



RJH Consultants, Inc.
9800 Mt. Pyramid Court, Suite 330
Englewood, CO 80112
TIN# 20-3590903

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 RJH Consultants, Inc.

J-2 Regulating Reservoir Feasibility Engineering Review

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 RJH Consultants, 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 Robert Huzjak 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 July 19, 2012 through March 31, 2013. The services to be performed under this Contract will commence upon receipt of authorization to proceed. All services shall be completed during this term.

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

4. Payment.

A. Reimbursement of Expenses. The **Program** agrees to pay the **Consultant** an amount based on the approved budget depicted in Exhibit B and hourly rate and reimbursable expenses price schedules depicted in Exhibit C, attached to this Contract and incorporated by reference as part of this Contract, for the services described in Exhibit A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed two hundred and fifty thousand dollars (\$250,000).

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

<u>Task</u>	<u>Estimated Cost</u>
Task 1 – Scoping, Project Meetings, and Workshops	\$79,770
Task 2 – General Review of Available Information	\$16,350
Task 3 – Site, Geotechnical, and Project Component Evaluation	\$36,000
Task 4 – Detailed Project Component Review	\$44,110
Task 5 – Cost Evaluation	\$14,300
Task 6 – Discretionary Task	\$12,020
Task 7 – Draft, Final, and Executive Summary Reports	\$23,720
Task 8 – Results Presentation	\$9,080
Task 9 – Project Delivery	\$14,650
Total Project Cost	\$250,000

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.

E. 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.

F. 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 eleven (11) pages, Exhibit B, consisting of three (3) page, and Exhibit C, consisting of two (2) pages, 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 joint property of the Program and the Consultant. Use by the Consultant of any of the above shall be subject to prior Program approval and submittal to Clause 8(I) of this contract – Confidentiality of Information.

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

Technical Point of Contact (Program):

Beorn Courtney, Director of Water Resources
Platte River Recovery Implementation Prog.
Headwaters Corporation
2727 Bryant St., Suite 210
Denver, Colorado 80211
Phone: (720) 524-6115
Fax: (720) 524-6347
Email: courtneyb@headwaterscorp.com

Administrative Point of Contact (Consultant):

Janie McClinton, Office Manager
RJH Consultants, Inc.
9800 Mt. Pyramid Court, Suite 330
Englewood, Colorado 80112
Phone: (303) 225-4611
Fax: (303) 225-4615
Email: jmccclinton@rjh-consultants.com

Admin. Point of Contact (Program):

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

Media Point of Contact (Program):

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

Technical Point of Contact (Consultant):

Robert Huzjak, President
RJH Consultants, Inc.
9800 Mt. Pyramid Court, Suite 330
Englewood, Colorado 80112
Phone: (303) 225-4611
Fax: (303) 225-4615
Email: rhuzjak@rjh-consultants.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 Operating Officer/Chief Financial Officer

Date

RJH CONSULTANTS, INC.

Robert Huzjak
President

Date

EXHIBIT “A” SCOPE OF SERVICES

A. PROJECT DESCRIPTION

1. Location: The study area is located within Gosper and Phelps Counties, Nebraska just below the CNPPID J-2 Hydropower Plant near Overton, Nebraska.
2. Purpose: The purpose of the services is to conduct an independent review of the recently completed feasibility study for construction of the J-2 Regulating Reservoir Project and to provide an opinion of probable costs for the various project elements including operations and maintenance. The effort will also include an assessment of risk associated with dam failure. The emphasis of the review will be focused on structural integrity and longevity (a minimum 50-150 year projected life cycle) and project operations. The Consultant will provide an opinion of probable costs for any recommended improvements to the project, i.e. recommended changes in components or facility operations that may improve longevity or reduce the overall cost of the project.
3. History: The feasibility study recommended construction of a two-cell reservoir complex (referred to as Area 1 and Area 2) and enlargement of an existing canal that would be used to reduce flow variability associated with operations of the J-2 Hydropower Plant, regulate available excess flows to reduce shortages to the FWS recommended target flows, to facilitate/augment short duration high flows to either preserve or create Program habitat.

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.

