

Agenda Item: 6.

## Memorandum

To: Ad-hoc Consultant Selection Subcommittee  
Lower Platte River Voluntary Integrated Management Plan

From: Brian Henkel, Groundwater Management Engineer

Date: September 07, 2012

Re: Professional Services Contract for Development of a Lower Platte River Voluntary Integrated Management Plan

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The Ad-hoc Consultant Selection Subcommittee approved entering into contract negotiations with Olsson Associates (Olsson) to provide professional services for the development of a Voluntary Integrated Management Plan (IMP) for the Lower Platte River Basin. Included with this memo (Attachment 1) is a draft contract for professional services. The contract describes the services to be performed by Olsson including a detailed budget for those services as well as an anticipated schedule for the IMP project. The contract is for a not to exceed amount of \$249,430 and the plan is schedule for completion in March 2014.

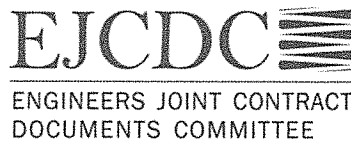
**Management recommends that the subcommittee recommend to the Board that the General Manager be authorized to execute the proposed professional services contract with Olsson Associates for a Voluntary Integrated Management Plan for the Lower Platte River Basin, for an amount not to exceed of \$249,430, subject to changes deemed necessary by the General Manager and approval as to form by District legal counsel.**

AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
STUDY AND REPORT  
PROFESSIONAL SERVICES

**Papio-Missouri River  
Natural Resources District**

**Development of a Voluntary  
Integrated Management Plan**

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR STUDY AND REPORT  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of September 6 , 2012 ("Effective Date") between

Papio-Missouri River Natural Resources District ("Owner") and

Olsson Associates ("Engineer").

Engineer's services under this Agreement are generally described as follows:

Development of a Voluntary Integrated Management Plan (IMP) for the Lower Platte River Basin in coordination with the Nebraska Department of Natural Resources ("NDNR"). The IMP will be developed for all of the Papio-Missouri River Natural Resources District area within the watersheds of the Elkhorn and the Platte Rivers and all of the groundwater within the Papio NRD considered to be hydrologically connected to those rivers ("Assignment").

If Engineer's services under this Agreement are a part of a more extensive project of the Owner, such project is generally identified as follows:

\_\_\_\_\_  
("Project").

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

**1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

**2.01 General**

- A. Owner shall pay Engineer as set forth in Article 4.
- B. Owner shall provide Engineer with all criteria and full information as to Owner's requirements for the Assignment, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any anticipated funding sources and budgetary limitations.
- C. Owner shall furnish to Engineer all existing studies, reports, and other available data pertinent to the Assignment, obtain or authorize Engineer to obtain or provide additional reports and data as required, and furnish to Engineer such services of others as may be necessary for the performance of Engineer's services.

- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- E. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, instructions, reports, data, and other information Owner-furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, instructions, reports, data, and information in performing or furnishing services under this Agreement.

### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

#### **3.01 Commencement**

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### **3.02 Time for Completion**

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### **4.01 Invoices**

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of this Article. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### **4.02 Payments**

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make payments due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  - 1. Engineer will be entitled to interest on all amounts due and payable at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

#### 4.03 *Payment for Basic Services (Hourly Rates Plus Reimbursable Expenses)*

- A. Using the procedures set forth in Paragraph 4.01, Owner shall pay Engineer for Basic Services as follows:
1. An amount equal to the cumulative hours charged to the Assignment by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Assignment, plus reimbursable expenses and Engineer's Consultants' charges, if any.
  2. Engineer's standard hourly rates are set forth in Exhibit C.
  3. The total compensation for services and reimbursable expenses shall not exceed \$249,430.

#### 4.04 *Payment for Additional Services*

- A. For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged to providing the Additional Services under the Assignment by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's Consultants' charges, if any. Engineer's standard hourly rates and reimbursable expenses schedule are set forth in Exhibit C.

#### 4.05 *Disputed Invoices*

- A. If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

### **ARTICLE 5 – OPINIONS OF COST**

#### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's estimate as an experienced and qualified professional generally familiar with the construction industry. However, because of the limited and preliminary nature of the Assignment, and because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator.

