



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM PROFESSIONAL SERVICES CONTRACT

1. **Parties.** This Professional Services Contract is made and entered into by and between the Nebraska Community Foundation ("NCF"), representing all signatories to the Platte River Recovery Implementation Program (the "Program"), and Headwaters Corporation ("Consultant").
2. **Purpose of Contract.** The purpose of this Contract is to allow the NCF, 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. The NCF shall be responsible only for the financial aspects of the Consultant's relationship with the GC; the GC shall retain all supervisory and related responsibilities.
3. **Term of Contract and Required Approvals.** *The term of this Contract is from January 1, 2024 through December 31, 2028.* All services shall be completed during this term. An extension of the contract term must be in writing, signed by the parties to this Contract in order for it to be valid.
4. **Payment for Services.**
 - A. **Billing Amount.** The Program agrees to pay the Consultant three million, two hundred thirty-six thousand dollars (\$3,236,000.00) for a twelve-month term beginning January 1, 2024. This price is based on the approved Scope of Services as detailed in **Exhibit A – Scope of Services** and based on the approved hourly rate and reimbursable expenses price schedules depicted in **Exhibit B – 2024 Hourly Rate and Reimbursable Expenses Price Schedules**. The annual price and associated rates will be renegotiated for each twelve-month period and will take effect the subsequent January 1 of each of the remaining years of the five-year contract.
 - B. **Billing Rates.** Consultant shall not exceed the costs and rates for each task included in **Exhibit A** unless authorized by the GC. The contract total amount is controlling and is a ceiling price that Consultant exceeds at its own risk. Payment shall be made directly to the Consultant. The Consultant shall maintain hourly records of time worked by its personnel to support any audits the Program may require. Invoices shall be submitted monthly for activities and costs accrued since the last invoice. A brief project progress report summarizing project activities in the billing period must be submitted with each invoice.
 - C. **Billing Procedures.** The Consultant shall send invoices for services performed for the various tasks outlined in **Exhibit A** to the Bureau of Reclamation who will advise the NCF of approval. The NCF will make payment of these funds directly to the Consultant within 7 days of receiving notice of approval. Payments are due within 30 days of the invoice date.
 - D. **Withholding of Payment.** When the Program has reasonable grounds for believing that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Program may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate to protect the Program against such loss. These amounts may be withheld until the cause for the withholding is cured to the Program's satisfaction or this Contract is terminated pursuant to Section 8.T. Any amount so



withheld may be retained by the Program for such period as it may be deemed advisable to protect the Program against any loss. This provision is intended solely for the benefit of the Program and no person shall have any right against the Program or the NCF by reason of the Program's failure or refusal to withhold monies. No interest shall be payable by the Program or The NCF on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Program or the NCF.

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 Subcontractors. Any subcontractors required by the Consultant in connection with the services or 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 in writing by the Program during the performance of this Contract. The Consultant shall include a list of the proposed subcontractors; the scope and extent of each subcontract; and the estimated dollar amount of each subcontract prior to Contract execution to the Program for approval that will be incorporated by reference in **Exhibit A**. During the performance of the Contract, substitutions in or additions to such subcontracts will be subject to the prior written approval of the Program. 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 any subcontractors.

(ii) Invoices for Subcontractors. Invoices for subcontractor services will not include any mark up. Subcontract costs will be billed to the Program at the actual costs as billed to the Consultant. Subcontract costs will be documented by attaching the subcontractor's invoice to the Consultant's invoice.

(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 the 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 to any subcontract entered between the Consultant and a subcontractor.



- (iv) **Contracts for Subcontractors.** All subcontracts the Consultant enters into shall include any applicable provisions and certifications required by 2 CFR Part 200, including Appendix II thereto, and any other federal, state or local laws or regulations.
- (v) **Debarment and Suspension.** Consultant shall not enter into subcontracts with any entity or individual that is suspended, debarred, or otherwise excluded from participation in the transaction covered by this Contract.
- D. Requests from the Program.** The Consultant shall be responsible and responsive to the Program in their requests and requirements related to this Contract.
- E. Reports, Maps, Plans, Models and Documents.** 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 GC.
- F. Inspection and Acceptance.** All deliverables furnished by the Consultant shall be subject to rigorous review by the GC prior to acceptance.
- 6. Responsibilities of the Program.**
 - A. Designated Representative.** The Program shall designate the Chair of GC to act as its representative with respect to the Consultant's service to be performed under this Contract. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the GC's policies and decisions with respect to services rendered under this Contract.
- 7. Special Provisions.**
 - A. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
 - B. Publication.** It is understood that the results of this work may be available to the Consultant for publication and use in connection with related work. Use of this work for publication and related work by the Consultant must be conducted with full disclosure to and coordination with the Program.
 - 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.
 - D. Monitor Activities.** The Program shall have the right to monitor all Contract-related activities of the Consultant and all subcontractors.
 - E. Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Consultant breaches or violates this warranty, the Program may, at its discretion, terminate this Contract without liability to the Program, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.



