



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

Professional Services Contract Amendment No. 2

1. **Amendment.** This is Amendment No. 2 to the Contract, dated September 7, 2023, between the Nebraska Community Foundation (“Foundation”), representing all Signatories to the Platte River Recovery Implementation Program (“Program”), and LRE Water (“Consultant”) for the Program’s Expanded Recapture Reconnaissance Study (now the Elwood Outlet Feasibility Study). The following persons are authorized to represent the parties through this Amendment: Jason Kennedy of the Foundation; Jason Farnsworth of the Program; and William Fronczak of the Consultant.

2. **Purpose.** This Amendment No. 2 extends the term of the Contract between the Foundation, the Program, and the Consultant, as previously modified in Amendment No. 1, through December 31, 2025, and authorizes the Consultant to complete additional work as described in **Exhibit A – Tasks and Schedule for the Elwood Outlet Feasibility Study, Phase 1 – Outlet Design.**

3. **Payment.** The original project budget is increased by \$140,985.00. The Consultant shall send invoices for all services rendered to the Program according to the approved scope, budget, and rates in **Exhibit A – Tasks and Schedule for the Elwood Outlet Feasibility Study, Phase 1 – Outlet Design.**

4. **Terms.** All other terms of the original Contract and Amendment No. 1, attached as **Exhibit B – Amendment No. 1**, remain in effect as written and fully executed on September 7, 2023 and amended on April 1, 2024.

5. **Signatures.** By signing this Amendment, the undersigned certify that they have read and understood it, that they have the authority to sign it, and that their respective Party agrees to be bound by the terms of the Amendment and by the terms of the original Contract.



NEBRASKA COMMUNITY FOUNDATION:

Jason D. Kennedy
Chief Financial and Administrative Officer

Date

CONSULTANT:

William H. Fronczak
Vice President – Risk Management

Date

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM ACKNOWLEDGEMENT

I hereby certify that the Governance Committee of the Platte River Recovery Implementation Program (Program) has authorized the Nebraska Community Foundation, acting as contracting agent for the Governance Committee of the Program, to enter into this Amendment.

Jason M. Farnsworth
Executive Director

Date



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
Professional Services Contract Amendment

Exhibit A
Tasks and Schedule
for the
Elwood Outlet Feasibility Study
Phase 1 – Outlet Design

TASKS AND SCHEDULE
Platte River Recovery Implementation Program (Program)
Elwood Reservoir Outlet Feasibility Study (Project)
Scope of Services (Phase One – Outlet Design)
January 14, 2025

TASK 1: PROJECT MANAGEMENT

The primary focus of this task is to provide consistent communication with the Program, RJH Consultants, Inc. (RJH), Central Nebraska Public Power and Irrigation District (CNPPID), and other Elwood Reservoir Outlet Design (Project) stakeholders.

Subtasks:

1. Coordinate and communicate with Program staff, sub-consultants, and other stakeholders.
2. Complete a monthly invoice and progress reports.
3. Complete up to four internal team meetings with Program, LRE, and RJH staff. A key early meeting will focus on confirming design criteria for the infrastructure. These meetings are assumed to be one hour, virtual, with no travel required.
4. Based on the meeting where design criteria are discussed, perform up to three hours of additional research and finalize a list of design criteria for the conceptual designs for the Project.
5. Prepare for and participate in up to three virtual progress meetings with Program staff. These meetings are assumed to be one hour, virtual, with no travel required.
6. Prepare for and participate in a one in-person meeting with LRE and Program staff in Denver, Colorado, to present and discuss results.
7. Coordinate virtually with CNPPID regarding the connection to their infrastructure and potential future ownership of the constructed infrastructure.

Deliverables:

- Monthly invoices and progress reports
- Meeting agendas and notes
- Slide deck (if requested) from the in-person progress meeting.
- Stakeholder list and design criteria list.

TASK 2 – DESKTOP GEOTECHNICAL AND GEOLOGICAL SITE EVALUATION

Collect and compile published and readily available geotechnical and geologic data, and initially consider general subsurface conditions.

Subtasks:

1. Review published geologic maps and identify likely geologic conditions and potential issues to consider in design and construction of the conveyance infrastructure.
2. Evaluate sources to research and compile readily available and existing geotechnical data such as state or county transportation departments, CNPPID projects (i.e., E65 siphon project, Elwood Reservoir Dam, etc.), or others.
3. Collect and summarize the anticipated geologic conditions and available geotechnical data that are pertinent to design and construction of conveyance systems. Collecting any new geotechnical data or performing fieldwork as part of this stage of the Project is not proposed.
4. Following Program's selection of a preferred alignment, develop recommendations for a geotechnical exploration program.

Deliverables:

- Compiled geologic and geotechnical information will be documented in a Technical Memorandum, completed by RJH, that accompanies conceptual design documents.
- A memorandum that presents RJH's recommendations for performing a geotechnical exploration program to support advancing the design of the preferred alternatives.

TASK 3 – REEVALUATION OF FEASIBLE ALTERNATIVES – LANDOWNER EMPHASIS

Identify the preferred alternative with an emphasis on the likelihood that the land would be available to implement the Project given that the landowner must be a willing stakeholder in the Project.

Subtasks:

1. Develop up to two additional feasibility-level layouts for a buried pipeline (in addition to Alternative B from RJH's original feasibility study) and re-evaluate all feasibility-level alignments specifically considering land ownership and effects to parcels. Some alternative alignments to be considered may have been dismissed during the feasibility evaluation.
2. Through emails and telephone calls, request information from Gosper County or the Nebraska Department of Transportation (NDOT) regarding the design capacities and information for existing bridges and culverts, including U.S. Highway 283 (HWY 283). Work with local agencies to understand if the use of existing infrastructure is permitted by the owners. RJH will coordinate with LRE and Program on this task to research, coordinate, and develop an understanding of the general willingness and extent of the permitting process that would be required. RJH has not included tasks or budgets to obtain permits or perform research into the details of permitting processes or requirements.

3. Develop preliminary layouts, schematics, and narrative descriptions for the two additional alternatives. The preliminary layouts will include early ideas for the following as needed: connections to Elwood Reservoir Dam outlets (i.e., emergency release piping, E65 canal, etc.), energy dissipation structures at the downstream end of the conveyance, improvements to or replacement of the existing culvert under HWY 283, a drop structure to convey flow into Plum Creek on the east side of HWY 283, and all conveyance facilities.
4. Prepare and deliver feasibility-level layouts (maps and brief text descriptions) with LRE and Program. RJH has assumed that others will coordinate with landowners and will inform RJH of the outcomes of landowner conversations.
5. Re-evaluate the feasibility of alternative alignments based on the following considerations: landowner impacts, anticipated capital cost, anticipated maintenance costs, environmental impacts, anticipated reliability and durability, and construction risk.
6. Work with LRE and Program to select a preferred alternative to advance to conceptual (i.e., 30-percent) design.

Deliverables:

- Maps and brief descriptions of two alternatives to re-consider.

TASK 4 – CONCEPTUAL-LEVEL DESIGN DRAWINGS AND COST OPINION

Develop a 30-percent design and cost estimate for the preferred concept.

