



REQUEST FOR PROPOSAL

NEBRASKA GROUND WATER RECHARGE FEASIBILITY

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

September 17, 2010



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Attachment A – Platte River Recovery Implementation Program Consultant Contract



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

3
4 **SUBJECT:** Ground Water Recharge Feasibility Study
5 **REQUEST DATE:** September 17, 2010
6 **PRE-PROPOSAL MEETING:** September 27, 2010
7 **CLOSING DATE:** October 8, 2010
8 **POINT OF CONTACT:** Beorn Courtney
9 Headwaters Corporation
10 (720) 524-6115
11 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 the
19 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 staffing
26 mechanism for the Program. Program staff are located in Nebraska and Colorado and are
27 responsible for assisting in carrying out Program-related activities.
28

29 The Program includes a water objective of reducing shortages to U.S. Fish and Wildlife Service
30 (FWS) target flows by an average of 130,000 to 150,000 acre-feet per year (AFY) in the central
31 Platte River through a combination of reregulation and water conservation/supply projects.
32 Implementation of three initial water projects will be credited an average annual 80,000 AFY
33 toward the Program First Increment water objective. The remaining portion of the First
34 Increment water objective will be met through a program of incentive-based water conservation
35 and water supply activities that were first identified in the *2000 Reconnaissance-Level Water*
36 *Action Plan* (WAP), as updated in the *2009 Water Action Plan Update*. The Nebraska Ground
37 Water Recharge project, formerly referred to as the Dawson and Gothenburg Canal Groundwater
38 Recharge project in the Reconnaissance-Level WAP, is one of the Tier I WAP projects being
39 studied that would contribute to the remaining 50,000 to 70,000 AFY reduction in shortages to
40 FWS target flows.
41

42 The GC submits this Request for Proposals (RFP) to solicit proposals from Consultants to
43 complete a feasibility-level study of ground water recharge projects in Nebraska. The study will
44 include field investigations, design and operation of pilot-scale project(s), and reporting



45 including recommendation(s) for full-scale recharge project(s). The term “Consultant” shall be
46 used throughout this document to describe both the RFP Respondent providing the proposal and
47 Consultant (the successful Respondent) who would be performing the work upon award of the
48 RFP.

49

50 II. PROJECT DESCRIPTION

51 The objective of this ground water recharge project is to reduce shortages to FWS target flows by
52 retiming available streamflow (e.g., excesses to FWS target flows) to times of shortages.

53 Retiming would occur by intentionally storing water in an aquifer, with intentionally stored
54 water returning to the Platte River at a later time to reduce shortages to FWS target flows.