#### 5.02 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.



## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- C. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- D. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- E. Engineer shall not have any construction-related duties under this Agreement. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

### 6.02 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Assignment or Project is completed. Owner shall not rely, in any way, on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance, by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such procedures shall be set forth in an exhibit to this Agreement.

- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise during storage or transmittal, the party receiving electronic files agrees that it will perform acceptance tests or procedures within ten days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any data deficiencies detected within the ten-day acceptance period will be corrected, if possible, by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents solely for Owner's information and reference in connection with the specific subject matter of the Documents, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use by Owner unless completed by Engineer; (2) the Documents are instruments of study and report services only, and are not final design or construction documents, (3) no Document shall be altered, modified, or reused by Owner or any third party for any purpose except with Engineer's express written consent; (4) any use, reuse, alteration, or modification of the Documents, except as authorized in this Agreement or by Engineer's written consent, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (5) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any unauthorized use, reuse, alteration, or modification of the Documents; and (6) nothing in this paragraph shall create any rights in third parties.

#### 6.03 Insurance

- A. Engineer will maintain insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

#### 6.04 Termination

- A. *Termination for Cause:* The obligation to continue performance under this Agreement may be terminated:
  - 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
  - 2. By Engineer:
    - a. upon seven days written notice if Engineer believes that Engineer is being required by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

- b. upon seven days written notice if the Engineer's services are delayed for more than 90 days for reasons beyond Engineer's control.
  - c. Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 6.04.A.2.
- 3. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 6.04.A.1. if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- B. *Termination for Convenience:* Owner may terminate the Agreement for Owner's convenience effective upon the Engineer's receipt of written notice from Owner.
- C. The terminating party under Paragraphs 6.04.A or 6.04.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. In the event of any termination under Paragraph 6.04, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 6.05 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the subject matter of the Assignment is located.

#### 6.06 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, or other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Any and all Documents prepared by Engineer, including but not limited to the Report to be prepared pursuant to Exhibit A, are prepared solely for the use and benefit of Owner, unless expressly agreed otherwise by Engineer.

#### 6.07 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

#### 6.08 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are

or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.09 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Assignment or Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations.
- C. In addition, to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, Consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Assignment or Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, consultants, employees, or others retained by or under contract to the Owner with respect to this Assignment or to the Project.
- D. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and

consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Assignment or Project.

#### 6.10 *Limitation of Engineer's Liability*

- A. To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, members, employees, agents, and Consultants, or any of them, to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses whatsoever arising out of, resulting from, or in any way related to the Assignment, this Agreement, or the Project from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability, or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, members, employees, agents, or Consultants, or any of them, shall not exceed the total amount of \$50,000 or the total compensation paid to Engineer under this Agreement, whichever is greater.

#### 6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of completion of the Assignment.

### ARTICLE 7 – DEFINITIONS

#### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
  - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

2. *Agreement* – This written contract for study and report professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
5. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
6. *Construction Cost* – The cost to Owner of the construction of a recommended solution presented in the Report furnished by Engineer under Exhibit A, or of a specific portion of the Project for which Engineer has agreed to provide opinions of cost. Construction Cost includes the cost of construction labor, services, materials, equipment, insurance, and bonding, but does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
7. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Assignment as Engineer’s independent professional associates and consultants, subcontractors, or vendors.
8. *Documents* – Data, studies, reports (including the Report referred to in Exhibit A), and other deliverables, whether in printed or electronic media format, provided or furnished by Engineer to Owner pursuant to this Agreement.
9. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
10. *Engineer* – The individual or entity named as such in this Agreement.

11. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
12. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
13. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed.
14. *PCBs* – Polychlorinated biphenyls.
15. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
16. *Project* – The total study, design, and construction to be carried out by Owner through its employees, agents, design professionals, consultants, contractors, and others, of which the Assignment is a preliminary part.
17. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
18. *Site* – Lands or areas where the subject matter of the Assignment or the Project is located.
19. *Total Project Costs* – The total cost of study, design, and construction of the Project, including Construction Cost and all other Project construction labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer and other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Reserved. ***Not Included.***
- C. Exhibit C, Standard Hourly Rates and Reimbursable Expenses Schedule