Subtasks:

1. Using AutoCAD, RJH will prepare a design base map. RJH assumes that the Program will provide RJH with recently obtained LiDAR of the area suitable for design. RJH will create a topographic map that will be accurate to 1 foot vertically; that includes references to on-site, physical control points that can be used for construction; and is of a file size that is usable on typical engineering computers. RJH has assumed that the LiDAR data will be processed and developed into a topographic map, a triangulated surface, and keypointing will have been performed (which allows the files sizes to be manageable in AutoCAD).
2. Prepare sheets of the areas likely to be included in the designs.
3. Request an 811 utility locate for surveying purposes. Request access to private land through the Program and CNPPID (likely performed during Task 3). RJH assumes that the State of Nebraska will perform a mark-out for survey and that landowners will allow RJH to enter their property.
4. Visit the site with the topographic basemap to evaluate general conditions, identify planimetric features and evidence of buried utilities (or other underground facilities like septic fields, etc.), measure culvert sizes and bridge heights, and update the base

map to include these features.

5. Observe the HWY 283 culvert and Plum Creek outfall area and document key design considerations.
6. Consider widths, areas, and access locations from public roads for construction and identify the need for, and rough limits of permanent easements, property acquisition, or approximate construction easements.
7. Perform hydraulic calculations and modeling for the preferred alternative (selected by Program in Task 3) and develop a conceptual-level design, including selection of dimensions, materials, and gross sizes of components. Evaluate the hydraulic grade line and locations for valves and vaults (if needed) along the pipeline.
8. Develop conceptual designs for energy dissipation, control, and appurtenant structures. Evaluate the capacity of the HWY 283 culvert and identify design improvements that would be required to facilitate the Project.
9. Produce a 30-percent design drawing set. RJH will develop up to 10 drawing sheets to a 30-percent level. The sheet list for the plan set is expected to include the following:

TABLE 1
PLAN SET ORGANIZATION

Sheet #	Description
1	Cover Sheet
2	Notes
3	Site Plan/Survey Control
4	Plan and Profile - 1
5	Plan and Profile - 2
6	Plan and Profile - 3
7	Plan and Profile - 4
8	Typical Sections and Details
9	Hydraulic Structure Details - 1
10	Hydraulic Structure Details - 2

10. Compute quantities of the primary materials needed for construction.
11. Develop unit costs for the primary materials and an opinion of probable construction cost (OPCC).
12. Evaluate the design, cost, and construction considerations for different pipe materials as applicable and develop comparative cost estimates.
13. Show on the drawings the land easements or acquisitions that would be required to construct the Project.
14. Coordinate with LRE to identify the permits likely needed to construct the Project and include a list of potential permits.

15. Prepare a brief 30-percent design memorandum to accompany the drawings, provide supporting explanations, and present RJH's OPCC.
16. Address comments from up to three reviewers and prepare a revised and final design memorandum.

Deliverables:

- Draft and final versions of the 30 percent Design Memorandum.
- 30 percent drawing set as an attachment to the Design Memorandum.

Assumptions

- The conceptual design needs to convey a maximum design flow of 100 cubic feet per second (cfs) from the existing infrastructure at the Elwood Reservoir outlet to the Plum Creek drainage.
- Two alternatives concepts were identified in the previous study: an open channel (Alternative A) and a buried pipeline (Alternative B). This scope is based on the understanding that only the buried pipeline alternatives will be evaluated further.
- Neither inclement weather nor unresponsive or uncooperating landowners will preclude or hinder RJH from performing a site inspection for planimetric features. If delays or problems arise with accessing land, RJH will either not perform the work or will need additional schedule and budget to re-coordinate and re-perform site visits.
- Landowner coordination is the responsibility of others.
- Coordination with agencies will not require in-person meetings or extensive discussions.
- Following selection of the preferred alternative, no additional feasibility or alternative evaluation will be performed.
- RJH will only develop a design for the preferred alternative as selected by PRRIP.
- If NDOT says the existing culvert under U.S. Highway 283 cannot be used to convey flows, RJH would add sheets and increase the level of design and permitting effort from what has been planned. However, most of the additional effort could be deferred to a subsequent design phase, if needed.

Schedule

The schedule assumes a kickoff in late January 2025. In general, it is anticipated to complete Phase One – Outlet Design in approximately eight months to complete the work described herein. This assumes that Program selects the preferred alternatives in accordance with the timeframes presented below and that they provide review comments to RJH within 10 days of receipt of deliverables.

The schedule for the work may be affected by factors beyond our control such as landowner availability and willingness to allow entry to their property, and accessibility and availability of stakeholders to provide clear and timely information. RJH will continue to coordinate with LRE regarding schedule throughout execution of our work. Major milestones are shown below.

SCHEDULE

Major Milestones		2025							
Task No.	Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
1	PM/Meetings/Coordination								
	Kickoff	X							
	Progress Meetings		X		X	X	X		
	Finalize design criteria		X						
	In-person Meeting							X	
2	Desktop Geotechnical/Site Evaluation								
	Desktop Review		X	X					
	Develop Geotechnical Exploration Program			X					
3	Reevaluation of Feasible Alternatives								
	Re-evaluate Alternatives			X	X				
	Develop Preliminary Layouts				X				
4	Conceptual Level Design/Cost								
	Create Basemap				X				
	Site Visit					X			
	Hydraulic Calculations				X	X			
	30% Design/OPCC					X	X		
	Design Review					X	X	X	
	Final Deliverables								X

LRE COST

	Employee	Mohr, Jon	Mitisek, Mark
	Billing Rate	\$203	\$240

Task No.	Task Name	Input Hours			Hours by Task	Rev by Task
01	PM/Data Collection		50.00	20.00	70.00	\$14,950
01	Coordinationa and Managmenet		30.00	20.00	50.00	\$10,890
01	Progress Meetings		20.00		20.00	\$4,060
Total Hours by EE			50.00	20.00	70.00	\$14,950
Total Revenue by EE			\$10,150	\$4,800		

RJH COST

RJH CONSULTANTS, INC.

PROJECT NAME:	Elwood Recapture Conceptual Design Project
PHASE:	30% Design
DATE:	11/19/2024
NOTES:	CML

TASK	1	Meetings and Coordination
TASK	2	Geotechnical and Geological Site Evaluation
TASK	3	Reevaluation of Feasible Alternatives – Landowner Emphasis
TASK	4	Conceptual Level Design Drawings and Cost Opinion

