



## **REQUEST FOR PROPOSAL**

### **J-2 Regulating Reservoir Feasibility Engineering Review**

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM  
Office of the Executive Director  
4111 4<sup>th</sup> Avenue, Suite 6  
Kearney, Nebraska 68845

**May 1, 2012**



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Attachment A – Program’s Consultant Contract.



1                                   **PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM**  
2                                   **REQUEST FOR PROPOSALS**

3  
4 **SUBJECT:** J-2 Regulating Reservoir Feasibility Engineering Review  
5 **REQUEST DATE:** May 1, 2012  
6 **PRE-PROPOSAL MEETING:** May 17, 2012  
7 **CLOSING DATE:** June 7, 2012  
8 **POINT OF CONTACT:** Beorn Courtney  
9 Headwaters Corporation  
10 (720) 524-6115  
11 [courtneyb@headwaterscorp.com](mailto:courtneyb@headwaterscorp.com)  
12

13 **I. OVERVIEW**

14 The Platte River Recovery Implementation Program (Program) was initiated on January 1, 2007  
15 between Nebraska, Wyoming, Colorado, and the Department of the Interior to address  
16 endangered species issues in the central and lower Platte River basin. The species considered in  
17 the Program, referred to as “target species”, are the whooping crane, piping plover, interior least  
18 tern, and pallid sturgeon. Program participants have reached an agreement for participation in  
19 the First Increment of the Program for the period from 2007 through 2019.  
20

21 A Governance Committee (GC) reviews, directs, and provides oversight for activities undertaken  
22 during the Program. The GC is comprised of one representative from each of the three states,  
23 three water user representatives, two representatives from environmental groups, and two  
24 members representing federal agencies. The GC has named Dr. Jerry Kenny to serve as the  
25 Program Executive Director (ED). Dr. Kenny established Headwaters Corporation as the  
26 staffing mechanism for the Program. Program staff are located in Nebraska and Colorado and  
27 are responsible for assisting in carrying out Program-related activities.  
28

29 The Program’s First Increment water objective is to provide water capable of reducing shortages  
30 to U.S. Fish and Wildlife Service (FWS) target flows by an average of 130,000-150,000 acre-feet  
31 per year. The Program daily target flows are provided in the Program Document Attachment 5  
32 Water Plan, Section 11 Water Plan Reference Material, Appendix A-5. The Program also plans  
33 to augment short-duration high flows (SDHF) which in the context of the Program, are defined  
34 as flows of approximately three to five days duration with magnitudes approaching but not  
35 exceeding bankfull channel capacity in the habitat reach. These flows are desired on an annual or  
36 near-annual basis to help scour vegetation encroaching on channel habitat areas and to mobilize  
37 sand and build ephemeral sandbars to benefit the target species.  
38

39 A CNPPID Re-Regulating Reservoir (also referred to as regulating) was identified under the  
40 Program’s Reconnaissance-Level Water Action Plan (WAP) as one of thirteen water projects  
41 capable of being combined to meet the Program’s water objective (Water Plan, 2006). To address  
42 the ability to deliver Program water at the appropriate time, place, and quantities, including a  
43 SDHF, the Governance Committee completed a Water Management Study (WMS). The WMS  
44 was completed in two phases. Phase I evaluated the ability of the existing river and



45 irrigation/hydropower systems to be operated to achieve these flows. WMS Phase I concluded  
46 that capacity constraints in the Platte River and in the Nebraska Public Power District (NPPD)  
47 and Central Nebraska Public Power and Irrigation District (CNPPID) systems' current  
48 infrastructure prohibit a SDHF of the magnitude desired without additional new infrastructure.  
49 This conclusion was made even after modeling the North Platte River capacity at 3,000 cfs at  
50 North Platte, in anticipation of improvements being made under the Program. The WMS Phase I  
51 study recommended storage near the associated habitat to help achieve the SDHF objective.

52  
53 The purpose of the WMS Phase II was to identify, screen, and evaluate the technical, cost,  
54 environmental, and institutional attributes of selected water storage projects that could contribute  
55 to Program flow objectives. The WMS Phase II concluded that storage near the associated  
56 habitat could theoretically suffice in augmenting a SDHF and contributing to the AMP  
57 experiments, but that costs may be prohibitive considering the estimated yield of water produced  
58 toward Program water objectives and the Water Plan budget of \$90.14 million (in 2005 dollars)  
59 for water conservation/supply activities.