8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the Assignment and the responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:  
Papio Missouri River Natural Resources  
District

Engineer:  
Olsson Associates

By: John Winkler

By: John Olsson

Title: General Manager

Title: Senior Vice President

Date

Date

Signed:

Signed:

Engineer License or Firm's  
Certificate No. (if required): CA0638  
State of: Nebraska

Address for giving notices:

Address for giving notices:

8901 S. 154<sup>th</sup> Street

1111 Lincoln Mall, Suite 111

Omaha, NE 68138-3621

Lincoln, NE 68508

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Name: Brian Henkel

Name: Karen Griffin O'Connor, PG

Title: Project Manager

Title: Project Manager

Phone Number: 402-444-6222

Phone Number: 402-458-5033

Facsimile Number: 402-895-6543

Facsimile Number: 402-474-5160

E-Mail Address: bhenkel@papionrd.org

E-Mail Address: koconnor@olssonassociates.com

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This is **EXHIBIT A, Engineer's Services**, referred to in and part of the **Agreement between Owner and Engineer for Study and Report Professional Services** dated September 6, 2012.

## **Engineer's Services**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties:

Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### **A1.01 Study and Report Phase**

A. Engineer shall:

1. Consult with Owner regarding fulfillment of Owner's responsibilities under Article 2.
2. Advise Owner of any need for Owner to provide other data or services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to review or approve the Report to be prepared by Engineer, other subject matter of the Assignment, or relevant aspects of the Project.
4. Perform or provide the following Study and Report tasks or deliverables.

#### **Task 1. Stakeholder Advisory Committee**

##### **1.1 Project Kickoff Meeting with OWNER and NDNR**

- ENGINEER shall coordinate and conduct a kickoff meeting with the OWNER and NDNR

##### **1.2 Public Involvement Plan**

- ENGINEER shall prepare a Public Involvement Plan (PIP) that outlines the roles and responsibilities for the OWNER, ENGINEER, Stakeholder Advisory Committee (SAC), and NDNR regarding the public involvement aspects of the project. The plan shall be reviewed and approved by OWNER and NDNR.

##### **1.3 Identify and Solicit Stakeholder Advisory Committee Members**

- ENGINEER shall coordinate with OWNER, NDNR to identify and solicit members of the Stakeholder Advisory Committee.

##### **1.4 Prepare for Stakeholder Advisory Committee Kickoff Meeting**

- ENGINEER shall prepare for the SAC kickoff meeting by summarizing pre-existing technical information and preparing graphics and documentation for the attendees.

##### **1.5 Stakeholder Advisory Committee Kickoff Meeting**

- ENGINEER shall coordinate and conduct a kickoff meeting with the OWNER, NDNR, and SAC

##### **1.6 Mindmixer Internet Site**

- ENGINEER shall coordinate with the developers of Mindmixer who will produce a website to gather SAC, OWNER and NDNR comments throughout development of the Voluntary IMP

#### **Task 2. Integrated Management Plan Goals & Objectives**

##### **2.1 Preparatory Meetings with OWNER and NDNR**

- ENGINEER shall coordinate and conduct a series of eight (8) preparatory meetings with the OWNER and NDNR. The meetings will be designed to discuss technical issues, progress and action items identified throughout IMP development.

## **2.2 Stakeholder Advisory Committee Meetings**

- ENGINEER shall coordinate and facilitate a series of four (4) SAC meetings to develop IMP Goals and Objectives, discuss issues and identify data needs/action items.

## **Task 3. Basin-wide Goals & Objectives**

### **3.1 Basin-wide Planning Group meetings**

- ENGINEER shall attend Lower Platte River Basin Coalition (LPRBC) meetings (number to be determined, minimum of two (2) meetings) related to the Basin-wide planning efforts along with OWNER representatives to evaluate and coordinate the the Basin-wide planning effort Goals and Objectives and OWNER'S IMP Goals and Objectives.

### **3.3 OWNER Board of Directors Update and Discussion**

- ENGINEER shall present the status of coordination between development of the OWNER IMP and the LPRBC Basin-wide planning efforts to the OWNER Board of Directors and solicit feedback from the Directors on items/points of discussion

### **3.4 Basin-wide Stakeholder Advisory Committee Meeting**

- ENGINEER shall attend LPRBC Basin-wide Stakeholder Advisory Committee meeting with OWNER representatives to evaluate and coordinate the Basin-wide planning effort Goals and Objectives and OWNER'S IMP Goals and Objectives.