- F. Debarment and Suspension.** Consultant certifies by signing this Contract that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participation in the transaction covered by this Contract.
- G. Anti-Lobbying.** Consultant makes the representations set forth in **Exhibit C – Certification Regarding Lobbying**, incorporated by reference as part of this Contract. The Consultant shall execute such Certification at the time of executing this Contract.
- H. Office Space, Equipment, and Supplies.** As described in **Exhibit A**, the Consultant agrees to maintain an Office of the Executive Director. The Program agrees to provide funding for office space, equipment, and supplies via the professional services and reimbursable expense costs contained in **Exhibit B**. All direct costs will be supported by invoice and billed at actual cost. There will be no computer charges. The Program may be charged for IT-related equipment like data servers with prior approval of the Finance Committee (“FC”) and/or the GC.
- 8. General Provisions.**
- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract that are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument and signed by the parties to this Contract.
- B. Applicable Law; Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Nebraska. The Courts of the State of Nebraska shall have jurisdiction over this Contract and the parties.
- C. Assignment; Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Consultant shall not use this Contract, or any portion thereof, as collateral for any financial obligation, without the prior written permission of the Program.
- D. Audit; Access to Records.** The Program, the NCF, and any of their representatives shall have access to any books, documents, papers, and records of the Consultant that are pertinent to this Contract. The Consultant shall, immediately upon receiving written instruction from the Program or the NCF, provide to the NCF, the Program, or any governmental entity, independent auditor, accountant, or accounting firm all books, documents, papers, and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with the NCF or any such governmental entity, independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by or required of the Program.
- E. Availability of Funds.** Each payment obligation of the Program is conditioned upon the availability of funds and continuation of the Platte River Recovery Implementation Program. If funds are not allocated and available for the continuance of the services performed by the Consultant, the contract may be terminated by the Program at the end of the period for which the funds are available. The Program shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Program in the event this provision is exercised, and the Program shall not be obligated or liable for any future payments



due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Program to terminate this Contract to acquire similar services from another party.

- F. Award of Related Contracts.** The Program may undertake or award supplemental or successor contracts for work related to this Contract. The Consultant shall cooperate fully with other consultants and the Program in all such cases.
- G. Certificate of Good Standing.** Consultant shall provide a Certificate of Good Standing from the relevant Secretary of State Office prior to performing work under this Contract, to be incorporated by reference into this Contract as **Exhibit D – Consultant Certificate of Good Standing**.
- H. Compliance with Law.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Consultant in the performance of this Contract shall be kept confidential by the Consultant unless written permission is granted by the Program for its release.
- J. Conflicts of Interest**
- (i)** Consultant shall not engage in providing consultation to or representation of clients, agencies or firms that may constitute a conflict of interest giving rise to a disadvantage to the Program or a disclosure which would adversely affect the interests of the Program. Consultant shall notify the Program of any potential or actual conflicts of interest arising during the course of the Consultant's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the Consultant shall take steps to ensure that the file, evidence, evaluation, and data are provided to the Program or its designee. This does not prohibit or affect the Consultant's ability to engage in consultations, evaluations, or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.
 - (ii)** A conflict of interest warranting termination of the Contract includes, but is not necessarily limited to, representing a client in an adversarial proceeding against the Program, its signatories, boards, commissions, or the NCF, or initiating suits in equity.
- K. Entirety of Contract.** This Contract 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, pandemics, 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 NCF, the Program, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of Consultant's failure to perform any of Consultant's duties and obligations hereunder or in connection with the negligent performance of Consultant's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Consultant's malpractice. The obligations of this paragraph shall survive termination of this Contract.
- N. Independent Consultant.** The Consultant shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Program or the NCF 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 that 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 NCF or the Program, or to incur any obligation of any kind on the behalf of the NCF or the Program. The Consultant agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to NCF or Program 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. Notice is effective upon delivery.
- 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. Insurance Coverage.** The Consultant's relevant Certificate of Insurance shall be provided to the Program and incorporated by reference into this Contract as **Exhibit E – Consultant Certificate of Insurance**. The Consultant shall not commence work under this Contract until the Consultant has



obtained the following insurance coverages and provided the corresponding certificate noting such coverages:

- (i) **Commercial General Liability Insurance.** Consultant shall provide coverage during the entire term of the Contract against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than Two Million Dollars (\$2,000,000.00) aggregate and One Million Dollars (\$1,000,000.00) per occurrence. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury.
 - (ii) **Business Automobile Liability Insurance.** Consultant shall maintain, during the entire term of the Contract, automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence. Coverage will include bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles.
 - (iii) **Workers' Compensation and Employers' Liability Insurance.** The Consultant shall provide proof of workers' compensation coverage. Consultant's insurance shall include "Stop Gap" coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident and disease.
 - (iv) **Professional Liability Insurance.** The Consultant shall provide proof of Professional Liability insurance covering damages arising out of negligent acts, errors, or omissions committed by Consultant in the performance of this Agreement, with a liability limit of not less than One Million Dollars (\$1,000,000) per claim. The Consultant shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two-year extended discovery (tail) provision if the policy is not renewed. The purpose of this policy is to provide coverage for claims arising out of the performance of professional services under this Contract and caused by any error, omission, breach, or negligent act, including infringement of intellectual property (except patent or trade secret) of the Consultant.
- 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 state income taxes, social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- U. Termination of Contract.** This Contract may be terminated, without cause, by any of the parties upon thirty (30) days' advance written notice. This Contract may be terminated immediately for cause if the Consultant fails to perform in accordance with the terms of this Contract. In the event of a termination, Program shall pay Contractor for all reasonable work performed up to the effective date of termination.
- 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.