60  
61 The WMS results prompted the Program to initiate a pre-feasibility and feasibility study to  
62 evaluate the use of a potential new regulating reservoir(s) under the CNPPID system for Program  
63 purposes to supplement a SDHF. The reservoir pre-feasibility study identified design alternatives  
64 related to making SDHF releases and reducing FWS target flow shortages in the Platte River (i.e.  
65 "target flow operations"). During the feasibility study phase, Nebraska Department of Natural  
66 Resources (NDNR) expressed interest in the project to reduce shortages to target flows under its  
67 Depletions Plan and CNPPID expressed interest in using the project to mitigate hydrocycling  
68 impacts to the river and in using a portion of the project storage to improve hydrocycling  
69 flexibility during irrigation season deliveries to the Phelps County Canal. The purpose of the  
70 hydrocycling mitigation is to smooth the release pattern from the J-2 Hydro Plant to remove  
71 fluctuations to the river, which are of concern to the FWS. In summary, the J-2 Regulating  
72 Reservoir project is being designed for several CNPPID and Program purposes:

- 73  
74 a) Mitigating hydrocycling impacts to the Platte River associated with CNPPID operations.  
75 b) Improving CNPPID's hydrocycling flexibility during the irrigation season.  
76 c) Reducing deficits to FWS target flows for the Program purposes and in support of the  
77 NDNR Depletions Plan.  
78 d) Providing releases of 2,000 cubic feet per second (cfs) for three days to augment Program  
79 SDHFs.

80  
81 An independent engineering review of the structural design components of the feasibility study is  
82 being solicited under this RFP, including the following:

- 83  
84 • **Review of Available Information** – Perform a general review of all feasibility-level  
85 information, related to the design of the various project structures.  
86 • **Geotechnical Review** – Conduct a review to determine whether the design adequately  
87 addresses the anticipated range of operating and storage level conditions.  
88 • **Specific Project Element Review** – Provide a detailed technical review of major project



- 89 elements including the outlet works, inlet and Phelps Canal gates, reservoir liner, slope  
90 protection and stability, uplift pressure analysis, reservoir and canal operations, seepage  
91 control, and Phelps Canal enlargement and related siphon works, bridge replacement and  
92 accessory items such as roads, fencing, etc.
- 93 • **Risk Assessment** – Conduct a risk assessment of dam failure and potential seepage  
94 impacts.
  - 95 • **Integration of Newly Recommended Elements/Facilities** – Prepare preliminary  
96 design and provide opinion of probable cost for any newly recommended project  
97 concepts by the Consultant, if any.
  - 98 • **Cost Evaluation** – Conduct a review of preliminary construction cost, operations and  
99 maintenance estimates, and provide an opinion of probable costs.

100  
101 While the feasibility study included reservoir modeling related to hydrocycling mitigation and  
102 yield toward reducing deficits to FWS target flows, additional yield modeling is not anticipated  
103 unless a substantially different design alternative is recommended. Should additional yield  
104 modeling be needed, the EDO will provide such services. Much of the information provided in  
105 the previous studies (WMS and pre-feasibility) is referenced above to provide the Consultant  
106 with the history of the project, and a better understanding of the operational goals for this project.  
107 The engineering review services being requested herein will focus on the structural components  
108 of the project, based on a general understanding of how the project will be operated.

109  
110 The GC submits this Request for Proposals (RFP) to solicit proposals from Consultants to  
111 provide an independent engineering review of the project feasibility. The scope of services  
112 includes engineering review, design, and opinion of probable costs. In order to provide these  
113 review services, Consultant must maintain complete independence from the feasibility  
114 investigation effort. The term Consultant shall be used throughout this document to describe both  
115 the RFP Respondent providing the proposal and Consultant (the successful Respondent) who  
116 would be performing the work upon award of the project.

