



1 **TO:** Finance Committee (FC)
2 **FROM:** Executive Director's Office (EDO)
3 **SUBJECT:** HDR 2014-2016 Permitting Services Contract Amendment
4 **DATE:** August 28, 2017

5
6 The Platte River Recovery Implementation Program (Program) is in the process of acquiring a tract of land
7 near the town of Elm Creek for the purpose of siting a water project. The tract is known as *Stall* and abuts
8 the already Program-owned Stall tract, the to-be-acquired Follmer tract and the Program-owned Lindstrom
9 tract. Together, these four tracts define a complex that will contain three slurry wall storage facilities. This
10 complex will be an important piece of the Water Action Plan (WAP) in that it will contain three of the five
11 slurry wall storage facilities to be constructed by the Program. It is anticipated that the five slurry wall
12 storage facilities will be constructed and operational by 2025 and will provide an estimated cumulative
13 score of about 15,000 acre-feet per year (AFY), making them an essential piece of the WAP as the Program
14 moves forward.

15
16 The Follmer tract has an existing pit-style gravel mine that is going to be converted into a slurry wall storage
17 facility, however, the Stall tract and the Lindstrom tract need to be mined before they can store surface
18 water for Program purposes. The area to be mined on the Stall tract includes existing wetland areas. Prior
19 to the commencement of mining operations, a United States Army Corps of Engineers Section 404 permit
20 must be acquired. The Program contracted with HDR Engineering, Inc. (HDR) on December 8, 2014 to
21 assist with Section 404 permit applications. To that end, the attached fifth contract amendment to the
22 original agreement authorizes HDR to conduct a wetland delineation of the Stall tract and develop a Section
23 404 permit application at a cost of \$40,251.



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

Fifth Amendment to the Agreement between the Nebraska Community Foundation and HDR Engineering Inc., regarding “2014-2016 Permitting Services”

This Fifth Amendment to the Agreement between the Nebraska Community Foundation (“Foundation”) of Lincoln, Nebraska, representing all signatories to the Platte River Recovery Implementation Program (“Program”), and HDR Engineering, Inc. (“Consultant”), a private consultant of Omaha, Nebraska, is made and entered into effective on the date of signing below and the final date of this Amendment will be December 31, 2017.

The purpose of this amendment is to:

- (1) Compensate the Consultant to perform a wetland delineation and 404 Permit application at the Program’s Stall property. The scope of services associated with the evaluation is presented in **Exhibit A**.
- (2) Identify a budget of **\$40,251** for the services described by the Consultant in Exhibit A. This will increase the total approved budget for this contract from \$150,000 to \$156,327. A detailed budget breakdown of the effort expended by task and labor category is included in **Exhibit B**.

Important Amendment notes:

- (1) This is the Fifth Amendment to the Agreement. **Exhibit C** includes the Original Agreement, First, Second, Third and Fourth Amendments.

All other terms of the original Agreement remain in effect as originally written in the Agreement dated December 8, 2014. The following parties agree to the terms of this Amendment and the original Agreement:



For the Consultant:

MATTHEW B. TONDL
Sr. Vice President
HDR Engineering, Inc.

Date

For the Foundation:

DIANE M. WILSON
Manager of Public/Private Partnerships
Nebraska Community Foundation, Inc.

Date



PRRIP – ED OFFICE FINAL

08/17/2017

48

EXHIBIT A

49

Key Understandings:

No agricultural determinations are anticipated. A maximum of three field days to perform wetland delineations for two environmental scientists is anticipated. Due to the size of the site and the potential presence of wetland/non-wetland mosaics, a maximum of eight transects with a maximum of 10 sample points per transect would be used to determine the presence of wetlands.

Information/Services

Provided by Others:

Program staff will provide aerial imagery and any topographic survey information for delineation use and provide access to the Study Area.

TASK SERIES 200 - DEVELOPMENT OF SECTION 404 INDIVIDUAL PERMIT

The anticipated future mining activities within the Study Area are assumed to involve discharge and/or fill into waters of the U.S. The following tasks will be required for Clean Water Act compliance. An Individual Permit (IP) will be required.

Objective: Develop an Individual Permit application for sand and gravel mining operations.

Activity: Task 201 – Agency Coordination

Coordinate and attend one pre-application meeting with USACE during permit development. Respond to comments during USACE IP application review.

Meetings: One pre-application meeting with USACE (at the Study Area) to discuss the findings of the wetland delineation (Task 100) and the permit application.

Deliverables: Agenda, meeting materials, and meeting minutes; responses to comments from USACE and/or other agencies on the IP application.

Key Understandings:

It is assumed that the pre-application meeting would take place on-site. Two HDR professionals would attend. USACE would determine if other agencies would be invited to the on-site pre-application meeting. No additional effort is anticipated for coordination with other agencies should USACE determine their involvement is desired.

Activity: Task 202 – Individual Permit Development

The following components of the IP will be developed:

- Project purpose
- Nature of activity
- Reason for discharge
- Type and amount of discharge
- Impacts on wetlands and other waters of the U.S.

- Alternatives analysis discussion – This will focus on the alternatives for sand and gravel mining immediately adjacent to the Study Area.
- Section 106 of the Historic Preservation Act coordination. This will include a critical issues analysis (includes a records search and review of general land office maps) and recommendations, and a cover letter to USACE relative to the findings of the report.
- Demonstration of compliance with Section 7 of the Endangered Species Act (Section 7).
- Mitigation Plan – Develop a wetland mitigation plan that follows guidance from 33 CFR 332.4(c)(2-14).

Deliverables: Draft and final application

Key Understandings:

- Alternatives development is anticipated to be based on the expansion of an existing sand and gravel mining facility. Alternatives for the expansion of a sand and gravel mining facility would include only immediately adjacent parcels. PRRIP to assist HDR in identification of adjacent parcel owners. The development of a detailed 404(b)(1) showing document is not anticipated, but rather a general discussion of compliance with the guidelines and identification that Tract 1703 is the least environmentally damaging practicable alternative.
- It is assumed that USACE review of the Critical Issues Analysis will be sufficient to demonstrate Section 106 compliance. No additional SHPO coordination or field surveys are anticipated. A data acquisition cost of a maximum of \$300 is assumed.
- The Section 7 compliance will be demonstrated based on potential no effect to species. The development of a Biological Assessment is not anticipated.
- PRRIP to assist and/or supply information needed to develop the mitigation plan and includes:
 - Objectives – describe the resource types and amount of mitigation that the site will provide.
 - Site Selection – factors for site selection
 - Site Protection Instrument – A description of how the site will be protected in perpetuity from changes in land use or operation
 - Baseline Information – Existing on-site wetland and upland resources
 - Determination of Credits – Describe how the mitigation site will provide the required compensation for unavoidable impacts from the permitted activity
 - Mitigation Work Plan – Develop specifics as to the construction boundaries, methods, grading plan, and plantings.
 - Maintenance Plan – Describe how the sight will be maintained.
 - Performance Standards – Describe the standards that will determine if the mitigation site is meeting the objectives.

- 111 ○ Monitoring Requirements – Describe how the performance standards will be
- 112 measured.
- 113 ○ Long-term Management Plan – Discuss the strategy to manage the mitigation
- 114 site after the performance standards have been met.
- 115 ○ Adaptive Management Plan – Develop a management strategy to address
- 116 unforeseen changes in site conditions.
- 117 ○ Financial Assurances – Describe the financial resources available for the
- 118 mitigation project.
- 119 • A joint public notice to include Section 401 water quality certification is
- 120 anticipated.
- 121 • Response to comments on the public notice is not anticipated to require
- 122 more than 24 hours of effort.
- 123 • A Section 404 public hearing is not anticipated.

124 **Activity: Task 203 – Supplemental Environmental Information**

125 Develop supplemental environmental information suitable for USACE to use in

126 its decision document. As assessment of the projects effects on the following

127 resources will be discussed:

- 128 • Wetlands and other waters of the U.S.
- 129 • Fish and wildlife
- 130 • Threatened and endangered species
- 131 • Water quality
- 132 • Floodplain
- 133 • Regulated materials

134 In addition, a general discussion of the following Public Interest Review factors

135 will be provided:

- 136 • Land use
- 137 • Economics
- 138 • Prime and unique farmland
- 139 • Recreation
- 140 • Air quality
- 141 • Noise
- 142 • Historic and archeological properties
- 143 • Short-term, secondary, and cumulative impacts

144 **Deliverables:** Draft and final environmental analysis

145 **Key Understandings:**

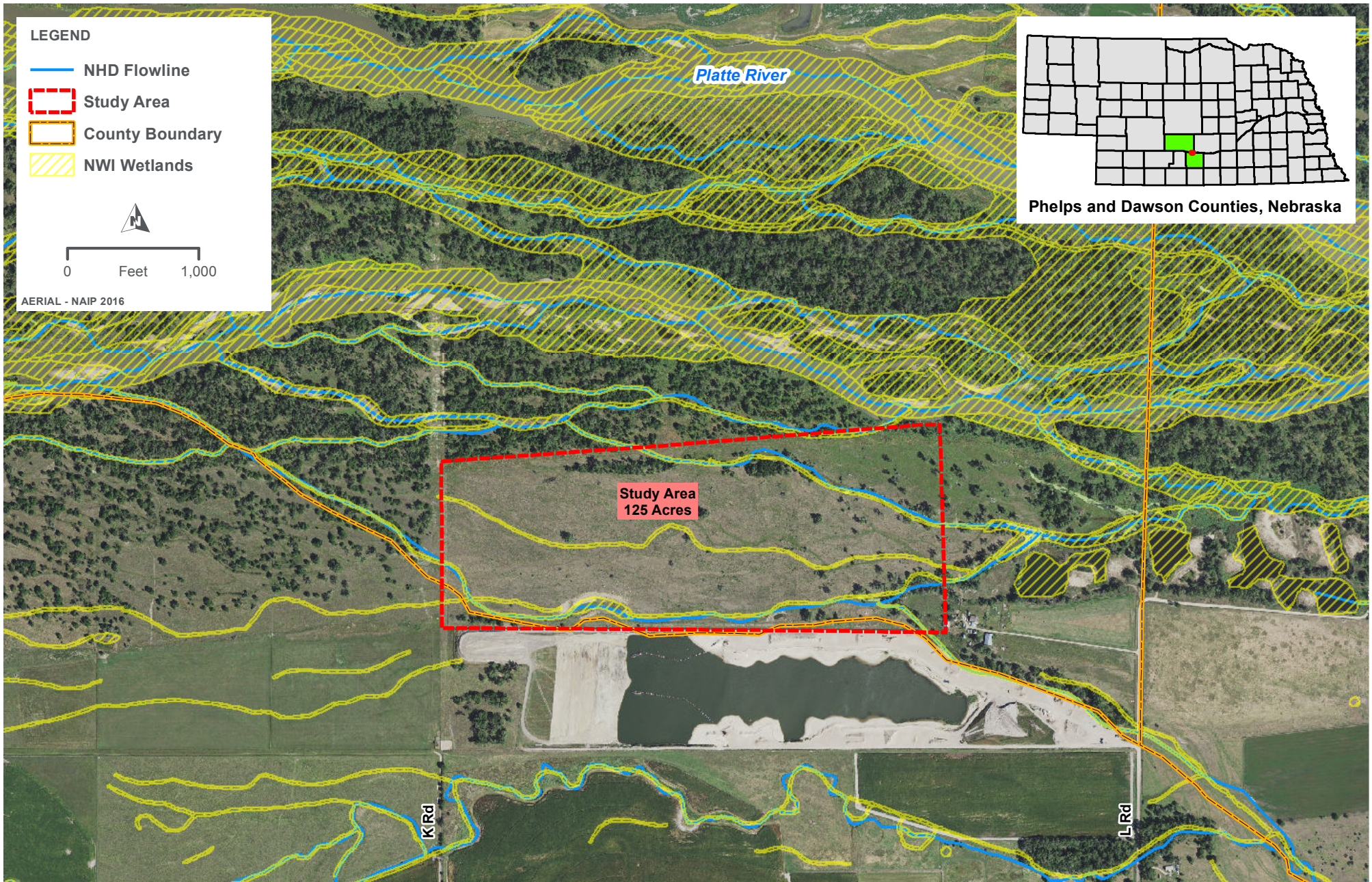
- 146 • Data collection will be limited to a review of existing water quality
- 147 information and basic census and agricultural census information.
- 148 • Analysis will be primarily qualitative. No modeling, geographic information
- 149 system (GIS) analysis, or on-site data collection will be necessary to complete

- 150 these task elements, other than what has been collected for the project as
 151 part of previous tasks.
- 152 • Floodplain and other permitting (such as conditional use permits for mining
 153 activities) is not included in this scope of services.
 - 154 • The deliverable for this task is anticipated to occur concurrently with the
 155 submittal of the IP.

