comparable. Prior to beginning this process, we had anticipated using lower-salaried technicians or clerical staff to perform much of the data transfer and organization; however, because of the issues with the data, higher-level staff with an understanding of the technical details were required to translate the data correctly. This issue was encountered with the bulk of the vegetation data, requiring substantial time and effort. This is in stark contrast to the effort required to perform the actual analyses, which are relatively straight-forward and mostly automated, once the data are aligned. Some specific examples of particularly large differences in the data that required additional effort are described below.
2. The 2009 data only exist in scanned versions of handwritten data sheets. Interpreting these data sheets and entering the data into spreadsheets, appropriately formatted for analysis, required considerable, unanticipated time and effort. One time-consuming issue occurred because plant species were entered into the field data sheets using a combination of short-hand names, common names, abbreviated taxonomic names, often with difficult to decipher handwriting. Furthermore, methods used and types of data collected in 2009 varied throughout the field season. For example, early on, the field survey focused primarily on the eight species of special interest but evolved to also capture other commonly encountered species. Inconsistencies in how data were collected across species and across APs required a substantial investment of time and effort to interpret the handwritten data before transferring it into suitably formatted spreadsheets for analysis. As a result, substantial time investment was needed to prepare the 2009 data for analysis, and even with this effort, the

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2009 data have limited comparability to data from the later years. While these issues were also encountered in data from other years, they were most pronounced in the 2009 data.

3. Some portions of the 2009 data had been entered into spreadsheets that were provided to Tetra Tech; however, this portion only consists of data summaries required to provide summary metrics for the annual reports. As a result, only the eight species of special interest were included in spreadsheets, and the data were combined across all APs (i.e., they were not separated by AP or transect as needed to conduct the analysis required by the Data Analysis Plan).
4. Data provided to Tetra Tech for 2010 and 2011 had been entered more comprehensively into spreadsheets and included more than the eight species of special interest and spatial detail down to the quadrat level. However, the data were entered into the spreadsheets in a style not compatible with commonly used spreadsheet-style statistical packages including Excel, Systat, and Statview. Consultation with Excel technical support and substantial data transformations performed by higher-level staff were required to convert the 2010 and 2011 data into an appropriate format to facilitate the analyses described in the Data Analysis Plan, both within each year and across years. This effort took substantial time not foreseen prior to the start of this work.
5. Certain data-types were collected differently in each of the three years. Two prominent examples include cover class and vegetation height. In 2012, both cover class and vegetation height were collected using categories split at specific intervals, as specified in the Data Collection Protocol. However, in some years, these data were collected as actual measurements (e.g., vegetation height and cover in 2009). In other years, these data were collected as categorical codes that required transformation (e.g., vegetation height and cover in 2010 and 2011), or in intervals that differed from other years (e.g., vegetation height 2011). For each of these examples, additional time and effort was required to assess differences between the data from each year and to convert each into a comparable format.
6. Species lists varied widely across years. In some cases, species were only identified to genera or growth forms (i.e, not to the species level). In addition, it was necessary to check and revise numerous species to match standard nomenclature[1]. Spelling errors in species nomenclature also required checking and correcting in order to automate searches to allow for accurate analyses. While these issues individually are not difficult to overcome, they required considerable time and effort by experienced botonists to to align the species lists for across year comparisons.
7. Year-to-year differences in the data sets associated with the above issues will likely reduce the accuracy of trend analyses. Specific examples are as follows:
    a. Several species that were commonly encountered during the 2012 field season were not included in the 2009 and 2010 data (the 2011 data are most consistent with the 2012 data in this regard). A review of past summary reports suggests that the proportion of species that were documented each year increased, a common trend in the first few years of most habitat studies. However, as the apparent changes in methods were not documented, it is not possible to rule out the possibility that across-year differences are due to sampling differences rather than actual changes in vegetation.

[1] A number of species have been renamed in recent years as more accurate genetic testing has spurred more accurate classification and naming. USDA is typically recognized as overseeing the most current taxonomy nomenclature. USDA nomenclature was used for the 2012 data collection and will be the standard nomenclature used in this study.

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b. Community types noted as regularly occurring during the 2012 survey were not documented in the 2009, 2010 and 2011 data sets. While the hydrologic conditions were very different in 2012, much longer than four years is required for these community types to establish; thus, it is likely that the many of the community types were actually present in prior years but were not quantified. Because of this, across year comparisons that involve communities may not be appropriate at this time.

c. Other minor components quantified in 2012, such as percent bare ground and percent dead organic matter, were not quantified in prior years of the survey, preventing across years analyses from being performed. These data-gaps are not high priorities, but will reduce comparability of important metrics across years.

In spite of the above issues, the data have, with one exception, now been organized, reduced and the relevant metrics are included in the 2012 draft report. The exception involves the vegetation height data. The 2010, 2011 and 2012 data have been reduced and organized. However, after considerable effort, we have concluded that, while these data were collected in accordance with the protocol, it may not be possible to quantify the relevant Whooping Crane performance metrics in a defensible manner with the available data. After studying this issue in some detail, we believe that a direct field measurement of the relevant unobstructed sight distance can be made relatively easily in the field. We would like to discuss this and other field sampling issues with you in more detail prior to the start of the 2013 field season, and obtain your concurrence with the modified approach going forward.

At the time we provided the budget for this portion of the 2012 work, we believed that the general budget guidelines that you provided to us for this task would be tight but adequate, based largely on an incomplete understanding of the status of the 2009 through 2011 data. As you are no doubt aware, the data sets are very large and complex (25 APs were sampled per year, seven vegetation transects per AP, quadrats at 10- to 15-m spacing total 5,000 to 7,000 quadrats per year, and up to 18 plant species and cover classes were identified per quadrat). For the reasons stated above, it was necessary to manually assess the details of a significant portion of these data sets. The geomorphic data sets were significantly easier to work with than the vegetation data sets. However, due to the sheer size of the combined data sets, the amount of effort required to quantify the 28^{+} individual metrics, once the data sets were aligned, was considerably greater than envisioned at the time the budget was established. In considering this request for additional budget, it is important to note that we have completed the necessary work on essentially all of the 2009 through 2011 data sets; it should be possible to complete the data analysis going forward much more efficiently. In addition, we have identified a number of weaknesses in the data collection protocol through this work that can be overcome in future years to further improve the efficiency with which the data can be analyzed.

The authorized budget for Task 303 (Implement Data Analysis Plan) was $66,502. At this time, we have exceeded the total authorized budget for Year 1 of our contract by $54,643 in overcoming the above issues. The approximate percentage of effort applied to each of the seven issues noted above is as follows:

1. Item 1 – Identifying and rectifying differences among data sheets: 20%
2. Items 2 and 3 - Transferring data from field data sheets: 20%
3. Item 4 – Consistent formatting of spreadsheets for analysis: 20%
4. Item 5 – Issues with vegetation height data: 10%
5. Item 6 – Rectifying species lists and field sheets: 15%
6. Item 7 – Aligning data sets for trend analysis: 15%

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Based on the above information, we respectfully request that our Year 1 budget be increased by $54,230.

As always, please call me if you need more information or would like to discuss this in more detail. Thanks very much for your consideration and patience.

Sincerely,

TETRA TECH, INC.