117

## 118 II. PROJECT DESCRIPTION

119 The study area is located within Gosper and Phelps Counties, Nebraska just below the CNPPID  
120 J-2 Hydropower Plant near Overton, Nebraska. The pre-feasibility study recommended  
121 construction of a two-cell reservoir complex (referred to as Area 1 and Area 2) and enlargement  
122 of an existing canal that would be used to reduce flow variability associated with operations of  
123 the J-2 Hydropower Plant, regulate available excess flows to reduce shortages to the FWS  
124 recommended target flows, to facilitate/augment short duration high flows to either preserve or  
125 create Program habitat. "Reservoir Project" shall mean two new regulating reservoirs and related  
126 facilities to be acquired, constructed, and operated to regulate water in Central's system below  
127 the J-2 Hydro.

128

129 During the J-2 Regulating Reservoir preliminary design phase, several major design components  
130 were identified to satisfy the various purposes of the combined reservoir uses as described in  
131 Section I above. The major design components include the following:



- 132 • Two adjacent reservoir cells with compacted clay liners. Combined capacity of  
133 approximately 14,000 acre-feet and combined footprint of approximately 1,000 acres.  
134 Reservoir cells operate independently.
- 135 • Phelps Canal delivery system upgrade including widening the canal to increase capacity  
136 from 1,000 cfs to 1,675 cfs, modification of the Plum Creek siphon, and replacement of  
137 bridges.
- 138 • Outlet works from each reservoir cell to the Platte River with the ability to release 2,000  
139 cfs for 3 days for Short Duration High Flows and lower flows to mitigate hydrocycling  
140 and reduce deficits to FWS target flows.
- 141 • Inlet works for each reservoir cell from the Phelps Canal with a maximum hydraulic  
142 capacity of 1,675 cfs.
- 143 • Phelps Canal control gate downstream of the reservoirs to maintain sufficient water  
144 surface elevation in the canal for reservoir storage and irrigation delivery operations.  
145

146 The purpose of the services described under this RFP is to conduct an independent review of the  
147 recently completed pre-feasibility study for construction of the J-2 Regulating Reservoir Project  
148 and to provide an opinion of probable costs for the various project elements including operations  
149 and maintenance. The effort will also include an assessment of risk associated with dam failure.  
150 The emphasis of the review will be focused on structural integrity and longevity (a minimum 50-  
151 year projected life cycle) and project operations. The Consultant will provide an opinion of  
152 probable costs for any recommended improvements to the project, i.e. recommended changes in  
153 components or facility operations that may improve longevity or reduce the overall cost of the  
154 project.  
155

### 156 **III. SCOPE OF WORK**

157 The Consultant will be responsible for providing an independent engineering review of the J-2  
158 Regulating Project and opinion of probable cost to verify the pre-feasibility study conclusions.  
159 The scope and appropriate methods for performing independent analyses will be discussed with  
160 the Executive Director's Office of the Program (EDO) and CNPPID prior to performing the  
161 analyses. General Consultant services to be completed for this RFP are as follows:  
162

- 163 1) Scoping and Project Meetings
- 164 a) Project Kick-Off Meeting and Work Session between the Consultant, EDO, and CNPPID  
165 will be conducted early in the project schedule. The purpose is to discuss the  
166 Consultant's approach to the project, refine the scope of work, and identify potential  
167 project issues.
- 168 b) Two additional project meetings/work sessions will be conducted as necessary for the  
169 coordination of project activities and for keeping the EDO and CNPPID informed of  
170 progress.
- 171 c) Two formal progress meetings with the Program's Water Advisory Committee should be  
172 planned and should be coordinated to coincide with site visits or fieldwork, if fieldwork  
173 is determined to be necessary.
- 174 d) The Consultant will be responsible for setting and conducting the informal and formal  
175 meetings in coordination with the EDO and CNPPID. No meeting will be conducted



176 without approval in advance by the EDO ad CNPPID. The consultant will prepare all  
177 notices, necessary materials for the meetings, and all meeting summary notes in  
178 Microsoft Word format.  
179

