



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

First Amendment to the Agreement between the Nebraska Community Foundation, Inc. and EA Engineering, Science, and Technology, Inc., regarding the “Platte River and Kearney Canal Water Quality 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 EA Engineering, Science, and Technology, Inc. (“Consultant”), a private consultant of Lincoln, Nebraska, 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 water quality monitoring and data analysis anticipated under the original contract. This Scope of Work, presented in **Exhibit A**, will commence after February 27, 2013 and be completed by May 1, 2014.
- (2) Increase the contract amount by **\$129,900** for the purpose of funding the work to be completed in Exhibit A. This will increase the total approved budget for this contract from \$163,800 to **\$293,700**. This budget increase shall be effective as of the date of this Amendment and funds will become available on February 27, 2013. 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 Platte River water quality project is conceived as a four-year monitoring and analysis project. 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 water quality monitoring and data analysis, and participation in the annual AMP reporting session that will be held in the spring of 2014.

All other terms of the original Agreement remain in effect as originally written in the Agreement dated February 20, 2012. The following parties agree to the terms of this Amendment and the original Agreement:



For the Consultant:

Dan Bigbee
Project Lead
EA Engineering, Science, and Technology, Inc.

Date

For the Foundation:

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

Date



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EXHIBIT A

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SCOPE OF WORK

Water Quality Monitoring and Data Analysis Platte River Recovery Implementation Program 12 February 2013 Amendment 1

PROJECT DESCRIPTION

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

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

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

Water quality monitoring and data analyses will be completed for four (4) years under the contract (2012 through 2015). The scope of work and budget described herein are for work to be completed during the second year of the contract (2013). Amendments to the contract will be completed for the remaining years based on anticipated Program actions that could affect water quality in the upcoming year. Consultant's services will be provided on a time and expense basis not to exceed one hundred twenty nine thousand and five hundred dollars (\$129,900) during the second year of the contract.

SCOPE OF WORK

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

Task 1 – Annual Monitoring Plans

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

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

Task 2 – Monitoring

The objective of Task 2 is to implement Program action-based water quality monitoring, following the specifications and guidelines provided by the Protocol Addenda and Annual Monitoring Plan. This task consists of:

- Continuous water quality monitoring conducted at times and locations on the Platte River, from Lexington to Louisville, appropriate to relevant Program actions.
 - Continuous water quality monitoring on the Kearney Canal at preselected locations at times appropriate and relevant to Program actions.
 - Collect stage and discharge data from existing gaging stations.
 - Conduct discrete water quality sampling (metals, E. coli, and suspended sediment).
- 2.1 The Scope of Work includes the installation and operation and maintenance of the sondes for one minor and two major events. It is assumed that the two major events will happen concurrently and the minor event will be independent of the major events. Effort will be reduced if the Program activities overlap.
 - 2.2 The following Minor Event will be monitored:
 - **Shoemaker Island - Island Building** (initiated in the fall 2013). Program activities will be classified as a minor event and will last for approximately four weeks. Water quality monitoring will be conducted in the Platte River at Shelton, Grand Island, Duncan, and Louisville. This minor event includes deployment of sondes and weekly operation and maintenance for a duration totaling six weeks. The equipment will be installed one week prior to the commencement of Program activities and conclude one week following completion of Program activities.
 - 2.3 The following Major Events will be monitored:
 - **Sediment Augmentation at Dyer Property and Cottonwood Ranch** (will likely start in March 2013). Program activities will be classified as a major event and will last for approximately 10 weeks. Continuous water quality monitoring equipment will be deployed in the Platte River at Lexington, Overton, Odessa, Kearney, Shelton, Grand Island, Duncan, and Louisville. When flow is diverted into the Kearney Canal, water quality equipment will also be deployed in the Platte River at the Elm Creek, in Elm Creek near the

confluence with the Platte River, in the Kearney Canal downstream of the diversion, and in the Kearney Canal near the hydropower plant. This major event includes deployment of sondes and weekly operation and maintenance for a duration totaling 12 weeks. The equipment will be installed one week prior to the commencement of Program activities and conclude one week following completion of Program activities.