COST ITEMS	RATE		TASK		TASK		TASK		TASK		TOTAL # or HOURS for THIS PHASE	TOTAL BUDGET FOR THIS PHASE	
			1		2		3		4				
			Meetings and Coordination		Geotechnical and Geological Site Evaluation		Reevaluation of Feasible Alternatives – Landowner Emphasis		Conceptual Level Design Drawings and Cost Opinion				
			TOTAL # or HOURS	TOTAL BUDGET	TOTAL # or HOURS	TOTAL BUDGET	TOTAL # or HOURS	TOTAL BUDGET	TOTAL # or HOURS	TOTAL BUDGET			
LABOR COSTS													
Technical Expert	\$ 305.00	HR	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
Senior Professional-Grade 8	\$ 272.00	HR	0	\$ -	0	\$ -	0	\$ -	5	\$ 1,360.00	5	\$ 1,360	
Senior Professional - Grade 7	\$ 250.00	HR	42	\$ 10,500	12	\$ 3,000.00	33	\$ 8,250.00	64	\$ 16,000.00	151	\$ 37,750	
Senior Professional - Grade 6	\$ 225.00	HR	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
Grade 5	\$ 208.00	HR	0	\$ -	0	\$ -	8	\$ 1,664.00	2	\$ 416.00	10	\$ 2,080	
Grade 4	\$ 175.00	HR	60	\$ 10,500	18	\$ 3,150.00	74	\$ 12,950.00	142	\$ 24,850.00	294	\$ 51,450	
Grade 3	\$ 158.00	HR	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
Grade 2	\$ 146.00	HR	0	\$ -	28	\$ 4,088.00	10	\$ 1,460.00	0	\$ -	38	\$ 5,548	
Grade 1	\$ 136.00	HR	0	\$ -	0	\$ -	0	\$ -	70	\$ 9,520.00	70	\$ 9,520	
CADD Designer	\$ 130.00	HR	0	\$ -	4	\$ 520.00	14	\$ 1,820.00	80	\$ 10,400.00	98	\$ 12,740	
Senior Technician		HR	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
Technician		HR	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
Word Processing/Administration	\$ 100.00	HR	4	\$ 400	4	\$ 400.00	10	\$ 1,000.00	10	\$ 1,000.00	28	\$ 2,800	
TOTAL LABOR COSTS			106	\$ 21,400	66	\$ 11,158.00	149	\$ 27,144.00	373	\$ 63,546.00	694	\$ 123,248	
TRAVEL													
AIRFARE	\$ 500.00	EA	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
LODGING	\$ 130.00	DAY	2	\$ 260.00	0	\$ -	2	\$ 260.00	2	\$ 260.00	6	\$ 780.00	
MEALS (FIRST AND LAST DAY)	\$ 50.00	DAY	4	\$ 200.00	0	\$ -	4	\$ 200.00	4	\$ 200.00	12	\$ 600.00	
MEALS (OTHER DAYS)	\$ 66.00	DAY	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
MILEAGE	\$ 0.67	MI	700	\$ 469.00	0	\$ -	700	\$ 469.00	700	\$ 469.00	2100	\$ 1,407.00	
TOTAL TRAVEL COSTS			\$ 929.00		\$ -		\$ 929.00		\$ 929.00		\$ 2,787.00		
TOTAL PROJECT COSTS				\$ 22,329		\$ 11,158		\$ 28,073		\$ 64,475		\$ 126,035	

TOTAL COST SUMMARY

		Budget Summary				Project Total	
Task No.	Task Name	Hours	Labor Revenue	Expenses	Sub Revenue		
01	PM/Data Collection	70.00	14,950.00	\$0.00	\$0.00		\$14,950.00
03	Outlet Design	0.00	0.00	\$0.00	\$126,035.00		\$126,035.00
Totals		70.00	\$14,950.00	\$0.00	\$126,035.00		\$140,985.00



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
Professional Services Contract Amendment

Exhibit B
Amendment No. 1



PRRIP – EDO Final

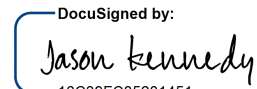
04/01/2024

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

Professional Services Contract Amendment

1. **Amendment.** This is the First Amendment to the Contract, dated September 7, 2023, between the Nebraska Community Foundation (“Foundation”), representing all Signatories to the Platte River Recovery Implementation Program (“Program”), and LRE Water (“Consultant”) for the Program’s Expanded Recapture Reconnaissance Study. The following persons are authorized to represent the parties through this Amendment: Jason Kennedy of the Foundation; Jason Farnsworth of the Program; and William Fronczak of the Consultant.
2. **Purpose.** This Amendment extends the term of the Contract between the Foundation, the Program, and the Consultant for the services described in the original Contract *through December 31, 2024*.
3. **Payment.** The Consultant shall send invoices for all services rendered to the Program according to the approved scope, budget, and rates in the original Contract.
4. **Terms.** All other terms of the original Contract, attached as **Exhibit A – Original Contract**, remain in effect as written and fully executed on September 7, 2023.
5. **Signatures.** By signing this Amendment, the undersigned certify that they have read and understood it, that they have the authority to sign it, and that their respective Party agrees to be bound by the terms of the Amendment and by the terms of the original Contract.

NEBRASKA COMMUNITY FOUNDATION:

DocuSigned by:

16C39EC85281451

Jason D. Kennedy
Chief Financial and Administrative Officer

4/1/2024

Date

CONSULTANT:

DocuSigned by:

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Willam H. Fronczak
Vice President – Risk Management

4/1/2024

Date

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM ACKNOWLEDGEMENT

I hereby certify that the Governance Committee of the Platte River Recovery Implementation Program (Program) has authorized the Nebraska Community Foundation, acting as contracting agent for the Governance Committee of the Program, to enter into this Amendment.

DocuSigned by:

7E01F31B519A409...

Jason M. Farnsworth
Executive Director

4/1/2024

Date



PRRIP – EDO Final

04/01/2024

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
Professional Services Contract Amendment
Exhibit A – Original Contract



PRRIP – EDO Final

09/05/2023

LRE Water
1221 Auraria Parkway
Denver, CO 80204
FEIN 87-2207888
DUNS 056830276

Nebraska Community Foundation
PO Box 83107
Lincoln, NE 68501-3107
FEIN 47-0769903

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

Contract between Nebraska Community Foundation, Platte River Recovery Implementation Program, and LRE Water

EXPANDED RECAPTURE RECONNAISSANCE STUDY

- 1. Parties.** This Contract is made and entered into by and between Nebraska Community Foundation (“Foundation”) of Lincoln, Nebraska, representing all signatories to the Platte River Recovery Implementation Program (“Program”) and LRE Water (“Consultant”). The following persons are authorized to represent the parties through this Contract: Jason Kennedy of the Foundation; Jason Farnsworth of the Program; and William H. Fronczak of the Consultant.
- 2. Purpose of Contract.** The purpose of this Contract is to allow the Foundation, acting as the fiscal agent for the Governance Committee (GC) of the Program, to retain the services of the Consultant to render certain technical or professional services hereinafter described in connection with an undertaking to be financed by the Program, and to delegate the Executive Director’s Office (“ED Office”) through its Executive Director or his designee the authority to administer this Contract.
- 3. Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted. *The term of this Contract is generally from September 1, 2023 through August 31, 2024.* All services shall be completed during this term. The services to be performed under this Contract will commence upon receipt of authorization to proceed. If the Consultant has been delayed and as a result will be unable, in the opinion of the Program, to complete performance fully and satisfactorily within this Contract period, the Consultant may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Program. An extension of the contract term must be in writing, signed by both Parties in order for it to be valid.
- 4. Payment for Services.**

 - A. Billing Amount.** The Program agrees to pay the Consultant an amount based on the approved Scope of Work as detailed in **Exhibit A – Project Scope of Work**. The total budget for the Scope of Work in Exhibit A is \$250,000.00. Eighty percent (80%) of the budget will be paid by the Program. The remaining 20% will be paid by the State of Nebraska under separate contract. **As such, total payment under this contract shall not exceed \$200,000.00 during the contract period.**
 - B. Billing Rates.** The costs and rates for each task included in **Exhibit A** are not to be exceeded unless authorized in writing by the Program. The contract total amount is controlling and is a ceiling price that Consultant exceeds at its own risk. Payment shall be made directly to the Consultant. The Consultant shall maintain hourly records of time worked by its personnel to support any audits the



Program may require. Billing reports shall be submitted no more often than monthly for activities and costs accrued since the last billing report.