156 SCHEDULE

157 The following schedule is anticipated for the above Task elements.

Task	Activity	Completion Date
100	Wetland Field Delineations	September 15, 2017
	Draft Wetland Delineation Report	October 1, 2017
	Final Wetland Delineation Report	October 15, 2017
	Pre-Application Meeting	October 30, 2017
200	Section 404 IP Application (including supplemental environmental evaluation)	November 2017
	Public Notice	December 2017



PROJECT LOCATION **SLURRY WALL STORAGE FACILITY LAND SWAP: TRACT 1703**

FIGURE 1



PRRIP – ED OFFICE FINAL

08/17/2017

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EXHIBIT B

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"Exhibit B" - Consultant Budget Platte River Recovery Implementation Program Slurry Wall Storage Facility Project Land Swap: Track 1703																
TASKS		Project Manager	Sr. Env. Scientist (QC)	Environmental Scientist II	Environmental Scientist I	Cultural Resource Specialist	Technician	Tech. Editor	Administrative	Total Hours	Total Labor Cost	Printing	Travel	Misc.	Total Expenses	Est. Total Cost
TASK SERIES 100 - Wetland Delineation Report																
Task 101	Data Collection	2	0	2	2	0	4	0	1	11	\$1,262				\$0	\$1,262
Task 102	Desktop Analysis	2	0	8	0	0	0	0	1	11	\$1,238		\$1,145	\$255	\$1,400	\$2,638
Task 103	Field Delineations/Agricultural Wetland Verifications	4	0	24	30	0	0	0	1	59	\$5,160				\$0	\$5,160
Task 104	Wetland Delineation Report	4	8	24	24	0	12	0	2	74	\$7,476	\$20			\$20	\$7,496
Estimated Task Hours Subtotal		12	8	58	56	0	16	0	5	155						
Estimated Task Cost Subtotal		\$2,160	\$1,200	\$5,626	\$3,752	\$0	\$1,888	\$0	\$510		\$15,136	\$20	\$1,145	\$255	\$1,420	\$16,556
TASK SERIES 200 - Individual Permit Development																
Task 201	Agency Coordination	22	0	16		0	4	0	2	44	\$6,188		\$320	\$85	\$405	\$6,593
Task 202	Individual Permit Development	26	10	24	24	16	10	2	2	114	\$13,270			\$300	\$300	\$13,570
Task 203	Supplemental Environmental Information	8	2	4	8	0	4	4	1	31	\$3,482	\$50			\$50	\$3,532
Estimated Task Hours Subtotal		56	12	44	32	16	18	6	5	189						
Estimated Task Cost Subtotal		\$10,080	\$1,800	\$4,268	\$2,144	\$1,648	\$2,124	\$366	\$510		\$22,940	\$50	\$320	\$385	\$755	\$23,695
TOTAL HOURS		68	20	102	88	16	34	6	10	344						
FEE TOTAL (ROUNDED)		\$12,240	\$3,000	\$9,894	\$5,896	\$1,648	\$4,012	\$366	\$1,020		\$38,076	\$70	\$1,465	\$640	\$2,175	\$40,251

EXHIBIT "B"
HOURLY RATE AND REIMBURSABLE EXPENSES
PRICE SCHEDULE 2017

HDR Engineering, Inc. Labor Rates		
Name	Title/Responsibility	2017 Billable Rate
<u>Professional</u> Pillard, Matt	Project Manager	\$180.00
<u>Senior Technial</u> Damgaard, Quinn	Senior Environmental Scientist	\$150.00
<u>Project Scientist/Technician</u> Fisher, Ben	Environmental Scientist II	\$97.00
Roll, Emily	Environmental Scientist I	\$67.00
Woehl, Ryan	GIS Technician	\$118.00
Erika Eigenberger	Cultural Resouce Specialist II	\$103.00
<u>Clerical</u> Clifton, Rachel	Administrative	\$102.00
Ruth Ellen Hughes	Editor	\$61.00

HDR Estimated Standard Expenses		
Description	Est. Cost	Unit
Lodging per person	\$120	per day
Per Diem Daily Meal Allowance per person	\$40	per meeting
Rental Car	\$75	per day
Ground Travel	\$0.50	per mile
Fuel	\$3	per gallon
GPS	\$85	per day
Printing (HDR Laser B/W, Letter Size)	\$0.05	per sheet
Printing (HDR Laser B/W, 11 x 17 Size)	\$0.10	per sheet
Printing - Print Shop (Color Laser Jet, Letter Size)	\$0.45	per sheet
Printing - Print Shop (Color, 11" x 17" Size)	\$0.90	per sheet





PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

Fourth Amendment to the Agreement between the Nebraska Community Foundation and HDR Engineering Inc., regarding “2014-2016 Permitting Services”

This Fourth Amendment to the Agreement between the Nebraska Community Foundation (“Foundation”) of Lincoln, Nebraska, representing all signatories to the Platte River Recovery Implementation Program (“Program”), and HDR Engineering, Inc. (“Consultant”), a private consultant of Omaha, Nebraska, is made and entered into effective on the date of signing below and the final date of this Amendment will be December 31, 2017.

The purpose of this amendment is to:

- (1) Extend the term of the Agreement to December 31, 2017.
- (2) Compensate the Consultant to perform a cultural resources evaluation at the Program’s Lindstrom property. The scope of services associated with the evaluation is presented in **Exhibit A**.
- (3) Identify a budget of **\$6,644** for the services described by the Consultant in Exhibit A. This will not increase the total approved budget for this contract, which is \$150,000. A detailed budget breakdown of the effort expended by task and labor category is included in **Exhibit B**.

Important Amendment notes:

- (1) This is the Fourth Amendment to the Agreement. **Exhibit C** includes the Original Agreement, First, Second and Third Amendments.

All other terms of the original Agreement remain in effect as originally written in the Agreement dated December 8, 2014. The following parties agree to the terms of this Amendment and the original Agreement:



For the Consultant:

MATTHEW B. TONDL
Sr. Vice President
HDR Engineering, Inc.

Date

For the Foundation:

DIANE M. WILSON
Manager of Public/Private Partnerships
Nebraska Community Foundation, Inc.

Date



EXHIBIT A

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Exhibit A
Platte River Recovery Implementation Program
2014-2016 Permitting Services
Fourth Amendment
Lindstrom Property Cultural Resources Evaluations

BACKGROUND AND BASIS FOR PROPOSAL

The Platte River Recovery Implementation Program (PRRIP) is administered by a governance committee comprised of representation from the Bureau of Reclamation, the United States Fish and Wild Service, and the states of Wyoming, Colorado, and Nebraska. The PRRIP has identified the Lindstrom Property (Property) to develop slurry walls for water recharge. PRRIP requests a due diligence cultural resources evaluation of the Property. The following outlines HDR's cultural resource evaluation effort.

TASK SERIES 100 – HISTORIC STANDING STRUCTURES REPORT

Objective Conduct field survey for a standing structures report.

Activities Conduct field survey within the preliminary study area. Show a map of the preliminary survey area and any standing structures identified within it.
Generate findings report including recommendations for determinations of eligibility and project effects on standing structures.

Deliverables One draft (electronic) and one final (electronic) compiled architectural property report.

Meetings None anticipated.

Key Understandings

- Only standing structures located within the project study area will be identified.
- Effort associated with findings of adverse effects, if found, are not part of this scope of services.
- HDR will not conduct consultation or coordination with any other agencies or interested parties other than PRRIP for this effort.
- Site records will be obtained as part of Task 200.
- Historic Resources Group, Inc (HRG) will perform this task in its entirety as sub-consultant services to HDR.

Information/Services

Provided by Others

PRRIP staff will provide aerial imagery for report use. PRRIP will coordinate property access.

TASK SERIES 200 – CRITICAL ISSUES ANALYSIS

Objective Identify cultural resources that require management decisions.

Activity Gather site records from Nebraska State Historical Society and review general land office maps. Summarize the cultural site records, summarize possible cultural resource regulations that will need to be addressed prior to construction and operation of the project, and develop recommendations for further cultural resource work in a report (a.k.a. Critical Issues Analysis), if needed.

Deliverables Draft (electronic) and final (electronic) Critical Issues Analysis Report.

Key Understandings

HDR will not conduct consultation or coordination with any other agencies or interested parties other than PRRIP for this effort.

SCHEDULE

The following schedule is anticipated for the above Task elements.

Task	Activity	Completion Date (business days from notice to proceed)
100	Field Survey	15
	Draft Standing Structures Report	30
	Final Standing Structures Report	40
200	Draft Critical Issues Analysis Report	20
	Final Critical Issues Analysis Report	30



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EXHIBIT B

"Exhibit B" - Consultant Budget
Platte River Recovery Implementation Program
Lindstrom Property Cultural Resources Evaluation
2014-2016 Permitting Services - Amendment #4

TASKS		Project Manager	Sr. Env. Scientist (QC)	Cultural Resource Specialist	Technician	Tech. Editor	Administrative	Total Hours	Total Labor Cost	Computer	Sub-Consultant (HRG)	Travel	Misc.	Total Expenses	Est. Total Cost
TASK SERIES 100 - Historic Standing Structures Report															
Task 100	Architectural Property Report	4	4	0	0	0	2	10	\$1,318	\$37	\$1,875		\$0	\$1,912	\$3,230
Estimated Task Cost Subtotal		\$728	\$384	\$0	\$0	\$0	\$206		\$1,318	\$37	\$1,875	\$0	\$0	\$1,912	\$3,230
TASK SERIES 200 - Critical Issues Analysis															
Task 200	Critical Issues Analysis	4	2	12	4	2	2	26	\$2,968	\$96		\$0	\$350	\$446	\$3,414
Estimated Task Cost Subtotal		\$728	\$192	\$1,248	\$476	\$118	\$206		\$2,968	\$96	\$0	\$0	\$350	\$446	\$3,414
TOTAL HOURS		8	6	12	4	2	4	36							
FEE TOTAL (ROUNDED)		\$1,456	\$576	\$1,248	\$476	\$118	\$412		\$4,286	\$133	\$1,875	\$0	\$350	\$2,358	\$6,644



EXHIBIT C



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

Third Amendment to the Agreement between the Nebraska Community Foundation and HDR Engineering Inc., regarding “2014-2016 Permitting Services”

This Third Amendment to the Agreement between the Nebraska Community Foundation (“Foundation”) of Lincoln, Nebraska, representing all signatories to the Platte River Recovery Implementation Program (“Program”), and HDR Engineering, Inc. (“Consultant”), a private consultant of Omaha, Nebraska, is made and entered into effective on the date of signing below and the final date of this Amendment will be December 31, 2016.

The purpose of this amendment is to:

- (1) Compensate the Consultant to perform additional wetland delineations and develop USACE Section 404 permit applications for activities associated with implementation of broad scale recharge facilities at the Program’s Cottonwood Ranch Complex. The scope of services associated with Section 404 permitting is presented in **Exhibit A**.
- (2) Identify a budget of **\$52,663** for the services described by the Consultant in Exhibit A. This will not increase the total approved budget for this contract, which is \$150,000. A detailed budget breakdown of the effort expended by task and labor category is included in **Exhibit B**.

Important Amendment notes:

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

All other terms of the original Agreement remain in effect as originally written in the Agreement dated December 8, 2014. The following parties agree to the terms of this Amendment and the original Agreement:



For the Consultant:

Matthew B. Tondl

MATTHEW B. TONDL
Sr. Vice President
HDR Engineering, Inc.

Sep 6, 2016

Date

For the Foundation:

Diane M. Wilson

DIANE M. WILSON
Manager of Public/Private Partnerships
Nebraska Community Foundation, Inc.

9/09/2016

Date



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EXHIBIT A

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Exhibit A
Platte River Recovery Implementation Program
2014-2016 Permitting Services
Third Amendment
Cottonwood Ranch, Morse, and Anderson Embankment Centers
Wetland Delineation and Section 404 Individual Permit Application

BACKGROUND AND BASIS FOR PROPOSAL

The Platte River Recovery Implementation Program (PRRIP) is planning to develop habitat complexes at the Cottonwood Ranch, Morse, and Anderson parcels (see Figure 1 – Project Location). The three parcels consist of approximately 1,084 acres. Prior to completing the habitat restoration activities, the three parcels will require wetland delineations to identify existing aquatic resources and would require coordination with and approval from the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (Section 404) and from the Nebraska Department of Environmental Quality (NDEQ) under Section 401 of the Clean Water Act (Section 401). The following outlines the wetland delineation and 404 permitting effort for these three parcels.

TASK SERIES 100 – WETLAND DELINEATION AND REPORT

Objective: Perform wetland and agricultural wetland delineations for the Cottonwood Ranch, Morse, and Anderson parcels located in Phelps County, Nebraska.

Activities: Two HDR Environmental Scientists from HDR's Omaha office will conduct field inspection and delineation of Waters of the U.S., including potential jurisdictional wetlands. Wetland areas will be delineated in accordance with the *1987 Corps of Engineers Wetland Delineation Manual* and the *Great Plains Regional Supplement*. Data will be collected utilizing a Global Positioning System (GPS) with sub-meter accuracy for accurate delineation map development.

Due to the agricultural land use of the area, the three tracts will be reviewed for potential farmed wetlands. In accordance with the Great Plains Regional Supplement to the Corps of Engineers Wetland Delineation Manual (Environmental Laboratory, 2010), the agricultural wetland desktop analysis would follow the mapping conventions available from the latest NRCS guidance (2015): Chapter 19, Hydrology Tools for Wetland Identification and Analysis in *Part 650 Engineering Field Handbook*. Detailed procedures for completing an aerial imagery analysis are provided in Section 650.1911(4) of the handbook. The general procedure includes review of aerial photography for the presence of wetland signatures and geospatially mapping the signatures via Geographic Information Systems (GIS). Areas that display wetland signatures in a majority of analyzed years will preliminarily be determined agricultural wetlands and will



require field-truthing (on-site hydric soil analysis). Field-truthing of the agricultural wetland areas, determined during mapping convention methodologies, would be completed as part of the wetland delineation field visit. This exercise involves navigating to the identified areas, via GPS, and performing subsurface soil analysis to determine if the areas display hydric soil indicators. Investigated areas that display hydric soil indicators would be considered agricultural wetlands.