- **Short Duration High Flow** (will likely start early April 2013). Program activities will be classified as a major event and will last for approximately one week. This event will happen concurrently with the Sediment Augmentation at Dyer Property and Cottonwood Ranch and will not require additional effort.
- 2.4 EA will collect grab samples for metals analysis during both major and minor events and the number of samples will vary.
- **Major Events.** One metals sampling is included per major event. Samples for metals will be collected from the Platte River at Lexington, Overton, Odessa, Kearney, Shelton, Grand Island, Duncan, and Louisville.
 - **Minor Events.** One metals sampling is included per minor event. Samples for metals will be collected from the Platte River at Shelton, Grand Island, Duncan, and Louisville.
- 2.5 When flow is diverted into the Kearney Canal, EA will collect grab samples for suspended sediment concentration (SSC) analysis during weekly operation and maintenance of the sondes from the Platte River at Elm Creek, from the Platte River at Lexington, from Elm Creek near the confluence with the Platte River, from the Kearney Canal downstream of the diversion, and from the Kearney Canal near the hydropower plant.
- 2.6 A total of six E. coli sampling events will occur (Lexington, Kearney, and Grand Island) during peak and non-peak waterfowl concentrations as coordinated with the ED Office.
- 2.7 The budget does not include the replacement of a sonde in the event of loss, damage or malfunction. The Platte River Recovery Implementation Program will be responsible for the replacement of a sonde in the event of loss, damage or malfunction unless the damage or malfunction is directly caused by EA Engineering, Science and Technology, Inc.

Task 3 – Data Analysis

The objective of this task is to perform analysis on water quality monitoring data to assess whether a statistical difference exists between the action-based water quality from 2013 and baseline water quality data.

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

Task 4 – Reporting

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

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

Additional Services:

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



EXHIBIT B

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TOTAL COST SUMMARY

**Platte River Recovery Impelmentation Program
Platte River and Kearney Canal Water Quality Monitoring
2013 Monitoring Season**

2013 Water Quality Monitoring	Labor Hours	Labor Cost	Subcontractor	ODC's	Travel	TOTAL
Task 1 - Develop Annual Monitoring Plans	7	\$730.00	\$0.00	\$44.92	\$0.00	\$774.92
Task 2 - Conduct Monitoring	694	\$52,230.00	\$0.00	\$19,968.46	\$4,718.28	\$76,916.74
Task 3 - Data Analysis	248	\$22,080.00	\$0.00	\$0.00	\$0.00	\$22,080.00
Task 4 - Reporting	318	\$28,580.00	\$0.00	\$841.42	\$706.92	\$30,128.34
TOTALS	1,267	\$103,620.00	\$0.00	\$20,854.80	\$5,425.20	\$129,900.00

NOTES

Cost summary is based on the two major and one minor anticipated Program activities for 2013 as described in the above scope of work.

Platte River Recovery Impelmentation Program
Platte River and Kearney Canal Water Quality Monitoring
2013 Monitoring Season