- C. Billing Procedures.** The Consultant shall send billing reports for services performed for the various tasks outlined in **Exhibit A** to the ED Office (address included below). Billing reports shall include all services and costs accrued by Contractor and Subconsultants since the last billing report. **However, the amount billed to Program shall not exceed 80% of accrued services and costs.** Remainder shall be billed to the State of Nebraska under separate contract. The Program's Executive Director, upon receiving the billing report, will review the bill and advance the invoice to the Bureau of Reclamation who will advise the Foundation of approval. The Foundation will make payment of these funds directly to the Consultant within 30 days of receiving notice of approval. Payments are due within 60 days of the billing date.

Billing Point of Contact (Program):

Mr. Jason Farnsworth, Executive Director
Platte River Recovery Implementation Program
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Email: farnsworthj@headwaterscorp.com

D. Withholding of Payment.

- (i) When the Program has reasonable grounds for believing that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Program may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate to protect the Program against such loss. These amounts may be withheld until the cause for the withholding is cured to the Program's satisfaction or this Contract is terminated pursuant to Section 8.T. Any amount so withheld may be retained by the Program for such period as it may be deemed advisable to protect the Program against any loss. This provision is intended solely for the benefit of the Program and no person shall have any right against the Program or Foundation by reason of the Program's failure or refusal to withhold monies. No interest shall be payable by the Program or Foundation 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 or Foundation.
- (ii) If a work element has not been completed by the dates established in **Exhibit A**, the Program may withhold all payments beginning with the month following that date until such deficiency has been corrected.

- E. Final Completion and Payment.** The final payment shall be made upon acceptance of the final report, receipt of the final billing, and if applicable, execution of the final contract amendment documenting the final contract amount.



89 **5. Responsibilities of Consultant.**

90 **A. Scope of Services.** The Consultant shall perform the specific services required under this Contract in
91 a satisfactory and proper manner as outlined in **Exhibit A**. If there is any conflict between this
92 Contract and the provisions of the specific requirements of **Exhibit A**, the specific requirements shall
93 prevail.
94

95 **B. Personnel.** All of the services required hereunder will be performed by the Consultant or under its
96 supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized,
97 licensed, or permitted under state law to perform such services, if state law requires such
98 authorization, license, or permit.
99

100 **C. Subcontracts.**

101 **(i) Approval Required for Subcontracts.** Any Subconsultants or outside Associates required by
102 the Consultant in connection with the services or work performed or rendered under this
103 Contract will be limited to such individuals or firms as were specifically identified in the
104 proposal and agreed to during negotiations or are specifically authorized by the Program
105 during the performance of this Contract. The Consultant shall include a list of the proposed
106 Subconsultants or Associates; the scope and extent of each subcontract; and the dollar
107 amount of each subcontract prior to Contract execution to the Program for approval that will
108 be incorporated by reference in **Exhibit A**. During the performance of the Contract,
109 substitutions in or additions to such subcontracts will be subject to the prior approval of the
110 Program. Program approval of Subconsultants will not relieve the Consultant from any
111 responsibilities outlined in this Contract. The Consultant shall be responsible for the actions
112 of the Subconsultants and any Associates.
113

114 **(ii) Billings for Subconsultants.** Billings for Subconsultant services will not include any mark up.
115 Subcontract costs will be billed to the Program at the actual costs as billed to the Consultant.
116 Subcontract costs will be documented by attaching Subconsultant billings to the Consultant's
117 billing submittals.
118

119 **(iii) Copies of Subcontracts.** The Consultant shall provide to the Program copies of each
120 Subconsultant contract immediately following execution with the Subconsultant. All
121 subcontracts between the Consultant and a Subconsultant shall refer to and conform to the
122 terms of this Contract. However, nothing in this Contract shall be construed as making the
123 Program a party to any subcontract entered between the Consultant and a Subconsultant.
124

125 **(iv) Contracts for Subconsultants.** All subcontracts that Consultant enters into shall include any
126 applicable provisions and certifications required by 2 CFR Part 200, including Appendix II
127 thereto, and any other federal, state or local laws or regulations.
128

129 **(v) Debarment and Suspension.** Consultant shall not enter into subcontracts with any entity or
130 individual that is suspended, debarred, or otherwise excluded from participation in the
131 transaction covered by this Contract.
132

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



E. Reports, Maps, Plans, Models and Documents. One (1) copy of maps, plans, worksheets, logs, field notes, or other documents prepared under this Contract, and one (1) copy of each unpublished report prepared under this Contract shall be submitted to the Program.

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

6. Responsibilities of the Program.

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

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

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

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

7. Special Provisions.

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

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

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

D. Monitor Activities. The Program shall have the right to monitor all Contract-related activities of the Consultant and all Subconsultants.

E. Kickbacks. The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Consultant breaches or violates this warranty, the Program may, at its discretion, terminate this Contract without liability to



the Program, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

F. Debarment and Suspension. Consultant certifies by signing this Contract that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participation in the transaction covered by this Contract.

G. Anti-Lobbying. Consultant makes the representations set forth in **Exhibit B – Certification Regarding Lobbying**, incorporated by reference as part of this Contract. The Consultant shall execute such Certification at the time of executing this Contract.

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

8. General Provisions.

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

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

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

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

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



construed to permit the Program to terminate this Contract to acquire similar services from another party.

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

G. Certificate of Good Standing. Consultant shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract, to be incorporated by reference into this Contract as **Exhibit C – Consultant Certificate of Good Standing**.

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

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

J. Conflicts of Interest

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

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

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



effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

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

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

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

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

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

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

R. Insurance Coverage. The Consultant's relevant Certificate of Insurance shall be provided to the Program and incorporated by reference into this Contract as **Exhibit D – Consultant Certificate of Insurance**. The Consultant shall not commence work under this Contract until the Consultant has obtained the following insurance coverages and provided the corresponding certificate noting such coverages:



(i) Commercial General Liability Insurance. Consultant shall provide coverage during the entire term of the Contract against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than Two Million Dollars (\$2,000,000.00) aggregate and One Million Dollars (\$1,000,000.00) per occurrence. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury.

(ii) Business Automobile Liability Insurance. Consultant shall maintain, during the entire term of the Contract, automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence. Coverage will include bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles.

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

(iv) Professional Liability Insurance. The Consultant shall provide proof of Professional Liability insurance covering damages arising out of negligent acts, errors, or missions committed by Consultant in the performance of this Agreement, with a liability limit of not less than One Million Dollars (\$1,000,000) per claim. The Consultant shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two-year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent or trade secret) of the Consultant.

S. 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 state income taxes, social security taxes, workers' compensation, unemployment insurance, and sales taxes.

T. Termination of Contract. This Contract may be terminated, without cause, by the Program upon fifteen (15) days written notice. This Contract may be terminated immediately for cause if the Consultant fails to cure its performance in accordance with the terms of this Contract within seven (7) days after receiving notice from the Program. In the event of a termination, the Program shall pay Consultant for all reasonable work performed up to the effective date of the termination. In the event the contract is terminated under this provision, the Consultant shall take steps to ensure that the file, evidence, evaluation, and data are provided to the Program or its designee.

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



provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

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

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

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

Y. Survival. The parties' obligations under sections 8.D. (Audit/Access to Records), 8.R. (Insurance Coverage), and 8.T. (Termination of Contract) will survive the termination of this Contract.