55

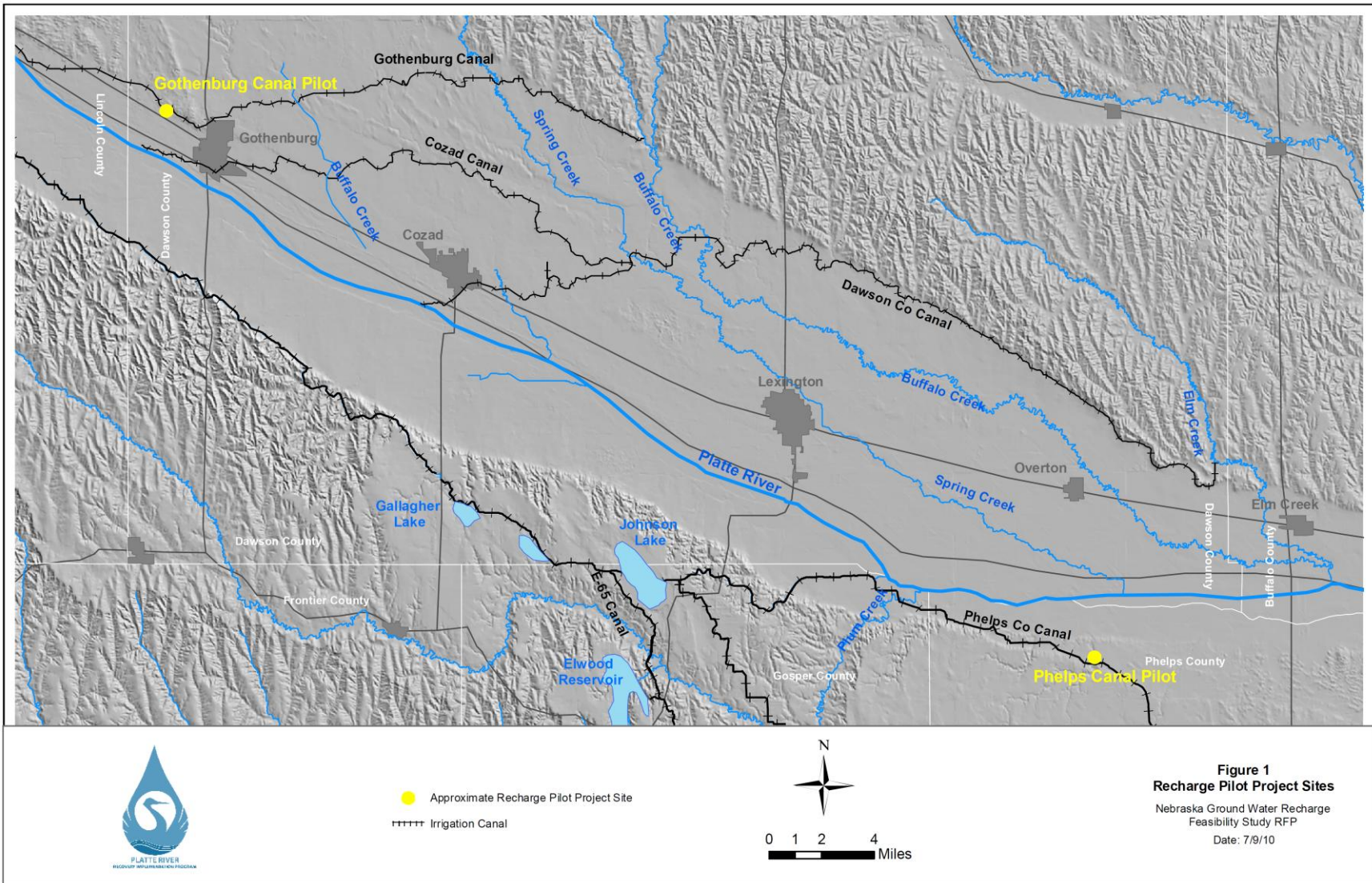
56 Ground water recharge projects would potentially include a combination of methods for
57 diverting streamflow to recharge from surface water canals and/or wells located close to the
58 Platte River. Water would be intentionally recharged using constructed basins or through canal
59 systems. Water would then be recovered and credited toward FWS target flows through any
60 combination of induced ground water return flows, active pumping of recharged water, pumping
61 of high water tables, or “in-lieu” pumping. These alternatives are described in the *Platte River*
62 *Recovery Implementation Program, Nebraska Ground Water Recharge Pre-Feasibility Study*. As
63 further detailed in the pre-feasibility report, two (2) ground water recharge project configurations
64 were recommended for feasibility-level studies, referred to hereafter as “recharge pilot project
65 sites.” The recharge pilot project sites involve the Phelps County Canal and Gothenburg Canal,
66 with approximate locations as shown in **Figure 1** below.

67

68 This RFP is for Consultant services to be completed for feasibility-level analyses that will build
69 upon and refine the results of the pre-feasibility study for the two (2) recharge pilot project sites.
70 The objectives of the feasibility study are to complete fieldwork to refine assumptions regarding
71 site conditions (e.g., soil, ground water, and topographic conditions), and then to design and
72 operate pilot-scale recharge projects to refine recharge rates and the related effects of recharge on
73 local ground water conditions and to estimate costs associated with a full-scale project. The work
74 described in this RFP may be conducted in two phases: Phase I will include review of the pre-
75 feasibility study results, development of fieldwork plan to refine site conditions, completion of
76 fieldwork according to fieldwork plan, and design of recharge pilot projects; Phase II, if
77 authorized, will generally include construction and operation of recharge pilot projects and
78 recommendations for full scale projects. **This RFP is for the work to be completed for Phase I
79 of the feasibility study. If no fatal flaws are identified under Phase I, there is potential for
80 the selected contractor to be retained for Phase II through a contract amendment.**



81



82



83 The following information about the two recharge pilot project sites is taken from the pre-
84 feasibility report and will be further refined under the full feasibility study.