TABLE B - SUMMARY OF ESTIMATED COSTS

(1) Direct Labor	Class Code	Hours	Rate	Cost
Principal-in-Charge		0	\$160.00	\$0.00
Senior Technical Review/ Senior PM		16	\$150.00	\$2,400.00
Project Manager		133	\$120.00	\$15,960.00
Senior Engineer		0	\$140.00	\$0.00
Mid-level Engineer		0	\$100.00	\$0.00
Junior Engineer		0	\$75.00	\$0.00
Construction Manager		0	\$70.00	\$0.00
Engineering/Field Technician		0	\$40.00	\$0.00
Senior Geologist		0	\$140.00	\$0.00
Mid-level Geologist		0	\$90.00	\$0.00
Junior Geologist		0	\$60.00	\$0.00
Senior Scientist		50	\$140.00	\$7,000.00
Mid-level Scientist		187	\$90.00	\$16,830.00
Junior Scientist		873	\$70.00	\$61,110.00
CADD/GIS		0	\$75.00	\$0.00
Drafter		0	\$50.00	\$0.00
Administrative Assistant		0	\$40.00	\$0.00
Clerical Support		8	\$40.00	\$320.00
Subtotal Direct Labor and Multipliers				\$103,620.00
(3) Subcontractors	Units	No. of Units	Rate	Cost
Subcontractor 1	LS	0	\$1.00	\$0.00
Subcontractor 2	LS	0	\$1.00	\$0.00
Subcontractor 2	LS	0	\$1.00	\$0.00
Subcontractor 4	LS	0	\$1.00	\$0.00
Subtotal Subcontractors		0		\$0.00
G & A @ 0.00%				\$0.00
Subtotal Subcontractors and G & A				\$0.00
(3) Usage and Other Costs	Units	No. of Units	Rate	Cost
YSI - 556 (Temp, DO, Cond, pH (Grab)	day	42	\$89.93	\$3,777.06
Turbidity Meter (Grab)	day	42	\$44.52	\$1,869.84
Van Dorn Bottle	day	0	\$21.63	\$0.00
Metal Analysis (Cu, Ni, Pb, Se, Ca, Mg)	each	16	\$100.00	\$1,600.00
E. Coli Analysis	each	30	\$20.00	\$600.00
SSC Analysis	each	78	\$15.00	\$1,170.00
Calibration Standards	each	1100	\$1.00	\$1,100.00
Peristaltic Pump	day	2	\$44.52	\$89.04
Report Preparation Materials	inch	11	\$24.92	\$274.12
Vehicle Usage (1/2 Ton Pickup)	day	57	\$70.74	\$4,032.18
Vehicle Usage (Pickup)	mile	12860	\$0.34	\$4,372.56
Shipping (Cooler)	each	2	\$100.00	\$200.00
Shipping (Report)	each	0	\$60.00	\$0.00
Shipping (Letter)	each	3	\$20.00	\$60.00
Supplies	LS	1710	\$1.00	\$1,710.00
[Blank]	day	0	\$0.00	\$0.00
[Blank]	day	0	\$0.00	\$0.00
[Blank]	day	0	\$0.00	\$0.00
[Blank]	day	0	\$0.00	\$0.00
[Blank]	day	0	\$0.00	\$0.00
[Blank]	day	0	\$0.00	\$0.00
[Blank]	day	0	\$0.00	\$0.00
[Blank]	day	0	\$0.00	\$0.00
Subtotal Usage and Other Costs		15953		\$20,854.80
Subtotal ODC's				\$20,854.80
(4) Travel	Units	No. of Units	Rate	Cost
Airfare	R/T	0	\$500.00	\$0.00
Per Diem (Lexington, NE)	day	35	\$123.00	\$4,305.00
Per Diem (Denver, CO)	day	3	\$215.00	\$645.00
Mileage (POV)	mile	0	\$0.61	\$0.00
Subtotal Travel		38		\$4,950.00
G & A @ 9.60%				\$475.20
Subtotal Travel and G & A				\$5,425.20
TOTAL ESTIMATED PROJECT COSTS				\$129,900.00

Platte River Recovery Impelmentation Program
Platte River and Kearney Canal Water Quality Monitoring
2013 Monitoring Season
Price Schedule

(1) Direct Labor	Units	Rate
Principal-in-Charge	hr	\$160.00
Senior Technical Review/ Senior PM	hr	\$150.00
Project Manager	hr	\$120.00
Senior Engineer	hr	\$140.00
Mid-level Engineer	hr	\$100.00
Junior Engineer	hr	\$75.00
Construction Manager	hr	\$70.00
Engineering/Field Technician	hr	\$40.00
Senior Geologist	hr	\$140.00
Mid-level Geologist	hr	\$90.00
Junior Geologist	hr	\$60.00
Senior Scientist	hr	\$140.00
Mid-level Scientist	hr	\$90.00
Junior Scientist	hr	\$70.00
CADD/GIS	hr	\$75.00
Drafter	hr	\$50.00
Administrative Assistant	hr	\$40.00
Clerical Support	hr	\$40.00