Following the field inspection, HDR will complete a wetland delineation report documenting the findings of the field inspection. Included in the delineation report will be jurisdictional considerations for the identified wetlands.

Deliverables: One draft (electronic) and one final (electronic and hard copy) compiled report documenting wetland delineation methodology, results, and preliminary jurisdictional considerations the three parcels. One GIS geodatabase that will include GIS shapefiles of sample points and delineated wetlands and waters of the U.S.

Meetings: One meeting with Program staff via teleconference to review wetland delineation results.

Key Understandings:

Five days, including travel, is assumed for the wetland and agricultural wetland delineation field work for two HDR scientists. Due to the size of the site and the potential presence of wetland/non-wetland mosaics, a maximum of eight transects with a maximum of 10 sample points per transect would be used to determine the presence of wetlands.

Information/Services

Provided by Others:

Program staff will provide aerial imagery and any topographic survey information for delineation use. It is assumed that the delineations will be needed for the entire study area displayed in Figure 1.

TASK SERIES 200 - DEVELOPMENT OF SECTION 404 INDIVIDUAL PERMIT

The proposed embankment centers will involve discharge and/or fill into waters of the U.S. The following tasks will be required for Clean Water Act compliance. An Individual Permit (IP) will be required.

Objective: Develop an Individual Permit application for construction of embankment centers.

Activity: Task 201 – Agency Coordination



Coordinate and attend one pre-application meeting with USACE during permit development. Respond to comments during USACE IP application review.

Meetings: One pre-application meeting with USACE (at the Project site) to discuss the findings of the wetland delineation (Task 100) and the permit application.

Deliverables: Agenda, meeting materials, and meeting minutes; responses to comments from USACE and/or other agencies on the IP application

Key Understandings:

It is assumed that the pre-application meeting would take place on-site. USACE would determine if other agencies would be invited to the on-site pre-application meeting. No additional effort is anticipated for coordination with other agencies should USACE determine their involvement is desired.

Activity: Task 202 – Individual Permit Development

The following components of the IP will be developed:

- Project purpose
- Nature of activity
- Reason for discharge
- Type and amount of discharge
- Impacts on wetlands and other waters of the U.S.
- Alternatives analysis discussion – This will focus on the alternatives developed in the Environmental Impact Statement (EIS)
- Section 106 of the Historic Preservation Act coordination. This will include a critical issues analysis (includes a records search and review of general land office maps) and recommendations, and a cover letter to USACE relative to the findings of the report.
- Demonstration of compliance with Section 7 of the Endangered Species Act (Section 7)
- Mitigation discussion – This will focus on the fact that the functional assessment leads to the project being a higher and better use of resources and that no mitigation is required.

HDR Engineering, Inc. (HDR) will respond to comments received on the Public Notice, if requested by USACE.

Deliverables: Draft and final application and response to comments on the public notice

Key Understandings:

- It is assumed that USACE review of the Critical Issues Analysis will be sufficient to demonstrate Section 106 compliance. No additions SHPO coordination or field surveys are anticipated.



- The existing Section 7 compliance in accordance with land acquisition and land plan reviews is anticipated to be sufficient for compliance.
- The Biological Opinion will be used as the basis for compliance with Section 7. No informal or formal consultation is anticipated.
- Alternatives development is anticipated to be a general overview of alternatives outlined in the EIS and general description of alternatives available to the Program for in-channel habitat projects. The development of a detailed 404(b)(1) showing document is not anticipated, but rather a general discussion of compliance with the guidelines.
- No new functional assessment methodologies for assessing functional impacts on wetlands are anticipated. The functional assessment methodology developed and implemented for the Cottonwood Ranch and the Elm Creek Pre-Construction Notifications, and the Full Scale Sediment Augmentation IP are assumed to be acceptable.
- Adjacent landowner information will be provided by the Program.
- A joint public notice to include Section 401 water quality certification is anticipated.
- Response to comments on the public notice is not anticipated to require more than 24 hours of effort.
- A Section 404 public hearing is not anticipated.

Activity:

Task 203 – Environmental Analysis

Develop an environmental analysis suitable for USACE to use in its decision document. A baseline assessment will be performed to update the existing environment relative to the final EIS. The following elements will be discussed:

- Wetlands and other waters of the U.S.
- Fish and wildlife
- Threatened and endangered species
- Water quality
- Floodplain
- Regulated materials

In addition, a general discussion of the following Public Interest Review factors will be provided:

- Land use
- Economics
- Prime and unique farmland
- Recreation
- Air quality
- Noise
- Historic and archeological properties
- Short-term, secondary, and cumulative impacts



152 **Deliverables:** Draft and final environmental analysis

153 **Key Understandings:**

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- Data collection will be limited to a review of existing water quality information and basic census and agricultural census information.
 - Analysis will be primarily qualitative. No modeling, geographic information system (GIS) analysis, or on-site data collection will be necessary to complete these task elements, other than what has been collected for the project as part of previous tasks.
 - The deliverable for this task is anticipated to occur concurrently with the submittal of the IP.

162 **SCHEDULE**

163 The following schedule is anticipated for the above Task elements:

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Task	Activity	Completion Date
100	Agricultural Wetland Desktop Review	October 3, 2016
	Wetland Field Delineations	October 31, 2016
	Draft Wetland Delineation Report	November 25, 2016
	Final Wetland Delineation Report	December 9, 2016
200	Pre-Application Meeting	November 2016
	Section 404 IP Application (*assuming design is advanced enough to support permitting)	March 2016
	Public Notice	April 2017
	Environmental Analysis Document	March 2017



EXHIBIT B

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"Exhibit B" - Consultant Budget Platte River Recovery Implementation Program Cottonwood Ranch, Morse, and Anderson Embankment Centers Wetland Delineation and 404 Individual Permit Development																	
TASKS		Project Manager	Sr. Env. Scientist (QC)	Environmental Scientist II	Environmental Scientist I	Cultural Resource Specialist	Technician	Tech. Editor	Administrative	Total Hours	Total Labor Cost	Computer	Printing	Travel	Misc.	Total Expenses	Est. Total Cost
TASK SERIES 100 - Wetland Delineation Report												\$3.70					
Task 101	Data Collection	2	0	4	0	0	4	0	1	11	\$1,269	\$41				\$41	\$1,310
Task 102	Desktop Analysis	2	2	8	0	0	4	0	1	17	\$1,943	\$63		\$1,825	\$425	\$2,313	\$4,256
Task 103	Field Delineations/Agricultural Wetland Verifications	8	2	50	50	0	0	0	1	111	\$10,059	\$411				\$411	\$10,470
Task 104	Wetland Delineation Report	8	12	24	24	0	16	0	2	86	\$9,030	\$318	\$20			\$338	\$9,368
Estimated Resource Hours Subtotal		20	16	86	74	0	24	0	5	225							
Estimated Resource Cost Subtotal		\$3,440	\$2,288	\$8,342	\$5,106	\$0	\$2,640	\$0	\$485		\$22,301	\$833	\$20	\$1,825	\$425	\$3,103	\$25,404
TASK SERIES 200 - Individual Permit Development																	
Task 201	Agency Coordination	28	0	24	0	0	4	0	2	58	\$7,778	\$215		\$530	\$170	\$915	\$8,693
Task 202	Individual Permit Development	24	8	56	0	16	16	2	2	124	\$14,342	\$459			\$300	\$759	\$15,101
Task 203	Environmental Analysis	8	0	12	0	0	4	4	1	29	\$3,309	\$107	\$50			\$157	\$3,466
Estimated Task Hours Subtotal		60	8	92	0	16	24	6	5	211							
Estimated Task Cost Subtotal		\$10,320	\$1,144	\$8,924	\$0	\$1,568	\$2,640	\$348	\$485		\$25,429	\$781	\$50	\$530	\$470	\$1,831	\$27,260
TOTAL HOURS		80	24	178	74	16	48	6	10	436							
FEE TOTAL (ROUNDED)		\$13,760	\$3,432	\$17,266	\$5,106	\$1,568	\$5,280	\$348	\$970		\$47,730	\$1,613	\$70	\$2,355	\$895	\$4,933	\$52,663

EXHIBIT "B"
HOURLY RATE AND REIMBURSABLE EXPENSES
PRICE SCHEDULE 2016

HDR Engineering, Inc. Labor Rates		
Name	Title/Responsibility	2016 Billable Rate
<u>Professional</u> Matt Pillard	Project Manager	\$172.00
<u>Senior Technial</u> Damgaard, Quinn	Senior Environmental Scientist	\$143.00
<u>Project Scientist/Technician</u> Fisher, Ben Zigler, Austin Travis Talbitzer Erika Eigenberger	Environmental Scientist II Environmental Scientist I GIS Technician Cultural Resouce Specialist II	\$97.00 \$69.00 \$110.00 \$98.00
<u>Clerical</u> Clifton, Rachel Ruth Ellen Hughes	Administrative Editor	\$97.00 \$58.00

HDR Estimated Standard Expenses		
Description	Est. Cost	Unit
Lodging per person	\$120	per day
Per Diem Daily Meal Allowance per person	\$40	per meeting
Rental Car	\$75	per day
Ground Travel	\$0.50	per mile
Fuel	\$3	per gallon
GPS	\$85	per day
Printing (HDR Laser B/W, Letter Size)	\$0.05	per sheet
Printing (HDR Laser B/W, 11 x 17 Size)	\$0.10	per sheet
Printing - Print Shop (Color Laser Jet, Letter Size)	\$0.45	per sheet
Printing - Print Shop (Color, 11" x 17" Size)	\$0.90	per sheet

August 18, 2016



EXHIBIT C



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

Second Amendment to the Agreement between the Nebraska Community Foundation, Inc. and HDR Engineering Inc., regarding "2014-2016 Permitting Services"

This Second Amendment to the Agreement between the Nebraska Community Foundation, Inc. ("Foundation") of Lincoln, Nebraska, representing all signatories to the Platte River Recovery Implementation Program ("Program"), and HDR Engineering, Inc. ("Consultant"), a private consultant of Omaha, Nebraska, is made and entered into effective on the date of signing below and the final date of this Amendment will be December 31, 2016.

The purpose of this amendment is to:

- (1) Compensate the Consultant to perform additional wetland delineations and develop USACE Section 404 permit applications for activities associated with sediment augmentation locations upstream of the Overton bridge. The scope of services associated with Section 404 permitting is presented in **Exhibit A**.
- (2) Identify a budget of \$42,348 for the services described by the Consultant in Exhibit A. This will not increase the total approved budget for this contract, which is \$150,000. A detailed budget breakdown of the effort expended by task and labor category is included in **Exhibit B**.

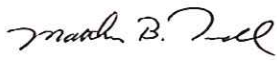
Important Amendment notes:

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

All other terms of the original Agreement remain in effect as originally written in the Agreement dated December 8, 2014. The following parties agree to the terms of this Amendment and the original Agreement:



For the Consultant:



Matthew B. Tondl
Sr. Vice President
HDR Engineering, Inc.

Mar 21, 2016

Date

For the Foundation:



Diane M. Wilson
~~Chief Operating Officer/Chief Financial Officer~~
Nebraska Community Foundation, Inc. *Manager of Public/Private Partnerships*

3/22/2016

Date



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03/21/2016

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EXHIBIT A



Exhibit A
Platte River Recovery Implementation Program
2014-2016 Permitting Services
Second Amendment
Full Scale Sediment Augmentation
Wetland Delineation and Permitting

BACKGROUND AND BASIS FOR PROPOSAL

The Platte River Recovery Implementation Program (Program) intends to mechanically augment existing Platte River sediment loads that is available from in-channel sources (augmentation areas) on Program lands. Augmentation areas below the future J2 regulating reservoir (Figure 1) were delineated in 2015. However, new lands have become available above the future J2 regulating reservoir (Figure 2) that the Program prioritized to utilized for in-channel sources. Prior to initiating mechanical augmentation activities, these areas will require wetland delineations to identify existing aquatic resources. In addition, the access road to Jeffreys Island (Figure 3) referred to as the "sand dam" has been identified, with modifications, to serve as a source of instream sediment. The area around this structure will be delineated. Additionally, Section 404 Permitting will be required prior to implementation of augmentation actions and Jeffreys Island access road modifications. This proposal outlines the wetland delineation effort for these six areas.

TASK SERIES 100 – WETLAND DELINEATION AND REPORT

Objective: Perform wetland delineations for Phase 1-3 areas (totaling approximately 60 acres) identified in Figure 2. In addition, delineate an area of 100' from the toe of the upstream and downstream slope of the Jeffreys Island access road.

Activities: Two HDR Environmental Scientists from HDR's Omaha office will conduct field inspection and delineation of Waters of the U.S., including potential jurisdictional wetlands. Wetland areas will be delineated in accordance with the *1987 Corps of Engineers Wetland Delineation Manual* and the *Great Plains Regional Supplement*. Data will be collected utilizing a Global Positioning System (GPS) with sub-meter accuracy for accurate delineation map development.