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

9. Contacts.

For the NCF:

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

Chadwin B. Smith, Ph.D., President
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Email: smithc@headwaterscorp.com
FEIN: 26-0298666
DUNS: 00-350-3758
SAM Unique Entity ID: CEGMGXMK1DV5



10. Signatures.

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

FOR THE NCF:

Jason D. Kennedy
Chief Financial and Administrative Officer
Nebraska Community Foundation

Date

FOR CONSULTANT:

Chadwin B. Smith, Ph.D.
President
Headwaters Corporation

Date



EXHIBIT A

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- Program)

Scope of Services

Platte River Recovery Implementation Program Executive Director's Office (EDO)

Headwaters will maintain the Office of the Executive Director (EDO) in Central Nebraska (4111 4th Avenue, Suite 6, Kearney, Nebraska 68845) and provide the managerial, administrative, and technical assistance required of the Governance Committee (GC) to implement the Platte River Recovery Implementation Program (PRRIP). This includes providing the Executive Director (ED) and staff to perform all PRRIP functions as directed by the GC. The 2024 Scope of Work includes:

Program Administration

Program Administration:

- Coordinate, attend, and provide support for scheduled meetings of Governance and Finance Committees, and other ad hoc committees or working groups as they occur.
- Facilitate coordination and communication among Program participants.
- Distribution of materials to Program committee members.
- Communication with state, federal, and local organizations as appropriate.
- Prepare work plan and budget for review by the Finance Committee and approval by the Governance Committee.
- Prepare and review agreements/contracts and amendments.
- Process contractor invoices.
- Coordinate with Nebraska Community Foundation on contractual and financial matters.
- Coordinate with Platte River Recovery Implementation Foundation on land interest holding matters.
- Prepare and provide outreach/public education activities for the Program.
- Provide a review of Program tasks and periodically report on the status and progress of each task to the Governance Committee.
- Advise GC on science policy and governance issues.
- Maintain a library and archive of materials generated for project, collection may include hard copy and electronic materials. The materials in the archive/library will include documents and other materials from the Cooperative Agreement, the First Increment, and the First Increment Extension.

Information and Education:

- Coordinate with education organizations sponsored by PRRIP.
- Design and procure promotional materials distributed to PRRIP stakeholders.
- Participate in and exhibit at events and conferences such as Husker Harvest Days, NARD Annual Conference, South Platte Forum, etc.
- Present on PRRIP activities to educational and community organizations and groups.
- Organize and coordinate crane viewing groups during sandhill crane migration.



Land Plan Implementation

Land Plan Coordination:

- Manage Land Advisory Committee activities and ensure that Land Plan implementation activities are carried out in accordance with the direction of the GC.
- Oversee land acquisition including initial landowner contacts, procurement of contractor services associated with appraisals and negotiations, presentation of potential acquisitions to committees, negotiation of acquisition terms, and completion and execution of contacts.
- Coordinate Recreation Access Sub-Committee activities.
- Assist in evaluation of potential habitat parcels and develop land restoration and management plans for new acquisitions.
- Oversee land management budget development, procurement process and implementation of land-related activities performed by EDO and contractors.
- Oversee development of agricultural leases and coordination with tenants and farm management land special advisors.
- Represent the Program in regional invasive species control efforts including participation in the Platte Valley Weed Management Area and Platte River Resilience Fund.
- Evaluate Program activities to ensure they are consistent with the Good Neighbor Policy.
- Oversee annual payment of property taxes.
- Coordinate with Nebraska Game and Parks Commission to implement recreation access program.

Land Operations and Maintenance:

- Maintain infrastructure (roads, fence, buildings). Combination of EDO and oversight of contractors.
- Maintain crane viewing blinds.
- Install and maintain predator control measures at off-channel plover nesting sites.
- Spot-spraying of noxious weeds.

Habitat Engineering:

- Develop habitat restoration engineering designs, plans, and specifications (including sediment augmentation).
- Oversee and coordinate with permitting contractor to secure permits for habitat/engineering projects.
- Provide contractor oversight during construction of habitat/engineering projects.

Water Plan Implementation

Water Plan & Contractor Coordination:

- Ensure that Water Plan implementation activities are carried out in accordance with the direction of the GC.
- Complete periodic Water Action Plan updates.
- Oversee water supply planning and permitting activities.
- Oversee procurement and implementation tasks associated with WAP project engineering design and construction administration carried out by Program contractors.
- Oversee Water Plan special advisor activities related to WAP project implementation.
- Oversee North Platte choke point investigations and project design, permitting, and implementation activities.



- Oversight and coordination of Water Advisory Committee.
- Oversight and coordination of Scoring Sub-Committee.
- Assist with coordination of the Environmental Account Committee and Reservoir Coordinating Committee (EAC/RCC).