EXHIBIT A

SCOPE OF SERVICES

General Understanding

The Platte River Recovery Implementation Program (Program) and the Central Nebraska Public Power and Irrigation District (CNPPID) have requested an engineering review and concept improvement for the proposed J-2 Regulating Reservoir Project (Project). According to our understanding of the Request for Proposals (RFP) and our discussions, the objectives of the engineering review and concept improvement are to:

- Provide an independent engineering assessment of design concepts and costs of the Project as proposed by Olsson (2012).
- Suggest improvements to the current conceptual design and prepare an updated conceptual design that addresses safety and operational concerns.
- Develop an opinion of probable Project construction costs and an opinion of probable annual operation and maintenance costs based on the updated conceptual design.

Based on these objectives, RJH assumes that the overall purpose for requesting an engineering review is to provide the Program and CNPPID with confidence that the Project concept is a highly reliable and cost-effective solution for providing the water supply and hydro-cycling mitigation desired.

Task 1 – Scoping, Project Meetings, and Workshops

Objectives: Identify and perform an appropriate scope of services to achieve the overall purpose, lead technical workshops to facilitate free exchanges of information, support development of reliable Project components, and keep the Program informed of the work progress.

Subtasks:

1. Participate in an initial meeting with appropriate staff from the Program to discuss operational needs and requirements. The purpose of this initial meeting is for RJH to gain a clear understanding of the required and desired operations for the Project including flow rates (maximum, average, and low) and timing of the various releases. This is needed to effectively evaluate the various components of the Project.
2. Participate in a combined kick-off meeting, site visit, and review workshop. The purpose of the kick-off meeting is to clarify the Project objectives, approach, lines of communications, schedule constraints, and general expectations. During this kick-off meeting, we will also confirm or adjust the approach and work scope for the Project with the Program. The day following the kickoff meeting and Site Visit, the Team will participate in a review workshop. The RJH Team in conjunction with Program staff will discuss the components of the concept

developed by Olsson (2012), assess the significant issues associated with the Olsson concept, and identify potential improvements for consideration. This workshop will be at a location provided by the Program near the Project site.

3. Convene a combined workshop/web conference or teleconference with the RJH Team to discuss the results of the detailed site, geotechnical, and Project component evaluation (Task 3), and to select improvements to be included in the conceptual design. Improvements will consider technical reliability (risk), operational issues, and costs. Because dam and reservoir projects are typically complex and highly-integrated systems, RJH anticipates that changes to one component will likely impact the feasibility of other Project concepts. By developing improvements in a workshop format, experts in various technical disciplines can assess potential impacts from changes relatively efficiently and thoroughly.
4. Participate in four informal progress meetings to coordinate Project activities at the Program's office in Denver.
5. Prepare draft meeting and workshop meeting minutes. Incorporate Program comments in draft workshop and meeting minutes and prepare final meeting minutes.

Deliverables:

- Prepare meeting and workshop minutes. Provide draft version electronically in Word format for review and comment.
- Incorporate comments on the draft meeting minutes and prepare final workshop and meeting minutes. Provide an electronic copy in a .pdf format

Task 2 – General Review of Available Information

Objectives: To obtain, review, and evaluate the existing data, Project configuration and components; develop a general understanding of the Project and Project components in preparation for the first workshop.

Subtasks:

1. Obtain from the Program the existing documents and prepare a bibliography of the documents to assist in distribution and to provide a consistent reference source for our technical team. Identify additional information that may be required to perform the work and gather and review the additional documents.
2. Based on the information obtained from the initial operational meeting and our review of the documents, prepare a brief memorandum with appropriate figures to describe the operational requirements for the Project. This will include flow rates (maximum, average, and low) and timing of the various releases and other operational information that is needed by our Team to effectively evaluate and refine the Project components.

3. Perform an initial review of the Project concept developed by Olsson before the kick-off meeting and workshop. This will include sufficient review to either have a solid understanding of the concepts and of Olsson's basis for developing the concepts, or to identify additional information that is needed to better understand concept development (i.e., supporting calculations). Identify key issues and items that need to be observed during the site visit and discussed during the kick-off meeting.

Deliverables:

- Bibliography of documents to be reviewed as part of the report in Task 7.
- List of information needed from Olsson or the Program to better understand concept development.

Task 3 – Site, Geotechnical, and Project Component Evaluation

Objectives: To understand and evaluate the site and geotechnical conditions that are expected to impact the Project; identify key constraints, issues, and impacts that must be considered in developing Project concepts; identify modifications or changes to the existing components to improve the reliability; address technical requirements; identify opportunities to reduce Project costs; and improve Project reliability and functionality.