85

86 Phelps Recharge Pilot Project Site

87 Full-scale recharge at the Phelps County Canal site is anticipated to consist of diversions
88 of available streamflow from Central Nebraska Public Power District's (CNPPID) system
89 to Phelps County Canal, recharge via canal seepage and constructed recharge basin(s)
90 approximately 10 miles from the canal headgate, and recovery of water primarily through
91 ground water return flows to the Platte River that result from canal seepage and recharge
92 at constructed basins. The following assumptions were made for a full-scale recharge
93 project at the Phelps County Canal location:

94

- 95 • Recharge activities would occur throughout the September to May timeframe;
- 96 • Total of approximately 70 acre-feet per day (AFD) would be recharged – estimated at 40
97 AFD from canal seepage (2 cfs per mile) plus 30 AFD from constructed recharge basins
98 (infiltration rate of 1 foot per day over an active recharge area of 30 acres);
- 99 • Diversions of approximately 8,600 acre-feet per year (AFY);
- 100 • Ground water return flows to the Platte River that result from canal seepage and recharge
101 at constructed basins (i.e., no active pumping of ground water wells to increase return
102 flows); and
- 103 • Average annual project yield (i.e., amount of return flows credited towards the reduction
104 of shortages to FWS target flows) for the pre-feasibility study period of 1947-1994
105 estimated at approximately 3,320 AFY.

106

107 For a full-scale recharge project at the Phelps County Canal site, capital cost was estimated to
108 be \$1.1 M and annual operation and maintenance (O&M) costs were estimated as \$14,000
109 per year. Total unit cost for the full-scale Phelps County Canal recharge project would be
110 approximately \$17 per acre-foot per year based on estimated project yield of approximately
111 3,320 AFY.

112

113 Gothenburg Recharge Pilot Project Site

114 Full-scale recharge at the Gothenburg Canal site is anticipated to consist of diversions of
115 available streamflow from the Platte River at the Gothenburg Canal headgate approximately
116 3 miles downstream from Brady. Recharge would occur at a constructed recharge basin off
117 the Gothenburg Canal, which would be approximately 8.5 miles from the canal headgate
118 diversion. Recharge would also occur as a result of Gothenburg Canal seepage en route to the
119 constructed recharge basin. Recharged water would return to the Platte River via ground
120 water return flows associated with canal seepage and recharge at a constructed basin. The
121 following assumptions were made for a full-scale recharge project at the Gothenburg Canal
122 location:

123

- 124 • Recharge activities would occur throughout the September to May timeframe;



- 125
- 126
- 127
- 128
- 129
- 130
- 131
- 132
- 133
- 134
- Total of approximately 80 acre-feet per day (AFD) would be recharged – estimated at 10 AFD from canal seepage (12 percent of the total diversion) and 70 AFD from constructed recharge basin (infiltration rate of 2 feet per day over an active recharge area of 35 acres);
 - Diversions of approximately 9,300 acre-feet per year (AFY);
 - Ground water return flows to the Platte River that result from canal seepage and recharge at constructed basin (i.e., no active pumping of ground water wells to increase return flows); and
 - Average annual project yield (i.e., amount of return flows credited towards the reduction of shortages to FWS target flows) for the pre-feasibility study period of 1947-1994 estimated at approximately 3,520 AFY.

135

136 For a full-scale recharge project at the Gothenburg Canal site, capital cost was estimated to
137 be \$1.1 M and annual O&M costs were estimated as \$13,000 per year. The total unit cost for
138 the full-scale Gothenburg Canal recharge project would be approximately \$16 per acre-foot
139 per year based on estimated project yield of approximately 3,520 AFY.

140

141 Recharge pilot-scale projects are anticipated to include approximately 1 acre recharge area, 3
142 months of operation, and up to 1 cfs and 0.5 cfs of continuous recharge for the Gothenburg Canal
143 and Phelps County Canal recharge pilot project sites, respectively. These assumptions will be
144 reviewed and updated by the selected Consultant.

145

146 **III. SCOPE OF WORK**

147 This RFP will result in a contract for feasibility-level analyses for the two (2) recharge pilot
148 project sites described above. The work may be conducted in two phases, and **proposals under
149 this RFP should address Phase I fieldwork and design of pilot-scale recharge projects only.**
150 If no fatal flaws are identified, there is potential for Phase II pilot-scale construction and full-
151 scale preliminary design. Although proposals under this RFP should only address Phase I scope
152 of work tasks, the proposals should also indicate whether the Consultant team would be qualified
153 for the Phase II scope of work tasks in the event that the Consultant selected for Phase I is
154 retained for additional Phase II tasks.

155

156 The scope of work for Phase I of this feasibility investigation includes certain field investigation
157 and testing services. Consultant may retain qualified subcontractors to provide these services and
158 shall demonstrate the subcontractors' qualifications, as described under **Section VI** below and as
159 outlined in the attached Program's Consultant Contract (Attachment A).

160

161 Related additional work being completed by others, under the direction of the Executive
162 Director's Office (EDO), will occur concurrent to the work being completed by the selected
163 Consultant, including: permitting, acquisition of water supply, and landowner coordination for
164 the feasibility study. Although the Consultant will not be responsible for completion of the
165 additional work, coordination with the EDO will be necessary so that permitting and landowner
166 coordination considerations will be taken into account for all tasks to be completed by the
167 Consultant.