Robert A. Mussetter, PhD, PE
Program Manager

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EXHIBIT B

	Task	Principal Engineer/ Geomorphologist	Senior Biologist	Statistical Ecologist	Senior Engineer / Scientist	Engineer / Scientist	Junior Engineer /Scientist	Staff Biologist	Staff Ecologist / Technician	Draftsman/Technician	Clerical	Cost
Budget												
		$228.15	$176.65	$156.05	$114.85	$106.61	$99.40	$94.25	$88.58	$68.50	$78.80	
205	Sediment transport measurements	8.0			8.0		240.0		240.0		5.0	$ 48,252
303	Implement Data Analysis Plan											
303	Geomorph Metrics	25.5	0.0	56.0	22.0	0.0	33.0	0.0	0.0	75.5	0.0	$ 25,534
303	Vegetation Metrics	3.0	38.0	56.0	0.0	0.0	22.0	112.0	0.0	176.5	0.0	$ 40,967
	Subtotal (Task 303)	28.5	38.0	112.0	22.0		55.0	112.0		252.0		$ 66,502
	Subtotal (Tasks 205, 303)	**36.5**	**38.0**	**112.0**	**30.0**	**0.0**	**295.0**	**112.0**	**240.0**	**252.0**	**5.0**	**$ 114,754**
		Approximate Allocation of Task 303 Hours										
303	Geomorph Metrics	90%		50%	100%	80%	60%			30%	50%	
303	Vegetation Metrics	10%	100%	50%		20%	40%	100%	100%	70%	50%	
Actuals												
205	Sediment transport measurements	8.0			69.5		75.0				5.0	$ 17,655
303	Geomorphology Metrics	26.0		8.0	16.0	43.0	160.0	76.0		5.0		$ 37,010
303	Vegetation Metrics											
Item 1	Identifying and rectifying differences among data sheets	4.0	4.0		0.0	1.0	80.0	119.0				**$ 20,893**
Items 2 and 3	Transferring data from field data sheets		2.0		0.0	1.0	80.0	119.0		2.0		**$ 19,764**
Item 4	Consistent formatting of spreadsheets for analysis	2.0	2.0		0.0	1.0	80.0	119.0		4.0		**$ 20,357**
Item 5	Issues with vegetation height data	8.0	4.0		8.0	1.0	40.0	59.5				**$ 13,140**
Item 6	Rectifying species lists and field sheets		8.0		0.0	1.0	60.0	89.0				**$ 15,871**
Item 7	Aligning data sets for trend analysis		8.0		0.0	1.0	60.0	89.0				**$ 15,871**
	Analyzing data	8.0	12.0	16.0	4.0	4.0		16.0				**$ 8,835**
	Subtotal Veg Metrics	22.0	40.0	16.0	12.0	10.0	400.0	610.5		6.0		$ 114,732
	Subtotal	**56.0**	**40.0**	**24.0**	**97.5**	**53.0**	**635.0**	**686.5**	**0.0**	**11.0**	**5.0**	**$ 169,397**
Difference (Actual-Budget)												
205	**Sediment transport measurements**	0.0	0.0	0.0	61.5	0.0	-165.0	0.0	-240.0	0.0	0.0	$ (30,596)
303	Geomorph Metrics	0.5	0.0	-48.0	-6.0	43.0	127.0	76.0	0.0	-70.5	0.0	$ 11,476
303	Vegetation Metrics	19.0	2.0	-40.0	12.0	10.0	378.0	498.5	0.0	-170.5	0.0	$ 73,764
	Subtotal											**$ 54,643**

EXHIBIT C

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Nebraska Community Foundation, Inc.
PO Box 83107
Lincoln, NE 68501-3107
TIN# 47-0769903

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

Contract between Nebraska Community Foundation, Inc., Platte River Recovery Implementation Program, and Tetra Tech, Inc.

Platte River Geomorphology and Vegetation 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 Tetra Tech, 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 Dr. Robert Mussetter 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 May 2, 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 shall not exceed four hundred seventy four thousand and four hundred forty nine dollars ($474,449.00).

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

Task	Estimated Cost
Task 100 (Project Initiation and Management)	$ 7,651
Task 200 (Field Monitoring)	$355,515
Task 300 (Data Analysis)	$ 83,595
Task 400 (Reporting)	$ 27,688
Total Project Cost	**$474,449**

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

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

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

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

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

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

5. Responsibilities of Consultant.

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

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

C. Subcontracts.

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

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

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

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

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

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

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

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

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

6. Responsibilities of the Program.

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

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

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

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

7. **Special Provisions.**

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

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

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

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

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

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

8. **General Provisions.**

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

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

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

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

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

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

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

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

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

J. Conflicts of Interest

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

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

K. Entirety of Contract. This Contract, consisting of *Twelve (12)* pages, Exhibit A, consisting of *Seven (7)* pages, Exhibit B, consisting of *Two (2)* pages, Exhibit C, consisting of *One (1)* page, and Exhibit D, 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

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

Technical Point of Contact (Program):
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Platte River Recovery Implementation Prog.
Headwaters Corporation
2727 Bryant St., Suite 210
Denver, CO 80211
Phone: (720) 524-6115
Fax: (720) 524-6347
Email: smiths@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
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Fax: (308) 237-4651
Email: barronb@headwaterscorp.com

Administrative Point of Contact (Consultant):
Bonnie Vail
Tetra Tech, Inc.
3801 Automation Way, Suite 100
Fort Collins, CO 80525
Phone: (970) 223-9600
Fax: (970) 223-7171
Email: Bonnie.Vail@tetratech.com

Technical Point of Contact (Consultant):
Robert Mussetter, PhD, P.E.
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Fort Collins, CO 80525
Phone: (970) 223-9600
Fax: (970) 223-7171
Email: Bob.Mussetter@tetratech.com

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10. **<u>Signatures</u>.** 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

5/04/2012
Diane M. Wilson
Chief Financial and Administrative Officer
Date

TETRA TECH, INC.

May 1, 2012
Robert Mussetter, PhD, P.E.
Date

EXHIBIT "A"
SCOPE OF SERVICES

A. PROJECT DESCRIPTION

1. Location: *approximately 98 miles of the Platte River from River Mile 254.5 (near Lexington) to River Mile 156.5 (near Chapman)*

2. Purpose: *System-level geomorphic and vegetation monitoring and data analysis for the Platte River.*

3. History: *The Platte River Recovery Implementation Program (Program) was initiated on January 1, 2007 between Nebraska, Wyoming, Colorado, and the Department of the Interior to address endangered species issues in the central and lower Platte River basin. The Program's management objectives are to 1) improve survival of whooping cranes during migration, 2) improve least tern and piping plover production, and 3) avoid adverse impacts on pallid sturgeon in the Lower Platte River. The data and analyses to be completed for this geomorphic and vegetation monitoring and data analysis project will be used to answer Program questions and hypotheses regarding alternative Program management actions to meet the Program's management objectives.*

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** "Final Scope of Services"

EXHIBIT A

Final Scope of Services

Year 1 (May 2012 through December 2012)

Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis, Platte River, Nebraska

The following tasks shall be completed by Tetra Tech, Inc. in accordance with the Budget (**Exhibit B**), Hourly Rate and Reimbursable Expenses Price Schedule 2012 (**Exhibit C**) and Project Timeline (**Exhibit D**) during the first year (May 2012 through December 2012) of the Platte River Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis Contract. The scope of work, budget and schedule for each succeeding year of the contract term will be developed in consultation with the Program during the prior year activities.

Scope of Work

Task 100 - Project Management

Objective: Facilitate scoping of tasks to efficiently complete the work necessary to achieve the objectives of Platte River Recovery Implementation Program (PRRIP) Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis Project. Detailed project scoping and budgeting shall be completed under this task. Provide Program stakeholders information on project progress. Document project progress through monthly invoices and progress reports.

Activities:

Task 101 – Develop Final Scope of Services and Fee

Task 102 - Project Management and Meetings:

- Conduct telephone and/or in-person meetings as necessary to coordinate project activities and to keep the Executive Director's Office (EDO), Technical Advisory Committee (TAC) and Governance Committee (GC) informed of project progress.

Deliverables:

- Draft and final scope of work, schedule, and budget.
- Meeting minutes from all Project Management meetings.
    - Draft minutes in Microsoft Word format provided to ED office for review/comment.
    - Final minutes in PDF format.
    - Monthly invoices to the ED office, including a summary of work completed in the current month, anticipated work for the following month, and percent complete for scope of work and budget by task.

Information/Service to be Provided by EDO Office Staff:

- Data from ongoing Program data collection efforts.
- Timely review and comments on draft scope of work, meeting minutes and related documents.

Meetings/Travel:

- Meetings to be held by telephone conference.
- Other meetings as described below.

Task Series 200 Field Monitoring Tasks

Objective: Conduct annual geomorphic and in-channel vegetation data collection and monitoring in accordance with the Channel Geomorphology and In-Channel Vegetation Monitoring Protocol (PRRIP, 2010) (hereinafter referred to as the *Monitoring* Protocol) to document trends in channel geomorphology and provide system-wide status in areal cover and elevation range of in-channel seeding and invasive vegetation.

Monitoring Area: The annual monitoring and data collection shall be conducted at 25 previously identified Anchor Points (APs) in the PRRIP habitat area, which consists of channels within an area 3.5 miles either side of the centerline of the Platte River from the junction of U.S. Highway 283 and Interstate 80 near Lexington, Nebraska, to Chapman, Nebraska (approximately 95 miles).

Timing: The monitoring shall occur during an annual low flow (ideally between 250 and 500 cfs) that typically occurs between July 1 and August 31 to maximize the amount of data available to track changes in channel topography and vegetation. Although monitoring will ideally be completed during low flows, monitoring shall be completed annually even in years when flows remain high.

Activities: **Task 201 – Field Preparation**

- Prepare field plans and assemble and set up field equipment and data collection sheets and devices.

Task 202 - Bathymetric and Topographic Survey of Transects

- Bathymetric and topographic surveys shall be conducted at three transects at each of the 25 APs following procedures in Sections III.B.1. and III.B.2. of the Monitoring Protocol.

Task 203 – In-Channel Vegetation Surveys

- In-channel vegetation surveys shall be conducted at each of the 25 specified APs in accordance with Section III.C. of the Monitoring Protocol.

Task 204 – Bed Material Sampling

- Bed-material sampling shall be conducted at each of the 25 specified APs in accordance with Section III.D. of the Monitoring Protocol.