## **Task 4. Action Items**

### **4.1 Survey of Water Issues w/potential Stakeholders**

- ENGINEER shall meet with and conduct a short survey of potential Stakeholders and/or Stakeholder alternates to discuss their top water issues/concerns and involvement in the SAC.

### **4.2 Water Balance Study**

- ENGINEER shall prepare a Water Balance Study for the IMP area. (DELIVERABLE)

### **4.3 GW Model Evaluation of Control Measures**

- ENGINEER shall coordinate with NDNR, the US Geologic Survey, Lower Platte North NRD, The US Army Corps of Engineers, the Metropolitan Utilities District and/or the University of Nebraska Lincoln to use existing groundwater models to evaluate effects of control measures proposed during the IMP development process.
- ENGINEER shall provide recommendations on the effectiveness of the proposed control measures on meeting the goals and objectives of the IMP. (DELIVERABLE)

### **4.4 Review/Develop Control Measures Appropriate to NDNR Annual Review**

- ENGINEER shall review and/or develop control measures that are pertinent to the fully appropriated methodology utilized by NDNR in it's "Annual Evaluation of Hydrologically Connected Water Supplies".

## **Task 5. Integrated Management Plan**

### **5.1 Draft IMP outline**

- ENGINEER shall provide a draft outline of the IMP for approval by OWNER. (DELIVERABLE)

### **5.2 Draft IMP**

- ENGINEER shall prepare a draft IMP for review by the OWNER staff, management, and Board of Directors. (DELIVERABLE)

### **5.3 Draft IMP Revisions**

- ENGINEER shall revise the draft IMP based on comments by the OWNER Staff, Management and Board of Directors. (DELIVERABLE)

### **5.4 Stakeholder Advisory Committee Meeting**

- ENGINEER shall present proposed changes to the draft IMP to the SAC for approval

### **5.6 Final IMP to the OWNER Board of Directors**

- ENGINEER shall prepare the final IMP for approval by the OWNER Board of Directors. The final IMP shall reflect comments and suggestions from the NDNR, SAC, and OWNER staff, management, and Board of Directors as appropriate. (DELIVERABLE)

## **Task 6. Public Hearing**

### **6.1 Prepare for Public Hearing #1**

- ENGINEER shall coordinate with OWNER and NDNR to prepare and make announcements for a Public Hearing to present the IMP to the general public for comment.

### **6.2 Public Hearing #1**

- ENGINEER shall facilitate a public meeting with OWNER and NDNR to solicit public comment on the IMP.

### ***A1.02 Times for Rendering Services***

- Furnish 5 review copies of the Report to Owner in accordance with the proposed schedule included as Attachment 1 of Exhibit A – Project Schedule.
- Revise the Report in response to Owner's and other parties' comments, as appropriate, and furnish 5 final copies of the revised Report to the Owner within 60 calendar days after completion of reviewing it with Owner.
- Engineer's Assignment will be considered complete when all deliverables set forth in Exhibit A are submitted to Owner.

## **PART 2 – ADDITIONAL SERVICES**

### ***A2.01 Additional Services Requiring Owner's Written Authorization***

- If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
  - Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Assignment or Project; preparation of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  - Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  - Services resulting from significant changes in the scope, extent, or character of the of the Assignment including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies and reports when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
  - Services resulting from Owner's request to evaluate additional potential solutions beyond those identified in Paragraph A1.01.A.5.
  - Services required as a result of Owner providing incomplete or incorrect information to Engineer.

6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
9. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Assignment.
10. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.