168 The tasks and deliverables for the ground water recharge feasibility-level analyses to be
169 completed by the Consultant as a result of the work described in this RFP are as follows:

170

171 **Phase I – Fieldwork and Pilot-Scale Recharge Design**

172

173 **1) Project Scoping and Kickoff**

174 a) **Objective** – Facilitate early gathering of ideas and input from EDO and the technical
175 work group that was involved with the pre-feasibility study (hereafter referred to as the
176 technical work group). The technical work group will consist of Program participants
177 knowledgeable about ground water recharge projects, and that provided review and input
178 to the pre-feasibility study. Detailed project scoping and budgeting should be completed
179 for this task.

180 b) **Task Description** – Kickoff meeting and site visits with Program staff and technical work
181 group to review results of pre-feasibility analyses and determine how to incorporate in
182 the scope for the Consultant’s feasibility-level analyses. Review and refine scope of work
183 and project timeline and establish a firm budget building off the budget estimate included
184 in the proposal from the selected Consultant (see Section IV below).

185 c) **Deliverables** – Detailed scope, schedule, and budget document.

186

187 **2) Project Management and Meetings**

188 a) **Objective** – Ensure that project management and meeting needs are explicitly included in
189 project scope and budget.

190 b) **Task Description** – Coordinate work and solicit input from Program staff and participants
191 throughout the project. Meetings will be conducted as necessary for the coordination of
192 project activities and to keep the Water Advisory Committee (WAC) and GC informed of
193 project progress. A total of 3 formal Program committee meetings can be assumed for the
194 purposes of drafting proposals. It should be assumed that formal presentations providing
195 project updates/results will be given by the Consultant at these meetings. Informal
196 meetings with Program staff, technical advisors, and participants will also likely be
197 necessary.

198 c) **Deliverables** – Meeting minutes from all Project Management meetings; draft minutes in
199 Microsoft Word format provided to EDO for review/comment; final minutes in PDF
200 format. Copies of all formal presentation materials.

201

202 **3) Existing Information Gathering and Review**

203 a) **Objective** – Collect and review relevant existing information and data from pre-feasibility
204 study, and identify information gaps and needs.

205 b) **Task Description** –

206 i. Collect from the EDO and review data compiled for pre-feasibility study,
207 including but not limited to: potential percolation rates (for canal and constructed
208 recharge basins), depth to water, canal and river transit losses, soil type, aquifer
209 properties, and assumptions for estimates of return flows and cost (all information
210 utilized in the pre-feasibility study will be readily available and provided by the
211 EDO). Identify additional information that would be needed to refine estimates of



- 212 return flows and cost for full-scale recharge projects at the two (2) recharge pilot
213 project sites.
- 214 ii. Review methods used to develop estimates of return flows and cost in pre-
215 feasibility study, and become familiar enough with methods to use pre-feasibility
216 analysis methods as starting point for updating estimates of return flows and cost
217 for two (2) recharge pilot project sites (Task 9 below).
- 218 c) **Deliverables** – Technical memorandum describing available data and identifying gaps to
219 be filled in feasibility study, including additional data to be collected for Task 4 below.
220

221 4) Fieldwork and Supplemental Data Collection

- 222 a. **Objective** – Collect field data needed to design and operate two (2) recharge pilot-scale
223 projects (Tasks 5-8 below), and to refine estimates of return flows and costs (Task 9).
- 224 b. **Task Description** –
- 225 i. Prepare fieldwork plan outlining the type and location of data to be collected,
226 including plans for utilizing subcontractors for fieldwork activities. Activities may
227 include items such as: assessment of topographic conditions for recharge
228 facilities, completion of soil borings and/or test pits, installation of ground water
229 monitoring wells, completion of aquifer pump test(s) in existing agricultural wells
230 leased by the Program, monitoring of existing ground water conditions, survey of
231 nearby drains/streams including use of weirs to estimate baseline flow rates, and
232 interviews with nearby property owners to determine historical ground water
233 conditions. All monitoring equipment purchased for this project must be approved
234 by the EDO, will be acquired according to the Program’s procurement policy, and
235 becomes the property of the Program at the completion of the project.
- 236 ii. Complete fieldwork – including oversight of subcontractors, documentation of
237 observations and results, laboratory analyses of soil samples, etc. Consultant
238 selected for the work described in this RFP will be responsible for hiring,
239 managing, and compensating any and all subcontractors needed to complete this
240 task.
- 241 iii. Write fieldwork summary report. This report should be focused on documentation
242 of fieldwork methods and results. Analyses of data in the fieldwork summary
243 report should include such things as pump test analyses, and summaries of site
244 conditions that could affect the implementation of ground water recharge projects.
- 245 c. **Deliverables** – Fieldwork summary report including the initial fieldwork plan,
246 documentation of fieldwork activities, boring/test pit logs, photographs, and laboratory
247 analysis results.
248