Task 205 –Sediment Transport Measurements

- Bed-load and depth-integrated suspended sediment sampling shall be conducted up to six times at bridge crossings near Lexington (SH-L24A/Road), Overton (SH-L24B/Road 444), Kearney (SH-44/S. 2nd Avenue), Shelton (SH-L10D/Shelton Road), and Grand Island (US-34/Schimmer Drive) in accordance with Section III.H.1. of the Monitoring Protocol.

Task 206 – Field Data Reduction

- Compile and catalog field data and field photos, organize spreadsheets and prepare database of raw data.

Deliverables: Field data and photographs (See Task 400 – Reporting).

Meetings/Travel: As necessary to complete field surveys.

Task Series 300 – Data Analysis

Objective: Review and recommend revisions to the draft Data Analysis Plan that has been developed by the ED Office and the previous contractor, as appropriate, and implement the final plan to provide an analysis of the channel geomorphology and in-channel vegetation data. The analysis shall be performed on both the previously collected 2009, 2010 and 2011 data and the data to be collected in 2012 under this contract.

Activities: **Task 301 – Review and revise draft Data Analysis Plan**

- Review the draft plan and provide recommendations to the ED Office on appropriate revisions, focusing on analytical methods that will directly answer key Program questions and test relevant Program hypotheses.

Task 302 – Presentation of Data Analysis Plan

- Participate in TAC meeting to present proposed data analysis plan and receive TAC comments. Finalize draft data analysis plan based on TAC input.

Task 303 – Implement Data Analysis Plan

- Perform the analyses described in the revised plan. During Year 1 activities, the data analysis will include the previously collected 2009, 2010 and 2011 data. Multivariate analysis will not be performed during Year 1.

Deliverables:

- Recommended revisions to the Draft Data Analysis Plan – to be provided in MS Word Track Changes mode.
- Data analysis section of the annual report (see Task 400 – Reporting).

Meetings/Travel: One TAC meeting in Kearney, Nebraska.

Task Series 400 - Reporting

Objective: Develop a draft (Microsoft Word) and final (Microsoft Word and PDF) annual report that includes methods, results, data analysis (as specified in the Data Analysis Plan), photographs of field work, and other associated data. Reports shall be delivered electronically to the ED Office for review and comment by the ED Office and the Program's Technical Advisory Committee (TAC). Annual monitoring data shall be uploaded to the Program's online database in a format consistent with other Program data. Prepare for and participate in the Program's annual AMP Reporting Session held in early March of each year[1]. Preparation shall include development of an Executive Summary and presentation of annual activities and findings.

Activities:

Task 401 – Annual Report

- Prepare draft annual reports.
- Address EDO and TAC comments, and prepare final annual report.

Task 402 – Annual AMP Reporting Session[1]

- Prepare Executive Summary and presentation.
- Participate in the AMP Reporting Session.

Deliverables:

- Draft annual report.
- Final annual report addressing EDO and TAC comments on the draft report.

Meetings/Travel: None.

[1] Participation in the annual AMP Reporting Session, typically held in March, is anticipated. Cost to prepare and participate is not included in the Year 1 budget.

TETRA TECH

EXHIBIT B

Year 1 (May 2012 through December 2012)

Cost Estimate for Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis, Platte River, Nebraska

Subtask	Description	Principal Engineer/ Geomorphologist	Senior Biologist	Statistical Ecologist	Licensed Surveyor	Senior Engineer/ Scientist	Engineer/ Scientist	Junior Engineer/Scientist	Staff Biologist	Staff Ecologist/ Technician	Draftsman/ Technician	Clerical	Labor Cost	Direct Costs*	Total by Task
		$228.15	$176.65	$156.05	$120.00	$114.85	$106.61	$99.40	$94.25	$88.58	$68.50	$78.80			
100	**Project Initiation and Management**	**14**	**8**			**4**						**4**	**$ 5,382**	**$ 2,269**	**$ 7,651**
101	Finalize Scope and Fee	4	4									2	$ 1,777	$ -	$ 1,777
102	Project Management and Meetings	10	4			4						2	$ 3,605	$ 2,269	$ 5,874
200	**Field Monitoring**	**38**	**36**	**4**	**24**	**34**	**312**	**608**	**368**	**544**	**880**	**28**	**$ 261,482**	**$ 94,033**	**$ 355,515**
201	Field preparation	2	8	4	8	4	16	24	24	24	8		$ 12,940	$ -	$ 12,940
202	Bathymetric and Topographic Surveys	20			16	10	230	230			230	5	$ 71,159	$ 22,431	$ 93,590
203	In-channel Vegetation Surveys		24						280	280	560	5	$ 94,182	$ 29,380	$ 123,562
204	Bed Material Sampling	4				4	50	50			50	5	$ 15,491	$ 28,461	$ 43,952
205	Sediment transport measurements	8				8		240		240		5	$ 48,252	$ 13,434	$ 61,686
206	Data Reduction	4	4			8	16	64	64		32	8	$ 19,459	$ 326	$ 19,785
300	**Data Analysis**	**53**	**62**	**136**		**22**	**8**	**67**	**112**		**252**	**2**	**$ 82,165**	**$ 1,430**	**$ 83,595**
301	Review and Revise Draft Data Analysis Plan	12	8	24			8	12				2	$ 10,099	$ -	$ 10,099
302	Participate in TAC Meeting	12	16										$ 5,564	$ 1,430	$ 6,994
303	Implement Data Analysis Plan	29	38	112		22		55	112		252		$ 66,502	$ -	$ 66,502
400	**Reporting**	**24**	**40**	**32**		**8**	**24**	**16**	**16**	**16**	**16**	**8**	**$ 27,254**	**$ 434**	**$ 27,688**
401	Annual Report	24	40	32		8	24	16	16	16	16	8	$ 27,254	$ 434	$ 27,688
402	Annual AMP Reporting Session**												$ -		$ -
	Total Hours	129	146	172	24	68	344	691	496	560	1148	42			
	TOTAL COST	**$29,317**	**$25,790**	**$26,841**	**$2,880**	**$7,809**	**$36,672**	**$68,682**	**$46,746**	**$49,605**	**$78,632**	**$3,309**	**$ 376,283**	**$ 98,166**	**$ 474,449**

*Includes G&A (13.46%)

** Particiaption in the annual AMP Reporting Session, typically held in March, is anticipated. Cost of preparation and participation is not included in the Year 1 budget.

TETRA TECH

EXHIBIT B (CONTINUED)

Year 1 (May 2012 through December 2012)

Other Direct Costs for Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis, Platte River, Nebraska

Item	Unit Cost	Task 100		Task 202		Task 203		Task 204		Task 205		Task 206		Task 302		Task 401		Total w/ 13.46% OH Mark-up
		Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	
Airline Tickets	$400	1	$ 400.00		$ -	3	$ 1,200.00		$ -		$ -		$ -	1	$ 400.00		$ -	$ 2,269.20
Mileage	$0.550 /mi.	700	$ 385.00	100	$ 55.00		$ -	2100	$ 1,155.00	5100	$ 2,805.00		$ -	400	$ 220.00		$ -	$ 5,241.85
Mileage (4x4)	$1.00 /mi.	700	$ 700.00	250	$ 250.00		$ -		$ -		$ -		$ -		$ -		$ -	$ 1,077.87
Lodging and per diem	$120 /day	2	$ 240.00	69	$ 8,280.00	112	$ 13,440.00	15	$ 1,800.00	48	$ 5,760.00		$ -	3	$ 360.00		$ -	$ 33,901.85
Parking	$15 /day		$ -		$ -	3	$ 45.00		$ -		$ -		$ -	2	$ 30.00		$ -	$ 85.10
Rental Car (including gas)	$125 /day	2	$ 250.00		$ -	28	$ 3,500.00		$ -		$ -		$ -	2	$ 250.00		$ -	$ 4,538.40
RFK-GPS Survey Equipment (base station, 2 rovers)	$2,500 /week		$ -	3	$ 7,500.00		$ -	1	$ 2,500.00		$ -		$ -		$ -		$ -	$ 11,346.00
RFK-GPS Survey Equipment (1 rover)	$900 /day		$ -		$ -	4	$ 3,600.00		$ -		$ -		$ -		$ -		$ -	$ 4,084.56
Echo Sounder	$625 /day		$ -	1	$ 625.00		$ -		$ -		$ -		$ -		$ -		$ -	$ 709.13
Air Boat	$250 /day		$ -	10	$ 2,500.00	15	$ 3,750.00	3	$ 750.00		$ -		$ -		$ -		$ -	$ 7,942.20
Inflatable Kayak	$50 /week		$ -	4	$ 200.00		$ -		$ -		$ -		$ -		$ -		$ -	$ 226.92
Lab. Analysis of Bed and Bar Material Sediment Sam	$75 /sample		$ -		$ -		$ -	250	$ 18,750.00		$ -		$ -		$ -		$ -	$ 21,273.75
Lab. Analysis of Bedload Samples	$85 /sample								$ -	30	$ 2,550.00		$ -					$ 2,893.23
Lab. Analysis of Suspended Sediment Samples	$100 /sample		$ -		$ -		$ -		$ -	5	$ 500.00		$ -		$ -		$ -	$ 567.30
Expendable Field Supplies	LS				$ 250.00		$ 250.00		$ 100.00		$ 200.00				$ -		$ -	$ 907.68
Color laser prints	$0.50 /sheet		$ -	120	$ 60.00	120	$ 60.00	20	$ 10.00	20	$ 10.00	50	$ 25.00		$ -	50	$ 25.00	$ 215.57
Misc. Communications (Telephone, fax, shipping)	LS		$ 25.00		$ 50.00		$ 50.00		$ 20.00		$ 15.00		$ 15.00		$ -		$ 50.00	$ 255.29
TOTAL DIRECT COSTS			**$ 2,000.00**		**$ 19,770.00**		**$ 25,895.00**		**$ 25,085.00**		**$11,840.00**		**$ 287.50**		**$ 1,260.00**		**$ 382.50**	**$ 98,165.59**