Following the field inspection, HDR will complete a wetland delineation report documenting the findings of the field inspection. Included in the delineation report will be HDR's opinion of potential jurisdictional considerations for the identified wetlands.

Deliverables: One draft (electronic) and one final (electronic and hard copy) compiled report documenting wetland delineation methodology, results, and opinion of preliminary jurisdictional considerations for the Phase 1-3 areas and for the



39 Jeffreys Island access road. Geodatabases of the Phase 1-3 areas and Jeffreys
40 Island access road containing sample points and delineated wetlands and waters
41 of the U.S.

42 **Meetings:** None anticipated.

43 **Key Understandings:**

44 Two days is assumed for the wetland delineation field work for two HDR
45 scientists. Delineations will include a minimum of one sample point per
46 augmentation area. Representative sample points for each sample area will be
47 utilized to characterize wetland areas. Transects for each augmentation area is
48 not anticipated to be required. Based on the Sediment Augmentation Pilot
49 Study, the functional assessment used for Section 404 Permitting will be a
50 qualitative discussion of the functional lift anticipated by the augmentation
51 actions. Therefore, no additional site data will be required to be collected during
52 the site visit to support a functional assessment.

53 **Information/Services**

54 **Provided by Others:**

55 Program staff will provide aerial imagery, shapefiles of wetland delineation study
56 areas, and any topographic survey information for delineation use.

57 **TASK SERIES 200 – SEDIMENT AUGMENTATION IMPLEMENTATION**
58 **PERMITTING**

59 **Objective:** Develop an Individual Permit Application for sediment augmentation
60 implementation

61 **Activity:** **Sub-Task 201 – USACE Coordination**

- 62 • Conduct a pre-application meeting with USACE to discuss the Sediment
63 Augmentation Project
64 • Coordination with USACE during permit development. Three distinct coordination
65 meetings are anticipated:
66 ○ Prior to submittal of IP to discuss alternatives discussion and the anticipated
67 functional lift
68 ○ After submittal of IP to discuss any questions/comments
69 ○ After public notice comments are received to discuss Program input on
70 response

71 **Meetings:** One on-site pre-application meeting. Three coordination meetings at Lake
72 Wehrspann Field Office.



73 **Deliverables:** Agenda, meeting materials, and meeting notes.

74 **Key Understandings:**

75 Assumes that the Program will assist in arranging the on-site visit. Two HDR
76 professionals to attend all meetings.

77 **Activity:** **Sub-Task 202 – Individual Permit Development**

78 The following components of the IP will be developed:

- 79 • Project Purpose
- 80 • Nature of Activity
- 81 • Reason for Discharge
- 82 • Type and Amount of Discharge
- 83 • Impacts to Wetlands and Other Waters of the U.S. (see Task 203)
- 84 • Alternatives analysis discussion. This will focus on the alternatives developed
85 in the EIS as well as those considered for Sediment Augmentation
- 86 • Section 106 of the Historic Preservation Act coordination This will include a
87 critical issues analysis (includes a records search and review of general land
88 office maps) and recommendations, and a cover letter to SHPO requesting a
89 review.
- 90 • Section 7 of the Endangered Species Act coordination. This includes USFWS
91 coordination and a letter of no effect based on the USFWS involvement in
92 the Program.
- 93 • Mitigation discussion. This will focus on the fact that the functional
94 assessment leads to the Project being a higher and better use of resources
95 and that no mitigation is required.
- 96 • Response to comments from the public notice

97 **Deliverables:**

- 98 • Cultural resources critical issues analysis memorandum and SHPO letter
- 99 • Letter to USFWS for Section 7 compliance
- 100 • Draft and Final application
- 101 • Response to comments on the public notice

102 **Key Understandings:**

- 103 • The IP will be designed to cover the full range of augmentation activities
104 anticipated. However, only wetland delineations of the Phase 1-3 areas will
105 be provided. It is assumed that the authorization will be modified for future
106 phases below the future J2 regulating reservoir.
- 107 • No Phase I cultural resource investigations (field ground truthing and/or
108 test holes) are included.
- 109 • All letters to be sent under Program letterhead.



- 110 • The Biological Opinion will be used as the basis for compliance with Section 7
- 111 of the ESA. No in-formal or formal consultation is anticipated. No habitat or
- 112 species surveys are anticipated.
- 113 • Alternatives development is anticipated to be a general overview of
- 114 alternatives outlined in the EIS and general description of alternatives
- 115 available to the Program for in-channel habitat projects. A detailed 404(b)(1)
- 116 showing document is not anticipated, but rather a discussion of compliance
- 117 with the guidelines.
- 118 • No new functional assessment methodologies for assessing functional
- 119 impacts to wetlands or other aquatic resources are anticipated. The
- 120 functional assessment methodology developed and implemented for the
- 121 Cottonwood Ranch and the Elm Creek PCNs are assumed to be
- 122 acceptable. No field data collection is anticipated to document functional
- 123 change.
- 124 • Adjacent landowner information (names and addresses) for use for the
- 125 application will be provided by the Program.
- 126 • A joint public notice to include NDEQ 401 Water Quality Certification is
- 127 anticipated.
- 128 • Response to comments on the public notice (both Section 401 Water Quality
- 129 and Section 404) is not anticipated to require more than 24 hours of effort.
- 130 Effort for a meeting with USACE is included in Task 201.

131 **TASK SERIES 300 – PRE-CONSTRUCTION NOTIFICATION FOR JEFFREYS**

132 **ISLAND ACCESS ROAD MODIFICATION**

133 **Objective:** Develop a Pre-Construction Notification for the Jeffreys Island access road

134 modifications.

135 **Activity:** Coordinate with USACE on the potential to utilize this structure as a sediment

136 source during high flow events as a way to introduce sediment without

137 mechanical manipulation. Develop a preconstruction notification (PCN) for

138 Nationwide Permit (NWP) #27 that accommodates the actions needed to

139 prepare the structure for its use as a sediment source and address its

140 reconstruction following high flow events.

141 **Meetings:** The pre-application meeting in Sub-Task 201 will address this project. One

142 meeting with USACE (Lake Wehrspann Field Office) will occur following submittal

143 of the PCN.

144 **Deliverables:**

- 145 • Cultural resources critical issues analysis memorandum and SHPO letter
- 146 • Letter to USFWS for Section 7 compliance
- 147 • Draft and Final PCN



Key Understandings:

- It is assumed that no mitigation would be required as the footprint of the existing access road would not be exceeded
- The cultural resources critical issues analysis memorandum identified in Sub-Task 202 will review the Jeffreys Island access road project.
- Coordination with CNPPID will be addressed by the Program.
- If USACE determines that a NWP #27 is not acceptable, a re-evaluation of permitting options will determine if the project can be authorized under a different NWP or if an individual permit is necessary. Development of an Individual Permit for this project is not included in this Amendment.

SCHEDULE

The following schedule is anticipated for the above Task elements:

Task Series	Activity	Completion Date
100	Wetland Field Delineations	May 13, 2016
	Draft Report and GIS database	May 20, 2016 ¹
	Final Report and GIS database	May 27, 2016
200		
Sub-Task 201	USACE Pre-Application Meeting	May 13, 2016
Sub-Task 202	Draft Permit Application	June 10, 2016 ²
	Final Permit Application	June 24, 2016
300	Draft PCN	June 17, 2016
	Final PCN	July 1, 2016

¹Assumes a 2 day review by Program

²Assumes a 5 day review by Program

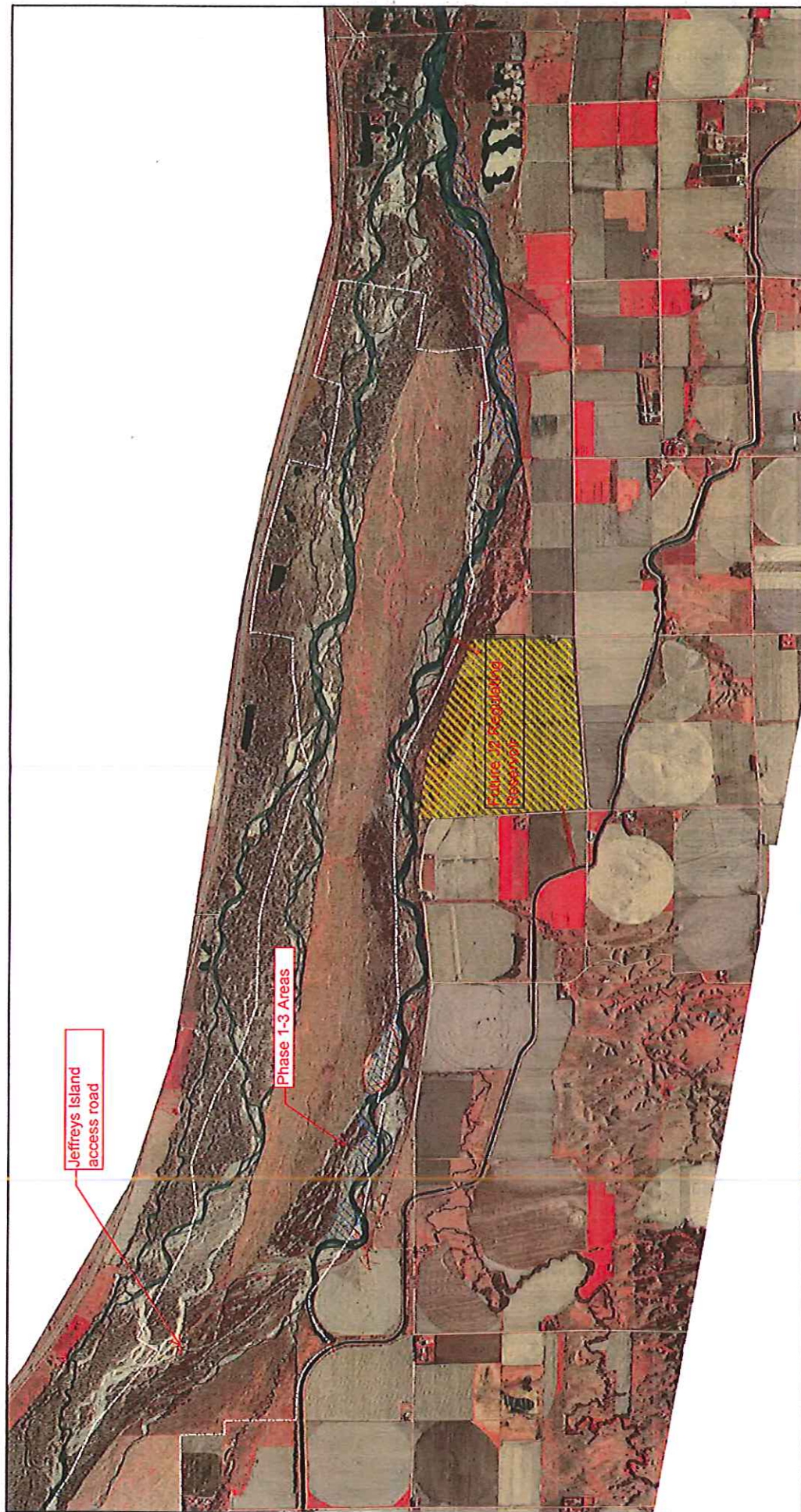
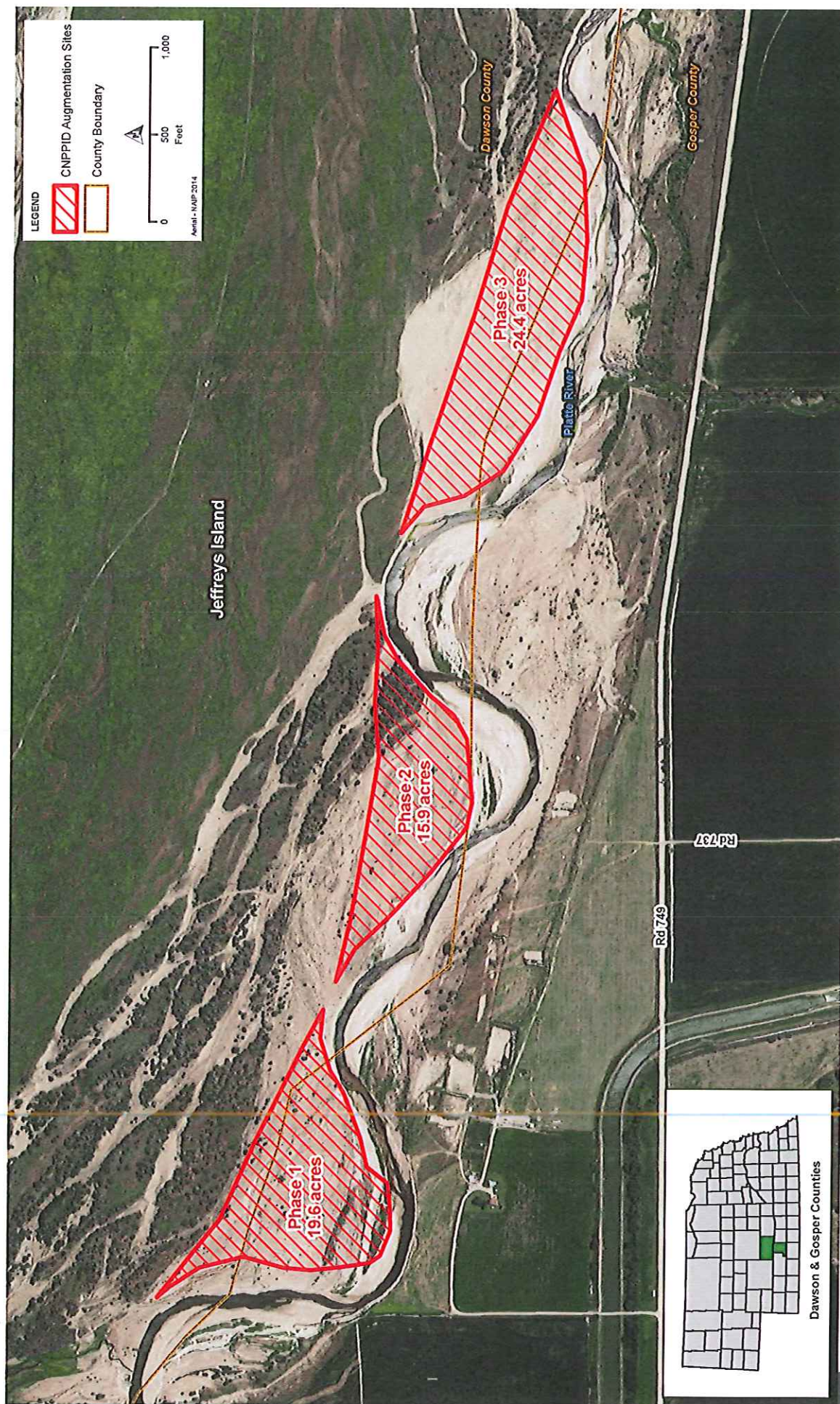