180 2) General Review of Available Information

- 181 a) The EDO will provide the J-2 Regulating Reservoir preliminary design and operations  
182 documentation and calculations to the Consultant. Consultant will gather and review any  
183 additional existing information related or pertinent to the J-2 Regulating Reservoir  
184 Project available through the EDO, CNPPID, NDNR, Federal Energy Regulatory  
185 Commission (FERC), or other entities/agencies that possess jurisdictional prerogatives  
186 relative to the Project engineering design.
- 187 b) Consultant will review and familiarize themselves with available information prior to  
188 initiation of Project Kickoff Meeting and develop a technical memorandum that will be  
189 used to organize and direct subsequent task activities. The Consultant will review the  
190 existing J-2 Project as configured under the feasibility study, and identify any  
191 issues/problems related to either construction or operation of the Project. Consultant will  
192 also make recommendations for any additional project features not included in the  
193 feasibility study (e.g. SCADA). The Consultant will also provide recommendations to  
194 correct the issues/problems identified. The Consultant will come to the Kickoff Meeting  
195 prepared to seek additional information or clarification about operational and design  
196 considerations based on their review of the background information.
- 197 c) In advance of the Kickoff Meeting, the Consultant will prepare a preliminary agenda for  
198 the Kickoff Meeting, provide a list of questions, issues, and discussion topics to be  
199 addressed during the Kickoff Meeting, and provide a preliminary outline of an  
200 engineering review report to be submitted at the conclusion of the project.  
201

202 3) Geotechnical Review

- 203 a) Using geotechnical data provided by the EDO, the Consultant will review the adequacy  
204 of the J-2 project recommendations in terms of embankment and canal slope stability,  
205 uplift protection, slope protection, groundwater intrusion, seepage potential, supporting  
206 subgrade, and seismic perspectives to determine whether concerns associated with  
207 various reservoir operating conditions (e.g. rapid reservoir drawdown/evacuation) have  
208 been adequately addressed.
- 209 b) Consultant will recommend any project components that should be further reviewed in  
210 detail, in addition to those listed in item 4 below.
- 211 c) Consultant will provide a preliminary opinion of site suitability.  
212

213 4) Detailed Project Component Review

- 214 a) Consultant will provide a detailed review of the following major project components,  
215 along with any others identified during the Kickoff Meeting:
- 216 1. Outlet Works – The Consultant will review existing recommendations pertaining to  
217 sizing and operating the outlet works for all identified operational purposes including  
218 hydro-cycling mitigation, target flow releases, and releases to augment SDHFs. The  
219 proposed location of the gates shall be evaluated. Of particular interest, due to their



- 220 high cost, is the feasibility study-recommended use of radial gates to augment a  
221 SDHF once every two to three years, and whether less expensive (from both capital  
222 cost and operation and maintenance perspectives) alternatives might be available.
- 223 2. Inlet and Canal Gates – The Consultant will review existing recommendations  
224 pertaining to sizing and operating the proposed Phelps Canal gate and inlet gates to  
225 both reservoirs from the Phelps Canal.
  - 226 3. Reservoir Liner – The Consultant will review existing geotechnical data and data  
227 related to groundwater elevation and its potential influence on the recommended liner  
228 and whether other cost-effective alternative technologies are available that would  
229 avoid maintaining a minimum two feet of water in the bottom of the reservoir.
  - 230 4. Phelps Canal Enlargement – The Consultant will review existing recommendations  
231 pertaining to the Phelps Canal enlargement and related siphon works, bridge  
232 replacement and accessory items such as roads, fencing, etc.
  - 233 5. Land – The Consultant will review whether additional construction easements may be  
234 required to build the project.
  - 235 6. Any other project components recommended for further review during the  
236 geotechnical review task described above.

237

## 238 5) Risk Assessment

- 239 a) The Consultant will conduct a risk assessment for a “clear day” dam break and a risk  
240 assessment for Platte River high flows jeopardizing the structural integrity. The risk  
241 assessment will also include identification of any critical project element, which if failed,  
242 would lead to a dam break or reduce the ability of the project to operate as intended. The  
243 assessment will conform to any procedures, rules and/or regulations promulgated by the  
244 dam safety divisions of the NDNR and FERC. The risk assessment will consider the  
245 following categories:
  - 246 1. The Capital Value of the Project – This includes the capital value of the project  
247 elements, which would be destroyed or damaged, and the loss of the benefits,  
248 services, revenues, or aesthetics provided by the project.
  - 249 2. Potential for Loss of Life – This includes considerations for: the population at risk in  
250 downstream areas; the catastrophic nature of the dam breach flood; the adequacy of  
251 warning to downstream inhabitants; and the potential for future downstream  
252 development.
  - 253 3. Potential for Property Damage – This includes the amount of damage to: residential  
254 and commercial property; transportation facilities such as roads and bridges; damage  
255 and disruption of lifeline and community service facilities; and potential  
256 environmental degradation.
  - 257 4. Operational Plan – This includes any recommendations for operational plans to  
258 address potential dam failure under various scenarios of river flow and reservoir  
259 storage levels.
- 260 b) If absent in the existing project configuration, the Consultant will also recommend  
261 measures and provide estimated costs for recommended measures that would lessen risk  
262 associated with the Project due to overtopping by floodwaters or erosion from Platte  
263 River flows; internal erosion of foundations and embankments caused by seepage,