Water Project Operations:

- Update real-time hydrologic condition at prescribed intervals.
- Coordinate operations of the Cottonwood Ranch broad-scale recharge project (with CNPPID), recapture wells (with TBNRD), and other water related facilities.
- Coordinate annual water leasing and groundwater recharge activities.
- Assist with coordination of releases from Lake McConaughy EA (with USFWS, CNPPID, NPPD, Nebraska DNR, and others as needed).
- Complete annual water projects operations accounting updates.

Water Modeling and Scoring:

- Groundwater and surface water hydrologic modeling and data analysis in support of scoring and accounting.
- Wet meadows hydrology investigations including installation and maintenance of hydrologic instrumentation.
- Development of operations modeling and tools in support of Adaptive Management Plan update and implementation.

Science Plan Implementation**Science & Contractor Coordination:**

- Ensure that Extension Science Plan (Science Plan) implementation activities are carried out in accordance with the direction of the GC.
- Coordinate design of experiments and development of implementation plans, monitoring protocols, and data analysis plans.
- Compilation and analysis of project-specific data.
- Manuscript preparation, review and publication.
- Coordinate activities of special advisor activities related to geomorphology and other areas of expertise as necessary for implementation of adaptive management on behalf of the Program.
- Development of scope of work for Program science contractors and coordination of contracted work to ensure it is carried out in accordance with the Science Plan and direction of the GC.
- Manage the Technical Advisory Committee.
- Communication of Program science to stakeholders.

Independent Science Coordination:

- Coordinate ISAC activities and facilitate the selection of new ISAC members.
- Coordination of external Peer Review of Program science to ensure it follows established Program guidelines.

**Whooping Crane Monitoring and Research:**

- Coordination, planning and implementation of whooping crane monitoring protocol including maintenance of whooping crane monitoring database, statistical analysis of whooping crane monitoring data, and development of spring and fall monitoring reports.

Tern and Plover Monitoring and Research:

- Coordination, planning and implementation of least tern and piping plover monitoring protocol including maintenance of tern and plover monitoring database, statistical analysis of tern and plover monitoring data, and development of annual monitoring report.
- Coordination, planning and implementation of predator management and monitoring research including data compilation, statistical analysis to evaluate effectiveness, and development of annual predator management and monitoring report.

Geomorphology and Vegetation Monitoring Research:

- Coordination, planning and implementation of geomorphology and vegetation monitoring protocol including data collection, analysis, and development of annual monitoring report.
- Hydraulic and sediment transport modeling for water supply conveyance and geomorphology aspects of Program research and monitoring.
- Coordinate and oversee *Phragmites* research (monitoring by contractor).
- Collection of surface and groundwater measurements and maintenance of monitoring equipment.

Sediment Augmentation Monitoring and Research:

- Coordination, planning, and implementation of sediment augmentation according to implementation plan including compilation of monitoring data, analysis of effectiveness, and development of Sediment Augmentation Synthesis Report.

Wet Meadows Monitoring and Research:

- Coordination, planning, and implementation of groundwater monitoring including data collection, analysis, and utilization of tools developed as part of Wet Meadow Hydrology Study.

Pallid Sturgeon Monitoring and Research:

- Coordination, planning, and development of collaborative pallid sturgeon research with the University of Nebraska – Lincoln and Southern Illinois University – Carbondale to ensure scope of work, experimental design, and analyses addresses Program learning objectives and project development proceeds in accordance with GC guidance.

This scope of work will be completed by a team of approximately 20 staff members (14.8 full-time equivalent¹) functioning as the Program EDO. Headwaters staff categories and organization of the EDO correspond to the central components of the Program: Program/Project Administration, Water Plan, Land Plan, and Science Plan. Headwaters will continue to maintain the central office in Kearney, NE; support offices in Lakewood, CO and Fort Collins, CO; the Program library; and all equipment, electronic records, and other materials necessary for the continued management and implementation of the Program. A staffing plan that corresponds with this scope of work follows:

¹ Full-time equivalent = 2,080 hours

**STAFFING PLAN - POSITION DESCRIPTIONS**

Executive Director (J. Farnsworth, BCES) [PRRIP Hrs.: 1,800 Labor Category: Program Manager]

Responsibilities:

- Integrate Executive Director's Office, contractor and committee activities to ensure that the Program is being implemented in accordance with the Program Document and is consistent with the vision, goals and direction of the Governance Committee (GC).
- Oversight of Executive Director's Office (EDO) staff including direct supervision of Coordinators.
- Communication with local governments, the public, media, and federal/state agencies.

Science Policy Coordinator (C. Smith, Ph.D., M.P.A.) [PRRIP Hrs.: 900 Labor Category: Project Manager]

Responsibilities:

- Advise ED and GC on development and implementation of the Extension Science Plan.
- Advise ED and GC on science policy and governance issues.
- Oversee independent science and peer review processes including facilitation of ISAC and peer review candidate selection process and facilitation of annual work of the ISAC and peer review panels.

Executive Office Manager (A. Uribe, B.S.) [PRRIP Hrs.: 1,440 Labor Category: Administrative: Senior]

Responsibilities:

- Oversee PRRIP public outreach and education activities.
- Coordinate PRRIP disbursement request and reconciliation process.
- General office management.

Administrative Assistant (J. Liakos, B.S.) [PRRIP Hrs.: 720 Labor Category: Administrative: Junior]

Responsibilities:

- Responsible for daily office operations, file maintenance, correspondence, scheduling and arranging meeting logistics, maintaining contractor and subcontractor contract files.
- Assist in the processing of contractor payments.
- Processing employee and client paperwork.

