

Attachment A2
Standard Form of Architect's Services: Design and Contract Administration
Nebraska Open-End Agreement
AIA Document B141-1997 Attachment

Article 2.9 Modifications

2.9.1 Article 2.8.1.2 shall be deleted and replaced with the following:

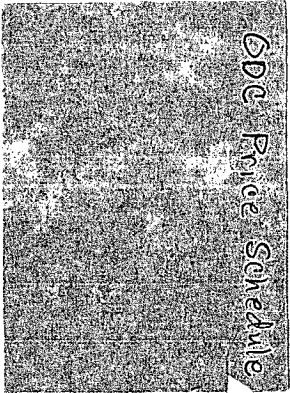
The number of visits to the site by the Architect over the duration of the Project during construction shall be set by the Work Authorization Check List (Attachment C).

2.9.2 The Architect shall exercise usual and customary professional care in efforts to comply with all applicable codes, ordinances, rules and regulations in effect as of the date of execution of the individual Work Authorizations.

2.9.3 The Architect shall assist the Owner in the preparation of a pre-bid conference to answer all prospective bidders questions and to clarify all discrepancies in the documents. The Architect shall take minutes of the meeting and furnish copies to all in attendance. This service shall be included within the fee proposal or defined fee limit for each Work Authorization.

2.9.4 If record drawings are indicated on the Work Authorization Check List as being required the Architect shall, prior to final completion, obtain from the Contractor the original record drawing and a conformed copy of the specifications, prepared in accordance with the requirements of the Contract Supplemental Conditions. Record drawings shall include addenda and change orders approved for the project. Record drawings shall also include the Architect's observations during construction. These drawings shall be transmitted to the Owner in the form specified on the Work Authorization Check List. If record documents are to be submitted in an electronic form, the format shall be in an AutoCAD format acceptable to the Owner. In addition, the Architect shall deliver to the Owner any data or field notes obtained pertaining to the Project, including survey field notes or data, test borings, compaction tests, concrete tests, or any other tests performed for the Project.

2.9.5 If a post contract evaluation is indicated on the Work Authorization Check List as being required, the Architect shall, one month prior to the expiration of the one year correction period as provided in the General Conditions, reassemble the project team (to the extent possible) that was used for the substantial completion review. The team shall conduct a complete, on site review of the facility. Two lists of items shall be developed; (1) defective or deficient items the Contractor is required to repair or replace at no cost to the owner, and (2) items that have become defective because of abuse or neglect and items that should be modified to better serve the needs of the Owner (items to be done at the Owner's expense). Within ten days of the completion of the review, the written reports shall be furnished to the



THE FLATWATER GROUP, INC.

ODC Price Schedule

January 1, 2005 through December 31, 2005

Non-salary expenses include but are not limited to the following:

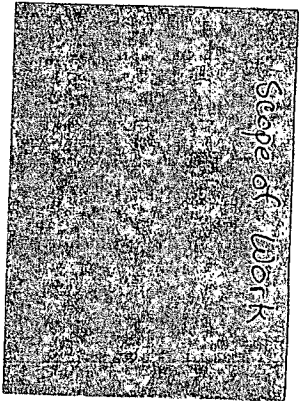
- Cost of project related transportation
- Out of town travel and subsistence (if necessary)
- Electronic communications (e.g., telephone and telefax usage)
- Fees paid for securing approval of project
- Reproductions, plots, documents, scanning
- Handling and delivery of Instruments of Service
- Postage and delivery charges
- Equipment, supplies, and materials
- Subcontractor/subconsultant charges
- Testing by commercial laboratories

TABLE OF SELECTED NON-SALARY EXPENSES

<u>ITEM</u>	<u>Unit</u>	<u>Unit Price</u>
<u>Internal Expenses</u>		
Reproduction/Plotting		
B & W Prints (8.5x11)	each	\$0.10
B & W Prints (11x17)	each	\$0.20
Color Prints (8.5x11)	each	\$1.00
Color Prints (11x17)	each	\$2.00
Large Plots	square foot	\$1.00
Communication		
Faxes	each	\$1.00
Telephone Long Distance	minute	\$0.25
Transportation		
Company Vehicle (Pickup)	day	\$60.00
Vehicle mileage	mile	\$0.375
Survey Equipment		
Hand-held GPS	day	\$10.00
Surveying Level	day	\$20.00
Total Station	day	\$125.00
Other		
DVDs	each	\$5.00
Compact Discs	each	\$2.00
Diskettes	each	\$1.00

External Expenses

External expenses (e.g., external reproduction, vehicle rental, etc.) charged at 1.1 times the actual cost.



Appendix 1 to Work Authorization No. _____

The State of Nebraska, Department of Natural Resources ("Owner") authorizes The Flatwater Group, Inc. ("Consultant") to do the work on the Design and Plan CREP Project as follows:

1. Design and plan the implementation of the State of Nebraska's commitments to the United States Department of Agriculture (USDA) regarding the Nebraska Platte-Republican Resources Area Conservation Reserve Enhancement Program (CREP) as set forth in the "Agreement Between the U.S. Department of Agriculture Commodity Credit Corporation and the State of Nebraska Concerning the Implementation of a Nebraska Platte-Republican Resources Area CREP" dated March 19, 2005 which is attached hereto. This shall include but not be limited to:
 - a. Designing, planning and implementing a review process for all Nebraska Water Use Contract applications to ensure that the Contract applications have been completed properly and that all water rights are valid.
 - b. Providing copies of the Water Use Contracts to the Owner and the appropriate Natural Resources District with instructions on monitoring and reporting.
 - c. Designing and developing the format for an annual report that must be submitted to the USDA. The Owner will provide most of the data for the report. The Consultant will be expected to solicit necessary data from other Nebraska state agencies, reservoir owners, natural resource districts and other entities for inclusion in the report. A draft report shall be sent to Ann Bleed by November 15 of each year. The report shall contain:
 - i. A summary of the status of enrollments under the CREP;
 - ii. A summary of the progress made on fulfilling the goals of the CREP including the:
 1. total reduction of water used for cropland irrigation in the priority area compared to the current (irrigate usage) levels;
 2. increase in surface and groundwater retention within priority area reservoirs, groundwater tables and streams;
 3. increase in acres of native grassland habitat for wildlife in the priority area;
 4. increase in the populations of pheasants and other ground nesting birds by 25 percent in the priority area;
 5. increase in acres of conservation buffers and restored wetlands;
 6. reduction of the application of triazine products in the priority area;
 7. reduction of nitrate compounds leached into project area streams and groundwater in the priority area;
 8. reduction of the application of phosphate products in the priority area;

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- 9. amount of educational assistance provided to priority area irrigators to develop more efficient use of applied water, nutrients, and herbicides;
 - 10. summary of efforts to monitor aquatic communities and associated habitat parameters in project priority area reservoirs and rivers to determine biological relationships; and
 - 11. reduction in consumption of fossil fuels and electricity use.
- iii. A summation of the amount of acres enrolled in each conservation practice.
 - iv. A summation of the total amount of acres enrolled in the Republican River Basin Area, the Platte River Basin Area below Lake McConaughy, and the Platte River Basin Area above Lake McConaughy including a breakdown by surface and groundwater irrigation.
 - v. The results of the annual monitoring program.
 - vi. A summary of non-federal CREP program expenditures.
 - vii. A summary of the overall costs of the State of Nebraska for the CREP.
 - viii. Recommendations to improve the program.
 - d. Training natural resource districts on CREP procedures.
 - e. Coordinating CREP with other agricultural conservation programs of State and federal agencies.
 - f. Working with the Owner to seek the approval and commitment to account for water storage and savings of all independent boards and bodies within the State as may be necessary or appropriate to meet the objectives of the CREP.

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- 2. *The Open End Agreement provides for disputes to be resolved in accordance with the Construction Industry Mediation Rules of the American Arbitration Association unless the parties mutually agree otherwise. Do we want a different disputes resolution clause?*
- 3. The term of this Work Authorization shall be for two years beginning April __, 2005 and ending April __, 2007.
- 4. In the event that the amount of required professional liability insurance coverage specified in §2.9.8 of Attachment A2 to the Open End Agreement is in excess of that normally carried by the Consultant, the amount of coverage required shall be only that normally carried by the Consultant. *The Open End Agreement requires a million per occurrence and two million aggregate. It also provides that any premium increase caused by these limits in an amount over that normally carried by the Consultant can be billed as a reimbursable expense.*
- 5. The Consultant shall be available for meetings with the Owner at its Lincoln office or elsewhere within the State of Nebraska as necessary. *Do you want to keep some control over the amount of travel done and meetings with USDA, NRDs, irrigation districts, etc.?*

Price Proposal

CREP Coordination and Support
4-Mar-05
Project Cost Estimate - CREP Support

	Staff Rate:	Clerical \$30	Eng. Tech. \$45	Data/GIS \$65	Jun Eng/Sci \$60	Water Resources Eng. \$70	Senior Engineer \$100	Ag. Engineer \$100	Total Hours	Total Cost							
1. Project Initiation																	
Contracting		0	0	0	0	0	1	0	1	\$100							
Kickoff Meeting		0	0	0	0	2	2	0	4	\$340							
Project Scheduling		0	0	0	0	2	1	0	3	\$240							
Other Direct Costs (ODCs)										\$100							
										\$780							
2. Coordination																	
Year 1		0	0	0	0	1200	84000	40	1264	\$90,400							
Year 2		0	0	0	0	800	56000	0	824	\$58,400							
Other Direct Costs (ODCs)										\$6,000							
										\$154,800							
3. Support																	
Data Base Development		0	0	80	5200	0	0	24	108	\$8,000							
Meeting Support		40	1200	40	2600	0	0	16	144	\$8,680							
Reporting Support		40	1200	80	5200	0	8	24	192	\$11,760							
Undefined Task		0	0	0	0	0	0	0	0	\$0							
Undefined Task		0	0	0	0	0	0	0	0	\$0							
Undefined Task		0	0	0	0	0	0	0	0	\$0							
Undefined Task		0	0	0	0	0	0	0	0	\$0							
Other Direct Costs (ODCs)										\$1,000							
										\$29,440							
Subtotal																	
		80	2400	32	1440	200	13000	40	2400	2004	140280	80	8000	104	10400	2540	\$185,020

Assumptions:

- Task 1: This task includes final scoping of the project, contracting, scheduling, and kick-off meetings
- Task 2: This is the primary task for David's support effort
 - Assume quarterly briefing/update meeting with DNR and other partners
 - Development of tracking system for storage water
 - Includes all time for planning, meetings, liaison with DNR program partners, phone calls, emails, reporting and other components necessary for the program.
 - Year 1 assumes average of 3 days per week for 50 weeks.
 - Year 2 assumes average of 2 days per week for 50 weeks.
 - Travel costs assume 12 trips in state per year (1 month) with and additional trip for the first 3 months. Six hotel nights/year and 3000 miles per year.
- Task 3: Support
 - Support staff requirements for development of databases and maps to track and report program. Assumed coordination with DNR for meeting department standards for GIS/Database.
 - Staff assistance to coordinator for development of reports to meet program yearly requirements.