Subtasks:

1. Review the general site conditions such as topography, floodplain limits, flow rates from the three drainage basins and other site conditions that could impact the development of the reservoir and ancillary components.
2. Review the geotechnical data and develop an interpretation of the foundation stratigraphy at the reservoir sites and along the canal. Evaluate the reliability of the data collected. Identify which, if any, data should not be relied upon and if any additional data will be required to complete this study.
3. Review the previous siting study and identify if one of the previous sites that was considered appears to be preferred to the current site. Based on a general review of regional maps and data from the site visit, identify if potential alternative reservoir sites near the current site may be preferred.
4. Estimate the approximate quantity of the primary types of on-site materials available for use in construction.
5. Develop preliminary material properties for the foundation and possible construction materials for use in evaluation of Project components.
6. Review the general inputs and results of the operational hydraulic modeling of various operational scenarios. RJH will not perform a detailed check of the hydraulic modeling, but will assume this was performed correctly. We will only review the modeling for reasonableness, to make sure we understand the operational scenarios and the typical assumptions and inputs used in the models

and to compare the model to our understanding of the hydraulic design requirements. RJH will not review the yield model.

7. Perform a preliminary floodplain evaluation to approximate the probable revised 100-year floodplain limits for the proposed Project configuration. This will be based on very generalized data because a FEMA floodplain model is not available for this area. Prepare a map that identifies the probable revised floodplain limits.
8. Develop a preliminary estimate of the 100-year and probable maximum flood in Plum Creek and the unnamed tributary at the site.
9. Review and evaluate the various components of the current design and identify possible site/location suitability, appropriate setbacks from property lines, and operational, technical, and reliability concerns with the current concept. The primary components include:
 - a. Dam and reservoir (foundation, liner, embankments, slope protection, etc.).
 - b. Reservoir ancillary facilities (inlets, outlets, gates, spillway, etc.).
 - c. Canal (enlargement, siphon, bridge, roads, inlets, diversions, outlets, etc.).
10. Identify if any of the current Project components should be relocated to address identified site or operational constraints.
11. Prepare a brief summary memorandum that presents the results of our evaluation of the existing Project components and identifies the areas where modifications to the existing components are necessary or desired. Review our opinions with the Program at one of the progress meetings to obtain concurrence on the items where the current concept will be revised. This will be included as part of the report in Task 7.

Deliverables:

- Memorandum of findings to be included as a section in the report described in Task 7.

Task 4 –Conceptual Design

Objectives: To develop modifications to the existing concepts or to develop new concepts as needed to address the site/location suitability, operational, technical, and reliability concerns identified with the current concept in Task 3. Develop conceptual designs that will illustrate the primary components of the Project and may include existing Project components, new components, and modified components.

Subtasks:

1. Develop the operational, geotechnical, and hydraulic design criteria that will be required for each primary Project component.
2. Perform preliminary geotechnical and hydraulic analyses as needed to support the development of the conceptual design for the various components of the Project.

3. Develop a plan that depicts the primary Project components. Develop the conceptual sizes and layouts for the various components that will be new or revised from those proposed by Olsson. Layouts will generally be established based on general design criteria, experience, and the results of the preliminary analyses completed. Conceptual-level layouts will have sufficient detail to illustrate key design features, estimate quantities of primary elements of construction, and develop an opinion of probable construction cost.
4. Identify the approximate limits of land that will be required to construct the Project.
5. Prepare a memorandum that presents the considerations and rationale for the development of the design concepts. Incorporate this memorandum as part of the Report described in Task 7.

Deliverables:

- Memorandum of findings to be included as a section in the Report described in Task 7.

Task 5 – Cost Evaluation

Objectives: To develop a conceptual-level opinion of probable construction costs for the Project with sufficient detail to enable the Program to evaluate the economics of the Project and support decisions to advance the Project. We will develop the cost opinion to a Class 4 level estimate as defined by the Association for the Advancement of Cost Estimating. This is appropriate for a study or feasibility phase where the design engineering is between 1 and 15 percent complete. The reliability of this level of estimate should be minus 15 to 30 percent and plus 20 to 50 percent.

Subtasks:

1. Estimate quantities of primary materials required to construct the Project components based on the conceptual-level layouts developed in Task 4.
2. Develop unit price and lump sum costs for the primary elements of the work based on in-house data, general cost estimating manuals, prior data from similar projects, with appropriate adjustments for site-specific issues.
3. Identify a general list of probable primary annual operation and maintenance activities and develop a general opinion of probable cost for each primary activity.
4. Identify recommended allowances to account for undefined items and non-construction-related costs. Identify recommended contingency allowances to use for the various elements of the work. We expect that it will be appropriate to use different contingency allowances based on the risk for changes in quantity and unit cost.
5. Land costs for use in the estimate will be provided by the Program.