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

(3) Usage and Other Costs	Units	Rate
YSI - 556 (Temp, DO, Cond, pH (Grab)	day	\$89.93
Turbidity Meter (Grab)	day	\$44.52
Van Dorn Bottle	day	\$21.63
Metal Analysis (Cu, Ni, Pb, Se, Ca, Mg)	each	\$100.00
E. Coli Analysis	each	\$20.00
SSC Analysis	each	\$15.00
Calibration Standards	each	\$1.00
Peristaltic Pump	day	\$44.52
Report Preparation Materials	inch	\$24.92
Vehicle Usage (1/2 Ton Pickup)	day	\$70.74
Vehicle Usage (Pickup)	mile	\$0.34
Shipping (Cooler)	each	\$100.00
Shipping (Report)	each	\$60.00
Shipping (Letter)	each	\$20.00
Supplies	LS	\$1.00
[Blank]	day	\$0.00
[Blank]	day	\$0.00
[Blank]	day	\$0.00
[Blank]	day	\$0.00
[Blank]	day	\$0.00
[Blank]	day	\$0.00
[Blank]	day	\$0.00
[Blank]	day	\$0.00

(4) Travel	Units	Rate
Airfare	R/T	\$500.00
Per Diem (Lexington, NE)	day	\$123.00
Per Diem (Denver, CO)	day	\$215.00
Mileage (POV)	mile	\$0.61



EXHIBIT C



EA Engineering, Science, and Technology, Inc.
221 Sun Valley Blvd., Ste. D
Lincoln, NE 68528
TIN# 520991911

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

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

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

Platte River and Kearney Canal Water Quality Monitoring and Data Analysis

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

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

TERMS AND CONDITIONS

3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted. The term of this Contract is from March 5, 2012 through April 30, 2016. The services to be performed under this Contract will commence upon receipt of authorization to proceed. All services shall be completed during this term.

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



4. **Payment.**

A. **Reimbursement of Expenses.** The Program agrees to pay the Consultant an amount based on the approved budget depicted in Exhibit B and hourly rate and reimbursable expenses price schedules depicted in Exhibit C, attached to this Contract and incorporated by reference as part of this Contract, for the services described in Exhibit A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract for the first year (i.e., Calendar Year 2012) shall not exceed one hundred sixty three thousand and eight hundred dollars (\$163,800).

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

Budget for Calendar Year 2012

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

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

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



Billing Point of Contact (Program):

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

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

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

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

5. Responsibilities of Consultant.

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

B. Personnel. All of the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified



and shall be authorized, licensed, or permitted under state law to perform such services, if state law requires such authorization, license, or permit.

C. Subcontracts.

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

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

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

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

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

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



and review. The Program will respond with written comments to the Consultant as soon as possible. The Consultant will address the comments of the Program in the final report. Final Reports will be provided to the Program in Microsoft Word and PDF format.

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

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

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

6. Responsibilities of the Program.

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

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

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



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

7. Special Provisions.

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

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

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

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

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

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

8. General Provisions.

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



written instrument, executed and signed by all parties to this Contract.

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

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

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

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

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

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

H. Compliance with Law. The Consultant shall keep informed of and comply



with all applicable federal, state and local laws and regulations in the performance of this Contract.

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

J. Conflicts of Interest

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

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

K. Entirety of Contract. This Contract, consisting of thirteen (13) pages, Exhibit A, consisting of nine (9) pages, Exhibit B, consisting of two (2) pages, and Exhibit C, consisting of one (1) page, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

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



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

N. Independent Contractor. The Consultant shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the Program, Foundation or ED Office for any purpose. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Consultant or its agents and/or employees to act as an agent or representative for or on behalf of the Foundation or the Program, or to incur any obligation of any kind on the behalf of the Foundation or the Program. The Consultant agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Foundation or Program employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.

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

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

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

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



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

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

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

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

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

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

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

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



performing their obligations under this Contract.