249 5) Pilot-Scale Demonstration Project Design

- 250 a) **Objective** – Design two (2) pilot-scale (each anticipated to be up to 1 acre in surface area)
251 recharge projects (i.e., constructed recharge basins, water delivery, and monitoring
252 systems) to be used to refine recharge potential at two (2) different sites.
- 253 b) **Task Description** –
- 254 i. Consultant will review pilot-scale project assumptions made in pre-feasibility
255 study and provide recommendations for any modifications (e.g., 1 acre recharge



- 256 area, 3 months of operation, and up to 1 cfs and 0.5 cfs of continuous recharge for
257 the Gothenburg Canal and Phelps County Canal sites, respectively).
- 258 ii. Prepare plans and specifications for pilot-scale recharge facilities and monitoring
259 systems at two (2) different site locations. Plans and specifications shall at a
260 minimum include detail for the recharge basin excavation, recharge basin berms,
261 diversion structures from the existing irrigation canals to the recharge facility
262 locations, discharge structures at the recharge basins, access roads, and
263 instrumentation. Plans and specifications will be reviewed by the technical work
264 group, and suggested edits will be submitted to the Consultant.
- 265 c) **Deliverables** – Design-level plans and specifications for two (2) recharge pilot project
266 sites. Plans and specifications shall be submitted to the EDO and technical work group
267 for review and edits at the 50 and 90 percent design-level. Plans and specifications will
268 be finalized to 100 percent design-level based on comments from the EDO and technical
269 work group.

271 **Phase II - Pilot-Scale Construction and Full-Scale Preliminary Design**

272 *Note that Consultant's proposal should only address Phase I tasks described above, and*
273 *completion of Phase II tasks described below is dependent on the outcome of Phase I tasks.*
274 *Consultant selected for Phase I tasks may be retained for Phase II tasks if no fatal flaws are*
275 *identified in Phase I.*

276 6) **Bidding Services for Construction of Pilot-Scale Demonstration Projects**

- 277 a) **Objective** – Facilitation of bid letting and contract execution.
- 278 b) **Task Description** – Prepare bid documents for recharge facilities construction; packaging
279 of construction drawings, specifications and contract documents into a project manual.
280 Assist the Program in advertising for bids and conduct public bid opening. Assist in
281 finalization of construction contract between Program and contractor.
- 282 c) **Deliverables** – Bid documents and advertisements for bid letting; and contract between
283 Program and contractor for construction of pilot-scale recharge facilities.

284 7) **Construction of Pilot-Scale Recharge Facilities**

- 285 a) **Objective** – It is anticipated that (1) ground water recharge basin, with approximately 1
286 acre surface area, will be constructed at each of the two (2) recharge pilot project sites.
287 Install related monitoring equipment necessary to determine recharge rate potential and
288 effects on local ground water conditions, nearby ground water drains, and nearby
289 streams.
- 290 b) **Task Description** – The Consultant will provide construction administration services to
291 successfully construct two (2) recharge pilot project site facilities including installation of
292 monitoring equipment. Recharge facility construction will include, but is not limited to,
293 basin excavation; installation of diversion structures, delivery pipe, and energy
294 dissipation structures; weirs to measure flows in nearby drains/streams; instrumentation
295 including data recorders for continuous data recording; and gravel access roads.
- 296 c) **Deliverables** – As-built drawings and the completed construction file including all
297 associated data and weekly construction reports. Construction reports may contain
298
299



300 information about construction progress and issues, processing of contractor pay requests,
301 approval of shop drawings, etc.
302