6. Prepare a preliminary cost report for the conceptual-level design complete with estimated construction quantities, unit pricing, and extended pricing. All costs will be developed in 2012 dollars. Incorporate the cost report as part of the Report described in Task 7.

Deliverables:

- Memorandum of findings to be included as a section in the report described in Task 7.

Task 6 – Discretionary Task

This task is reserved to address new issues and allow for changes in the scope of work. Prior to using this task a work scope and budget needs to be prepared and approved by the Program. If needed, a scope for this task will be prepared separately.

Task 7 – Draft, Final, and Executive Summary Reports

Objectives: To prepare a concise summary report that:

- Presents an overview of the work performed.
- A summary of concerns with the current concept.
- Presents the proposed revised Project components and cost opinions with appropriate detail to enable the Program to evaluate the Project and make decisions regarding advancement of the Project.

Subtasks:

1. Prepare a draft outline for the report.
2. Finalize the outline based on comments from the Program.
3. Prepare a draft report.
4. Prepare a final report that incorporates comments from the Program.
5. Prepare an executive summary to be submitted along with the final report.

Deliverables:

- Draft and final outline for report. Provide draft version electronically Word format for review and final in .pdf format.
- Draft report electronically in .pdf format.
- Final report and executive summary electronically in .pdf format.

Task 8 – Results Presentation

Objectives: To provide a summary presentation of the final report to the Governance Committee in March.

Subtasks:

1. Prepare slides, exhibits, and other documents for the presentation.
2. Present the results.

Deliverables:

- Copy of slides and exhibits in .pdf format.

Task 9 - Project Delivery

Objective: Provide the schedule, cost, and financial reporting services required by the Program, manage and coordinate the work of RJH Team, and perform quality assurance reviews of deliverables.

Subtasks:

1. Manage and coordinate the work to be performed by RJH, including staffing the job, invoicing and progress reporting, and quality assurance reviews.
2. Hold regular staff meetings to coordinate the various work tasks as needed to manage delivery of the Project.
3. Prepare invoices and written monthly progress updates that will include an overview of work accomplished during the previous month; summary of any concerns or unanticipated issues; and contract budget, monthly invoiced amounts, cumulative amount invoiced by task, a summary of the hours by individual for the invoice period, and subcontract costs.
4. Provide QA review of Project deliverables.
5. Prepare and maintain a master schedule for the Project for the duration of our work

Deliverables:

- Monthly invoices and progress reports.
- Updated schedule.



**EXHIBIT “B”
BUDGET**

EXHIBIT B
BUDGET

Services will be performed on a time and expense basis in accordance with the unit rates in the attached Fee Schedule. Reimbursement for general expenses, which include computer equipment and software, printing and reproduction, communications and mailing, local transportation, tools, and parking will be invoiced at 3.0 percent of labor costs. Subcontracted services and travel expenses will be invoiced at cost. RJH labor and contract labor will be at the unit rates on the Fee Schedule in Exhibit C.

Based on our current understanding of the work, we have developed an estimate of the cost for each of the tasks. The budget for each task was developed based on estimating the level of effort and direct costs that are expected to be required to perform the work. The Program and RJH recognize that the actual level of effort to complete a particular task could be more or less than estimated. Our estimated costs by task are provided in Table 1. Supporting information for the costs is on the attached Table 2. Actual costs for any task or for the entire Project could be higher or lower than estimated based on the actual level of effort required to complete individual tasks.

TABLE 1
SUMMARY OF ESTIMATED COSTS

Task Description	Estimated Total Cost (\$)
Task 1 – Scoping, Project Meetings, and Workshops	79,770
Task 2 – General Review of Available Information	16,350
Task 3 – Site, Geotechnical, and Project Component Evaluation	36,000
Task 4 – Detailed Project Component Review	44,110
Task 5 – Cost Evaluation	14,300
Task 6 – Discretionary Task	12,020
Task 7 – Draft, Final, and Executive Summary Reports	23,720
Task 8 – Results Presentation	9,080
Task 9 – Project Delivery	14,650
TOTAL	250,000

RJH CONSULTANTS, INC.
TABLE 2

PROJECT NAME:	J-2 Regulating Reservoir Feasibility Engineering Review
PHASE:	
DATE:	July 9, 2013
NOTES:	