TETRA TECH

EXHIBIT C

Year 1 (May 2012 through December 2012)

RATE SCHEDULE

PERSONNEL:	Hourly Rate*
Principal Engineer/Geomorphologist	$228.15
Senior Biologist	$176.65
Statistical Ecologist	$156.05
Licensed Surveyor	$120.00
Senior Engineer/Scientist	$114.85
Engineer/Scientist	$106.61
Junior Engineer/Scientist	$99.40
Staff Biology	$94.25
Staff Ecologist/Technician	$88.58
Draftsman/Technician II	$68.50
Word Processor/Clerical	$78.80

IN HOUSE EQUIPMENT:	Rate
Computer charges	$1.64 per labor hour
Truck (4 x 4)	$1.00/mile
Automobile	Approved GSA Rates for Privately Owned Vehicles
Boat (16-ft inflatable)	$125.00/day
Jet boat (18-ft)	$225.00/day
Inflatable kayak	$10.00/day
Level & Sonic Sounder	$10.00/day
RTK GPS equipment	$1,800/week
Echosounder	$625/week
ADCP Unit	$1,500/week
ADCP with GPS equipment	$3,000/week
ADCP with GPS equipment and Echosounder	$3,500/week
Total Station	$10.00/hour
Current Meter	$50.00/day
Water Quality Meter	$30.00/day

IN HOUSE REPRODUCTION:	
8 ½ x 11 paper	$ 0.10/sheet
Plotter (black & white)	$5.00/sheet
Plotter (color)	$7.50/sheet

*Hourly rates for deposition and court time associated with expert witness support will be charged at 1.5 times the indicated rate. Permit fees, processing fees, bonds, etc. will be the responsibility of the client. All other direct costs including travel, lodging, meals and incidentals for personnel, special photography, postage, delivery services, express mail, out-of-area telephone calls, printing by outside vendor, laboratory analysis, and any other services performed by outside vendor will be billed at cost plus G&A of 13.46%. Subcontract services will be charged to the client with a 10% service fee. Tetra Tech (TT) is not liable for damages caused by delays in performance of the above work, which arise from events beyond our reasonable control. TT is not responsible for damages or losses incurred through the use of studies, plans, recommendations or cost estimates in excess of the fees paid to TT for these services. Monthly progress payments shall be due and payable by the Client within 30 days after submittal of the bill for such work by TT. The progress payment shall include the portion of the fee earned based upon the percentage of work performed, as determined by TT. Payment due but unpaid within 30 days after submission of the bill shall bear interest at the rate of 1½% per month until paid. If client should fail to pay within ninety (90) days after the bill is rendered, TT shall have the right, upon seven (7) days written notice to the Client, to stop work on the project until payment of the amount owed, including all interest charges, has been received.

TETRA TECH

EXHIBIT D

Year 1 (May 2012 through December 2012)

Project Timeline

Subtask	Description	May				June				July				August				September				October				November				December			
100	**Project Initiation and Management**																																
101	Finalize Scope and Fee																																
102	Project Manatement and Meetings																																
200	**Field Monitoring**																																
201	Bathymetric and Topographic Surveys																																
202	In-channel Vegetation Surveys																																
203	Bed Material Sampling																																
204	Sediment transport measurements			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
205	Data Reduction																																
300	**Data Analysis**																																
301	Review and Revise Draft Data Analysis Plan																																
302	Participate in TAC Meeting					2																											
303	Implement Data Analysis Plan						3	3	3	3	3	3	3	3	3	3	3																
400	**Reporting**																																
401	Annual Report																																
402	Annual AMP Reporting Session**																																

1 Up to 6 sets of measurements in accordance with Section III.H.1. of the Monitoring Protocol. Specific timing dependent on flow levels.

2 Meeting has not been scheduled at this time.

3 Evaluation of 2009, 2010, and 2011 data sets.

Delivery of draft annual report and associated database and photos.

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

First Amendment to the Agreement between the Nebraska Community Foundation, Inc. and Tetra Tech, Inc., regarding "Platte River Geomorphology and Vegetation Monitoring and Data Analysis"

This First Amendment to the Agreement between the Nebraska Community Foundation, Inc. ("Foundation") of Lincoln, Nebraska, representing all signatories to the Platte River Recovery Implementation Program ("Program"), and Tetra Tech, Inc. ("Consultant"), a private consultant of Fort Collins, Colorado, is made and entered into effective on the date of signing below and the final date of this Amendment will be May 1, 2014.

The purpose of this amendment is to:

(1) Expand the Scope of Work to include the second year of system-scale geomorphology and vegetation monitoring and data analysis anticipated under the original contract. This Scope of Work, presented in **Exhibit A**, will commence after January 1, 2013 and be completed by May 1, 2014.
(2) Increase the contract amount by **$477,736** for the purpose of funding the work to be completed in Exhibit A. This will increase the total approved budget for this contract from $474,449 to **$952,185**. This budget increase shall be effective as of the date of this Amendment and funds will become available on January 1, 2013 if the 2013 budget is approved by the GC. The detailed Amendment 1 budget, and Consultant rate schedule, and project schedule are presented in **Exhibit B**.

Important Amendment notes:

(1) This is the First Amendment to the Agreement. **Exhibit C** includes the Original Agreement.
(2) The agreement is conceived as a four-year monitoring and data analysis commitment. The Consultant will provide professional services under this Amendment for the second year of the project, which extends through May 1, 2014. General work items include geomorphology and vegetation monitoring and data analysis, and participation in the annual AMP reporting session that will be held in the spring of 2014.
(3) The funds authorized by this Amendment in the amount of **$477,736** will only be utilized if approved by the Governance Committee in the Program FY 2013 budget. A Notice to Proceed will be given to the Consultant by the Executive Director's Office in January of 2013 if the budget is approved.

All other terms of the original Agreement remain in effect as originally written in the Agreement dated April 23, 2012. The following parties agree to the terms of this Amendment and the original Agreement:

For the Consultant:

Dec 7, 2012

Robert A. Mussetter, PhD, PE
Discipline Lead
Tetra Tech, Inc.

Date

For the Foundation:

12/11/2012

Diane M. Wilson
Chief Operating Officer/Chief Financial Officer
Nebraska Community Foundation, Inc.

Date

EXHIBIT A

EXHIBIT A

Final Scope of Services

Year 2 (January 2013 through December 2013)

Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis, Platte River, Nebraska

The following tasks shall be completed by Tetra Tech, Inc. in accordance with the Budget (**Exhibit B**), Hourly Rate and Reimbursable Expenses Price Schedule 2012 (**Exhibit C**) and Project Timeline (**Exhibit D**) during the first year (May 2012 through December 2012) of the Platte River Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis Contract. The scope of work, budget and schedule for each succeeding year of the contract term will be developed in consultation with the Program during the prior year activities.

Scope of Work

Task 100 - Project Management

Objective: Facilitate scoping of tasks to efficiently complete the work necessary to achieve the objectives of Platte River Recovery Implementation Program (PRRIP) Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis Project. Detailed project scoping and budgeting shall be completed under this task. Provide Program stakeholders information on project progress. Document project progress through monthly invoices and progress reports.

Activities:

Task 101 – Develop Final Scope of Services and Fee

Task 102 - Project Management and Meetings:

- Conduct telephone and/or in-person meetings as necessary to coordinate project activities and to keep the Executive Director's Office (EDO), Technical Advisory Committee (TAC) and Governance Committee (GC) informed of project progress.

Deliverables:

- Draft and final scope of work, schedule, and budget.
- Meeting minutes from all Project Management meetings.
  - Draft minutes in Microsoft Word format provided to ED office for review/comment.
  - Final minutes in PDF format.
  - Monthly invoices to the ED office, including a summary of work completed in the current month, anticipated work for the following month, and percent complete for scope of work and budget by task.