- 264 seepage along outlet works; deterioration of outlet works and of any man made materials  
265 used in construction; and impacts on local groundwater levels due to reservoir seepage.  
266 c) Consultant will consider the need for and any anticipated issues in obtaining a floodplain  
267 development permit.  
268 d) Consultant will confirm opinion of site suitability.  
269
- 270 6) Integration of Newly Recommended Elements/Facilities  
271 a) The Consultant will prepare preliminary designs associated with any newly  
272 recommended approach or re-configuration of the project recommended by the  
273 Consultant as a result of their review.  
274
- 275 7) Cost Evaluation  
276 a) The feasibility study cost estimates were conducted at a reconnaissance level, and  
277 included a twenty-five percent (25%) contingency. To establish a budget reflective of  
278 actual construction costs, the Consultant will develop an updated in-depth opinion of  
279 probable costs (similar to a feasibility level or pre-final design level that is based on costs  
280 of construction of recently completed similar projects or components of projects) and  
281 projected annual operation and maintenance expenses. The Consultant will also include  
282 the costs/savings associated with any recommendations changes from the feasibility  
283 report. The Consultant will recommend the appropriate level of construction cost  
284 contingency to include at this time, based upon their review. Land acquisition costs will  
285 be provided as input from the EDO.  
286
- 287 8) Discretionary Task  
288 a) The Consultant will reserve 10% of the total project budget for a discretionary task line  
289 item. This task is to allow changes in the scope as the project develops or as new issues  
290 are discovered. No work will be initiated or funds spent for this task without written  
291 authorization from the EDO.  
292
- 293 9) Draft, Final, and Executive Summary Reports  
294 a) The report will follow the outline developed by the Consultant as part of Task 2 and  
295 discussed with the EDO and CNPPID during the Kickoff Meeting and subsequent  
296 meetings. The report will include an overview of the review process, a summary of the  
297 items reviewed, reasons for any newly recommended project elements/facilities, and  
298 opinion of probable costs.  
299
- 300 10) Results Presentation  
301 a) Upon completion of the draft final report, the Consultant will present their findings to the  
302 Program's Water Advisory Committee. The Consultant shall coordinate scheduling of  
303 the results presentation meeting and the presentation materials with the EDO.  
304

#### 305 **IV. PROJECT BUDGET**

306 The Program budget for this project is on the order of \$200,000. However, an estimated project



307 budget should **NOT** be submitted in the proposal and proposals will not be evaluated based  
308 on cost. A final scope of work and project budget will be negotiated prior to  
309 commencement of work.

310

## 311 **V. CONTRACT TERMS**

312 The selected Consultant will be retained by:

313

314 Nebraska Community Foundation

315 PO Box 83107

316 Lincoln, NE 68501

317

318 Proposal should indicate whether the Consultant agrees to the contract terms as outlined in the  
319 attached Program’s Consultant Contract (Attachment A), or provide a clear description of any  
320 exceptions to the terms and conditions.

321

322 The initial term of the contract will be for a period beginning in June 2012 and terminating in  
323 December 2012. Contracted services will be performed on a time and material not to exceed  
324 basis. Under the final contract, written Notice to Proceed from the Executive Director will be  
325 required before works begins. All work will be contingent on availability of Program funding.

326

327 **The selected Consultant may be requested to negotiate additional design services, with**  
328 **the option to renew, re-compete, or cancel at the discretion of the EDO and CNPPID.**  
329 **This contract or any follow-up contract may be transferred from the Program to**  
330 **CNPPID, if agreed upon by the EDO on behalf of the Program, CNPPID, and the**  
331 **Consultant.**

332

## 333 **VI. SUBMISSION REQUIREMENTS**

334 All interested parties having experience providing the services listed in this RFP are requested to  
335 submit a proposal.