COST ITEMS	RATE		TASK 1		TASK 2		TASK 3		TASK 4		TASK 7		TASK 9		TASK 10		TASK 11		TOTAL # or HOURS for THIS PHASE	TOTAL BUDGET FOR THIS PHASE
			Task 1 - Scoping and Meetings		Task 2 -General Review of Available Information		Task 3 -Site, Geotechnical and Project Component Evaluation		Task 4 -Conceptual Design		Task 5 - Cost Evaluation		Task 7- Draft, Final and Executive Summary Reports		Task 8 - Results Presentation		Task 9 - Project Delivery			
			TOTAL # or HOURS	TOTAL BUDGET	TOTAL # or HOURS	TOTAL BUDGET	TOTAL # or HOURS	TOTAL BUDGET	TOTAL # or HOURS	TOTAL BUDGET	TOTAL # or HOURS	TOTAL BUDGET	TOTAL # or HOURS	TOTAL BUDGET	TOTAL # or HOURS	TOTAL BUDGET	TOTAL # or HOURS	TOTAL BUDGET		
LABOR COSTS																				
Techncial Expert - James Talbot	\$ 205.00	HR	0	\$ -	0	\$ -	0	\$ -	6	\$ 1,230.00	0	\$ -	8	\$ 1,640.00	0	\$ -	0	\$ -	14	\$ 2,870.00
Techncial Expert - B.T.A. Sagar	\$ 205.00	HR	8	\$ 1,640.00	1	\$ 205.00	3	\$ 615.00	4	\$ 820.00	0	\$ -	0	\$ -	0	\$ -	45	\$ 9,225.00	61	\$ 12,505.00
Techncial Expert - Danny McCook	\$ 205.00	HR	52	\$ 10,660.00	8	\$ 1,640.00	6	\$ 1,230.00	10	\$ 2,050.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	76	\$ 15,580.00
Techncial Expert - Daniel Brauer	\$ 205.00	HR	45	\$ 9,225.00	8	\$ 1,640.00	14	\$ 2,870.00	14	\$ 2,870.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	81	\$ 16,605.00
Senior Professional-Grade 8 - Robert Huzjak	\$ 190.00	HR	84	\$ 15,960.00	7	\$ 1,330.00	21	\$ 3,990.00	26	\$ 4,940.00	11	\$ 2,090.00	25	\$ 4,750.00	20	\$ 3,800.00	24	\$ 4,560.00	218	\$ 41,420.00
Senior Professional-Grade 7 - Jim Weldon	\$ 174.00	HR	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Senior Professional - Grade 6	\$ 149.00	HR	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Grade 5 - Korey Kadmras	\$ 134.00	HR	28	\$ 3,752.00	8	\$ 1,072.00	20	\$ 2,680.00	44	\$ 5,896.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	100	\$ 13,400.00
Grade 5 - Tom MacDougall	\$ 134.00	HR	145	\$ 19,430.00	38	\$ 5,092.00	84	\$ 11,256.00	80	\$ 10,720.00	35	\$ 4,690.00	84	\$ 11,256.00	28	\$ 3,752.00	0	\$ -	494	\$ 66,196.00
Grade 4	\$ 110.00	HR	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Grade 3	\$ 100.00	HR	40	\$ 4,000.00	32	\$ 3,200.00	84	\$ 8,400.00	88	\$ 8,800.00	52	\$ 5,200.00	32	\$ 3,200.00	0	\$ -	0	\$ -	328	\$ 32,800.00
Grade 2	\$ 88.00	HR	0	\$ -	0	\$ -	4	\$ 352.00	0	\$ -	20	\$ 1,760.00	0	\$ -	0	\$ -	0	\$ -	24	\$ 2,112.00
Grade 1	\$ 83.00	HR	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
CADD Designer	\$ 87.00	HR	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	5	\$ 435.00	5	\$ 435.00
CADD Operator	\$ 80.00	HR	0	\$ -	4	\$ 320.00	8	\$ 640.00	24	\$ 1,920.00	0	\$ -	12	\$ 960.00	4	\$ 320.00	0	\$ -	52	\$ 4,160.00
Senior Technician	\$ 70.00	HR	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Technician	\$ 56.00	HR	0	\$ -	0	\$ -	0	\$ -	12	\$ 672.00	0	\$ -	0	\$ -	4	\$ 224.00	0	\$ -	16	\$ 896.00
Word Processing/Administration	\$ 68.00	HR	24	\$ 1,632.00	6	\$ 408.00	8	\$ 544.00	0	\$ -	2	\$ 136.00	18	\$ 1,224.00	0	\$ -	0	\$ -	58	\$ 3,944.00
			0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
			0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
TOTAL LABOR COSTS			426	\$ 66,299.00	112	\$ 14,907.00	252	\$ 32,577.00	308	\$ 39,918.00	120	\$ 13,876.00	179	\$ 23,030.00	56	\$ 8,096.00	74	\$ 14,220.00	1527	\$ 212,923.00
SUBCONTRACT COSTS																				
David Bowles (RAC)	\$ 260.00	HR	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Jack Meena (States West)	\$ 125.00	HR	48	\$ 6,000.00	8	\$ 1,000.00	10	\$ 1,250.00	24	\$ 3,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	90	\$ 11,250.00
Michael O'Grady (States West)	\$ 155.00	HR	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Partic Stein (FH&U)	\$ 150.00	HR	0	\$ -	0	\$ -	8	\$ 1,200.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,200.00
RJH Markup	0%	LS		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
TOTAL SUBCONTRACT COSTS				\$ 6,000.00		\$ 1,000.00		\$ 2,450.00		\$ 3,000.00		\$ -		\$ -		\$ -		\$ -		\$ 12,450.00
OTHER DIRECT COSTS																				
Allowance for Other Expenses at Percent of Labor	3%	LS		\$ 1,988.97		\$ 447.21		\$ 977.31		\$ 1,197.54		\$ 416.28		\$ 690.90		\$ 242.88		\$ 426.60		\$ 6,387.69
TOTAL OTHER DIRECT COSTS				\$ 1,988.97		\$ 447.21		\$ 977.31		\$ 1,197.54		\$ 416.28		\$ 690.90		\$ 242.88		\$ 426.60		\$ 6,387.69
TRAVEL																				
AIRFARE	\$ 500.00	EA	3	\$ 1,500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3	\$ 1,500.00
MOTEL	\$ 120.00	HR	17	\$ 2,040.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 240.00	0	\$ -	19	\$ 2,280.00
MEALS	\$ 60.00	DAY	18	\$ 1,080.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 120.00	0	\$ -	20	\$ 1,200.00
RENTAL CAR	\$ 60.00	DAY	8	\$ 480.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 480.00
MILEAGE	\$ 0.51	MI	750	\$ 382.50	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	750	\$ 382.50	0	\$ -	1500	\$ 765.00
PARKING	\$ 21.00	DAY	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
TOTAL TRAVEL COSTS				\$ 5,482.50		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 742.50		\$ -		\$ 6,225.00
TOTAL PROJECT COSTS				\$ 79,770.47		\$ 16,354.21		\$ 36,004.31		\$ 44,115.54		\$ 14,292.28		\$ 23,720.90		\$ 9,081.38		\$ 14,646.60		\$ 237,985.69