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

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

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



9. Contacts.

Administrative Point of Contact (Foundation):

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

Technical Point of Contact (Program):

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

Administrative Point of Contact (Consultant):

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

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):

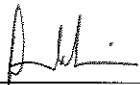
Dan Bigbee
EA Engineering, Science, and Technology
221 Sun Valley Boulevard, Suite D
Lincoln, NE 68528
Phone: (402) 476-3766
Fax: (402) 476-7825
Email: dbigbee@eaest.com

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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

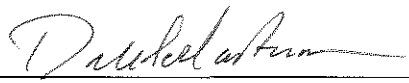


 Diane M. Wilson
 Chief Financial and Administrative Officer

3/16/2012

 Date

EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC.



 -Dan Bigbee Dale Schlauchman
 Lincoln Branch manager

3/15/12

 Date



EXHIBIT “A” SCOPE OF SERVICES

A. PROJECT DESCRIPTION

1. Location: The study area is the Platte River between Lexington and Louisville, and also includes Nebraska Public Power District’s Kearney Canal.
2. Purpose: water quality of the Platte River and the Kearney Canal will be monitored to assess whether Program actions influence water quality. Data will be analyzed in a manner to determine the Program’s influence on water quality. Annual reporting will be completed to summarize results to Program stakeholders.
3. History: The Platte River Recovery Implementation Program (Program) was initiated on January 1, 2007 between Nebraska, Wyoming, Colorado, and the Department of Interior to address endangered species issues in the central and lower Platte River basin. Baseline water quality monitoring was completed from 2009 through 2011. This contract will include water quality monitoring from 2012 through 2015, which will be focused on determining whether Program actions have an effect on water quality.

B. PROJECT REQUIREMENTS

1. Monthly Progress Reports and Billing Statements

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

Each billing statement must include a task-by-task report justifying the cost items contained in the billing statement. The monthly progress report may be used as the justification for the billing statement as long as all cost items covered in the billing statement are addressed in the progress report.

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



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

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

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

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

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

3. Final Report

The Consultant shall use the Contract Scope of Services as the outline for draft and final reports so that Consultant compliance with Contract provisions can be verified. If the final report contains information of an engineering nature, the cover of the final report, all plates, and the executive summary must be stamped and signed by a Professional Engineer licensed in the State of Nebraska or other state if appropriate to location of project site. If the final report contains information of a geologic nature, the cover of the final report, all plates, and the executive summary must be stamped and signed by a Professional Geologist licensed in the State of Nebraska. If the final report contains information of both an engineering and geologic nature, the cover of the final report, all plates, and the executive summary must be



stamped and signed by both a Professional Engineer and a Professional Geologist licensed in the State of Nebraska. At a minimum, the reproducible original to be submitted as part of the deliverables required herein must utilize an original seal(s) and original signature(s).

4. Final Report - Digital Format

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

5. Project Access

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

6. Stand-By Time

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

C. DETAILED SCOPE OF SERVICES

See Attachment A.

Attachment "A", Exhibit A
DETAILED SCOPE OF SERVICES

SCOPE OF WORK

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

PROJECT DESCRIPTION

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

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

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

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

SCOPE OF WORK

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

Task 1 – Protocol Addendum for Action-Based Monitoring

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

The Protocol Addenda will include the following:

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

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

Task 2 – Annual Monitoring Plans

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

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

Task 3 – Monitoring

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

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

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

3.3 The following Major Events will be monitored:

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

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

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

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

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

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

Task 4 – Data Analysis

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

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

Task 5 – Reporting

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

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

Additional Services:

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

EXHIBIT "B"
2012 BUDGET

TOTAL COST SUMMARY

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

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

NOTES

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

Platte River Recovery Implementation Program
Platte River and Kearney Canal Water Quality Monitoring
2012 Monitoring Season
TABLE B - SUMMARY OF ESTIMATED COSTS