Information/Service to be Provided by EDO Office Staff:

- Data from ongoing Program data collection efforts.
- Timely review and comments on draft scope of work, meeting minutes and related documents.

Meetings/Travel:

- Meetings to be held by telephone conference.
- Other meetings as described below.

Task Series 200 Field Monitoring Tasks

Objective: Conduct annual geomorphic and in-channel vegetation data collection and monitoring in accordance with the Channel Geomorphology and In-Channel Vegetation Monitoring Protocol (PRRIP, 2010) (hereinafter referred to as the *Monitoring* Protocol) to document trends in channel geomorphology and provide system-wide status in areal cover and elevation range of in-channel seeding and invasive vegetation.

Monitoring Area: The annual monitoring and data collection shall be conducted at 25 previously identified Anchor Points (APs) in the PRRIP habitat area, which consists of channels within an area 3.5 miles either side of the centerline of the Platte River from the junction of U.S. Highway 283 and Interstate 80 near Lexington, Nebraska, to Chapman, Nebraska (approximately 95 miles).

Timing: The monitoring shall occur during an annual low flow (ideally between 250 and 500 cfs) that typically occurs between July 1 and August 31 to maximize the amount of data available to track changes in channel topography and vegetation. Although monitoring will ideally be completed during low flows, monitoring shall be completed annually even in years when flows remain high.

Activities: **Task 201 – Field Preparation**

- Prepare field plans and assemble and set up field equipment and data collection sheets and devices.

Task 202 - Bathymetric and Topographic Survey of Transects

- Bathymetric and topographic surveys shall be conducted at three transects at each of the 25 APs following procedures in Sections III.B.1. and III.B.2. of the Monitoring Protocol.

Task 203 – In-Channel Vegetation Surveys

- In-channel vegetation surveys shall be conducted at each of the 25 specified APs in accordance with Section III.C. of the Monitoring Protocol.

Task 204 – Bed Material Sampling

- Bed-material sampling shall be conducted at each of the 25 specified APs in accordance with Section III.D. of the Monitoring Protocol.

Task 205 –Sediment Transport Measurements

- Bed-load and depth-integrated suspended sediment sampling shall be conducted up to six times at bridge crossings near Lexington (SH-L24A/Road), Overton (SH-L24B/Road 444), Kearney (SH-44/S. 2nd Avenue), Shelton (SH-L10D/Shelton Road), and Grand Island (US-34/Schimmer Drive) in accordance with Section III.H.1. of the Monitoring Protocol.

Task 206 – Field Data Reduction

- Compile and catalog field data and field photos, organize spreadsheets and prepare database of raw data.

Deliverables: Field data and photographs (See Task 400 – Reporting).

Meetings/Travel: As necessary to complete field surveys.

Task Series 300 – Data Analysis

Objective: Implement the data analysis plan to provide an analysis of the channel geomorphology and in-channel vegetation data. The analysis shall incorporate the 2013 data into the previously analyzed data from 2009, 2010, 2011 and 2012.

Activities: **Task 301 – Review and revise draft Data Analysis Plan**

- NO activity; completed in Year 1.

Task 302 – Presentation of Data Analysis Plan

- Participate in TAC meeting to present proposed data analysis plan and receive TAC comments. Finalize draft data analysis plan based on TAC input.

Task 303 – Implement Data Analysis Plan

- Perform the analyses described in the revised plan. During Year 1 activities, the data analysis will include the previously collected 2009, 2010 and 2011 data. Multivariate analysis will not be performed during Year 1.

Deliverables:

- Recommended revisions to the Draft Data Analysis Plan – to be provided in MS Word Track Changes mode.
- Data analysis section of the annual report (see Task 400 – Reporting).

Meetings/Travel: TAC Meeting in Kearney, NE.

Task Series 400 - Reporting

Objective: Develop a draft (Microsoft Word) and final (Microsoft Word and PDF) annual report that includes methods, results, data analysis (as specified in the Data Analysis Plan), photographs of field work, and other associated data. Reports shall be delivered electronically to the ED Office for review and comment by the ED Office and the Program's Technical Advisory Committee (TAC). Annual monitoring data shall be uploaded to the Program's online database in a format consistent with other Program data. Prepare for and participate in the Program's annual AMP Reporting Session held in early March of each year[1]. Preparation shall include development of an Executive Summary and presentation of annual activities and findings.

[1] Participation in the annual AMP Reporting Session, typically held in March, is anticipated. Cost to prepare and participate is not included in the Year 2 budget.

Activities:

Task 401 – Annual Report

- Prepare draft annual reports.
- Address EDO and TAC comments, and prepare final annual report.

Task 402 – Annual AMP Reporting Session[1]

- Prepare Executive Summary and presentation.
- Participate in the AMP Reporting Session.

Deliverables:

- Draft annual report.
- Final annual report addressing EDO and TAC comments on the draft report.

Meetings/Travel: None.

EXHIBIT B

EXHIBIT B

Year 2 (January 2013 through December 2013)

Cost Estimate for Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis, Platte River, Nebraska

Subtask	Description	Principal Engineer/ Geomorphologist	Senior Biologist	Statistical Ecologist	Licensed Surveyor	Senior Engineer/ Scientist	Engineer/ Scientist	Junior Engineer/Scientist	Staff Biologist	Staff Ecologist/ Technician	Draftsman/ Technician	Clerical	Labor Cost	Direct Costs*	Total by Task
		$234.99	$181.94	$160.73	$123.60	$118.29	$109.80	$102.38	$97.07	$91.24	$70.55	$81.16			
100	**Project Initiation and Management**	**14**	**8**			**4**						**4**	**$ 6,543**	**$ 2,269**	**$ 7,812**
101	Finalize Scope and Fee	4	4									2	$ 1,830	$ -	$ 1,830
102	Project Management and Meetings	10	4			4						2	$ 3,713	$ 2,269	$ 5,982
200	**Field Monitoring**	**38**	**36**	**4**	**24**	**34**	**342**	**654**	**384**	**544**	**918**	**28**	**$ 281,566**	**$ 96,620**	**$ 378,185**
201	Field preparation	2	8	4	8	4	16	24	24	24	8		$ 13,328	$ -	$ 13,328
202	Bathymetric and Topographic Surveys	20			16	10	260	260			260	5	$ 81,776	$ 23,656	$ 105,432
203	In-channel Vegetation Surveys		24						280	280	560	5	$ 97,007	$ 30,742	$ 127,749
204	Bed Material Sampling	4				4	50	50			50	5	$ 15,955	$ 28,461	$ 44,417
205	Sediment transport measurements	8				8		240		240		5	$ 49,701	$ 13,434	$ 63,135
206	Data Reduction	4	4			8	16	80	80		40	8	$ 23,798	$ 326	$ 24,124
300	**Data Analysis**	**40**	**48**	**64**		**24**		**60**	**80**		**120**		**$ 53,633**	**$ 1,679**	**$ 55,312**
301	Review and Revise Draft Data Analysis Plan												$ -	$ -	$ -
302	Participate in TAC Meeting	12	16										$ 5,731	$ 1,679	$ 7,410
303	Implement Data Analysis Plan	28	32	64		24		60	80		120		$ 47,902	$ -	$ 47,902
400	**Reporting**	**36**	**52**	**32**		**8**	**24**	**24**	**24**	**16**	**20**	**10**	**$ 35,115**	**$ 1,311**	**$ 36,426**
401	Annual Report	24	40	32		8	24	16	16	16	16	8	$ 28,071	$ 434	$ 28,505
402	Annual AMP Reporting Session**	12	12					8	8		4	2	$ 7,043	$ 878	$ 7,921
	Total Hours	128	144	100	24	70	366	738	488	560	1058	42			
	TOTAL COST	$30,079	$26,199	$16,073	$2,966	$8,280	$40,187	$75,556	$47,370	$51,094	$74,642	$3,409	$ 375,856	$ 101,880	$ 477,736

*Includes G&A (13.46%)

TETRA TECH

EXHIBIT B (CONTINUED)

Year 2 (January 2013 through December 2013)

Other Direct Costs for Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis, Platte River, Nebraska