Attachment 1 of Exhibit A - Project Schedule  
Development of a Voluntary Integrated Management Plan  
Papio-Missouri Natural Resources District

Task	2012				2013												2014						
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
<b>Task 1: Stakeholder Advisory Committee</b>																							
1.1 Project Kickoff Meeting with Owner and NDNR																							
1.2 Public Involvement Plan																							
1.3 Identify and Solicit Stakeholder Advisory Members																							
1.4 Prepare for Stakeholder Advisory Committee Kickoff Meeting																							
1.5 Stakeholder Advisory Committee Kickoff Meeting																							
1.6 Mindmixer Internet Site																							
<b>Task 2: Integrated Management Plan Goals &amp; Objectives</b>																							
2.1 Preparatory Meetings with OWNER and NDNR																							
2.2 Stakeholder Advisory Committee Meetings																							
<b>Task 3: Basin-wide Goals &amp; Objectives</b>																							
3.1 Basin-wide Planning Group meetings																							
3.2 OWNER Board of Directors Update and Discussion																							
3.3 Basin-wide Stakeholder Advisory Committee Meeting																							
<b>Task 4: Action Items</b>																							
4.1 Survey of Water Issues w/potential Stakeholders																							
4.2 Water Balance Study																							
4.3 GW Model Evaluation of Control Measures																							
4.4 Review/Develop Control Measures Appropriate for NDNR Review																							
<b>Task 5: Integrated Management Plan</b>																							
5.1 Draft IMP outline																							
5.2 Draft IMP																							
5.3 Draft IMP Revisions																							
5.4 Stakeholder Advisory Committee Meeting																							
5.5 Final IMP to the OWNER Board of Directors																							
<b>Task 6: Public Hearing</b>																							
6.1 Prepare for Public Hearing #1																							
6.2 Public Hearing #1																							



This is **EXHIBIT C, Standard Hourly Rates and Reimbursable Expenses Schedule**, referred to in and part of the Agreement Between Owner and Engineer for Study and Report Professional Services dated September 6, 2012.

**Part One: Standard Hourly Rates Schedule**

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article 4, and are subject to annual review and adjustment.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are included as:

Attachment 1 of Exhibit C, NE 2012 Rate Schedule  
and  
Attachment 2 of Exhibit C, Project Fee Estimate

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## **Part Two: Reimbursable Expenses Factors**

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1. Engineer shall be entitled to reimbursement of expenses under Parts Two and Three only as specified in Article 4.
2. Owner shall reimburse Engineer for the expenses listed in Part Three below subject to an administrative factor of 1.0, unless another factor is indicated for a specific Reimbursable Expense.
3. Owner shall reimburse Engineer for Engineer's Consultant's charges subject to an administrative factor of 1.

## **Part Three: Reimbursable Expenses Schedule**

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Reimbursable Expenses are subject to annual review and adjustment. As of the date of the Agreement, Reimbursable Expenses for services performed are:

Attachment 3 of Exhibit C, Special Charges

## Attachment 1 of Exhibit C, NE 2012 Rate Schedule

<u>Category</u>	<u>Description</u>	<u>Billing Rate</u>
4	President	432.00
24	LA Leader	196.00
27	Business Development Leader	148.00
40	Economic Development Leader	144.00
101	Team Leader	179.00
102	Group Leader	159.00
103	Client Manager	153.00
104	Senior Engineer	160.00
105	Senior Project Engineer	139.00
106	Project Engineer	122.00
107	Associate Engineer	96.00
108	Assistant Engineer	85.00
109	Student Engineer	50.00
125	Senior Landscape Architect	131.00
126	Senior Project Landscape Architect	115.00
128	Project Landscape Architect	100.00
129	Associate Landscape Architect	81.00
130	Assistant Landscape Architect	67.00
149	Senior Planner	133.00
150	Senior Project Planner	116.00
151	Project Planner	95.00
152	Assistant Planner	65.00
153	Associate Planner	76.00
175	Senior Scientist	129.00
176	Senior Project Scientist	111.00
177	Project Scientist	91.00
178	Associate Scientist	76.00
179	Assistant Scientist	66.00
200	Senior Surveyor	98.00
201	Surveyor	82.00
202	Associate Surveyor	66.00
203	Assistant Surveyor	50.00
204	1-Man Survey Crew	115.00
205	2-Man Survey Crew w/ GPS	115.00
206	Survey Support Crew	0.00
207	2-Man Survey Crew	115.00
208	3-Man Survey Crew	140.00
225	Technical Manager	113.00
226	Design Associate	95.00
227	Design Technician	79.00
228	Senior Technician	71.00
229	Associate Technician	62.00
230	Assistant Technician	50.00
231	Student Technician - Level 1	39.00
232	Student Technician - Level 2	50.00
233	Student Technician - Level 3	61.00