Figure 1 - Project Vicinity



PRIP - SEDIMENT AUGMENTATION
CNPPID AUGMENTATION SITES
FIGURE 2

Figure 3

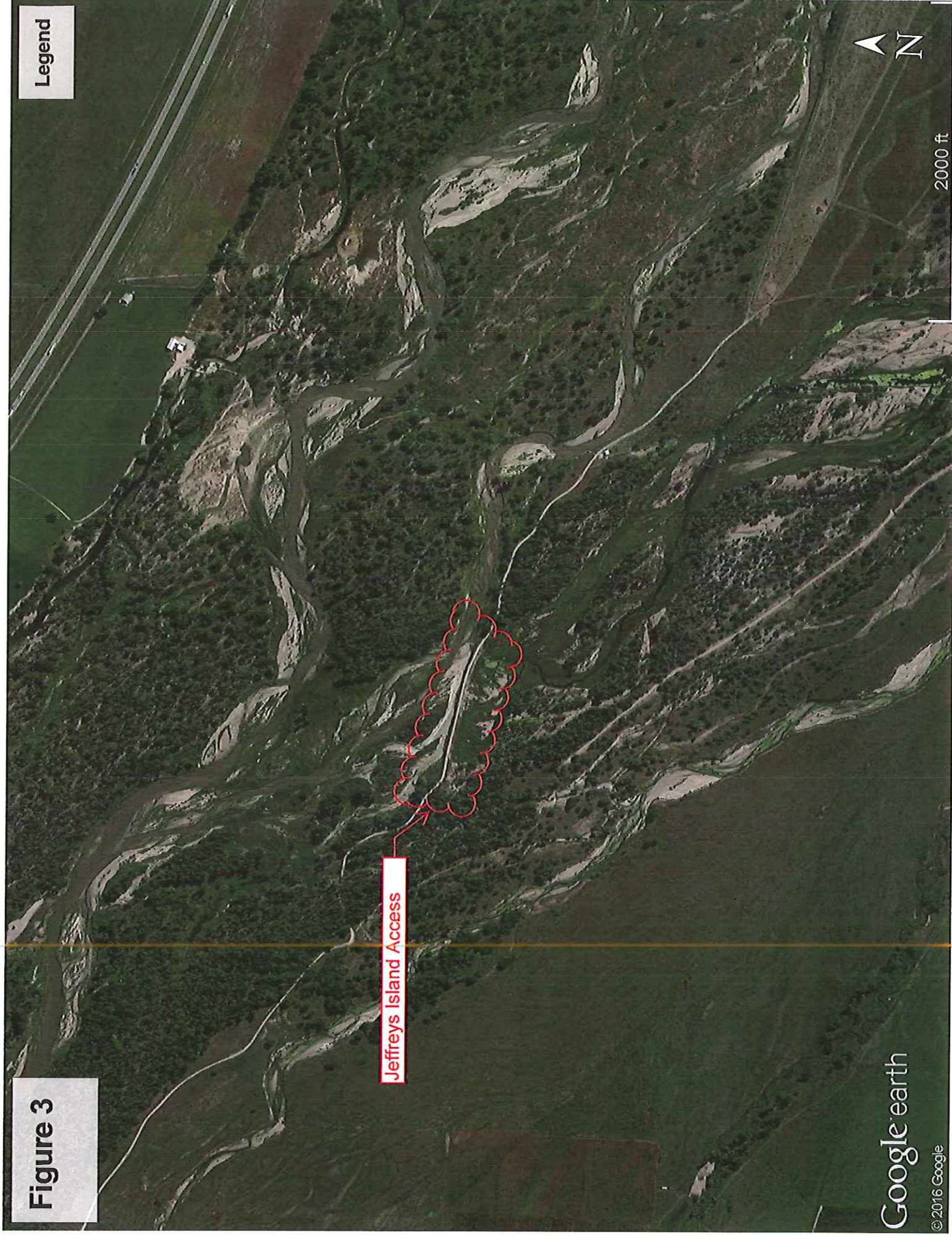
Legend

Jeffreys Island Access

Google earth

© 2016 Google

2000 ft





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03/21/2016

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EXHIBIT B

Exhibit B - Consultant Budget
Platte River Recovery Implementation Program
Amendment 2 - Sediment Augmentation Delineations and Permitting

TASKS	Project Manager (Pillard)	Sr. Technical (Dangaard)	Envir. Scientist 1 (Fisher)	Cultural Resource Specialist (Eigenberger)	Administrative (Clifton)	Total Hours	Total Labor Cost	Computer	Printing	Travel	Misc	Total Expenses	Est. Total Cost
TASK SERIES 100 - Wetland Delineation													
Wetland Delineation Field Visit	4	16	0	0	0	40	\$5,300	\$148		\$820	\$170	\$1,138	\$6,438
Draft Delineation Report (2)	4	4	6	0	0	55	\$6,051	\$204				\$204	\$6,255
Final Delineation Reports (2)		2		4	1	7	\$813	\$26	\$25			\$51	\$864
Estimated Resource Hours Total	8	22	6	4	1	102	\$12,164					\$1,392	\$13,556
Estimated Resource Cost Total	\$7,376	\$3,784	\$858	\$0	\$134		\$12,164	\$377	\$25	\$820	\$170	\$1,392	\$13,556
TASK SERIES 200 - Sediment Augmentation Implementation													
Task 201													
USACE Coordination													
a) Pre-Application	2	16	0	0	0	32	\$4,406	\$118				\$323	\$4,729
b) Coordination Meetings (3)	2	16	0	0	0	34	\$4,584	\$126		\$33		\$159	\$4,743
Individual Permit Development													
a) Cultural Review	2		4	10		16	\$1,696	\$59	\$15		\$100	\$174	\$1,870
b) Individual Permit Development	4	12	6	32	2	56	\$6,780	\$207	\$50			\$257	\$7,037
c) Public Notice Response	2	24				26	\$4,472	\$96				\$96	\$4,568
Estimated Task Hours Subtotal	12	68	6	10	4	164	\$21,938	\$607	\$65	\$238	\$100	\$1,010	\$22,948
Estimated Task Cost Subtotal	\$2,064	\$11,693	\$858	\$880	\$348		\$21,938					\$1,010	\$22,948
TASK SERIES 300 -Pre-Construction Notification for Jeffrey's Island													
Draft PCN	2	8	2	0	0	34	\$4,060	\$126		\$11	\$126	\$263	\$4,323
Final PCN	2	2	0	8	0	12	\$1,432	\$44			\$44	\$89	\$1,521
Estimated Task Hours Subtotal	4	10	2	8	0	46	\$5,492					\$351	\$5,843
Estimated Task Cost Subtotal	\$688	\$1,720	\$286	\$2,604	\$0		\$5,492	\$170	\$0	\$11	\$170	\$351	\$5,843
TOTAL HOURS	24	100	14	156	8	312							
FEE TOTAL (ROUNDED)	\$4,128	\$17,200	\$2,002	\$14,508	\$776		\$39,594	\$1,154	\$90	\$1,069	\$440	\$2,764	\$42,348

EXHIBIT "B"
HOURLY RATE AND REIMBURSABLE EXPENSES
PRICE SCHEDULE 2016

HDR Engineering, Inc. Labor Rates			
Name	Title/Responsibility	Office	2016 Billable Rate
<u>Professional</u> Pillard, Matt	Project Manager	HDR	\$172.00
<u>Senior Technical</u> Damgaard, Quinn	Senior Environmental Scientist	HDR	\$143.00
Pillard, Matt	Environmental Scientist 3	HDR	\$172.00
<u>Project Scientist/Technician</u> Fisher, Ben	Environmental Scientist 1	HDR	\$93.00
Eigenberger, Erika	Cultural Resource Specialist	HDR	\$98.00
<u>Technical Support</u> Mertz, John	GIS	HDR	#REF! \$0.00
Talbertizer, Travis	Enviromental/GIS	HDR	
<u>Clerical</u> Rachel Clifton	Administrative	HDR	\$97.00

HDR Estimated Standard Expenses		
Description	Est. Cost	Unit
Lodging per person	\$115	per day
Per Diem Daily Meal Allowance per person	\$40	per meeting
Rental Car	\$75	per day
Ground Travel	\$0.550	per mile
Fuel	\$2	per gallon
GPS	\$85	per day
Printing (HDR Laser B/W, Letter Size)	\$0.05	per sheet
Printing (HDR Laser B/W, 11 x 17 Size)	\$0.09	per sheet
Printing - Print Shop (Color Laser Jet, Letter Size)	\$0.45	per sheet
Printing - Print Shop (Color, 11" x 17" Size)	\$0.90	per sheet





PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

First Amendment to the Agreement between the Nebraska Community Foundation, Inc. and HDR Engineering Inc., regarding "2014-2016 Permitting Services"

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 HDR Engineering, Inc. ("Consultant"), a private consultant of Omaha, Nebraska, is made and entered into effective on the date of signing below and the final date of this Amendment will be December 31, 2016.

The purpose of this amendment is to:

- (1) Compensate the Consultant to perform wetland delineation services at the anticipated full-scale sediment augmentation location within the Plum Creek Complex. The scope of services associated with the wetland delineation is presented in **Exhibit A**.
- (2) Identify a budget of **\$14,421** for the services described by the Consultant in **Exhibit A**. This will not increase the total approved budget for this contract, which is **\$150,000**. A detailed budget breakdown of the effort expended by task and labor category is included in **Exhibit B**.

Important Amendment notes:

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

All other terms of the original Agreement remain in effect as originally written in the Agreement dated December 8, 2014. The following parties agree to the terms of this Amendment and the original Agreement:



30 For the Consultant:

31

32

33

34



35 Matthew B. Tondl

36 Sr. Vice President

37 HDR Engineering, Inc.

38

39 For the Foundation:

40

41

42

43



44 Diane M. Wilson

45 Chief Operating Officer/Chief Financial Officer

46 Nebraska Community Foundation, Inc.

10/12/15

Date

10/15/2015

Date



47
48

EXHIBIT A



Exhibit A
Platte River Recovery Implementation Program
2014-2015 Permitting Services
Full Scale Sediment Augmentation
Wetland Delineation

BACKGROUND AND BASIS FOR PROPOSAL

The Platte River Recovery Implementation Program (Program) intends to mechanically augment existing Platte River sediment loads by distributing 150,000 tons of sand that is available from in-channel sources (augmentation areas) on Program lands (approximately 115 acres – see Figure 1). Prior to initiating mechanical augmentation activities, the six augmentation areas will require wetland delineations to identify existing aquatic resources. The following outlines the wetland delineation effort for these six areas.

TASK SERIES 100 – WETLAND DELINEATION AND REPORT

Objective: Perform wetland delineations for six areas (totaling approximately 115 acres) along the Platte River located in Dawson and Phelps Counties, south of Overton, NE.

Activities: Two HDR Environmental Scientists from HDR's Omaha office will conduct field inspection and delineation of Waters of the U.S., including potential jurisdictional wetlands. Wetland areas will be delineated in accordance with the *1987 Corps of Engineers Wetland Delineation Manual* and the *Great Plains Regional Supplement*. Data will be collected utilizing a Global Positioning System (GPS) with sub-meter accuracy for accurate delineation map development.

Following the field inspection, HDR will complete a wetland delineation report documenting the findings of the field inspection. Included in the delineation report will be jurisdictional considerations for the identified wetlands.

Deliverables: One draft (electronic) and one final (electronic and hard copy) compiled report documenting wetland delineation methodology, results, and preliminary jurisdictional considerations for the six areas.

One GIS geodatabase that will include GIS shapefiles of sample points and delineated wetlands and waters of the U.S.

Meetings: One meeting with Program staff via teleconference to review wetland delineation results.