Z. Entirety of Contract. This Contract, *consisting of twenty-nine (29) pages*, including **Exhibit A – Project Scope of Work** (12 pages), **Exhibit B – Certification Regarding Lobbying** (1 page), **Exhibit C – Consultant Certificate of Good Standing** (2 pages), and **Exhibit D – Consultant Certificate of Insurance** (3 pages), represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**9. Contacts.****Administrative Point of Contact (Foundation):**

Jason D. Kennedy
Chief Financial & Administrative Officer
Nebraska Community Foundation
PO Box 83107
Lincoln, Nebraska 68501-3107
Phone: (402) 323-7330
Email: jkennedy@nebcommfound.org

Technical Point of Contact (Program):

Seth Turner, Water Plan Coordinator
Platte River Recovery Implementation Program
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Email: turners@headwaterscorp.com

Technical Point of Contact (Consultant):

Mark Mitisek, Hydrologist
LRE Water
1221 Auraria Pkwy
Denver, CO 80204
Phone: (303) 455 9589
Email: mark.mitisek@LREWater.com

Administrative Point of Contact (Program):

Jason M. Farnsworth, Executive Director
Platte River Recovery Implementation Program
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Email: farnsworthj@headwaterscorp.com

Media Point of Contact (Program):

Alicia Uribe, Executive Office Manager
Platte River Recovery Implementation Program
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Email: uribea@headwaterscorp.com

Administrative Point of Contact (Consultant):

Jonathan Mohr, Project Manager
LRE Water
PO Box 81721
Lincoln, NE 68501-1721
Phone: (402) 416-4667
Email: jon.mohr@LREWater.com



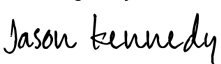
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09/05/2023

10. Signatures.

By signing this Contract, the undersigned certify that they have read and understood it, that they have the authority to sign it, and that their respective Party agrees to be bound by the terms of the Contract.

FOR THE NEBRASKA COMMUNITY FOUNDATION:

DocuSigned by:

16C39FC85281451... 9/7/2023

Jason D. Kennedy Date
Chief Financial and Administrative Officer

FOR THE CONSULTANT:


DocuSigned by:

E350B7127CF745F... 9/7/2023

William H. Fronczak Date
Vice President – Risk Management

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM ACKNOWLEDGEMENT

I hereby certify that the Governance Committee of the Platte River Recovery Implementation Program (Program) has authorized the Nebraska Community Foundation, acting as contracting agent of the Governance Committee of the Program, to enter into this Agreement.

DocuSigned by:

7E01F31B519A409... 9/5/2023

Jason M. Farnsworth Date
Executive Director



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09/05/2023

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EXHIBIT A
PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- Program)
Project Scope of Work



TASKS AND SCHEDULE
Platte River Recovery Implementation Program (PRRIP)
Expanded Recapture Reconnaissance Study (Project)
Scope of Services

TASK 1: PROJECT MANAGEMENT/DATA COLLECTION

The primary focus of this task is to provide consistent communication with the Program and project stakeholders.

TASK 1A – MEETINGS & COORDINATION

- Coordinate and communicate with Program staff, the Nebraska Department of Natural Resources (NeDNR), sub-consultants, and other stakeholders.
- Complete monthly invoicing and progress reports.
- Conduct one kickoff in late-August 2023 and conduct a site visit timed with the September 2023 Governance Committee (GC) meeting in Kearney.
- Complete virtual group updates at least quarterly, or more often if requested.
- Prepare and present the Project to Program staff and/or at a GC meeting.

TASK 1B – DATA COLLECTION

- Perform a comprehensive data collection effort and create a written inventory of existing plans, studies, and data that could be incorporated into the Project.

DELIVERABLES:

- Monthly invoices and progress reports
- Meeting agendas and notes
- Summary of data collected and utilized
- One virtual kickoff meeting.
- One site visit and watershed tour.

TASK 2: PLUM CREEK WATERSHED ASSESSMENT

The primary focus of this task is to complete a reconnaissance-level hydrologic, channel, and infrastructure assessment on Plum Creek characterizing the historical hydrology, channel capacity, channel condition, morphology, potential impacts to the channel or existing infrastructure, and high-level cost estimates.

TASK 2A - INITIAL RECONNAISSANCE & SITE INVESTIGATION

Inter-Fluve will review existing data for the Project and Plum Creek Project Area to inform the team's understanding of geomorphology, hydrology, and land use history. The Project team will need to collect available data and past studies to be utilized in the desktop assessment. Based on the desktop assessment, Inter-Fluve will:

- 1) Select up to three representative sub-reaches in the upper, middle, and lower portions of Plum Creek to help guide the framework for field reconnaissance and analysis of the Project. Sub-reaches lengths are anticipated to be approximately 1-mile long (valley length, not channel length).



- 2) The reconnaissance field visit will be conducted by Inter-Fluve in the three sub-reaches to ground truth our understanding of channel morphology, surficial bed and bank sediments, vegetation cover, and to look at infrastructure such as bridges and ford crossings.
- 3) Inter-Fluve will survey locations of key channel and infrastructure features within the sub-reaches using RTK-GPS. Additionally, up to ten channel cross-sections will be surveyed to feed into the subsequent analysis.
- 4) It is assumed that Task 2A will require two staff for three days on-site to conduct the reconnaissance field visits.

TASK 2B - HYDROLOGIC ASSESSMENT

LRE Water will compile existing observed streamflow and climate records in the Plum Creek Watershed, regional hydrologic studies, observed data from neighboring watersheds, publicly available spatial data sets to reconstruct representative historical streamflows, and bankfull statistics at multiple locations on Plum Creek. The flows will be used to:

- 1) Characterize historical hydrology and to understand the existing conveyance capacity of the stream.
- 2) Channel and streamflow statistics necessary for the analysis will also be calculated to support the channel and infrastructure assessment below, as well as conveyance loss estimates needed for determining the flows available to meet Program objectives.
- 3) Inter-Fluve will review Plum Creek hydrology information and work with LRE and the Project team to develop a pre-Project hydrograph at a mid-point location in each sub-reach.

During Task 2B the Project team will also work closely with Project partners to identify a potential range of release flows (release schedules) from Elwood that could be conveyed to Plum Creek. The flow ranges will include the identification of both consistent flow release as well as variable release rates. Inter-Fluve will assist in the shaping of potential future hydrographs to supplement flow to the Platte River based on geomorphic, flooding, and infrastructure considerations.

TASK 2C - CHANNEL & INFRASTRUCTURE ASSESSMENT

Utilize hydraulic calculations at selected locations to help inform the analysis of impacts on Plum Creek. Selected locations within the Project Area will be analyzed under existing flow, maximum proposed flow, and a variable flow scenario to inform the Project's understanding of channel stability, infrastructure impacts, and ecological impacts. The analysis will be organized by representative subreaches selected in Task 2A.

- 1) Hydraulic calculations performed at up to 10 cross sections based on ground survey and observations collected in Task 2A.
- 2) Review channel conveyance capacity at up to three representative bridge and siphon crossing locations.
- 3) Review channel capacity at up to 2 wet/dry ford crossing locations.
- 4) Review channel for geomorphic stability.
- 5) Inter-Fluve will assist the Project team to develop a concept level Opinion of Probable Cost (OPC) for construction and channel/infrastructure improvements associated with three potential future release scenarios:
 - a. Scenario 1: Sustained low flow
 - b. Scenario 2: Acute seasonal flow
 - c. Scenario 3: Variable flow



TASK 2D – FEASIBILITY COST AND REPORTING

Planning-level costs will be developed and documented in a Technical Memo provided to LRE Water that will include estimated costs for stream reconstruction and/or stabilization, infrastructure changes, and other costs associated with channel morphology changes. The Technical Memo will summarize the findings of the stream assessment and be included as an attachment to the report.