303 **8) Operation and Monitoring of Recharge Pilot Project Facilities**

- 304 a) **Objective** – Operate recharge pilot project site facilities to determine long-term
305 sustainable recharge rates, and monitor effects on nearby ground water aquifers, drains,
306 and streams.
- 307 b) **Task Description** – It is anticipated that the pilot projects will continuously divert up to
308 one (1) cfs to each of the two (2) separate recharge site basins, for up to three months.
309 The two (2) facilities may be operated at different times of the year. Monitor recharge
310 rates, and adjust rate of diversion to basins accordingly to match refined infiltration rates.
311 Monitor ground water monitoring wells and weirs in nearby drains/streams installed as
312 part of Task 4 above. Coordination with the applicable district (i.e., Nebraska Public
313 Power District and CNPPID) and the EDO will be required during the operation of the
314 pilot-scale recharge facilities. The EDO will help coordinate day-to-day operations with
315 the applicable district. Facilities abandonment and restoration of the site to near original
316 condition may also be part of this task, depending on whether the pilot-scale facilities
317 will be incorporated into the full-scale recharge project(s). All monitoring equipment
318 purchased for this project must be approved by the EDO, will be acquired according to
319 the Program’s procurement policy, and becomes the property of the Program at the
320 completion of the project.
- 321 c) **Deliverables** – Operating and monitoring field reports, compiling data and documenting
322 recharge rates and effects on ground water and nearby drains/streams. Assessment of
323 results is to be included in the final project report described in Task 10 below.
324

325 **9) Refine Estimates of Return Flows and Full-Scale Project Cost**

- 326 a) **Objective** – Refine full-scale project return flow and cost estimates for the two (2)
327 recharge pilot project sites, based on work completed in all the previous tasks described
328 in this RFP.
- 329 b) **Task Description** – Updated estimates of return flows and cost will build upon previous
330 estimates developed under the pre-feasibility study. The Consultant will be responsible
331 for determining the appropriate final methods to be used to update return flows and cost
332 of full-scale project facilities at the two (2) recharge pilot project sites studied, to within
333 approximately 25% certainty with regard to return flows and cost of full scale project.
334 Methods will include modeling to determine the volume and timing of return flows from
335 ground water recharge at the Platte River at the location nearest to the project location.
336 Monthly return flows must be modeled and reported for the pre-feasibility study period of
337 1947-1994. Assumptions for quantities and unit costs for all items needed for full-scale
338 recharge projects will also be updated.
- 339 c) **Deliverables** – Table of refined monthly return flows at the Platte River near the project
340 locations and cost estimates in Excel format, including lists/tables of assumptions made
341 in computing estimates. All modeling input and output files used to determine project
342 return flows, including any related spreadsheets used as pre- or post-processors.



343 Drawings used to refine estimates of return flows and cost for full-scale recharge projects
344 to within approximately 25% certainty.
345

346 **10) Project Report and Final Recommendation**

- 347 a) **Objective** – Report and final full-scale project recommendation should incorporate
348 findings from demonstration projects; make a final recommendation regarding feasibility
349 of implementing full-scale recharge project(s); and if recommended, include updated full-
350 scale project cost and return flow estimates for the two (2) recharge pilot project sites.
351 b) **Task Description** – Generate technical report summarizing findings from fieldwork (Task
352 4 above), operation and monitoring of pilot-scale demonstration projects (Task 8), and
353 refinement of return flow and cost estimates (Task 9). Make final recommendation for
354 full-scale recharge project(s) based on feasibility study findings. Additionally, document
355 as-built conditions of recharge pilot project site facilities.
356 c) **Deliverables** – Draft report for review by EDO and technical work group. Final report
357 based on comments from EDO and technical work group.
358

359 **IV. PROJECT BUDGET**

360 An estimated project budget for all Phase I tasks should be submitted in the proposal, on a not-
361 to-exceed time and expense basis for the work to be completed. **Project budget estimates**
362 **should only be provided for Phase I tasks, and should not be provided for Phase II tasks.**
363 Project budget estimates should be itemized by tasks described in **Section III**. Final budget for
364 all tasks will be determined after the project is awarded. A final budget will be established as part
365 of the Project Scoping and Kickoff (Task1), and will build upon the budget estimate provided in
366 the proposal for the Consultant selected to do the work.
367

368 Proposals will be evaluated on criteria described in **Section VI** below, including understanding
369 of the objectives of the project, qualifications of the team members, and clarity/content of project
370 schedule, scope, and budget. **The work will not be awarded on a lowest cost basis.**
371

372 **V. CONTRACT TERMS**

373 The selected Consultant will be retained by:

374
375 Nebraska Community Foundation
376 PO Box 83107
377 Lincoln, NE 68501
378

379 Proposal should indicate whether the Consultant agrees to the contract terms as outlined in the
380 attached Program’s Consultant Contract (Attachment A), or provide a clear description of any
381 exceptions to the terms and conditions.
382

383 **The initial term of the contract will be for a period beginning in October 2010 and**
384 **terminating in March of 2011 with an option to renew at the sole discretion of the GC.**
385 **Contracted services will be performed on a time and material not to exceed basis. Under**
386 **the final contract, written Notice to Proceed from the Executive Director will be required**



387 **before work begins. All work will be contingent on availability of Program funding. If there**
388 **are no fatal flaws identified in Phase I, this contract may be extended into Phase II as identified**
389 **in Section III above.**

390

391 **VI. SUBMISSION REQUIREMENTS**

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

394

395 Instructions for Submitting Proposals

396 One **electronic copy** of your proposal must be submitted in PDF format to Beorn Courtney at
397 courtneyb@headwaterscorp.com no later than 5:00 p.m. Central time on Friday, October 8,
398 2010. **Maximum allowable proposal PDF size is 8MB, and proposals are to be limited to a**
399 **total of 50 pages or less.** A proposal is late if received any time after 5:00 p.m. Central time and
400 will not be eligible for consideration.