Key Understandings:



Two days is assumed for the wetland delineation field work for two HDR scientists. Delineations will include a minimum of one sample point per augmentation area. Representative sample points for each sample area will be utilized to characterize wetland areas. Transects for each augmentation area is not anticipated to be required. Based on the Sediment Augmentation Pilot Study, the functional assessment used for Section 404 Permitting will be a qualitative discussion of the functional lift anticipated by the augmentation actions. Therefore, no additional site data will be required to be collected during the site visit to support a functional assessment.

Information/Services

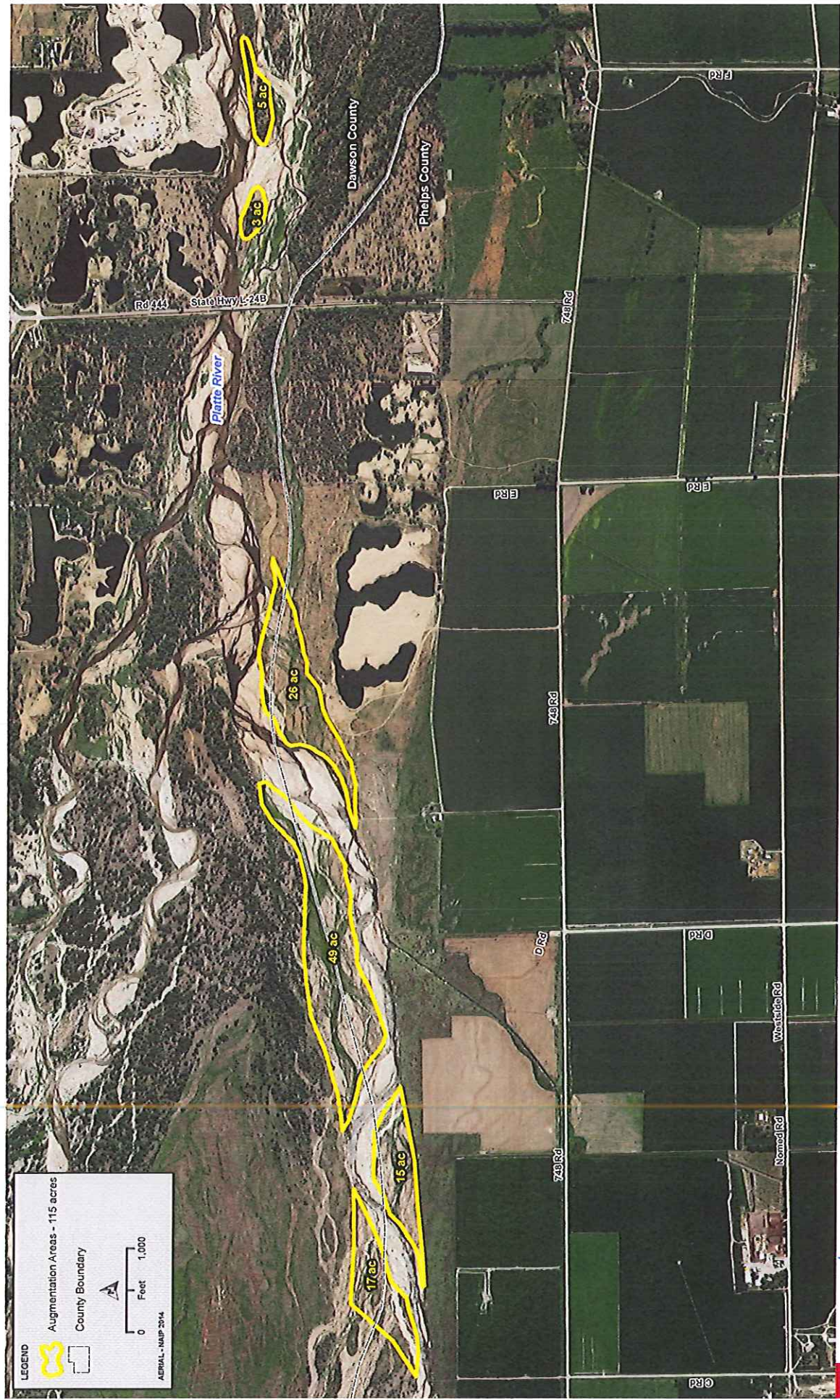
Provided by Others:

Program staff will provide aerial imagery, shapefiles of wetland delineation study areas, and any topographic survey information for delineation use.

SCHEDULE

The following schedule is anticipated for the above Task elements:

Task	Activity	Completion Date
001	Wetland Field Delineations	October 31, 2015
	Draft Report and GIS database	November 30, 2015
	Final Report and GIS database	December 11, 2015



LEGEND

Augmentation Areas - 115 acres

County Boundary

0 1,000 Feet

AERIAL - JANU 2014



49

EXHIBIT B

50

Exhibit B - Consultant Budget
Platte River Recovery Implementation Program
Full Scale Sediment Augmentation - Wetland Delineation

TASKS	Project Manager (Pillard)	Sr. Technical (Pillard)	Sr. Technical (Danggaard)	Envir. Scientist 1 (Fisher)	Administrative	Total Hours	Total Labor Cost		Computer	Printing	Travel	Misc.	Total Expenses	Est. Total Cost
TASK SERIES 100 - Wetland Delineation														
Task 101	2	18	0	24	2	46	\$5,520	\$170		\$820	\$170		\$1,160	\$6,680
Task 102	2	8	4	32	2	48	\$5,072	\$178					\$178	\$5,250
Task 103	2	4	4	8	2	20	\$2,392	\$74		\$25			\$99	\$2,491
Estimated Resource Hours Total	6	30	8	64	6	114	\$12,984						\$1,437	\$14,421
Estimated Resource Cost Total	\$996	\$4,980	\$1,080	\$5,376	\$552		\$12,984	\$422	\$25	\$820	\$170		\$1,437	\$14,421
\$3,70														

EXHIBIT "B"
HOURLY RATE AND REIMBURSABLE EXPENSES
PRICE SCHEDULE 2015

HDR Engineering, Inc. Labor Rates			
Name	Title/Responsibility	Office	2015 Billable Rate
<u>Professional</u> Pillard, Matt	Project Manager	HDR	\$166.00
<u>Senior Technical</u> Damgaard, Quinn	Senior Environmental Scientist	HDR	\$135.00
Pillard, Matt	Environmental Scientist 3	HDR	\$166.00
<u>Project Scientist/Technician</u> Fisher, Ben	Environmental Scientist 1	HDR	\$84.00
<u>Clerical</u> Katie D'Agostino	Administrative	HDR	\$92.00

HDR Estimated Standard Expenses		
Description	Est. Cost	Unit
Lodging per person	\$115	per day
Per Diem Daily Meal Allowance per person	\$40	per meeting
Rental Car	\$75	per day
Ground Travel	\$0.500	per mile
Report Binders and Shipping	\$5	per copy
Printing (HDR Laser B/W, Letter Size)	\$0.10	per sheet
Printing (HDR Laser B/W, 11 x 17 Size)	\$0.20	per sheet
Printing - Print Shop (Color Laser Jet, Letter Size)	\$0.75	per sheet
Printing - Print Shop (Color, 11" x 17" Size)	\$1.50	per sheet
Printing - Print Shop Report Tab Indexes	\$0.65	each
Printing - Print Shop Report 3-Hole Drilling	\$0.01	per sheet
CD-ROM Production + Label and Case	\$25.00	per disc
Presentation Boards (plot and mount)	\$150.00	each
Color Plotting for Maps (E-Size Coated Paper)	\$50	per sheet
Computer time for Engineering work	\$10	per hour
Computer time for CADD/GIS work	\$15	per hour
Film and Photo Processing	\$12	per roll





HDR Engineering, Inc.
8404 Indian Hills Drive
Omaha, NE 68114-4098

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

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
Agreement between Nebraska Community Foundation, Inc., Platte River Recovery Implementation Program, and HDR

2014-2016 Permitting Services

1. Parties. This Agreement 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 HDR Engineering, Inc. ("Consultant"). The following persons are authorized to represent the parties through this Agreement: Diane Wilson of the Foundation, Dr. Jerry Kenny of the Program; and Matt Pillard of HDR.

2. Purpose of Agreement. The purpose of this Agreement is to allow the Foundation, acting as the fiscal agent for the Governance Committee (GC) of the Program, and the Consultant to enter into an agreement for services for the project "2014-2016 Permitting Services."

TERMS AND CONDITIONS

3. Term of Agreement and Required Approvals. This Agreement is effective when all parties execute it and all required approvals are been granted. The term of this Agreement is from the date of signing through December 31, 2016. The services to be performed under this Agreement will commence upon receipt of authorization to proceed. All services shall be completed during this term.

4. Payment.

A. Reimbursement of Expenses. The Program agrees to pay the Consultant an amount based on the approved budget depicted in Exhibit B for the services described in Exhibit A, attached to this Agreement and incorporated by reference as part of this Agreement. Total payment for services under the terms of this Agreement shall not exceed one hundred fifty thousand dollars (\$150,000) unless agreed upon by the Program. Billings shall be rendered monthly. Payments of bills are due within 60 days after the billing.

NOTE: This Agreement is for three years (2014-2016) of work. However, the annual budget estimate of \$50,000 per year is subject to review and approval annually by the Governance Committee. Funding is contingent on continued funding of the Program as a whole. This Agreement secures the services of the Consultant for three years but does not constitute an obligation to pay unless the Governance Committee approves each annual budget, the Program retains funding, and The Consultant completes the work as described in Exhibit A.

B. Project Budget. The estimated project budget for tasks outlined in Exhibit A is \$50,000 per year for a total Agreement budget of \$150,000. *Budgets are set annually (calendar year) and are evaluated and approved by the Governance Committee each December for the following calendar year (calendar year = Program fiscal year). The final Total Project Cost will depend on annual scopes of*



work and budgets for each year during the term of the Agreement, which will be negotiated and agreed upon by the Program and the Consultant annually.

C. Billing Procedures. The Consultant shall send billing reports for services performed for the various tasks outlined in Exhibit A to the Executive Director's Office ("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 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
Email: kennyj@headwaterscorp.com

D. Money Withheld. If the Program staff and Program partners has reasonable grounds for believing that the Consultant will be unable to perform this Agreement 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 Agreement is terminated pursuant to Section 8U. Any amount so withheld will be paid if satisfactory performance is achieved on or before the Effective Date of Termination. 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. In the event of work termination, the Program will remedy with the Consultant and a mutually acceptable resolution will be sought. If the issue cannot be resolved, the Consultant may seek the appropriate legal recourse.

5. Responsibilities of the Consultant.

A. Scope of Services. The Consultant shall perform the specific services required under this Agreement in a satisfactory and proper manner as outlined in Exhibit A. If there is any conflict between this Agreement 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 personnel under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under federal and state law to perform such services, if federal and state law requires such authorization, license, or permit.



C. 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 Agreement.

D. 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 Agreement, and one (1) copy of each unpublished report prepared under this Agreement shall be submitted to the Program. If the Consultant writes any computer program or uses a 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. 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 Agreement. The user manual shall also specify the source code language and the type of computer equipment necessary to operate the program(s). Any spreadsheet, documents, or computer software generated as a part of this Agreement shall be the sole property of the Program.

E. 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 Agreement 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 Agreement.

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, 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 Agreement 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 Agreement 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 Agreement related activities of the Consultant and all its contractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and the Consultant on site to examine or evaluate completed work or work in progress, and to observe all Consultant personnel in every phase of performance of Agreement related work. Program monitoring of activities will be at the Program's expense.

D. Kickbacks. The Consultant certifies and pledges that to the best of its knowledge and belief no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Consultant breaches or violates this pledge, the Program may, at its discretion, terminate this Agreement without liability to the Program, or deduct from the Agreement 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 unless other mutually accepted agreements are made.

8. General Provisions.

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

B. Applicable Law/Venue. The construction, interpretation and enforcement of this Agreement shall be governed by applicable federal and Nebraska law. The Federal Courts of the State of Nebraska shall have jurisdiction over this Agreement and the parties.

C. Assignment/Agreement 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 Agreement without the prior written consent of the other party. The Consultant shall not use this Agreement, 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 Agreement. 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 Agreement. 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 Agreement 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 Agreement 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 Agreement. The Consultant shall cooperate fully with other contractors and the Program in all such cases.

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

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 Agreement.

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 Agreement shall be kept confidential by the Consultant unless written permission is granted by the Program for its release.

J. Conflicts of Interest

(i) The 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. The Consultant shall notify the Program of any potential or actual conflicts of interest arising during the course of the Consultant's performance under this Agreement. This Agreement may be terminated in the event a conflict of interest arises. Termination of the Agreement will be subject to a mutual settlement of accounts. In the event the Agreement 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 Agreement includes, but is not necessarily limited to; representing a client in an 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 Agreement. This Agreement, consisting of nine (9) pages, Exhibit A, consisting of three (3) pages, and Exhibit B, consisting of eleven (11) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.



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

246
247 **M. Consultant Liability.** The Consultant agrees to be responsible for damage to
248 persons or property to the proportionate extent caused by the negligent or wrongful acts or omissions of
249 the Consultant employees or its contractors acting within the scope of their employment.