LRE Water will facilitate a progress meeting with the full team to update Program staff and other stakeholders on the stream assessment findings. This meeting will be important, informing the Project team on how to proceed and what potential volume and rate of water deliveries should be considered when reviewing a potential outlet to as part of Task 3.

DELIVERABLES:

- A topographic survey using RTK-GPS at up to 10 stream cross sections
- Completion of a field stream assessment at up to three representative sub-reaches in the upper, middle, and lower portions of Plum Creek over a three day period.
- A characterization of historical hydrology and understanding of the existing conveyance capacity of Plum Creek.
- An estimate of conveyance losses from Plum Creek to the Platte River.
- A Technical Memo summarizing the stream assessment and planning-level costs delivered as an attachment.

TASK 3: ELWOOD OUTLET ASSESSMENT

The objective of this task is to identify feasible alternatives to store Program water in and release the water from Elwood. The outlet assessment will be led by RJH.

TASK 3A – MEETINGS & COORDINATION

- Gain an understanding of key requirements, constraints, and preferences for water supply options from the Program and Central Nebraska Public Power & Irrigation District (CNPPID)
- Identify key stakeholders and clarify their constraints and preferences
- Participation in the site visit and watershed tour

TASK 3B – ALTERNATIVE LAYOUT, FEASIBILITY ANALYSIS, COST OPTIONS

Based on an improved understanding (following a site visit, meetings, and record reviews), RJH would also consider if other alternatives should be developed and considered. The approach to evaluating the feasibility of the gravity outlet alternatives would progress as follows:

- Provide a site description,
- Based on improved understandings develop alternative concepts,
- Perform preliminary engineering analyses to refine approximate sizes and configurations of concepts based upon the flow requirements of the Project as defined in Task 2C,
- Develop approximate quantities and costs for the concepts,

TASK 3C – EVALUATE KEY FACTORS, SELECT PREFERRED QUANTITIES, REPORTING

- Identify and evaluate key factors and select a preferred concept to document in the feasibility report. In Task 3C, RJH will identify and weigh various factors such as long-term functionality (i.e., reliability), capital costs, operation and maintenance needs and costs, impacts to other



properties or need to obtain easements or property, environmental impacts, and ability to obtain permits,

- Establish a brief internally utilized Technical Memo documenting RJH's work. Information from the Technical Memo will be used by LRE Water when writing the report and will be an attachment to the report.

Given the reconnaissance-level of this work, RJH would use published data to perform initial evaluations (i.e., County assessor records, published wetland maps, etc.). The feasibility report would document maps and figures of the preferred concept, planning-level costs, and a discussion about key issues to consider and resolve to advance the implementation of the preferred concept.

DELIVERABLES:

- A Technical Memo documenting the planning-level feasibility and cost to be delivered as an attachment.
- One progress meeting with Program staff and other stakeholders to discuss outlet structure findings and recommendations.

TASK 4: RECAPTURE WELL HYDROGEOLOGIC ASSESSMENT

TASK 4A – GEOLOGIC SETTING

The purpose of the hydrogeologic assessment is to obtain and evaluate existing groundwater information within the Project Area that supports the development of Unit Response Factors (URF) and the quantification and understanding of lagged groundwater depletions and accretions associated with each Project site. This assessment will be used to characterize the Platte River alluvial aquifer and evaluate current and future recapture wellfield operations and potential modifications (i.e., new recapture wells, if needed). Development of URFs are typically based on known or estimated aquifer parameters and boundary conditions that are used in groundwater models to estimate how quickly and where depletions impact hydraulically connected surface waters from stress (e.g., pumping) on an aquifer.

LRE Water will leverage information and knowledge from the Program and TBNRD following their recent recapture wellfield, design, construction, and operations at Cottonwood Ranch as a starting point for Task 4, in addition to other relevant sources.

The team will focus on reviewing and evaluating the following information to better characterize the hydrogeology and to estimate the volume of water from the recapture wellfield with the overall Project goals in mind. Listed below are the important data sources and components of this assessment.

- Summarize the Project Area hydrogeology using existing NeDNR well logs, existing COHYST aquifer related information, UNL CSD test holes, and other data sources.
- Construct up to three hydrogeologic cross-sections to assist in characterizing the vertical and horizontal extent of the Platte River alluvial aquifer. These will be focused on areas where the current recapture wells exist, potential new wells may be targeted, and considering aquifer boundaries and areas of pumping influence.
- Obtain or estimate aquifer parameters from existing information and map the depth to the water table and saturated thickness of the Platte River alluvial aquifer.
- Review location, size, capacity, and typical pumping rates of existing recapture wells.



TASK 4B – ANALYSIS & REPORTING

- Estimate the theoretical drawdown in each well (considering well interference) and area of influence using pumping rates/volumes necessary to meet the Project's maximum augmentation goal using standard groundwater analytical models (i.e., Cooper-Jacob) and assumed well efficiencies.
- Utilize the above information in the Alluvial Water Accounting System (AWAS) and establish URFs representative of different recharge timing and augmentation water accounting considering the results of the other options.
- Based on the AWAS results, discuss operational efficiencies to consider and/or potential new capture well locations with Program, TBNRD, and other applicable partners.
- Discuss yield goals/budget constraints with Program and its partners.
- Approximate well flow rates, locations/land ownership, permitting, and aquifer accounting.
- Obtain or develop Stream Depletion Factors and known areas of recharge occurring from Elwood, Phelps Co. Canal, and Cottonwood Ranch.
- Create a map showing potential recapture well exploration areas to supplement the excising wellfield, and additional modeling needs, if any.
- Develop planning-level costs for new groundwater assets and infrastructure required to optimize available flows to the Platte River.

DELIVERABLES:

- Up to three hydrogeologic cross sections placed in target areas anticipated for expansion of the recapture well network.
- A map of recapture well exploration areas.
- A Technical Memorandum documenting the hydrogeological assessment, AWAS based groundwater modeling efforts, and planning- level costs for potential recapture well infrastructure within the Project Area.
- One meeting with Program staff, TBNRD, and other stakeholders to discuss the existing recapture well operations and to obtain information on the goals for expansion of the system.

TASK 5: TRADE-OFF ANALYSIS

Relying on information and data generated from Tasks 2 through 4, LRE Water will develop a GoldSim model as the foundation of the trade-off-analysis.

TASK 5 A - MODEL DEVELOPMENT

To complete a comprehensive analysis and assessment of all Project components a GoldSim model will be developed and includes the following key steps:

- 1) Establish inputs and model requirements/information gathering: This will involve close consultation with Program staff and the Project team to ensure all program goals and operations are captured.
- 2) Define the Baseline Scenario: This scenario will represent current operations, accounting/water balances, and historical target flow deficits. It will serve as the point of comparison against all other scenarios.
- 3) Identify Modeling Parameters: In this step, LRE Water will work with Program staff and the Project team to define information and Project components required for each of the program alternatives being tested. Some possible components include:
 - a. Establish 'buckets' including Elwood surface water flows and collective recharge from all three major projects.