401

402 Questions regarding the information contained in this RFP may be submitted to Beorn Courtney
403 (courtneyb@headwaterscorp.com). A list of compiled Consultant questions and responses will
404 be maintained on the Program web site (www.PlatteRiverProgram.org) in the same location as
405 this RFP solicitation. The last day to submit questions is October 5, 2010 at 5:00 p.m. Central
406 time.

407

408 RFP Schedule

409 The following table represents the RFP schedule:

410

Description	Date	Time (Central)
Issue RFP	September 17, 2010	NA
Pre-proposal conference call	September 27, 2010	2:00 PM
Last day for respondents to submit questions regarding the RFP	October 5, 2010	5:00 PM
Proposals due from respondents	October 8, 2010	5:00 PM

411

412 Pre-Proposal Meeting

413 A non-mandatory pre-proposal conference call of interested parties will be held on **Monday,**
414 **September 27, 2010** from **2:00 to 3:30 p.m. Central Time** for the purpose of familiarizing the
415 respondents with the work scope and requirements included herein before submitting a response
416 to this RFP. Please email Steve Smith (smiths@headwaterscorp.com) for the conference call
417 dial-in information along with a list of persons expected to join in the pre-proposal conference
418 call by 3:00 p.m. Central Time on Friday, September 24, 2010.

419



420 The conference call will include a brief overview by the EDO regarding the objectives of the
421 project, the scope of services, and the timeline. It is the respondent's responsibility, while on the
422 pre-proposal conference call, to ask questions necessary to understand the RFP so the respondent
423 can submit a proposal that is complete and according to the RFP requirements. It is highly
424 recommended that all prospective Consultants participate in the pre-proposal conference call as
425 there shall be no minutes distributed by the EDO regarding the conference call.

426

427 Proposal Content

428 Proposals must respond to the following topics:

429

430 1) **Executive summary** that presents brief firm overview and condenses and highlights the
431 contents of the proposal in such a way as to provide a broad understanding of the
432 Consultant's qualifications and proposal.

433

434 2) **Project understanding** that demonstrates the Consultant understands project goals and
435 objectives and identifies issues critical to project success.

436

437 3) **Project approach** that documents how the Consultant would organize and execute the scope
438 of work detailed in this RFP and provides project team organization, resumes, and
439 responsibilities.

440

441 4) **Qualifications and project experience** relevant to this project including the
442 involvement/role of the proposed team in those projects. Qualification and project experience
443 must be provided for the primary Consultant and for subcontractors required to complete
444 Phase I. However, a description of qualifications and project experience are not required for
445 the contractor that would be retained for construction of the pilot-scale recharge facilities
446 under Phase II, because it is assumed that the contractor will not be identified/selected until
447 Phase II of this feasibility study.

448

449 5) **Schedule** for completing the Phase I tasks identified in the project approach. This project is
450 time-sensitive and needs to be completed in early 2011. If no fatal flaws are identified, there
451 is potential for Phase II to immediately follow. Proposed schedules should be as aggressive
452 as possible without compromising the ability to produce a quality product. Include potential
453 constraints or challenges based on the tasks and the schedule described above.

454

455 6) **Compensation** for services to complete Phase I of the project – see Section IV above for
456 additional details. Assumptions used must be clearly stated and a total estimated cost must be
457 included. Consultant must specify the estimated number of labor hours for each team
458 member, billable rate and estimated direct expenses (e.g. travel), and total project cost to
459 complete each task/subtask detailed herein and Consultant's other recommended or optional
460 tasks, including any subcontractor fees.