Land Plan Coordinator (T. Tunnell, M.S., CERP) [PRRIP Hrs.: 1,800 Labor Category: Project Manager]

Responsibilities:

- Oversee land management budget development, procurement process and implementation of land-related activities performed by EDO and contractors.
- Oversee development of agricultural leases and coordination with tenants and farm management land special advisors.
- Represent the Program in regional invasive species control efforts including participation in the Platte Valley Weed Management Area.

Engineering/CO Coordinator (J. Brei, B.S., P.E.) [PRRIP Hrs.: 1,080 Labor Category: Engineer: Senior]

Responsibilities:

- Manage Colorado staff in the implementation of administrative and technical work associated with Water Plan implementation and engineering/geomorphology-related aspects of Science Plan implementation.



- Provide contractor oversight during the design and construction of habitat/engineering projects.
- Develop habitat-related engineering designs, plans, and specifications.
- Serve as the staff resource for analysis and program development with respect to GIS, CAD, and related applications.

Junior Civil Engineer (E. Weschler) [PRRIP Hrs.: 1,080 Labor Category: Engineer: Junior EIT]

Responsibilities:

- Assist senior engineering staff in technical analyses, development of engineering design documents, and construction observation.
- Assist in water project operations.

Water Plan Coordinator (S. Turner, M.S., P.E.) [PRRIP Hrs.: 1,800 Labor Category: Project Manager]

Responsibilities:

- Lead in developing, revising, and communicating Water Action Plan to committees.
- Meet with ED and other Coordinators and support technical staff to ensure that land and water implementation activities are carried out in accordance with the direction of the GC.
- Oversee annual water leasing and accounting activities.
- Oversee and coordinate activities of Scoring Sub-Committee.
- Assist in water supply planning and permitting.
- Hydrologic modeling, system operations modeling, conformance with environmental regulations.
- Data synthesis, report writing, and providing technical leadership and quality control review for water resources-oriented tasks.

Hydrogeologist (K. Cognac, M.S., Ph.D.) [PRRIP Hrs.: 1,080 Labor Category: Engineer: Mid-Level]

Responsibilities:

- Lead for groundwater modeling and data analysis.
- Oversee wet meadows hydrology investigations including installation and maintenance of hydrologic instrumentation.

Science Plan Coordinator (M. Henry, Ph.D.) [PRRIP Hrs.: 1,980 Labor Category: Project Manager]

Responsibilities:

- Manage Technical Advisory Committee activities and support technical staff in the implementation of administrative and technical work.
- Meet with ED and other Coordinators and support technical staff to ensure that Science Plan implementation activities are carried out in accordance with the direction of the GC.
- Oversee design of research and monitoring protocols and compilation and analysis of project-specific data.
- Manuscript preparation, review and publication.

Species Monitoring Coordinator (J. Bruggeman, Ph.D.) [PRRIP Hrs.: 1,800 Labor Category: Scientist: Mid-Level]

Responsibilities:

- Assist in protocol development, experimental design and implementation of target species research and monitoring.



- Oversee implementation of target species monitoring and research protocols implemented by the EDO and contractors.
- Target species manuscript preparation, review and publication.

Statistical Ecologist (P. Farrell, M.S.) [PRRIP Hrs.: 1,800 Labor Category: Scientist: Mid-Level]

Responsibilities:

- Assist in protocol development, experimental design and implementation of experiments.
- Lead data analysis efforts with emphasis on statistical analyses.
- Assist in manuscript preparation, review and publication.

Wildlife Biologist (M. Jaymes, M.S.) [PRRIP Hrs.: 1,800 Labor Category: Scientist: Mid-Level]

Responsibilities:

- Field-lead for implementation of whooping crane monitoring protocol.
- Assist Land Manager in completion of land stewardship activities.
- Assist in implementation of least tern and piping plover monitoring protocol.

Junior Wildlife Biologist (J. Wentz) [PRRIP Hrs.: 1,800 Labor Category: Scientist: Junior]

Responsibilities:

- Assist wildlife biologists in protocol implementation and data analysis.
- Assist Land Coordinator in general land management activities.

Junior Wildlife Biologist (TBD.) [PRRIP Hrs.: 1,800 Labor Category: Scientist: Junior]

Responsibilities:

- Assist wildlife biologists in protocol implementation and data analysis.
- Assist Land Coordinator in general land management activities.

Junior Wildlife Biologist (TBD) [PRRIP Hrs.: 1,800 Labor Category: Scientist: Junior]

Responsibilities:

- Assist wildlife biologists in protocol implementation and data analysis.
- Assist Land Coordinator in general land management activities.

Seasonal Technicians (TBD) [PRRIP Hrs.: 1,940 Labor Category: Scientist: Technician Seasonal]

Responsibilities:

- Assist in implementation of whooping crane and plover/tern monitoring protocols.

Hydraulic Engineer (L. Casavant, M.S., P.E.) [Hrs.: 1,440 Labor Category: Engineer: Mid-Level]

Responsibilities:

- Lead hydraulic and sediment transport modeling for water supply conveyance and geomorphology aspects of Program research and monitoring.
- Assist in manuscript preparation, review and publication.