250
251 **N. Independent Consultant.** The Consultant shall function as an independent
252 consultant for the purposes of this Agreement, and shall not be considered an employee of the Program,
253 Foundation or ED Office for any purpose. The Consultant shall assume sole responsibility for any debts
254 or liabilities that may be incurred by the Consultant in fulfilling the terms of this Agreement, and shall be
255 solely responsible for the payment of all federal, state and local taxes which may accrue because of this
256 Agreement. Nothing in this Agreement shall be interpreted as authorizing the Consultant or its agents
257 and/or employees to act as an agent or representative for or on behalf of the Foundation or the Program,
258 or to incur any obligation of any kind on the behalf of the Foundation or the Program. The Consultant
259 agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to
260 Foundation or Program employees will inure to the benefit of the Consultant or the Consultant's agents
261 and/or employees as a result of this Agreement.

262
263 **O. Notices.** All notices arising out of, or from, the provisions of this Agreement
264 shall be in writing and given to the parties at the address provided under this Agreement, either by regular
265 mail, facsimile, e-mail, or delivery in person.

266
267 **P. Notice and Approval of Proposed Sale or Transfer of the Consultant.** The
268 Consultant shall provide the Program with the earliest possible advance notice of any proposed sale or
269 transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be
270 provided in accordance with the notice provision of this Agreement. Internal redistributions of stock do
271 not require disclosure.

272
273 **Q. Ownership of Documents/Work Product/Materials.** All documents, reports,
274 records, field notes, data, samples, specimens, and materials of any kind resulting from performance of
275 this Agreement are at all times the property of the Program.

276
277 **R. Patent or Copyright Protection.** The Consultant recognizes that certain
278 proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar
279 restrictions, and pledges that no work performed by the Consultant or its contractors will violate any such
280 restriction.

281
282 **S. Proof of Insurance.** The Consultant shall provide the Program with proof of
283 insurance as part of finalizing this Agreement. Minimum insurance requirements will include \$1,000,000
284 general liability per occurrence. To the extent authorized by law, the Consultant shall indemnify, save,
285 and hold harmless the Nebraska Community Foundation; the states of Colorado, Wyoming, and



Nebraska; the Department of the Interior; members of the Governance Committee; and the Program Executive Director's Office, their employees, employers, and agents; against all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred to the proportionate extent caused by any negligent act or omission by the Consultant or its employees, agents, subcontractors, or assignees pursuant to the terms of this project.

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, and unemployment insurance.

U. Termination of Agreement. This Agreement may be terminated, without cause, by the Program upon fifteen (15) days written notice. This Agreement may be terminated immediately for cause if the Consultant fails to perform in accordance with the terms of this Agreement. The Consultant shall likewise have the right to unilaterally terminate the agreement for good cause.

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 Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

W. Time. The Consultant agrees to adhere to Agreement schedules for accomplishing the tasks called for under the Agreement.

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

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

Z. Limitation of Liability. To the maximum extent permitted by law, except for Consultant's gross negligence or/and willful misconduct, Consultants liability for Foundation's damages will not, in the aggregate, exceed \$1,000,000. This limitation of liability will apply whether Consultant's liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include Consultant's officers, affiliated corporations, employees, and subcontractors.



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
Email: dwilson@nebcommfound.org

Technical Point of Contact (Program):

Chadwin Smith
Director of Natural Resources Decision Support
Platte River Recovery Implementation Program
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (402) 432-7950
Email: smithc@headwaterscorp.com

Administrative and Technical Point of Contact (Consultant):

Matt Pillard
HDR Engineering, Inc.
8404 Indian Hills Drive
Omaha, NE 68106
Phone: (402) 399-1186
Email: matt.pillard@hdrinc.com

Admin. 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
Email: kennyj@headwaterscorp.com


Media Point of Contact (Program):

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



10. **Signatures.** By signing this Agreement, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Agreement, and that they have the authority to sign it.


NEBRASKA COMMUNITY FOUNDATION



Diane M. Wilson
Chief Financial and Administrative Officer

12/12/2014
Date

HDR ENGINEERING, INC. (Consultant)



Matthew B. Tondl
Sr. Vice President
HDR Engineering, Inc.

12/9/14
Date



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EXHIBIT A

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PRRIP 2014-2016 Permitting Services Scope of Work

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SCOPE

Implementation of the Program's Adaptive Management Plan (AMP) includes management actions in the channel of the central Platte River intended to test hypotheses related to habitat creation and maintenance and subsequent use by the target species. Three primary actions require permitting authority:

1) Sediment Augmentation

Several AMP hypotheses relate to restoration of sediment balance in the central Platte River. The Program completed a sediment augmentation pilot study in 2014 comparing the effectiveness of two types of augmentation activities. That pilot study was conducted under a Section 404 permit from the U.S. Army Corps of Engineers that included Section 401 Water Quality Certification from the Nebraska Department of Environmental Quality. A final pilot study report was made publicly available in July 2014. The results of the pilot study indicate that the most effective means of augmentation for the Program in the near term will be through mechanical placement of sediment in the channel, either directly into the channel during periods of adequate flow or through stockpiling and placement for mobilization during subsequent high flow events. All sediment can be accessed and prepared on Program lands along the central Platte River. This augmentation is expected to begin in late 2014 and occur annually as directed by the Governance Committee and in accordance with implementation of the AMP. Augmentation planning and oversight of implementation will be conducted by the Program's Executive Director's Office. However, the Program is seeking expert contractor assistance to secure necessary federal and state permits for augmentation activities.

2) In-channel island construction

Nesting habitat for interior least terns and piping plovers in the central Platte River channel is generally considered to be bare sand islands moated by river flow. Since 2011, the Program constructed islands on certain Program properties according to habitat criteria developed by the Program's Technical Advisory Committee (TAC). While some of those islands persist, many have been largely or completely eroded or otherwise degraded by several high flow events on the central Platte. Those islands were constructed under permitting authority from the U.S. Army Corps of Engineers. Additionally, more islands will be constructed over time to continue investigations into habitat selection by terns and plovers. The Program is seeking expert contractor assistance to secure necessary federal and state permits for new island construction and ongoing maintenance.

3) Wetland restoration and enhancement

The Program committed to acquiring and maintaining approximately 400 acres of off-channel palustrine wetland habitat. The Program acquired a portion of the required palustrine wetland habitat and is considering restoration and enhancement activities to improve habitat suitability for whooping cranes. Activities may include excavation, construction of water control structures, and other construction activities to increase wetland area and improve function.

In all instances, general activities under this RFP include:

- Meet with Executive Director's Office staff in Kearney, Nebraska to discuss planned activities, necessary permits, and strategies for securing those permits.
- Coordinating and completing all necessary permit application documentation.
- Coordinating meetings between the Corps, Nebraska Department of Environmental Quality, and Program as necessary.
- Ensuring permit requirements are met and all required reporting is completed in full and on schedule.



430 Permitting activities conducted under this RFP will be contracted through a Master Service Agreement.
 431 The EDO will develop and execute Task Orders for specific permitting tasks as necessary. Detailed costs
 432 and scopes of work for each permitting task will be developed for each Task Order and that process will
 433 include appropriate review by the EDO and the Program's Technical Advisory Committee and Finance
 434 Committee as necessary.



EXHIBIT B

**FY14 Consultant Budget, Hourly Rates, and Hours
(Updated annually)**



Platte River Recovery Implementation Program 2014-2016 Permitting Services

The Platte River Recovery Implementation Program's (Program) Adaptive Management Plan (AMP) includes management actions in the channel of the central Platte River intended to test hypotheses related to habitat creation and maintenance and subsequent use by the target species. To test hypotheses, Program management actions include: 1) sediment augmentation; 2) in-channel island construction; and 3) wetland restoration and enhancement. These actions require coordination with and approval from the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (Section 404) and from the Nebraska Department of Environmental Quality (NDEQ) under Section 401 of the Clean Water Act (Section 401). The following tasks have been identified to assist the Executive Directors Office (EDO) in obtaining Section 404 authorizations and Section 401 water quality certifications for Program management actions.

TASK SERIES 100 – PROGRAM COORDINATION

Objective: Coordinate with the EDO to discuss planned activities, develop permitting strategies, and initiate general agency coordination.

Activity: Coordinate and attend meetings with the EDO to discuss the details of 2015 actions requiring Section 404 authorizations and Section 401 water quality certifications. Develop a permitting strategy (memorandum) that includes meeting Section 404 authorizations and Section 401 water quality certification requirements.

Coordinate, assist in material development, and participate in one agency meeting that presents information on pending Program management actions.

Develop and maintain a permitting matrix that outlines the development, submittal, reviews, and approvals of permit applications.

Meetings: Four meetings at the EDO office in Kearney, Nebraska; one multi-agency coordination meeting at the EDO office in Kearney.

Deliverables: EDO Coordination – Agenda, meeting materials, and meeting minutes
Permit Strategy Memorandum – Draft and final permitting strategy memorandum
Agency Coordination – Agenda, meeting materials, and meeting minutes
Permit Matrix – Initial matrix and updates as needed

Key Understandings:

The agency coordination meeting is intended to provide an overview of projects that the Program is initiating in 2015. If possible, site visits to potential project



sites would occur. Meals and transportation for agencies for the site visit is not included in this task, but can be included as additional services. Activity specific coordination is included in each individual project task provided below.

TASK SERIES 200 - DEVELOPMENT OF INDIVIDUAL PERMIT FOR SEDIMENT AUGMENTATION

The Program intends to mechanically augment existing Platte River sediment loads by distributing 150,000 tons of sand that is available from in-channel sources on Program lands (potentially at the Plum Creek and Cottonwood Ranch Complexes). The sediment augmentation actions will involve discharge and/or fill into waters of the U.S. The following tasks will be required for Clean Water Act compliance. An Individual Permit (IP) will be required.

Objective: Develop an Individual Permit application for sediment augmentation actions.

Activity: Task 201 – Agency Coordination

Coordinate and attend one pre-application meeting with USACE and NDEQ during permit development. Respond to comments during USACE IP application review.

Meetings: One pre-application meeting with USACE (at Lake Wehrspann field office) to discuss the findings of the wetland delineation (Task 204) and the permit application.

Deliverables: Agenda, meeting materials, and meeting minutes; responses to comments from USACE and/or NDEQ on the IP application

Key Understandings:

It is assumed that the multi-agency coordination meeting identified in Task 100 addresses the need for an on-site meeting with USACE and other agencies. It is assumed that the Environmental Protection Agency (EPA) and/or NDEQ would participate in the pre-application meeting.

Activity: Task 202 – Individual Permit Development

The following components of the IP will be developed:

- Project purpose
- Nature of activity
- Reason for discharge
- Type and amount of discharge
- Impacts on wetlands and other waters of the U.S. (see Task 203)
- Alternatives analysis discussion – This will focus on the alternatives developed in the Environmental Impact Statement (EIS) as well as those considered for sediment augmentation
- Demonstration of compliance with Section 7 of the Endangered Species Act (Section 7)



- Mitigation discussion – This will focus on the fact that the functional assessment leads to the project being a higher and better use of resources and that no mitigation is required.

HDR Engineering, Inc. (HDR) will respond to comments received on the Public Notice, if requested by USACE.

Deliverables: Draft and final application and response to comments on the public notice

Key Understandings:

- The existing Section 106 of the National Historic Preservation Act (Section 106) reviews in accordance with the land acquisition and land plan reviews combined with State Historic Preservation Office (SHPO) coordination will be sufficient to demonstrate Section 106 compliance.
- The existing Section 7 compliance in accordance with land acquisition and land plan reviews is anticipated to be sufficient for compliance.
- The Biological Opinion will be used as the basis for compliance with Section 7. No informal or formal consultation is anticipated.
- Alternatives development is anticipated to be a general overview of alternatives outlined in the EIS and general description of alternatives available to the Program for in-channel habitat projects. The development of a detailed 404(b)(1) showing document is not anticipated, but rather a general discussion of compliance with the guidelines.
- No new functional assessment methodologies for assessing functional impacts on wetlands are anticipated. The functional assessment methodology developed and implemented for the Cottonwood Ranch and the Elm Creek Pre-Construction Notifications are assumed to be acceptable.
- Adjacent landowner information will be provided by the Program.
- A joint public notice to include Section 401 water quality certification is anticipated.
- Response to comments on the public notice is not anticipated to require more than 24 hours of effort.
- A Section 404 public hearing is not anticipated.

Activity: Task 203 – Environmental Analysis

Develop an environmental analysis suitable for USACE to use in its decision document. A baseline assessment will be performed to update the existing environment relative to the final EIS. The following elements will be discussed:

- Wetlands and other waters of the U.S.
- Fish and wildlife
- Threatened and endangered species
- Water quality
- Floodplain



- 114 • Regulated materials
- 115 In addition, a general discussion of the following Public Interest Review factors
- 116 will be provided:
- 117 • Land use
- 118 • Economics
- 119 • Prime and unique farmland
- 120 • Recreation
- 121 • Air quality
- 122 • Noise
- 123 • Historic and archeological properties
- 124 • Short-term, secondary, and cumulative impacts
- 125 **Deliverables:** Draft and final environmental analysis
- 126 **Key Understandings:**
- 127 • Data collection will be limited to a review of existing water quality
- 128 information and basic census and agricultural census information.
- 129 • Analysis will be primarily qualitative. No modeling, geographic information
- 130 system (GIS) analysis, or on-site data collection will be necessary to complete
- 131 these task elements, other than what has been collected for the project as
- 132 part of previous tasks.
- 133 • The deliverable for this task is anticipated to occur concurrently with the
- 134 submittal of the IP.
- 135 **Activity:** **Task 204 – Wetland Delineation and Functional Assessments**
- 136 Perform wetland delineations in accordance with the 1987 USACE Manual and
- 137 the Great Plains Regional Supplement. Documentation of wetlands and other
- 138 waters of the U.S. will be provided on Water of the U.S. Determination Data
- 139 Forms. Photograph documentation will be taken at all wetlands, sample
- 140 locations, and identified waters of the U.S. Field work will include two HDR
- 141 professionals in the field for 2 days. A wetland delineation and functional
- 142 assessment report will be developed for inclusion in the IP.
- 143 **Deliverables:** Wetland delineation and functional assessment report
- 144 **Key Understandings:**
- 145 • Two separate sites will be analyzed. One at the Plum Creek Complex and one
- 146 at the Cottonwood Ranch Complex.
- 147 • The functional assessment developed for the Elm Creek In-Channel Nesting
- 148 Island Project would be implemented. No changes to the functional
- 149 assessment are anticipated.