- b. Define the range of possible infrastructure configurations that should be tested.
- c. Fully define all rules and compliance requirements associated with the target flows at Grand Island and how this project applies to meeting that goal. This includes transit losses, major tributaries, and gaining and losing reaches.
- 4) Model Development, Testing, and Validation: This is where the model is actually built and tested for a variety of performance metrics like: system mass balance, historical performance, and realistic operational output. Additionally, LRE Water will coordinate closely with Program staff to ensure the model interface is intuitive and meets the Program's needs now and into the future.
- 5) Project Portfolio Development: Once all physical and static information and model assumptions are validated, project portfolios representing potential project configurations and release scenarios will be developed and tested. Results will be tabulated around system performance (in reducing target flow deficits) and system cost and will be used in the trade-off analysis.
- 6) Comparison Matrix/Visualizations: LRE Water will complete a matrix and visualizations that are used to evaluate and compare project portfolio metrics in support of the trade-off analysis.
- 7) Customized Dashboard: LRE Water will deliver a final, functional GoldSim "Player File", including a customized dashboard user interface, allowing Program staff to review results, and assess various alternatives once the Project is completed. LRE Water will provide a two-hour training course for Program staff who will be using the 'Player File.'

TASK 5 B - PROJECT PORTFOLIO EVALUATION

The objective of this task is to compare the costs and benefits of different project configurations/portfolios using the GoldSim model. At its core, the GoldSim model will maintain reservoir mass balance representing Elwood and the aquifer accounting for excess flow diversions either recharged into the Platte River alluvial aquifer at Cottonwood Ranch or diverted into Elwood. Historical streamflow and climate data will be used to represent interannual variability in hydrologic conditions and will allow Program staff to test the performance of various configurations under a variety of year types and release scenarios.

Using the model parameters and constraints developed in the previous tasks, a series of realistic scenarios will be built in GoldSim to test how excess flow diversions may be used to reduce target flow deficits on the Platte River. The GoldSim model will include relevant Project components such as:

- Excess flows available for diversion to Elwood or to be recharged at Cottonwood Ranch or Phelps County Canal
- Elwood outflow capacities, both on Plum Creek and via seepage
- Recharge and recovery rates and limits at Cottonwood Ranch for different recapture wellfield configurations
- Aquifer storage and recovery limits
- Plum Creek transit losses and other components that impact how releases affect the final target flows on the Platte River
- Initial and ongoing costs for all infrastructure components

A key alternative that will be developed and tested is the "Baseline Scenario," or current system operations. The use of additional excess flows is most valuable when compared to how the Program's current operations are used to reduce those excesses. The results of the Baseline scenario will be compared against all other program alternatives to determine the incremental cost and benefit of a particular infrastructure configuration. All scenarios will be run within an interactive GoldSim "Player File" that will allow Program staff to review the results of individual scenarios, as well as test new



alternatives within a preset list of reasonable configurations. All scenarios will have graphic and tabular results representing any performance criteria and metrics desired by Program staff. Some key performance criteria that will be displayed include:

- Maximizing gravity flows from Elwood to the Platte River via Plum Creek
- Excess flow available for diversion (and undiverted flow due to lack of infrastructure)
- Project portfolio efficiency (total flows release to target/total excess flows)
- Configuration
- Total project portfolio costs (construction, operating, mitigation, permitting/land right costs)
- Total project portfolio unit costs (Total cost/total flows release to target (AF))
- Daily/monthly reservoir contents and evaporation in Elwood
- “Colors of Water,” or contributions to reduce deficits from each system component (Elwood seepage, releases down Plum Creek, aquifer recovery water, etc.)
- Remaining excess flow in recharge facilities/alluvial aquifer

A key aspect of the alternatives analysis is how the costs of the various alternatives are calculated. GoldSim’s Financial Module will be leveraged to calculate and display cost options. Special consideration will be given to visualizations and tabular results on costs, including detailed breakdowns of cost components including:

- Capital cost of new water system infrastructure (Elwood outlet works, recharge and recover wells, etc.)
- Pumping and operations costs
- Recurrence intervals of damage, maintenance, and service interruptions
- Uncertainty around the variability of each of the above

TASK 5 C – ANALYSIS & REPORTING

After all project portfolios have been developed and run, all inputs and results will be stored within the GoldSim model for easy browsing and comparison by Program staff. Upon completion of this task, a summary of key results and findings including the costs, benefits, and relative water security of each project portfolio, will be incorporated into the draft report.

DELIVERABLES:

- GoldSim “Player File” inclusive of all timeseries, model parameters and assumptions, scenarios, and results.
- Training session for Program staff to learn how to operate the Player File.
- Two meetings with Program staff and other stakeholders to discuss the trade-off analysis with the LRE Water team.

TASK 6: COMPLETE DELIVERABLES

A formal report, following a consistent format as preferred by the Program, will be provided summarizing the findings of the watershed assessment, gravity outlet assessment, well siting assessment, and recommendations based upon the trade-off analysis used to evaluate project portfolios.

The report will include a roadmap and vision for challenges related to permitting and land rights. A summary will be provided for future actions to authorize potential projects. The LRE Water team will be



responsible for creating an outline of permitting needs, land right requirements, constraints, challenges, and an approximate timeline.

- A draft report summarizing the major project components included, but not limited to, hydrogeology, channel and infrastructure, gravity flow, recapture wells/hydrogeologic, and permitting and land rights assessments and trade-off analysis.
- Final delivery will be a set of tables showing costs and benefits for each of the different project portfolio options versus baseline (target flow deficits, Plum Creek channel and infrastructure improvement, Elwood reservoir operational infrastructure alterations, additional recharge/recapture wells), and costs.

DELIVERABLES:

- Provide a draft report for review by Program staff.
- Complete two rounds of report edits
- Final report preparation and presentations (GC, NeDNR, committees, TBNRD, etc.)

Task No.	Description	2023					2024							
		Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
1	Project Management/Data Collection													
1A	Meetings & Coordination	*	**			X			X			X		X
1B	Data Collection													
2	Watershed Assessment													
2A	Initial Recon. & Site Investigation		**											
2B	Hydrologic Assessment													
2C	Channel & Infrastructure Assessment													
2D	Feasibility Cost and Reporting													
3	Elwood Outlet Assessment													
3A	Meetings & Coordination		**											
3B	Alternatives Layout & Feasibility Analysis, Cost													
3C	Evaluate key factors & select preferred alternative, reporting													
4	Recapture Well Hydrogeologic Assessment													
4A	Geologic Setting													
4B	Analysis & Reporting													
5	Trade-off Analysis													
5A	Model Development													
5B	Project Portfolio Evaluation													
5C	Analysis & Reporting													
6	Complete Deliverables													
	Draft Report / Review #1													
	Draft Final / Review #2													
	Final Report / Presentation													

* Virtual Kickoff Meeting

** Group site visit and watershed tour

X Progress Meetings

		LRE Budget Summary				Project Total
Task No.	Task Name	Hours	Labor Revenue	Expenses	Sub Revenue*	
01	Project Management/Data Collection	154.00	\$30,656.00	\$1,338.20	\$0.00	\$31,994
02	Plum Creek Watershed Assessment	56.00	\$10,736.00	\$0.00	\$65,000.00	\$75,736
03	Elwood Outlet Assessment	0.00	\$0.00	\$0.00	\$45,000.00	\$45,000
04	Recapture Well Hydrogeologic Assessment	138.00	\$24,762.00	\$0.00	\$0.00	\$24,762
05	Trade-off-Analysis	66.00	\$37,186.60	\$0.00	\$0.00	\$37,187
06	Complete Deliverables	72.00	\$35,164.00	\$157.20	\$0.00	\$35,321
		*Including expenses and no mark				
Totals		486.00	\$138,504.60	\$1,495.40	\$110,000.00	\$250,000.00