336

### 337 *Instructions for Submitting Proposals*

338 One paper copy and one electronic (PDF) copy of your proposal must be submitted to Beorn  
339 Courtney at the Program office in Denver (2727 Bryant Street, Suite 210, Denver, CO 80211),  
340 Colorado *no later than 5:00 p.m. Central time on June 7, 2012*. Maximum allowable proposal  
341 PDF size is 8MB, and proposals are to be limited to a total of 50 pages or less. A proposal is late  
342 if received by the office any time after 5:00 p.m. Central time and will not be eligible for  
343 consideration.

344

345 Questions regarding the information contained in this RFP should be submitted to Beorn  
346 Courtney at [courtneyb@headwaterscorp.com](mailto:courtneyb@headwaterscorp.com). A list of compiled Consultant questions and  
347 responses will be maintained on the Program web site ([www.PlatteRiverProgram.org](http://www.PlatteRiverProgram.org)) in the  
348 same location as this RFP solicitation.

349

350 RFP Schedule

351 The ED Office expects to complete the selection process and award the work by approximately  
352 June 15, 2012. The following table represents the RFP schedule:

353

Description	Date	Time (Central)
Issue RFP	May 1, 2012	NA
Pre-proposal meeting conference call	May 17, 2012	10:30 AM
Last day for respondents to submit questions regarding the RFP	May 22, 2012	5:00 PM
Proposals due from respondents	June 7, 2012	5:00 PM
Evaluation of proposals	June 8, 2012 thru June 15, 2012	
Award of Work	On or before June 15, 2012	
Start of Work	Approximately June 18, 2012	
Completion of Work	Approximately December 31, 2012	

354

355 Pre-Proposal Meeting via Conference Call

356 A mandatory pre-proposal meeting of interested parties will be held on May 17, 2012 from 10:30  
357 to 12:00 p.m. Central Time via conference call for the purpose of familiarizing the respondents  
358 with the work scope and requirements included herein before submitting a response to this RFP.  
359 Please email Beorn Courtney ([courtneyb@headwaterscorp.com](mailto:courtneyb@headwaterscorp.com)) for the conference call dial-in  
360 information along with a list of people from your party expected to join in the pre-proposal  
361 conference call by 3:00 p.m. Central Time on May 14, 2012.

362

363 The meeting will include a brief overview by the ED Office regarding the objectives of the  
364 project, the scope of services, and the timeline. It is the respondent's responsibility, while at the  
365 pre-proposal meeting/conference call, to ask questions necessary to understand the RFP so the  
366 respondent can submit a proposal that is complete and according to the RFP requirements. No  
367 minutes will be distributed by the ED Office regarding the meeting.

368

369 Proposal Content

370 Proposals should respond to the following general topics:

371

372 **1) Project understanding:** Discussion that demonstrates the Consultant's understanding of key  
373 project design elements and operational goals and constraints.

374

375 **2) Project approach:** Discussion of the Consultant's approach to providing the engineering  
376 review and opinion of probable costs including critical issues, tasks, or considerations that  
377 may have shaped your approach. This section should not be a reiteration of the general scope  
378 of work presented in Section III of this RFP. That scope was provided as general guidance  
379 and original thinking and/or discussion of improvements to that approach are welcome.

380

381 **3) Qualifications and project experience:** Provide project team organization,  
382 resumes/qualifications, and responsibilities. Identify relevant project experience including the  
383 involvement/role of the proposed team in those projects. A Nebraska licensed professional



384 engineer is not required, but considered desirable and may be factored under the proposal  
385 evaluation criteria.

386 4) **Schedule:** Identify general schedule and critical issues for tasks. Given that the final scope  
387 will be developed following Consultant selection, the schedule discussion should focus on  
388 critical tasks, potential constraints or challenges.

389  
390 5) **Conflict of interest statement:** addressing whether or not any potential conflict of interest  
391 exists between this project and other past or on-going projects, including any projects  
392 currently being conducted for the Program.

393  
394 6) **Description of insurance:** shall be provided with the proposal. Proof of insurance will be  
395 required before a contract is issued. Minimum insurance requirements are described in the  
396 attached Program's Consultant Contract (Attachment A).