## Attachment 1 of Exhibit C, NE 2012 Rate Schedule

236 GIS Design Technician	65.00
260 Senior Construction Services	147.00
261 Senior Project Construction Services	128.00
262 Project Construction Services	111.00
263 Associate Construction Services	93.00
264 Assistant Construction Services	80.00
266 Lab Tech Support	0.00
561 Drilling Crew	145.00
562 T2 Drilling Crew Support	0.00
29 Business Operations Manager	194.00
31 Facilitation Specialist	116.00
32 Administrative Area Leader	125.00
33 Administrative Manager	99.00
34 Administrative Specialist	111.00
35 Administrative Supervisor	86.00
36 Administrative Coordinator	69.00
37 Administrative Assistant	58.00
38 Secretarial	56.00
39 Office Assistant	36.00
70 CAD Manager	111.00
73 Computer Systems Manager	151.00
74 Computer Systems Supervisor	99.00
71 Computer Programmer	87.00
72 Computer Systems Coordinator	68.00
75 Computer Systems Technician	56.00
76 Senior Systems Specialist	122.00
77 Web Developer	87.00

**Attachment 2 of Exhibit C - Project Fee Estimate  
Development of a Voluntary Integrated Management Plan  
Papio-Missouri Natural Resources District**

Task	Hourly Wage Rate												Comments
	Senior Scientist	Group Leader	Project Scientist	Associate Engineer	Public Involvement Specialist	GIS Technician	Clerical	OA Labor Estimate	B&C Labor Estimate	H2Options Estimate	Reimbursable Expenses	Total Project Cost Estimate	
	\$129	\$159	\$100	\$96	\$75	\$70	\$56						
<b>Task 1: Stakeholder Advisory Committee</b>								\$25,992	\$0	\$0	\$4,250	\$30,242	
1.1 Project Kickoff Meeting with Owner and NDNR	10	10	10	10			4	\$5,064			\$100	\$5,164	
1.2 Public Involvement Plan	4	4			16		4	\$2,576				\$2,576	
1.3 Identify and Solicit Stakeholder Advisory Members	10	10			16		4	\$4,304				\$4,304	
1.4 Prepare for Stakeholder Advisory Committee Kickoff Meeting	10	10		4		8	4	\$4,048				\$4,048	
1.5 Stakeholder Advisory Committee Kickoff Meeting	8	8		8	8		4	\$3,896			\$150	\$4,046	
1.6 Mindmixer Internet Site	10	10			40		4	\$6,104			\$4,000	\$10,104	
<b>Task 2: Integrated Management Plan Goals &amp; Objectives</b>								\$43,274	\$0	\$0	\$800	\$44,074	
2.1 Preparatory Meetings with OWNER and NDNR	64	64		20	10	40	20	\$25,022			\$200	\$25,222	8 preparatory/project status meetings
2.2 Stakeholder Advisory Committee Meetings	40	40		32	32	10	10	\$18,252			\$600	\$18,852	4 SAC Meetings to Develop IMP Goals and Objectives
<b>Task 3: Basin-wide Goals &amp; Objectives</b>								\$11,760	\$0	\$0	\$400	\$12,160	
3.1 Basin-wide Planning Group meetings	16	16		8		4	4	\$5,880			\$200	\$6,080	
3.2 OWNER Board of Directors Update and Discussion	8	8		4		2	2	\$2,940			\$100	\$3,040	
3.3 Basin-wide Stakeholder Advisory Committee Meeting	8	8		4		2	2	\$2,940			\$100	\$3,040	
<b>Task 4: Action Items</b>								\$36,428	\$61,600	\$29,700	\$2,400	\$130,128	
4.1 Survey of Water Issues w/potential Stakeholders	8	8			40		10	\$5,864			\$1,200	\$7,064	
4.2 Water Balance Study	10	10	40					\$6,880	\$41,800	\$16,500	\$200	\$65,380	B&C Option 2 (Water Balance Study for IMP Area Only)
4.3 GW Model Evaluation of Control Measures	20		160			40		\$21,380			\$1,000	\$22,380	
4.4 Review/Develop Control Measures Appropriate for NDNR Review	8	8						\$2,304	\$19,800	\$13,200		\$35,304	B&C Option 2 (Review/Develop Appropriate Control Measures)
<b>Task 5: Integrated Management Plan</b>								\$25,464	\$0	\$0	\$300	\$25,764	
5.1 Draft IMP outline	8	8				2	2	\$2,556				\$2,556	
5.2 Draft IMP	20	20	10	10	4	4	2	\$8,412			\$100	\$8,512	
5.3 Draft IMP Revisions	8	8		8	4	2	2	\$3,624				\$3,624	
5.4 Stakeholder Advisory Committee Meeting	8	8		8	4	2	2	\$3,624			\$100	\$3,724	
5.5 Final IMP to the OWNER Board of Directors	16	16		16	8	4	4	\$7,248			\$100	\$7,348	
<b>Task 6: Public Hearing</b>								\$6,762	\$0	\$0	\$300	\$7,062	
6.1 Prepare for Public Hearing #1	8	8			12	2	2	\$3,456			\$100	\$3,556	
6.2 Public Hearing #1	8	8			10	2	2	\$3,306			\$200	\$3,506	Conduct public hearing in Valley
<b>TOTAL</b>	<b>310</b>	<b>290</b>	<b>220</b>	<b>132</b>	<b>204</b>	<b>124</b>	<b>88</b>	<b>\$149,680</b>	<b>\$61,600</b>	<b>\$29,700</b>	<b>\$8,450</b>	<b>\$249,430</b>	