Item	Unit Cost	Task 100		Task 202		Task 203		Task 204		Task 205		Task 206		Task 302		Task 401		Task 402		Total
		Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	
Airline Tickets	$400	1	$ 400.00		$ -	6	$ 2,400.00		$ -		$ -		$ -	1	$ 400.00		$ -	1	$ 400.00	$ 3,200.00
Mileage	$0.550 /mi.	700	$ 385.00	100	$ 55.00		$ -	2100	$ 1,155.00	5100	$ 2,805.00		$ -	800	$ 440.00		$ -	150	$ 82.50	$ 4,840.00
Mileage (4x4)	$1.00 /mi.	700	$ 700.00	250	$ 250.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 950.00
Lodging and per diem	$120 /day	2	$ 240.00	78	$ 9,360.00	112	$ 13,440.00	15	$ 1,800.00	48	$ 5,760.00		$ -	3	$ 360.00		$ -	2	$ 240.00	$ 30,960.00
Parking	$15 /day		$ -		$ -	3	$ 45.00		$ -		$ -		$ -	2	$ 30.00		$ -	2	$ 30.00	$ 75.00
Rental Car (including gas)	$125 /day	2	$ 250.00		$ -	28	$ 3,500.00		$ -		$ -		$ -	2	$ 250.00		$ -	1	$ 125.00	$ 4,000.00
RFK-GPS Survey Equipment (base station, 2 rovers)	$2,500 /week		$ -	3	$ 7,500.00		$ -	1	$ 2,500.00		$ -		$ -		$ -		$ -		$ -	$ 10,000.00
RFK-GPS Survey Equipment (1 rover)	$900 /day		$ -		$ -	4	$ 3,600.00		$ -		$ -		$ -		$ -		$ -		$ -	$ 3,600.00
Echo Sounder	$625 /day		$ -	1	$ 625.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 625.00
Air Boat	$250 /day		$ -	10	$ 2,500.00	15	$ 3,750.00	3	$ 750.00		$ -		$ -		$ -		$ -		$ -	$ 7,000.00
Inflatable Kayak	$50 /week		$ -	4	$ 200.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 200.00
Lab. Analysis of Bed and Bar Material Sediment Sam	$75 /sample		$ -		$ -		$ -	250	$ 18,750.00		$ -		$ -		$ -		$ -		$ -	$ 18,750.00
Lab. Analysis of Bedload Samples	$85 /sample								$ -	30	$ 2,550.00		$ -							$ 2,550.00
Lab. Analysis of Suspended Sediment Samples	$100 /sample		$ -		$ -		$ -		$ -	5	$ 500.00		$ -		$ -		$ -		$ -	$ 500.00
Expendable Field Supplies	LS				$ 250.00		$ 250.00		$ 100.00		$ 200.00				$ -		$ -		$ -	$ 800.00
Color laser prints	$0.50 /sheet		$ -	120	$ 60.00	120	$ 60.00	20	$ 10.00	20	$ 10.00	50	$ 25.00		$ -	50	$ 25.00		$ -	$ 190.00
Misc. Communications (Telephone, fax, shipping)	LS		$ 25.00		$ 50.00		$ 50.00		$ 20.00		$ 15.00		$ 15.00		$ -		$ 50.00		$ -	$ 225.00
TOTAL DIRECT COSTS			$ 2,000.00		$ 20,850.00		$ 27,095.00		$ 25,085.00		$ 11,840.00		$ 287.50		$ 1,480.00		$ 382.50		$ 877.60	$ 89,020.00

TETRA TECH

RATE SCHEDULE

Year 2 (January 2013 through December 2013)

PERSONNEL:	**Hourly Rate***
Principal Engineer/Geomorphologist	$234.99
Senior Biologist	$181.94
Statistical Ecologist	$160.73
Licensed Surveyor	$123.60
Senior Engineer/Scientist	$118.29
Engineer/Scientist	$109.80
Junior Engineer/Scientist	$102.38
Staff Biology	$ 97.07
Staff Ecologist/Technician	$ 91.24
Draftsman/Technician II	$ 70.55
Word Processor/Clerical	$ 81.16

IN HOUSE EQUIPMENT:	**Rate**
Computer Use	$1.64 per labor hour
Automobile	Approved GSA Rates for Privately Owned Vehicles
Airboat	$300.00/day
Cataraft (16-ft)	$100.00/day
Cataraft (14-ft)	$100.00/day
Jet boat (18-ft)	$225.00/day
Inflatable kayak	$50.00/day
Zodiak (9-ft)	$100.00/day
RTK GPS Equipment	$1,800/week
Echosounder	$625/week
ADCP Unit	$1,500/week
ADCP with GPS Equipment	$3,000/week
ADCP with GPS Equipment and Echosounder	$3,500/week
Hypack	$60/day

IN HOUSE REPRODUCTION:	
8 ½ x 11 paper	$ 0.10/sheet
Plotter (black & white)	$5.00/sheet
Plotter (color)	$7.50/sheet

*Hourly rates for deposition and court time associated with expert witness support will be charged at 1.5 times the indicated rate.

Permit fees, processing fees, bonds, etc. will be the responsibility of the client. All other direct costs including travel, lodging, meals and incidentals for personnel, special photography, postage, delivery services, express mail, out-of-area telephone calls, printing by outside vendor, laboratory analysis, and any other services performed by outside vendor will be billed at cost plus G&A of 13.46%. Subcontract services will be charged to the client with a 10% service fee. Tetra Tech (TT) is not liable for damages caused by delays in performance of the above work, which arise from events beyond our reasonable control. TT is not responsible for damages or losses incurred through the use of studies, plans, recommendations or cost estimates in excess of the fees paid to TT for these services. Monthly progress payments shall be due and payable by the Client within 30 days after submittal of the bill for such work by TT. The progress payment shall include the portion of the fee earned based upon the percentage of work performed, as determined by TT. Payment due but unpaid within 30 days after submission of the bill shall bear interest at the rate of 1½% per month until paid. If client should fail to pay within ninety (90) days after the bill is rendered, TT shall have the right, upon seven (7) days written notice to the Client, to stop work on the project until payment of the amount owed, including all interest charges, has been received.

TETRA TECH

Year 2 (January 2013 through December 2013)

Project Timeline

Subtask	Description	May				June				July				August				September				October				November				December			
100	**Project Initiation and Management**																																
101	Finalize Scope and Fee																																
102	Project Manatement and Meetings																																
200	**Field Monitoring**																																
201	Bathymetric and Topographic Surveys																																
202	In-channel Vegetation Surveys																																
203	Bed Material Sampling																																
204	Sediment transport measurements			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
205	Data Reduction																																
300	**Data Analysis**																																
301	Review and Revise Draft Data Analysis Plan																																
302	Participate in TAC Meeting					2																											
303	Implement Data Analysis Plan																																
400	**Reporting**																																
401	Annual Report																																
402	Annual AMP Reporting Session - See Note 3, below.																																

1	Up to 6 sets of measurements in accordance with Section III.H.1. of the Monitoring Protocol. Specific timing dependent on flow levels.
2	Meeting has not been scheduled at this time.
3	Meeting not shown in timeline; typically occurs in February
	Delivery of draft annual report and associated database and photos.

EXHIBIT C

Tetra Tech
3801 Automation Way
Suite 100
TIN# 97-4148514

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 Tetra Tech, Inc.

Platte River Geomorphology and Vegetation 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 Tetra Tech, 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 Dr. Robert Mussetter 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 May 2, 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 shall not exceed four hundred seventy four thousand and four hundred forty nine dollars ($474,449.00).

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

Task	Estimated Cost
Task 100 (Project Initiation and Management)	$ 7,651
Task 200 (Field Monitoring)	$355,515
Task 300 (Data Analysis)	$ 83,595
Task 400 (Reporting)	$ 27,688
Total Project Cost	**$474,449**

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. <u>Responsibilities of the Program.</u>

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. <u>Special Provisions.</u>

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. <u>General Provisions.</u>

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

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

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

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

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

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

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

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

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

J. Conflicts of Interest

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

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

K. Entirety of Contract. This Contract, consisting of *Twelve* (12) pages, Exhibit A, consisting of *Seven* (7) pages, Exhibit B, consisting of *Two* (2) pages, Exhibit C, consisting of *One* (*1*) page, and Exhibit D, 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

Admin. Point of Contact (Program):
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Platte River Recovery Implementation Prog.
Headwaters Corporation
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Phone: (308) 237-5728
Fax: (308) 237-4651
Email: kennyj@headwaterscorp.com

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Platte River Recovery Implementation Prog.
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Media Point of Contact (Program):
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Platte River Recovery Implementation Prog.
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Fax: (308) 237-4651
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Administrative Point of Contact (Consultant):
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Fort Collins, CO 80525
Phone: (970) 223-9600
Fax: (970) 223-7171
Email: Bonnie.Vail@tetratech.com

Technical Point of Contact (Consultant):
Robert Mussetter, PhD, P.E.
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Fort Collins, CO 80525
Phone: (970) 223-9600
Fax: (970) 223-7171
Email: Bob.Mussetter@tetratech.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

5/04/2012
Date

TETRA TECH, INC.

Robert Mussetter, PhD, P.E.