		Inter-Fluve Budget Summary				Project Total
Task No.	Task Name	Hours	Labor Revenue	Expenses	Sub Revenue*	
01	Project Management/Data Collection	0.00	\$0.00	\$0.00	\$0.00	\$0
02	Plum Creek Watershed Assessment	316.00	\$62,410.00	\$2,590.00	\$0.00	\$65,000
03	Elwood Outlet Assessment	0.00	\$0.00	\$0.00	\$0.00	\$0
04	Recapture Well Hydrogeologic Assessment	0.00	\$0.00	\$0.00	\$0.00	\$0
05	Trade-off-Analysis	0.00	\$0.00	\$0.00	\$0.00	\$0
06	Complete Deliverables	0.00	\$0.00	\$0.00	\$0.00	\$0
Totals		316.00	\$62,410.00	\$2,590.00	\$0.00	\$65,000.00

		RJH Budget Summary				Project Total
Task No.	Task Name	Hours	Labor Revenue	Expenses	Sub Revenue*	
01	Alternatives Layout & Feasibility Analysis	0.00	\$0.00	\$0.00	\$0.00	\$0
02	Plum Creek Watershed Assessment	0.00	\$0.00	\$0.00	\$0.00	\$0
03	Elwood Outlet Assessment	208.00	\$44,500.00	\$500.00	\$0.00	\$45,000
04	Recapture Well Hydrogeologic Assessment	0.00	\$0.00	\$0.00	\$0.00	\$0
05	Trade-off-Analysis	0.00	\$0.00	\$0.00	\$0.00	\$0
06	Complete Deliverables	0.00	\$0.00	\$0.00	\$0.00	\$0
Totals		208.00	\$44,500.00	\$500.00	\$0.00	\$45,000.00

	LRE Water Employee 2023 Billing Rate		Mohr, Jonathan \$186	Mitisek, Mark \$225	Weil, Page \$220	Anderson, Hanna \$178	Gilliom, Ryan \$163	Hume, Dave \$239	Sopiwnik, Roscoe \$187	Libra, Jon \$136	Bauer, Jacob \$220		
Task No.	Task Name	PM	Tech Lead	Alt Analysis	Alt Analysis	Alt Analysis	Hydrogeo	Hydrogeo	Hydrogo	AWAS		Hours by Task	Rev by Task
1	Project Management/Data Collection	78.00	24.00	16.00	4.00	4.00	16.00	8.00	4.00	0.00		154.00	30,656.00
1A	Meetings & Coordination	74	24	8			16					122	\$24,748
1B	Data Collection	4		8	4	4		8	4			32	\$5,908
2	Plum Creek Watershed Assessment	0.00	0.00	24.00	16.00	16.00	0.00	0.00	0.00	0.00		56.00	10,736.00
2A	Initial Reconnaissance & Site Investigation											0	\$0
2B	Hydrologic Assessment			24	16	16						56	\$10,736
2C	Channel Capacity Constraints Analysis Option 1											0	\$0
2D	Feasibility Costs & TM											0	\$0
2D	Meetings & Coordination											0	\$0
3	Elwood Outlet Assessment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
3A	Meetings & Coordination											0	\$0
3B	Alternatives Layout & Feasiblity Analysis											0	\$0
3C	Develop quantities and Level 5 Cost Options											0	\$0
3D	Evaluate key factors & select preferred alternative, TM											0	\$0
4	Recapture Well Hydrogeologic Assessment	4.00	0.00	0.00	0.00	0.00	22.00	56.00	48.00	8.00		138.00	24,762.00
5A	Geologic Setting	2					8	24	32			66	\$11,124
5B	Analysis & TM	2					14	32	16	8		72	\$13,638
5	Trade-off-Analysis	2.00	20.00	40.00	66.17	72.00	0.00	0.00	0.00	0.00		200.17	37,186.60
5A	Model Development (GoldSim)		12	24	34	40						110	\$20,583
5B	Project Portfolio Evaluation		4	8	24	24						60	\$10,844
5C	Analysis & TM	2	4	8	8	8						30	\$5,760
6	Complete Deliverables	88.00	40.00	16.00	0.00	0.00	20.00	8.00	0.00	0.00		172.00	35,164.00
5A	Draft Report / Review #1	56	16	8		0	2	6				88	\$17,376
5B	Draft Final / Review #2	16	8	8			2	2				36	\$7,388
5C	Final Report / Presentation	16	16				16					48	\$10,400
	Total Hours by EE	172.00	84.00	96.00	86.17	92.00	58.00	72.00	52.00	8.00		720.17	\$138,505
	Total Revenue by EE	\$31,992	\$18,900	\$21,120	\$15,339	\$14,996	\$13,862	\$13,464	\$7,072	\$1,760			



PRRIP – EDO Final

09/05/2023

EXHIBIT B**PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- Program)****Certification Regarding Lobbying**

The undersigned certifies, on behalf of the Consultant, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. No registrant under the Lobbying Disclosure Act of 1995 has made any lobbying contacts on behalf of the Consultant with respect to the federal grant or cooperative agreement under which the Consultant is receiving monies.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who makes an expenditure prohibited by Section 1 above or who fails to file or amend the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

FOR THE CONSULTANT:

DocuSigned by:

A handwritten signature in black ink that reads 'William Fronczak'.

E350B7127CF745F...

9/7/2023

William H. Fronczak

Date

Vice President – Risk Management



PRRIP – EDO Final

09/05/2023

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EXHIBIT C
PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- Program)
Consultant Certificate of Good Standing

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

LEONARD RICE CONSULTING WATER ENGINEERS, LLC

is a

Limited Liability Company

formed or registered on 12/30/1971 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871236969 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/16/2023 that have been posted, and by documents delivered to this office electronically through 08/17/2023 @ 10:33:38 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/17/2023 @ 10:33:38 in accordance with applicable law. This certificate is assigned Confirmation Number 15242105 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



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09/05/2023

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EXHIBIT D
PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- Program)
Consultant Certificate of Insurance

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME: ACEC/STL Certificate Team PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): E-MAIL ADDRESS: ACECCertificates@greyling.com														
INSURED Leonard Rice Consulting Water Engineers, Inc DBA LRE Water 1221 Auraria Parkway Denver, CO 80204	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Beazley Syndicates</td> <td>37540</td> </tr> <tr> <td>INSURER B : Hartford Accident & Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Beazley Syndicates	37540	INSURER B : Hartford Accident & Indemnity Company	22357	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER: 22-23****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ENC000499803	09/01/2022	09/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			20UEGEF8313	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ENX000499903	09/01/2022	09/01/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WEGAH1ACN	09/01/2022	09/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab			ENC000499803	09/01/2022	09/01/2023	Per Claim/Agg \$2M / \$4M
A	Pollution Liab			ENC000499803	09/01/2022	09/01/2023	Per Clam \$2,000,000 Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

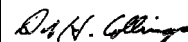
Nebraska Community Foundation is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. The above referenced liability policies are primary & non contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured where required by written contract & allowed by law. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. Should any of the above described policies be cancelled by the (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Nebraska Community Foundation
 PO Box 83107
 Lincoln, NE 68501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



DESCRIPTIONS (Continued from Page 1)

issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.