Geospatial Analyst (TBD) [PRRIP Hrs.: 1,620 Labor Category: Scientist: Mid-Level]

Responsibilities:

- Remote sensing and GIS lead.



- Oversight of system-scale geomorphology and vegetation monitoring implementation and assessment.
- Coordinate and assist in geospatial analysis tasks associated with land, water, and science implementation and assessment activities.

**Fluvial Geomorphologist and/or Water Resources/Environmental Engineer (TBD) [PRRIP Hrs.: 1,440
Labor Category: Engineer: Mid-Level]**

Responsibilities:

- Assist in coordination, planning, and implementation of geomorphology and vegetation monitoring protocol.
- Oversight of sediment augmentation research.
- Assist in manuscript preparation, review, and publication.

Brief resumes for all Headwaters staff serving in the PRRIP EDO follow.

EXHIBIT B

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- Program)

2024 Hourly Rate and Reimbursable Expenses Price Schedule

Category	PROFESSIONAL SERVICES HOURS AND FEE												REIMBURSABLE COSTS								TOTAL
	Program Manager	Administrative: Senior	Administrative: Junior	Project Manager	Engineer: Senior	Engineer: Mid-Level	Engineer: Junior EIT	Scientist: Mid-Level	Scientist: Junior	Scientist: Technician Seasonal	Total Hours	Professional Services Fee	Mileage (mile)	Airboat (day)	ATV/UTV (hour)	Drone (hour)	Travel (Hotel, Meals, etc.)	Conference & Presentation	Misc. Office	Reimbursable Costs	TOTAL
Average Billing Rate by Category	\$ 204	\$ 91	\$ 63	\$ 142	\$ 145	\$ 101	\$ 80	\$ 88	\$ 52	\$ 45			\$ 0.655	\$ 600	\$ 30	\$ 25	1	1	1		
Program Administration & Committee Coordination																					
Program Administration	1,800	1,008	620	500	324	-	-	-	-	-	4,252	\$ 615,940	19,000				\$ 40,000	\$ 7,200	\$ 4,000	\$ 63,645	\$ 679,585
Land Plan Coordination	-	-	-	720	-	-	-	324	-	-	1,044	\$ 130,687								\$ -	\$ 130,687
Water Plan & Contractor Coordination	-	-	-	1,080	216	-	-	-	-	-	1,296	\$ 184,620								\$ -	\$ 184,620
Science Plan & Contractor Coordination	-	-	-	1,780	-	-	-	360	-	-	2,140	\$ 284,313								\$ -	\$ 284,313
Independent Science Coordination	-	-	-	400	-	-	-	-	-	-	400	\$ 56,778								\$ -	\$ 56,778
Information and Education	-	432	100	-	-	-	-	-	-	-	532	\$ 45,612								\$ -	\$ 45,612
Subtotal	1,800	1,440	720	4,480	540	-	-	684	-	-	9,664	\$ 1,317,950	\$ 12,445	\$ -	\$ -	\$ -	\$ 40,000	\$ 7,200	\$ 4,000	\$ 63,645	\$ 1,381,595
Land Plan Implementation																					
Land O&M & Contractor Oversight	-	-	-	720	-	-	-	360	1,120	-	2,200	\$ 192,092	16,000	2		6				\$ 11,830	\$ 203,922
Habitat Engineering (Civil Eng. and Hab Restoration)	-	-	-	360	108	-	540	-	-	-	1,008	\$ 109,960								\$ -	\$ 109,960
Subtotal	-	-	-	1,080	108	-	540	360	1,120	-	3,208	\$ 302,052	\$ 10,480	\$ 1,200	\$ -	\$ 150	\$ -	\$ -	\$ -	\$ 11,830	\$ 313,882
Water Plan Implementation																					
Water Project Coordination and Operations	-	-	-	360	324	-	150	-	-	-	834	\$ 110,080				6				\$ 150	\$ 110,230
Water Modeling & Scoring	-	-	-	360	-	1,080	-	-	-	-	1,440	\$ 160,573								\$ -	\$ 160,573
Subtotal	-	-	-	720	324	1,080	150	-	-	-	2,274	\$ 270,653	\$ -	\$ -	\$ -	\$ 150	\$ -	\$ -	\$ -	\$ 150	\$ 270,803
Science Plan Implementation																					
Whooping Crane Monitoring, Research & Data Analysis	-	-	-	-	-	-	-	3,048	1,170	1,300	5,518	\$ 387,330	45,000							\$ 29,475	\$ 416,805
Tern and Plover Monitoring, Research & Data Analysis	-	-	-	-	-	-	-	1,560	3,110	640	5,310	\$ 327,680	37,950	14	32					\$ 34,217	\$ 361,897
Geomorphology and Vegetation Monitoring, Research & Analysis	-	-	-	-	-	1,420	150	1,368	-	-	2,938	\$ 276,215		2		4				\$ 1,300	\$ 277,515
Sediment Augmentation Monitoring, Research & Data Analysis	-	-	-	-	108	720	240	-	-	-	1,068	\$ 107,842		2		4				\$ 1,300	\$ 109,142
Wet Meadows Monitoring, Research & Data Analysis	-	-	-	-	-	600	-	-	-	-	600	\$ 60,818								\$ -	\$ 60,818
Pallid Sturgeon Monitoring, Research & Data Analysis	-	-	-	200	-	140	-	-	-	-	340	\$ 42,580								\$ -	\$ 42,580
Subtotal	-	-	-	200	108	2,880	390	5,976	4,280	1,940	15,774	\$ 1,202,464	\$ 54,332	\$ 10,800	\$ 960	\$ 200	\$ -	\$ -	\$ -	\$ 66,292	\$ 1,268,757
TOTAL	1,800	1,440	720	6,480	1,080	3,960	1,080	7,020	5,400	1,940	30,920	\$ 3,093,120	\$ 77,257	\$ 12,000	\$ 960	\$ 500	\$ 40,000	\$ 7,200	\$ 4,000	\$ 141,917	\$ 3,235,037