**Attachment 3 of Exhibit C  
Olsson Associates  
Special Charges 2012**

**Travel**

Personal Vehicles	0.555 /mile
Suburban/Pickups	0.75 /mile
 <u>OA Fleet Cars/Vans</u>	
Under 150 Miles	0.555 /mile
Over 150 Miles-Car	27.50 /half day
	55.00 /full day
Over 150 Miles-Van/SUV	35.00 /half day
	70.00 /full day

**Miscellaneous Materials/Supplies/Services**

Supplies	Cost +10%
Outside Billings	Cost +10%
Telephone	Cost +10%
Consultants	Cost +10%
Laboratory	Cost +10%

**Filing Fees**

City	2.50 /each
Rural	5.00 /each

**Office Expenses\***

Copies BW - All <i>Konica &amp; Textronix</i>	0.15 /each
Copies Color 8.5 x 11	0.50 /each
Copies Color 8.5 x 14	0.50 /each
Copies Color 11 x 17	1.00 /each
KIP Bond	0.20 /sq ft
KIP Vellum	0.70 /sq ft
KIP Film-Mylar	3.00 /sq ft
HP DesignJet BW - Bond	0.20 /sq ft
HP DesignJet BW - Film-Mylar	3.00 /sq ft
Large Format Print-Color	2.50 /sq ft
Large Format Print-Presentation	5.00 /sq ft

*Tucson - Acacia*

B&W Plots	2.00 /each
Color Plots	5.00 /each
Color Plots - Color	25.00 /each

**Field Tests\***

	<i>Estimated Costs</i>
Aggregate	30.00 /test
Concrete	65.00 /test
Troxler Nuclear Density Gauge	25.00 /test
(Compaction Tests)	100.00 /day max
Cylinder Breaks	10.00 /break
Cylinder Breaks Reserve	4.00 /each

**Survey Supplies & Equipment\***

<u>Survey Supplies</u>	<i>Estimated Costs</i>
Wood Lath - Various Sizes	0.70 /each*
Wood Hubs (2x2x8)	0.35 /each*
Wood Guards (Stakes) (1x2x18)	0.35 /each*

Pipe	5.25 /each
Flags	0.10 /each
Flagging Tape	1.50 /roll
Paint	4.40 /can
Rebar (1/2")	1.20 /each
Rebar (3/4")	1.75 /each
Rebar (5/8")	1.66 /each

**Equipment**

GPS	25.00 /hour
EDM ( Total Station-A)	10.00 /hour
EDM ( Total Station-B)	5.00 /hour
4-WD ATV	60.00 /day
Jack Hammer	Current Rental Rates

\*This does not reflect a complete list of items that are chargeable by OA.

Last Updated: January 05, 2012