May 1, 2012
Date

EXHIBIT "A"
SCOPE OF SERVICES

A. PROJECT DESCRIPTION

1. Location: *approximately 98 miles of the Platte River from River Mile 254.5 (near Lexington) to River Mile 156.5 (near Chapman)*

2. Purpose: *System-level geomorphic and vegetation monitoring and data analysis for the Platte River.*

3. History: *The Platte River Recovery Implementation Program (Program) was initiated on January 1, 2007 between Nebraska, Wyoming, Colorado, and the Department of the Interior to address endangered species issues in the central and lower Platte River basin. The Program's management objectives are to 1) improve survival of whooping cranes during migration, 2) improve least tern and piping plover production, and 3) avoid adverse impacts on pallid sturgeon in the Lower Platte River. The data and analyses to be completed for this geomorphic and vegetation monitoring and data analysis project will be used to answer Program questions and hypotheses regarding alternative Program management actions to meet the Program's management objectives.*

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** "Final Scope of Services"

EXHIBIT A

Final Scope of Services

Year 1 (May 2012 through December 2012)

Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis, Platte River, Nebraska

The following tasks shall be completed by Tetra Tech, Inc. in accordance with the Budget (**Exhibit B**), Hourly Rate and Reimbursable Expenses Price Schedule 2012 (**Exhibit C**) and Project Timeline (**Exhibit D**) during the first year (May 2012 through December 2012) of the Platte River Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis Contract. The scope of work, budget and schedule for each succeeding year of the contract term will be developed in consultation with the Program during the prior year activities.

Scope of Work

Task 100 - Project Management

Objective: Facilitate scoping of tasks to efficiently complete the work necessary to achieve the objectives of Platte River Recovery Implementation Program (PRRIP) Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis Project. Detailed project scoping and budgeting shall be completed under this task. Provide Program stakeholders information on project progress. Document project progress through monthly invoices and progress reports.

Activities:

Task 101 – Develop Final Scope of Services and Fee

Task 102 - Project Management and Meetings:

- Conduct telephone and/or in-person meetings as necessary to coordinate project activities and to keep the Executive Director's Office (EDO), Technical Advisory Committee (TAC) and Governance Committee (GC) informed of project progress.

Deliverables:

- Draft and final scope of work, schedule, and budget.
- Meeting minutes from all Project Management meetings.
  - Draft minutes in Microsoft Word format provided to ED office for review/comment.
  - Final minutes in PDF format.
  - Monthly invoices to the ED office, including a summary of work completed in the current month, anticipated work for the following month, and percent complete for scope of work and budget by task.

Information/Service to be Provided by EDO Office Staff:

- Data from ongoing Program data collection efforts.
- Timely review and comments on draft scope of work, meeting minutes and related documents.

Meetings/Travel:

- Meetings to be held by telephone conference.
- Other meetings as described below.

Task Series 200 Field Monitoring Tasks

Objective: Conduct annual geomorphic and in-channel vegetation data collection and monitoring in accordance with the Channel Geomorphology and In-Channel Vegetation Monitoring Protocol (PRRIP, 2010) (hereinafter referred to as the *Monitoring* Protocol) to document trends in channel geomorphology and provide system-wide status in areal cover and elevation range of in-channel seeding and invasive vegetation.

Monitoring Area: The annual monitoring and data collection shall be conducted at 25 previously identified Anchor Points (APs) in the PRRIP habitat area, which consists of channels within an area 3.5 miles either side of the centerline of the Platte River from the junction of U.S. Highway 283 and Interstate 80 near Lexington, Nebraska, to Chapman, Nebraska (approximately 95 miles).

Timing: The monitoring shall occur during an annual low flow (ideally between 250 and 500 cfs) that typically occurs between July 1 and August 31 to maximize the amount of data available to track changes in channel topography and vegetation. Although monitoring will ideally be completed during low flows, monitoring shall be completed annually even in years when flows remain high.

Activities: **Task 201 – Field Preparation**

- Prepare field plans and assemble and set up field equipment and data collection sheets and devices.

Task 202 - Bathymetric and Topographic Survey of Transects

- Bathymetric and topographic surveys shall be conducted at three transects at each of the 25 APs following procedures in Sections III.B.1. and III.B.2. of the Monitoring Protocol.

Task 203 – In-Channel Vegetation Surveys

- In-channel vegetation surveys shall be conducted at each of the 25 specified APs in accordance with Section III.C. of the Monitoring Protocol.

Task 204 – Bed Material Sampling

- Bed-material sampling shall be conducted at each of the 25 specified APs in accordance with Section III.D. of the Monitoring Protocol.

Task 205 –Sediment Transport Measurements

- Bed-load and depth-integrated suspended sediment sampling shall be conducted up to six times at bridge crossings near Lexington (SH-L24A/Road), Overton (SH-L24B/Road 444), Kearney (SH-44/S. 2nd Avenue), Shelton (SH-L10D/Shelton Road), and Grand Island (US-34/Schimmer Drive) in accordance with Section III.H.1. of the Monitoring Protocol.

Task 206 – Field Data Reduction

- Compile and catalog field data and field photos, organize spreadsheets and prepare database of raw data.

Deliverables: Field data and photographs (See Task 400 – Reporting).

Meetings/Travel: As necessary to complete field surveys.

Task Series 300 – Data Analysis

Objective: Review and recommend revisions to the draft Data Analysis Plan that has been developed by the ED Office and the previous contractor, as appropriate, and implement the final plan to provide an analysis of the channel geomorphology and in-channel vegetation data. The analysis shall be performed on both the previously collected 2009, 2010 and 2011 data and the data to be collected in 2012 under this contract.

Activities: **Task 301 – Review and revise draft Data Analysis Plan**

- Review the draft plan and provide recommendations to the ED Office on appropriate revisions, focusing on analytical methods that will directly answer key Program questions and test relevant Program hypotheses.

Task 302 – Presentation of Data Analysis Plan

- Participate in TAC meeting to present proposed data analysis plan and receive TAC comments. Finalize draft data analysis plan based on TAC input.

Task 303 – Implement Data Analysis Plan

- Perform the analyses described in the revised plan. During Year 1 activities, the data analysis will include the previously collected 2009, 2010 and 2011 data. Multivariate analysis will not be performed during Year 1.

Deliverables:

- Recommended revisions to the Draft Data Analysis Plan – to be provided in MS Word Track Changes mode.
- Data analysis section of the annual report (see Task 400 – Reporting).

Meetings/Travel: One TAC meeting in Kearney, Nebraska.

Task Series 400 - Reporting

Objective: Develop a draft (Microsoft Word) and final (Microsoft Word and PDF) annual report that includes methods, results, data analysis (as specified in the Data Analysis Plan), photographs of field work, and other associated data. Reports shall be delivered electronically to the ED Office for review and comment by the ED Office and the Program's Technical Advisory Committee (TAC). Annual monitoring data shall be uploaded to the Program's online database in a format consistent with other Program data. Prepare for and participate in the Program's annual AMP Reporting Session held in early March of each year[1]. Preparation shall include development of an Executive Summary and presentation of annual activities and findings.

Activities:

Task 401 – Annual Report

- Prepare draft annual reports.
- Address EDO and TAC comments, and prepare final annual report.

Task 402 – Annual AMP Reporting Session[1]

- Prepare Executive Summary and presentation.
- Participate in the AMP Reporting Session.

Deliverables:

- Draft annual report.
- Final annual report addressing EDO and TAC comments on the draft report.

Meetings/Travel: None.

[1] Participation in the annual AMP Reporting Session, typically held in March, is anticipated. Cost to prepare and participate is not included in the Year 1 budget.

TETRA TECH

EXHIBIT B

Year 1 (May 2012 through December 2012)

Cost Estimate for Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis, Platte River, Nebraska

Subtask	Description	Principal Engineer/ Geomorphologist	Senior Biologist	Statistical Ecologist	Licensed Surveyor	Senior Engineer/ Scientist	Engineer/ Scientist	Junior Engineer/Scientist	Staff Biologist	Staff Ecologist/ Technician	Draftsman/ Technician	Clerical	Labor Cost	Direct Costs*	Total by Task
		$228.15	$176.65	$156.05	$120.00	$114.85	$106.61	$99.40	$94.25	$88.58	$68.50	$78.80			
100	**Project Initiation and Management**	14	8			4						4	$ 5,382	$ 2,269	$ 7,651
101	Finalize Scope and Fee	4	4									2	$ 1,777	$ -	$ 1,777
102	Project Management and Meetings	10	4			4						2	$ 3,605	$ 2,269	$ 5,874
200	**Field Monitoring**	38	36	4	24	34	312	608	368	544	880	28	$ 261,482	$ 94,033	$ 355,515
201	Field preparation	2	8	4	8	4	16	24	24	24	8		$ 12,040	$ -	$ 12,940
202	Bathymetric and Topographic Surveys	20			16	10	230	230			230	5	$ 71,159	$ 22,431	$ 93,590
203	In-channel Vegetation Surveys		24						280	280	560	5	$ 94,182	$ 29,380	$ 123,562
204	Bed Material Sampling	4				4	50	50			50	5	$ 15,491	$ 28,461	$ 43,952
205	Sediment transport measurements	8				8		240		240		5	$ 48,252	$ 13,434	$ 61,686
206	Data Reduction	4	4			8	16	64	64		32	8	$ 19,459	$ 326	$ 19,785
300	**Data Analysis**	53	62	136		22	8	67	112		252	2	$ 82,165	$ 1,430	$ 83,595
301	Review and Revise Draft Data Analysis Plan	12	8	24			8	12				2	$ 10,099	$ -	$ 10,099
302	Participate in TAC Meeting	12	16										$ 5,564	$ 1,430	$ 6,994
303	Implement Data Analysis Plan	29	38	112		22		55	112		252		$ 66,502	$ -	$ 66,502
400	**Reporting**	24	40	32		8	24	16	16	16	16	8	$ 27,254	$ 434	$ 27,688
401	Annual Report	24	40	32		8	24	16	16	16	16	8	$ 27,254	$ 434	$ 27,688
402	Annual AMP Reporting Session**												$ -		$ -
	Total Hours	129	146	172	24	68	344	691	496	560	1148	42			
	TOTAL COST	$29,317	$25,790	$26,841	$2,880	$7,809	$36,672	$68,682	$46,746	$49,605	$78,632	$3,309	$ 376,283	$ 98,166	$ 474,449