397  
398 7) **Acceptance of the terms and conditions** as outlined in the attached Program's Consultant  
399 Contract, or clear description of any exceptions to the terms and conditions.

400  
401 Criteria for Evaluating Proposals  
402 The Governance Committee appointed a Proposal Selection Panel that will evaluate all proposals  
403 and select a Consultant based on the following principal considerations:

- 404  
405 1. The Consultant's understanding of the overall project goals, constraints, design elements, and  
406 operational scenarios and project approach.  
407  
408 2. Qualifications and the relevant experience of the proposed project team members and firm.

409  
410 Interviews may be held if necessary, as determined by the Proposal Selection Panel.

411  
412 Award Notice  
413 After completing the evaluation of all proposals and, if deemed necessary, interviews, the  
414 Proposal Selection Panel will select a Consultant. That firm will negotiate with the ED Office to  
415 establish a fair and equitable contract. If an agreement cannot be reached, a second firm will be  
416 invited to negotiate and so on. If the Program is unable to negotiate a mutually satisfactory  
417 contract with a Consultant, it may, at its sole discretion, cancel and reissue a new RFP.

418  
419 Program Perspective  
420 The Governance Committee of the Program has the sole discretion and reserves the right to  
421 reject any and all proposals received in response to this RFP and to cancel this solicitation if it is  
422 deemed in the best interest of the Program to do so. Issuance of this RFP in no way constitutes a  
423 commitment by the Program to award a contract, or to pay Consultant's costs incurred either in  
424 the preparation of a response to his RFP or during negotiations, if any, of a contract for services.  
425 The Program also reserves the right to make amendments to this RFP by giving written notice to  
426 Consultants, and to request clarification, supplements, and additions to the information provided  
427 by a Consultant.



428  
429 By submitting a proposal in response to this solicitation, Consultants understand and agree that  
430 any selection of a Consultant or any decision to reject any or all responses or to establish no  
431 contracts shall be at the sole discretion of the Program. To the extent authorized by law, the  
432 Consultant shall indemnify, save, and hold harmless the Nebraska Community Foundation, the  
433 states of Colorado, Wyoming, and Nebraska, the Department of the Interior, members of the  
434 Governance Committee, and the Executive Director's Office, their employees, employers, and  
435 agents, against any and all claims, damages, liability, and court awards including costs, expenses,  
436 and attorney fees incurred as a result of any act or omission by the Consultant or its employees,  
437 agents, sub-Consultants, or assignees pursuant to the terms of this project. Additionally, by  
438 submitting a proposal, Consultants agree that they waive any claim for the recovery of any costs  
439 or expenses incurred in preparing and submitting a proposal.

440

#### 441 **VII. AVAILABLE INFORMATION**

442 The following pertinent Program-related documents can be accessed from the Program web site  
443 ([www.PlatteRiverProgram.org](http://www.PlatteRiverProgram.org)):

444

- 445 • *Platte River Recovery Implementation Program, Final Program Document.* October 24,  
446 2006.
- 447 • *Platte River Recovery Implementation Program, Attachment 5, Water Plan.* October 24,  
448 2006.
- 449 • *Water Management Study Phase I – Evaluation of Pulse Flows for the Platte River Recovery*  
450 *Implementation Program.* April 8, 2008.
- 451 • *Water Management Study Phase II – Evaluation of Pulse Flow for the Platte River Recovery*  
452 *Implementation Program.* December 31, 2008.
- 453 • *CNPPID Reregulating Reservoir Elwood and J-2 Alternatives Project Report.* February 18,  
454 2010.

455

456 The J-2 Regulating Reservoir feasibility study will be provided to those contractors expressing  
457 intent on responding to this RFP by contacting Beorn Courtney.

458 ([courtneyb@headwaterscorp.com](mailto:courtneyb@headwaterscorp.com)).

459

460 Attachment A – Standard Consultant Contract



Company  
Address 1  
Address 2  
TIN# 00-0000000

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

**PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM**

**Contract between Nebraska Community Foundation, Inc., Platte River Recovery Implementation Program, and [Company].**

**[Project Name]**

1. **Parties.** This Contract is made and entered into by and between the Nebraska Community Foundation, Inc. (“**Foundation**”) of Lincoln, Nebraska, representing all signatories to the Platte River Recovery Implementation Program (“**Program**”) and [redacted] (“**Consultant**”). The following persons are authorized to represent the parties through this Contract: Diane Wilson of the Foundation, Dr. Jerry Kenny of the **Program**; and [Name] of the **Consultant**.