461



- 462 7) **Conflict of interest statement** addressing whether or not any potential conflict of interest
463 exists between this project and other past or on-going projects, including any projects
464 currently being conducted for the Program. Include a description of the approach that would
465 be used to address any identified potential conflicts of interest for this project.
466
- 467 8) **Description of insurance** shall be provided with the proposal. Proof of insurance will be
468 required before a contract is issued. Minimum insurance requirements are described in the
469 attached Program’s Consultant Contract (Attachment A).
470
- 471 9) **Acceptance of the terms and conditions** as outlined in the attached Program’s Consultant
472 Contract, or clear description of any exceptions to the terms and conditions.
473

474 Criteria for Evaluating Proposals

475 The Governance Committee appointed a Proposal Selection Panel that will evaluate all proposals
476 and select a Consultant based on the following principal considerations:
477

- 478 1. Understanding of the overall objectives of the project and approach to meeting those
479 objectives and addressing critical project tasks and issues.
480
- 481 2. Qualifications and the relevant experience of the proposed project team members.
482
- 483 3. Clarity and content of the project schedule, scope, and budget.
484

485 Award Notice

486 After completing the evaluation of all proposals and, if deemed necessary, interviews, the
487 Proposal Selection Panel will select a Consultant. That firm will negotiate with the EDO to
488 establish a fair and equitable contract. If an agreement cannot be reached, a second firm will be
489 invited to negotiate and so on. If the Program is unable to negotiate a mutually satisfactory
490 contract with a Consultant, it may, at its sole discretion, cancel and reissue a new RFP.
491

492 Program Perspective

493 The Governance Committee of the Program has the sole discretion and reserves the right to
494 reject any and all proposals received in response to this RFP and to cancel this solicitation if it is
495 deemed in the best interest of the Program to do so. Issuance of this RFP in no way constitutes a
496 commitment by the Program to award a contract, or to pay Consultant’s costs incurred either in
497 the preparation of a response to his RFP or during negotiations, if any, of a contract for services.
498 The Program also reserves the right to make amendments to this RFP by giving written notice to
499 Consultants, and to request clarification, supplements, and additions to the information provided
500 by a Consultant.
501

502 By submitting a proposal in response to this solicitation, Consultants understand and agree that
503 any selection of a Consultant or any decision to reject any or all responses or to establish no
504 contracts shall be at the sole discretion of the Program. To the extent authorized by law, the
505 Consultant shall indemnify, save, and hold harmless the Nebraska Community Foundation, the



506 states of Colorado, Wyoming, and Nebraska, the Department of the Interior, members of the
507 Governance Committee, and the Executive Director’s Office, their employees, employers, and
508 agents, against any and all claims, damages, liability, and court awards including costs, expenses,
509 and attorney fees incurred as a result of any act or omission by the Consultant or its employees,
510 agents, subcontractor, or assignees pursuant to the terms of this project. Additionally, by
511 submitting a proposal, Consultants agree that they waive any claim for the recovery of any costs
512 or expenses incurred in preparing and submitting a proposal.

513

514 **VII. AVAILABLE INFORMATION**

515 The following pertinent Program-related documents can be accessed from the Program web site
516 (www.PlatteRiverProgram.org):

517

- 518 • *Platte River Water Conservation/Supply Reconnaissance Study (specifically Chapter 8.G. –*
519 *Ground Water)*. 1999. Prepared by Boyle Engineering Corporation.
- 520 • *Platte River Recovery Implementation Program, Final Program Document*. October 24,
521 2006.
- 522 • *Platte River Recovery Implementation Program Reconnaissance-Level Water Action Plan*.
523 2000. Prepared by Boyle Engineering Corporation.
- 524 • *Platte River Recovery Implementation Program, 2009 Water Action Plan Update*. February
525 23, 2010. Prepared by the Office of the Executive Director and the Water Advisory
526 Committee.
- 527 • *Platte River Recovery Implementation Program Nebraska, Nebraska Ground Water*
528 *Recharge Pre-Feasibility Study*. August 2010. Prepared by the Office of the Executive
529 Director, the Water Advisory Committee, Hahn Water Resources LLC, and Ann Bleed and
530 Associates Inc.

Attachment A

Platte River Recovery Implementation Program
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 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax: (308) 237-4651
Email: kennyj@headwaterscorp.com

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

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

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

5. Responsibilities of Consultant.

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

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

C. Subcontracts.

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

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

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

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

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

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

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

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

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

6. Responsibilities of the Program.

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

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

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

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

7. Special Provisions.

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

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

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

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

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

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

8. General Provisions.

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

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

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

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

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

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

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

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

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

J. Conflicts of Interest

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

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

K. Entirety of Contract. This Contract, consisting of (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

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

Administrative Point of Contact (Consultant):

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

Admin. Point of Contact (Program):

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

Media Point of Contact (Program):

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

Technical Point of Contact (Consultant):

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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.

C. **SCOPE OF SERVICES**

**EXHIBIT “B”
BUDGET**

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