*Includes G&A (13.46%)

** Participation in the annual AMP Reporting Session, typically held in March, is anticipated. Cost of preparation and participation is not included in the Year 1 budget.

EXHIBIT B (CONTINUED)

Year 1 (May 2012 through December 2012)

Other Direct Costs for Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis, Platte River, Nebraska

Item	Unit Cost	Task 100		Task 202		Task 203		Task 204		Task 205		Task 206		Task 302		Task 401		Total w/ 13.46% OH Mark-up
		Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	
Airline Tickets	$400	1	$ 400.00		$ -	3	$ 1,200.00		$ -		$ -		$ -	1	$ 400.00		$ -	$ 2,269.20
Mileage	$0.550 /mi.	700	$ 385.00	100	$ 55.00		$ -	2100	$ 1,155.00	5100	$ 2,805.00		$ -	400	$ 220.00		$ -	$ 5,241.85
Mileage (4x4)	$1.00 /mi.	700	$ 700.00	250	$ 250.00		$ -		$ -		$ -		$ -		$ -		$ -	$ 1,077.87
Lodging and per diem	$120 /day	2	$ 240.00	69	$ 8,280.00	112	$ 13,440.00	15	$ 1,800.00	48	$ 5,760.00		$ -	3	$ 360.00		$ -	$ 33,901.85
Parking	$15 /day		$ -		$ -	3	$ 45.00		$ -		$ -		$ -	2	$ 30.00		$ -	$ 85.10
Rental Car (including gas)	$125 /day	2	$ 250.00		$ -	28	$ 3,500.00		$ -		$ -		$ -	2	$ 250.00		$ -	$ 4,538.40
RFK-GPS Survey Equipment (base station, 2 rovers)	$2,500 /week		$ -	3	$ 7,500.00		$ -	1	$ 2,500.00		$ -		$ -		$ -		$ -	$ 11,346.00
RFK-GPS Survey Equipment (1 rover)	$900 /day		$ -		$ -	4	$ 3,600.00		$ -		$ -		$ -		$ -		$ -	$ 4,084.56
Echo Sounder	$625 /day		$ -	1	$ 625.00		$ -		$ -		$ -		$ -		$ -		$ -	$ 709.13
Air Boat	$250 /day		$ -	10	$ 2,500.00	15	$ 3,750.00	3	$ 750.00		$ -		$ -		$ -		$ -	$ 7,942.20
Inflatable Kayak	$50 /week		$ -	4	$ 200.00		$ -		$ -		$ -		$ -		$ -		$ -	$ 226.92
Lab. Analysis of Bed and Bar Material Sediment Sam	$75 /sample		$ -		$ -		$ -	250	$ 18,750.00		$ -		$ -		$ -		$ -	$ 21,273.75
Lab. Analysis of Bedload Samples	$85 /sample								$ -	30	$ 2,550.00		$ -					$ 2,893.23
Lab. Analysis of Suspended Sediment Samples	$100 /sample		$ -		$ -		$ -		$ -	5	$ 500.00		$ -		$ -		$ -	$ 567.30
Expendable Field Supplies	LS				$ 250.00		$ 250.00		$ 100.00		$ 200.00				$ -		$ -	$ 907.68
Color laser prints	$0.50 /sheet		$ -	120	$ 60.00	120	$ 60.00	20	$ 10.00	20	$ 10.00	50	$ 25.00		$ -	50	$ 25.00	$ 215.57
Misc. Communications (Telephone, fax, shipping)	LS		$ 25.00		$ 50.00		$ 50.00		$ 20.00		$ 15.00		$ 15.00		$ -		$ 50.00	$ 255.29
TOTAL DIRECT COSTS			$ 2,000.00		$ 19,770.00		$ 25,895.00		$ 25,085.00		$11,840.00		$ 287.50		$ 1,260.00		$ 382.50	$ 98,165.59

TETRA TECH

EXHIBIT C

Year 1 (May 2012 through December 2012)

RATE SCHEDULE

PERSONNEL:	Hourly Rate*
Principal Engineer/Geomorphologist	$228.15
Senior Biologist	$176.65
Statistical Ecologist	$156.05
Licensed Surveyor	$120.00
Senior Engineer/Scientist	$114.85
Engineer/Scientist	$106.61
Junior Engineer/Scientist	$99.40
Staff Biology	$94.25
Staff Ecologist/Technician	$88.58
Draftsman/Technician II	$68.50
Word Processor/Clerical	$78.80

IN HOUSE EQUIPMENT:	Rate
Computer charges	$1.64 per labor hour
Truck (4 x 4)	$1.00/mile
Automobile	Approved GSA Rates for Privately Owned Vehicles
Boat (16-ft inflatable)	$125.00/day
Jet boat (18-ft)	$225.00/day
Inflatable kayak	$10.00/day
Level & Sonic Sounder	$10.00/day
RTK GPS equipment	$1,800/week
Echosounder	$625/week
ADCP Unit	$1,500/week
ADCP with GPS equipment	$3,000/week
ADCP with GPS equipment and Echosounder	$3,500/week
Total Station	$10.00/hour
Current Meter	$50.00/day
Water Quality Meter	$30.00/day

IN HOUSE REPRODUCTION:	
8 ½ x 11 paper	$ 0.10/sheet
Plotter (black & white)	$5.00/sheet
Plotter (color)	$7.50/sheet

*Hourly rates for deposition and court time associated with expert witness support will be charged at 1.5 times the indicated rate. Permit fees, processing fees, bonds, etc. will be the responsibility of the client. All other direct costs including travel, lodging, meals and incidentals for personnel, special photography, postage, delivery services, express mail, out-of-area telephone calls, printing by outside vendor, laboratory analysis, and any other services performed by outside vendor will be billed at cost plus G&A of 13.46%. Subcontract services will be charged to the client with a 10% service fee. Tetra Tech (TT) is not liable for damages caused by delays in performance of the above work, which arise from events beyond our reasonable control. TT is not responsible for damages or losses incurred through the use of studies, plans, recommendations or cost estimates in excess of the fees paid to TT for these services. Monthly progress payments shall be due and payable by the Client within 30 days after submittal of the bill for such work by TT. The progress payment shall include the portion of the fee earned based upon the percentage of work performed, as determined by TT. Payment due but unpaid within 30 days after submission of the bill shall bear interest at the rate of 1½% per month until paid. If client should fail to pay within ninety (90) days after the bill is rendered, TT shall have the right, upon seven (7) days written notice to the Client, to stop work on the project until payment of the amount owed, including all interest charges, has been received.

TETRA TECH

EXHIBIT D

Year 1 (May 2012 through December 2012)

Project Timeline

Subtask	Description	May				June				July				August				September				October				November				December			
100	**Project Initiation and Management**																																
101	Finalize Scope and Fee																																
102	Project Manatement and Meetings																																
200	**Field Monitoring**																																
201	Bathymetric and Topographic Surveys																																
202	In-channel Vegetation Surveys																																
203	Bed Material Sampling																																
204	Sediment transport measurements			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
205	Data Reduction																																
300	**Data Analysis**																																
301	Review and Revise Draft Data Analysis Plan																																
302	Participate in TAC Meeting					2																											
303	Implement Data Analysis Plan						3	3	3	3	3	3	3	3	3	3	3																
400	**Reporting**																																
401	Annual Report																																
402	Annual AMP Reporting Session**																																

1 Up to 6 sets of measurements in accordance with Section III.H.1. of the Monitoring Protocol. Specific timing dependent on flow levels.
2 Meeting has not been scheduled at this time.
3 Evaluation of 2009, 2010, and 2011 data sets.
Delivery of draft annual report and associated database and photos.