Note: Engineer: Mid-Level also includes mid-level hydrogeologist & fluvial geomorphologist

Note: Mileage will be billed at prevailing IRS mileage rate.



Jason Farnsworth

Chief Operating Officer/Owner

Certifications:

Board Certified Environmental
Scientist, 2016
AAEES

Education:

Bachelor of Science (B.S.)

Biology

May 2000

Chadron State College

Career History:

Headwaters Corporation

Kearney, NE

2008 – Present

Olsson Associates

Omaha, NE

2001 – 2007

Professional Involvement:

American Academy of Environmental Engineers and Scientists

Active Member

Biography:

Jason is an environmental scientist with over twenty years of experience in natural resources management including restoration of riparian habitats, design and implementation of adaptive management experiments, project/program management and administration of a large-scale endangered species recovery program. Jason was born and raised in the panhandle of Nebraska. During college, he worked as a water resources technician at the Upper-Niobrara White Natural Resources District. After graduating, he spent time teaching overseas before moving to Omaha, NE where he joined Olsson Associates, an engineering consulting firm. At Olsson he managed community-based watershed management planning projects and served as technical manager for reservoir design and aquatic habitat restoration projects. Jason joined Headwaters Corporation in 2008. He originally served as the Director of Habitat Management and Rehabilitation for the Platte Program, focusing on implementation and assessment of large-scale adaptive management experiments to inform habitat management. In 2018 he assumed the role of Executive Director, shifting from a primarily technical role to a focus on broader aspects of Program implementation.

Skills:

Administration & Collaboration

- Program Management
- Negotiations and Contracting
- Budgeting and Procurement
- Project Management
- Adaptive Management
- Structured Decision Making

Technical

- Hydrology & Hydraulics
- Fluvial Geomorphology
- Restoration Ecology
- Habitat Design & Permitting
- Assessment of Man. Experiments
- Scientific Writing/Communication

Platte Program Role & Responsibilities:

Executive Director

Jason is responsible for overseeing day-to-day operations of the Platte Program. This includes directing staff and contractors that implement land, water and science components of the Program. He is also responsible for oversight of staff activities with Program committees, communicating with stakeholders and the public, preparing contracts and agreements, overseeing staff and contractors, and providing recommendations and advice to the Governance Committee.

Example Projects & Technical Publications:

Interior Least Tern and Piping Plover Habitat Synthesis Chapters

Peer Reviewed Synthesis Report, 2015

Responsible for oversight of design, implementation and assessment of tern and plover management experiments implemented during the period of 2008 – 2014. This included construction and monitoring of mechanical off-channel and on-channel nesting habitats as well as evaluation of the Program's ability to create and maintain habitat through peak flow releases. Data and analyses were published in the scientific literature and translated into modeling tools that were used as part of a structured decision making process to adjust Program management actions.

Technical Lead – Leigh Dam & Pigeon/Jones Watershed Site 15

Olsson Associates, 2001 - 2007

Technical manager for feasibility studies, grant/funding applications and design of two multi-purpose flood control and recreation reservoirs in eastern Nebraska. See: Leigh Dam ([Maple Creek Rec Area](#)) & Site 15 ([Kramper Lake](#)).



Chadwin B. Smith

President/Owner

Doctor of Philosophy (Ph.D.)

Natural Resource Sciences

December 2020

University of Nebraska-Lincoln

Master of Public Affairs (M.P.A.)

*Environmental Policy & Natural
Resources Management*

May 1996

Indiana University - Bloomington

Bachelor of Science (B.S.)

Fisheries & Wildlife

May 1994

University of Nebraska-Lincoln

Career History:

Headwaters Corporation

Kearney, NE

2007 – Present

American Rivers

Washington, D.C. & Lincoln, NE

1996-2007

Biography:

Chad specializes in working at the nexus of science and policy in large, complex resource management programs. He has worked on several large-scale endangered species recovery and ecosystem restoration programs throughout the United States over the past 25+ years. His technical expertise includes adaptive management (AM), adaptive governance (AG), review of restoration program structure and function, decision analysis, data synthesis, and engaging multiple stakeholders. As part of his PhD research, Chad developed a five-step framework to serve as a repeatable tool for large-scale restoration programs to assess components of governance and adaptive management and recommend refinements to help those programs move forward in achieving their goals and objectives.