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

**TERMS AND CONDITIONS**

3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted. The term of this Contract is from (contract initiation date) through (contract expiration date). The services to be performed under this Contract will commence upon receipt of authorization to proceed. All services shall be completed during this term.

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

4. **Payment.**

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

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

<u>Task</u>	<u>Estimated Cost</u>
Phase I.	
Subtotal Phase I	
Phase II.	
Subtotal Phase II	
Total Project Cost	

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

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

**Billing Point of Contact (Program):**

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

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

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

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

**5. Responsibilities of Consultant.**

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

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



### C. Subcontracts.

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

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

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

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

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

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

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

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

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

## **6. Responsibilities of the Program.**

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

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

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

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

## 7. Special Provisions.

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

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

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

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

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

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

## 8. General Provisions.

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

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

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

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

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

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

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

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

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

## J. Conflicts of Interest

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

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

**K. Entirety of Contract.** This Contract, consisting of (example) twelve ( 12) pages, Exhibit A, consisting of eleven ( 11) pages, **Exhibit B**, consisting of one ( 1) page, and **Exhibit C**, consisting of one ( 1) page, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

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

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

**N. Independent Contractor.** The **Consultant** shall function as an independent

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**9. Contacts.**

**Administrative Point of Contact (Foundation):**

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

**Technical Point of Contact (Program):**

Name, Title  
Platte River Recovery Implementation Prog.  
Headwaters Corporation  
Address 1  
City, State ZIP  
Phone: (000) 000-0000  
Fax: (000) 000-0000  
Email: [email](mailto:email)

**Administrative Point of Contact (Consultant):**

Name, Title  
Company  
Address 1  
City, State ZIP  
Phone: (000) 000-0000  
Fax: (000) 000-0000  
Email: [email](mailto:email)

**Admin. Point of Contact (Program):**

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

**Media Point of Contact (Program):**

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

**Technical Point of Contact (Consultant):**

Name, Title  
Company  
Address 1  
City, State ZIP  
Phone: (000) 000-0000  
Fax: (000) 000-0000  
Email: [email](mailto:email)

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

**NEBRASKA COMMUNITY FOUNDATION**

\_\_\_\_\_  
Diane M. Wilson  
Chief Financial and Administrative Officer

\_\_\_\_\_  
Date

**[CONSULTANT]**

\_\_\_\_\_  
**[Name, Title]**

\_\_\_\_\_  
Date

**EXHIBIT “A”  
SCOPE OF SERVICES**

**A. PROJECT DESCRIPTION**

1. Location: *[Text]*
2. Purpose: *[Text]*
3. History: *[Text]*

**B. PROJECT REQUIREMENTS**

1. Monthly Progress Reports and Billing Statements

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

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

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

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

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

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

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

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

### 3. Final Report

The **Consultant** shall use the Contract Scope of Services as the outline for draft and final reports so that **Consultant** compliance with Contract provisions can be verified. If the final report contains information of an engineering nature, the cover of the final report, all plates, and the executive summary must be stamped and signed by a Professional Engineer licensed in the State of Nebraska or other state if appropriate to location of project site. If the final report contains information of a geologic nature, the cover of the final report, all plates, and the executive summary must be stamped and signed by a Professional Geologist licensed in the State of Nebraska. If the final report contains information of both an engineering and geologic nature, the cover of the final report, all plates, and the executive summary must be stamped and signed by both a Professional Engineer and a Professional Geologist licensed in the State of Nebraska. At a minimum, the reproducible original to be submitted as part of the deliverables required herein must utilize an original seal(s) and original signature(s).

### 4. Final Report - Digital Format

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

fully assembled into one file, in a complete “internet ready” digital format to facilitate their distribution via the Office website.

5. Project Access

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

6. Stand-By Time

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

**SCOPE OF SERVICES**

**EXHIBIT “B”  
BUDGET**

**EXHIBIT “C”  
HOURLY RATE AND REIMBURSABLE EXPENSES  
PRICE SCHEDULE 2010**