(1) Direct Labor	Class Code	Hours	Rate	Cost
Principal-in-Charge		0	\$160.00	\$0.00
Senior Technical Review/ Senior PM		18	\$150.00	\$2,700.00
Project Manager		132	\$115.00	\$15,180.00
Senior Engineer		0	\$140.00	\$0.00
Mid-level Engineer		0	\$100.00	\$0.00
Junior Engineer		0	\$75.00	\$0.00
Construction Manager		0	\$70.00	\$0.00
Engineering/Field Technician		0	\$40.00	\$0.00
Senior Geologist		0	\$140.00	\$0.00
Mid-level Geologist		0	\$90.00	\$0.00
Junior Geologist		0	\$60.00	\$0.00
Senior Scientist		61	\$140.00	\$8,540.00
Mid-level Scientist		217	\$90.00	\$19,530.00
Junior Scientist		1123	\$68.00	\$76,364.00
CADD/GIS		0	\$55.00	\$0.00
Drafter		0	\$50.00	\$0.00
Administrative Assistant		0	\$45.00	\$0.00
Clerical Support		10	\$35.00	\$350.00
Subtotal Direct Labor and Multipliers				\$122,664.00
(3) Subcontractors	Units	No. of Units	Rate	Cost
Subcontractor 1	LS	0	\$1.00	\$0.00
Subcontractor 2	LS	0	\$1.00	\$0.00
Subcontractor 3	LS	0	\$1.00	\$0.00
Subcontractor 4	LS	0	\$1.00	\$0.00
Subtotal Subcontractors		0		\$0.00
G & A @ 0.00%				\$0.00
Subtotal Subcontractors and G & A				\$0.00
(3) Usage and Other Costs	Units	No. of Units	Rate	Cost
YSI - 556 (Temp, DO, Cond, pH (Grab)	day	60	\$89.93	\$5,395.80
Turbidity Meter (Grab)	day	60	\$44.52	\$2,671.20
Van Dorn Bottle	day	24	\$21.63	\$519.12
Metal Analysis (Cu, Ni, Pb, Se, Ca, Mg)	each	26	\$92.31	\$2,400.06
E. Coli Analysis	each	30	\$16.29	\$488.70
SSC Analysis	each	144	\$10.86	\$1,563.84
Calibration Standards	each	1550	\$1.00	\$1,550.00
Peristaltic Pump	day	3	\$44.52	\$133.56
Report Preparation Materials	inch	13	\$24.92	\$323.96
Vehicle Usage (1/2 Ton Pickup)	day	79	\$70.74	\$5,588.46
Vehicle Usage (Pickup)	mile	15740	\$0.61	\$9,601.40
Shipping (Cooler)	each	3	\$100.00	\$300.00
Shipping (Report)	each	0	\$60.00	\$0.00
Shipping (Letter)	each	5	\$20.00	\$100.00
Supplies	LS	2167	\$1.00	\$2,167.40
[Blank]	day	0	\$0.00	\$0.00
[Blank]	day	0	\$0.00	\$0.00
[Blank]	day	0	\$0.00	\$0.00
[Blank]	day	0	\$0.00	\$0.00
[Blank]	day	0	\$0.00	\$0.00
[Blank]	day	0	\$0.00	\$0.00
[Blank]	day	0	\$0.00	\$0.00
[Blank]	day	0	\$0.00	\$0.00
Subtotal Usage and Other Costs		19904		\$32,803.50
Subtotal ODC's				\$32,803.50
(4) Travel	Units	No. of Units	Rate	Cost
Airfare	R/T	0	\$500.00	\$0.00
Per Diem (Lexington, NE)	day	63	\$123.00	\$7,687.50
Per Diem (Denver, CO)	day	3	\$215.00	\$645.00
Mileage (POV)	mile	0	\$0.51	\$0.00
Subtotal Travel		66		\$8,332.50
G & A @ 0.00%				\$0.00
Subtotal Travel and G & A				\$8,332.50
TOTAL ESTIMATED PROJECT COSTS				\$163,800.00

EXHIBIT "C"
HOURLY RATE AND REIMBURSABLE EXPENSES
PRICE SCHEDULE 2012

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

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

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

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

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