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

2012 FEE SCHEDULE

Professional Services

Labor Category	Billing Rate per Hour (\$)
Technical Expert	205
Principal – Grade 8	190
Senior Professional – Grade 7	174
Senior Professional – Grade 6	149
Professional – Grade 5	134
Professional – Grade 4	110
Engineer/Geologist – Grade 3	100
Engineer/Geologist – Grade 2	88
Engineer/Geologist – Grade 1	83
CAD Designer	87
CAD Operator	80
Senior Technician	70
Technician	56
Word Processor/Administrative Staff	68

These rates are billed for both regular and overtime hours in all categories.

General Expenses

Reimbursement for general expenses, which include field and laboratory equipment; computer equipment and software; printing and reproduction; communications and mailing; local transportation, tolls and parking; and field equipment will be invoiced based on 3 percent of labor costs

Out of Town Travel and Subsistence

Reimbursement for expenses for travel, rental vehicles, hotels, meals, and other costs associated with out of town and overnight travel will be invoiced at cost.

Subcontractors and Subconsultants

Reimbursement for work performed by subconsultants and subcontractors will be invoiced at cost.

Contract Labor

Contract labor provided by independent consultants and temporary agencies for activities such as drafting, engineering, and word processing will be invoiced at the appropriate labor category as described above for professional services.

Payment Terms

Invoices will be submitted monthly and are due Net 60 days. Interest will accrue at the rate of 1 percent of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date.