- Wetland delineations are anticipated for the sediment source areas, the area of fill, and any access roads needed.
- The need for agricultural determinations in accordance with the 1985 Food Security Act is not anticipated.

TASK SERIES 300 - DEVELOPMENT OF INDIVIDUAL PERMIT FOR ELM CREEK NESTING ISLANDS

Objective: Develop Individual Permit application for the Elm Creek In-Channel Habitat Complex.

Activity: Task 301 – USACE Coordination

Coordinate and attend one pre-application meeting with USACE and NDEQ during permit development. Respond to comments during USACE IP application review.

Meetings: One pre-application meeting with USACE (at Lake Wehrspann field office) to discuss the findings of the wetland delineation (Task 304) and the permit application.

Deliverables: Agenda, meeting materials, and meeting minutes

Key Understandings:

It is assumed that the agency coordination meeting identified in Task 100 addresses the need for an on-site meeting with USACE.

Activity: Task 302 – Individual Permit Development

The IP developed for the existing Elm Creek In-Channel Nesting Island Project will be used for the basis of the IP. The following components of the IP will be developed:

- Project purpose
- Nature of activity
- Reason for discharge
- Type and amount of discharge
- Impacts on wetlands and other waters of the U.S. (see Task 304)
- Alternatives analysis discussion – this will focus on the alternatives developed in the EIS as well as those considered for sediment augmentation
- Demonstration of compliance with Section 7
- Mitigation discussion – This will focus on the fact that the functional assessment leads to the project being a higher and better use of resources and that no mitigation is required.



184 HDR will respond to comments received on the Public Notice, if requested by
185 USACE.

186 **Deliverables:** Draft and final IP application and response to comments on the public notice

187 **Key Understandings:**

- 188 • The Biological Opinion will be used as the basis for compliance with Section
- 189 7. No informal or formal consultation is anticipated.
- 190 • Alternatives development is anticipated to be a general overview of
- 191 alternatives outlined in the EIS and general description of alternatives
- 192 available to the Program for in-channel habitat projects. The development of
- 193 a detailed 404(b)(1) showing document is not anticipated, but rather a
- 194 general discussion of compliance with the guidelines.
- 195 • The functional assessment developed for the Elm Creek In-Channel Nesting
- 196 Island Project would be implemented. No changes to the functional
- 197 assessment are anticipated.
- 198 • Adjacent landowner information will be provided by the Program.
- 199 • A joint public notice to include Section 404 water quality certification is
- 200 anticipated.
- 201 • Response to comments on the public notice is not anticipated to require
- 202 more than 24 hours of effort.
- 203 • A Section 404 public hearing is not anticipated.

204 **Activity:** **Task 303 – Environmental Analysis**

205 Develop an environmental analysis suitable for USACE to use in its decision
206 document. The following elements will be discussed:

- 207 • Wetlands and other waters of the U.S.
- 208 • Fish and wildlife
- 209 • Threatened and endangered species
- 210 • Water quality
- 211 • Floodplain
- 212 • Regulated materials

213 **Deliverables:** Draft and final environmental analysis

214 **Key Understandings:**

- 215 • Data collection will be limited to a review of existing publically available
- 216 information.
- 217 • Analysis will be qualitative. No modeling, GIS analysis, or on-site data
- 218 collection will be necessary to complete these task elements, other than
- 219 what has been collected for the project as part of previous tasks.
- 220 • The deliverable for this task is anticipated to occur concurrently with the
- 221 submittal of the IP.



222 **Activity:** **Task 304 – Wetland Delineation and Functional Assessments**
223 Perform wetland delineations in accordance with the 1987 USACE Manual and
224 the Great Plains Regional Supplement. Documentation of wetlands and other
225 waters of the U.S. will be provided on Water of the U.S. Determination Data
226 Forms. Photograph documentation will be taken at all wetlands, sample
227 locations, and identified waters of the U.S. Field work will include two HDR
228 professionals in the field for 2 days. A wetland delineation and functional
229 assessment report will be developed for inclusion in the IP.

230 **Deliverables:** Draft and final wetland delineation and functional assessment report

231 **Key Understandings:**

- 232 • In-channel delineations are anticipated. It is assumed that Platte River flows
233 will accommodate a pedestrian survey. If flows are at a level that prohibits a
234 pedestrian survey, HDR and the EDO office will coordinate on alternative
235 methods for survey and/or delaying the survey until conditions are safe.
- 236 • The functional assessment developed for the Elm Creek In-Channel Nesting
237 Island Project would be implemented. No changes to the functional
238 assessment are anticipated.
- 239 • Wetland delineations are anticipated for the source areas for island building
240 material, the area of fill, and any access roads needed.
- 241 • The need for agricultural determinations in accordance with the 1985 Food
242 Security Act is not anticipated.

243 **TASK SERIES 400 – WETLAND RESTORATION**

244 **Objective:** **Develop a Pre-Construction Notification to perform a Program developed**
245 **wetland restoration project**

246 **Activity:** **Pre-Construction Notification Development**

- 247 • Pre-application meeting with USACE; it is assumed that an on-site meeting
248 would be required.
- 249 • Preparation of a Pre-Construction Notification

250 **Meetings:** One on-site meeting with USACE (one HDR professional, 1 day meeting).

251 **Deliverables:** Meeting materials and meeting notes. Draft and final Pre-Construction
252 Notification.

253 **Key Understandings:**

254 It is assumed that the wetland restoration site and associated work activities
255 would qualify for a Nationwide Permit Number 27. Wetland delineations have



256
257

been completed and no additional field work would be required. EDO will provide all information needed for the Pre-Construction Notification.

Budget Plate River Recovery Implementation Program 2014-2016 Environmental Permitting Services 2014/2015 Fee Estimate																		
TASKS	Project Manager - Pillard	Sr. Env. Engineer - Moran	Sr. Water Resource Engineer - Engle	Env. Scientist/OC - Damsgard	Env. Scientist 2 - Fisher/Hall	Envir. Scientist 1 - Franco/Fisher	Sr. GIS Analyst - Wohl	GIS Analyst - Herz	Admin - Wolf	Editor - Huggs	Total Hours	Total Labor Cost	Computer	Printing	Travel	Misc.	Total Expenses	Est. Total Cost
TASK SERIES 100 - Program Coordination																		
EDO Meetings	40	16	16					4	2	8	88	\$15,636	\$370	\$107	\$975		\$1,401	\$17,037
Permit Strategy	8	2		2							12	\$2,180	\$44				\$44	\$2,224
Agency Coordination Meeting	16				12				2		30	\$4,040	\$111				\$111	\$4,151
Permit Matrix	4				8						12	\$1,484	\$44				\$44	\$1,528
Estimated Task Hours Subtotal	68	18	16	2	20	0	0	4	4	8	140	\$23,320						
Estimated Task Cost Subtotal	\$17,280	\$6,710	\$2,296	\$270	\$2,400	\$0	\$0	\$140	\$368	\$456	140	\$23,320	\$562	\$107	\$975	\$0	\$1,400	\$24,528
TASK SERIES 200 - Development of IP for Sediment Augmentation																		
Task 201																		
Agency Coordination	4					6					10	\$1,078	\$37		\$17		\$54	\$1,132
a) Pre-Application Meeting	8					8					16	\$1,600	\$59				\$59	\$1,659
b) Comment Response																		
Individual Permit Development																		
Task 202																		
a) Application Development	8			4	8	32	2	6	2	2	64	\$5,004	\$237	\$11			\$247	\$5,251
b) Comment Response	8					16					24	\$2,432	\$89				\$89	\$2,521
Environmental Analysis						8					8	\$552	\$30				\$30	\$582
Task 203																		
Wetland Delineation/Functional Assessment																		
Task 204																		
a) Field Work	4			2		40	2	4			50	\$3,904	\$185		\$585		\$770	\$4,754
b) Report	4			2		40	4	4			50	\$4,024	\$185		\$271		\$200	\$4,240
Estimated Task Hours Subtotal	36	0	0	6	8	160	4	14	2	2	222	\$79,864						
Estimated Task Cost Subtotal	\$2,275	\$0	\$0	\$970	\$1,600	\$10,240	\$440	\$1,120	\$144	\$174	222	\$79,864	\$627	\$22	\$602	\$0	\$1,455	\$81,373
TASK SERIES 300 - Development of Individual Permit for Elm Creek (Leading Islands)																		
Task 301																		
USACE Coordination	4					6					10	\$1,078	\$37		\$17		\$54	\$1,132
a) Pre-Application Meeting	8					8					16	\$1,600	\$59				\$59	\$1,659
b) Comment Response																		
Individual Permit Development																		
Task 302																		
a) Application Development	8			4	8	34	2	6	2	2	68	\$5,562	\$207	\$9			\$216	\$5,769
b) Comment Response	4					16					20	\$1,768	\$74				\$74	\$1,842
Environmental Analysis						8					8	\$552	\$30				\$30	\$582
Task 303																		
Wetland Delineation/Functional Assessment																		
Task 304																		
a) Field Work	4			2		40	2	4			50	\$3,904	\$185		\$585		\$770	\$4,754
b) Report	4			2		40	4	4			50	\$4,024	\$185		\$271		\$200	\$4,240
Estimated Task Hours Subtotal	32	0	0	6	8	78	4	14	2	2	206	\$19,272	\$762	\$3	\$177	\$0	\$478	\$19,762
Estimated Task Cost Subtotal	\$2,772	\$0	\$0	\$970	\$1,600	\$9,632	\$440	\$1,120	\$144	\$174	206	\$19,272	\$762	\$3	\$177	\$0	\$478	\$19,762
TASK SERIES 400 - Wetland Restoration																		
Task 401																		
Pre-Application Meeting	10			4		8		2			20	\$2,260	\$74		\$240		\$314	\$2,584
Pre-Construction Notification	8			4		24		4			40	\$2,844	\$74		\$16		\$164	\$3,009
Estimated Task Hours Subtotal	18	0	0	4	0	32	0	6	0	0	60	\$5,094	\$222	\$16	\$240	\$0	\$478	\$5,672
Estimated Task Cost Subtotal	\$2,960	\$0	\$0	\$1,600	\$0	\$2,208	\$0	\$1,120	\$0	\$0	60	\$5,094	\$222	\$16	\$240	\$0	\$478	\$5,672
TOTAL HOURS																		
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**HOURLY RATE AND REIMBURSABLE EXPENSES
PRICE SCHEDULE 2015**

HDR Engineering, Inc. Labor Rates			
Name	Title/Responsibility	Office	2010 Billable Rate
<u>Professional</u> Pillard, Matt	Project Manager	HDR	\$166.00
<u>Senior Technical</u> Morton, John Engelbert, Pat Engel, John Quinn Damgaard	Senior Environmental Engineer Senior Water Resources Engineer Senior Water Resources Engineer Senior Scientist/QC	HDR HDR HDR HDR	\$295.00 \$206.00 \$204.00 \$135.00
<u>Project Scientist/Technician</u> Pillard, Matt Ben Fisher Hall, Meagan Jeff Franco Alex Fischer	Senior Scientist Environmental Scientist II Environmental Scientist II Environmental Scientist I Environmental Scientist I	HDR HDR HDR HDR HDR	\$166.00 \$84.00 \$100.00 \$69.00 \$68.00
<u>Technical Support</u> Ryan Woehl John Mertz	Sr. GIS Analyst GIS Analyst	HDR HDR	\$110.00 \$85.00
<u>Clerical</u> Staci Wolf Ruth Ellen Hughs	Administrative Editor	HDR	\$92.00 \$57.00

HDR Estimated Standard Expenses		
Description	Est. Cost	Unit
Lodging per person	\$105	per day
Meals (lunch) per coordination meeting	\$30	per day
Rental Car per person	\$75	per day
Fuel	\$3.50	per gallon
Ground Travel	\$1	per mile
Report Binders and Shipping	\$5.00	per copy
Printing (HDR Laser B/W, Letter Size)	\$0.03	per sheet
Printing (HDR Laser B/W, 11 x 17 Size)	\$0.09	per sheet
Printing - Print Shop (Color Laser Jet, Letter Size)	\$0.15	per sheet
Printing - Print Shop (Color, 11" x 17" Size)	\$0.90	per sheet
Printing - Print Shop Report Tab Indexes	\$0.65	each
Printing - Print Shop Report 3-Hole Drilling	\$0.01	per sheet
Presentation Boards (plot and mount)	\$75	each
Color Plotting for Maps (E-Size Coated Paper)	\$50	per sheet