Skills (Administration, Collaboration, & Technical):

- Program Management
- Negotiations and Contracting
- Budgeting and Procurement
- Adaptive Management
- Adaptive Governance
- Structured Decision Making
- Scientific Writing/Communication
- Data Synthesis & Reporting
- Restoration Ecology

Platte Program (PRRIP) Role & Responsibilities:

Science Policy Coordinator

Chad is responsible for working with the Governance Committee (GC) and Executive Director (ED) on issues related to policy, management, and decision-making. Provides support to the ED and Science Plan Coordinator on implementation of AM, use of Structured Decision Making (SDM), and communicating the results of PRRIP science activities to the GC for use in decision-making. Facilitates independent science for the PRRIP, including managing the Independent Scientific Advisory Committee (ISAC) and peer review of PRRIP documents utilizing the PRRIP Peer Review Guidelines. Assists the ED by providing general oversight in the form of administrative support for the GC and Finance Committee (FC); contracting and performance against the PRRIP Procurement Policy; and development and management of the annual PRRIP budget and work plan.

Example Projects:

Trinity River Restoration Program (TRRP), California

(2017-2023)

Refinements Coordinator for the TRRP. Led Headwaters' successful effort to review TRRP mandates, goals, objectives and processes with a focus on identifying refinements to TRRP management and functions to better serve the goals and mandates. Developed implementable recommendations for TRRP Refinements. Provided expert guidance on program governance, AM, and how to link science and decision-making. Led process to develop a Program Document and Science Plan for the TRRP, to be finalized in 2023.

Middle Rio Grande Endangered Species Collaborative Program, New Mexico

(2010-2011)

Co-led team that developed Adaptive Management Plan (AMP) v.1 for the MRGSCP. Tasks included facilitating, coordinating and leading technical meetings and workshops, drafting conceptual models, hypotheses, management objectives, monitoring and research priorities, and other key aspects of the AMP.

Expert advice on AM and AG to other large-scale restoration programs:

- Louisiana Coastal Restoration, Louisiana (2018-2019)
- Gulf of Mexico Restoration Program, Louisiana (2015)
- Comprehensive Everglades Restoration Program (CERP), Florida (2010)



Alicia Uribe

Executive Office Manager

Certifications:

Licensed Real Estate Salesperson in the state of NE

Education:

B.S. Business, 2015
Bellevue University

Career History:

Headwaters Corporation
Kearney, NE
2021 – Present

Adam Marshall Land & Auction
Kearney, NE
2022 – Present

Berkshire Hathaway Home Services
Kearney, NE
2018 – 2020

Parker Hannifin
Kearney, NE
2013 – 2021

Community Involvement:

Leadership Kearney - Class #28, 2020

AARP Foundation - Volunteer Tax Preparer, 2013

Biography:

Alicia is the Executive Office Manager administering the daily operations of the business. This includes the management of Human Resources, including benefits, payroll, retirement accounts, and insurance. She is also responsible for overseeing accounting, invoicing, receipts, and audits. Alicia has a diverse background extending across Human Resources, Accounting, Customer Service, Product Management, and Marketing disciplines. Her skill set is the right amount of mix for her role at Headwaters as it is a balance between analytical and precision with numbers and communication and planning with the internal team and external public.

Skills:

- Business Administration
- Accounting
- Quickbooks
- Outreach & Public Relations
- Supervisory Management
- Invoicing
- Real Estate
- Bilingual (English/Spanish)
- Customer Service

Platte Program Role & Responsibilities:

Executive Office Manager

Alicia is responsible for the reporting and accounting processes for the program. She enters and monitors the contractor invoices into the database for processing of the disbursement request. She also compiles all of the EDO's monthly expenses to create the Headwaters' invoice. She works collaboratively with the Nebraska Community Foundation to ensure the finances for the program remain accurate. Alicia is also responsible for outreach and public relations through continued involvement with the community utilizing educational programs, exhibits, and sponsorships.



Tim Tunnell
Land Coordinator

Certifications:

Certified Ecological Restoration Practitioner #0053, 2017, SER
Certified Wildland Fire Manager, 2017, AFE

Education:

M.S. Range Ecology & Mgmt., 2002
Oklahoma State University
B.S. Wildlife Management, 1994
Texas Tech University

Career History:

Headwaters Corporation
Kearney, NE
2009 – Present
The Nature Conservancy, NE Chapter
Aurora, NE
2002 – 2009
Oklahoma State University
Stillwater, OK
1998-2002
Texas Agricultural Experiment Station
Vernon, TX
1994-1998

Professional Involvement:

Society for Ecological Restoration
Active Member
Association for Fire Ecology
Active Member

Biography:

Tim has over twenty-five years of experience with a variety of native grassland/ rangeland resource planning, management and restoration strategies including prescribed fire planning and implementation, ecological grazing, herbicide & mechanical control of invasive/ noxious vegetation and grassland restoration design and implementation. After graduating from TTU in 1994, he worked as a Research Technician I at the Texas Agricultural Experiment Station on a grant funded by USDA-NRI entitled "Sustainable management strategies for mesquite and redberry juniper rangelands". He assisted with the implementation of field and laboratory research, experimental prescribed burning of rangeland, moving and handling livestock, and completing an intensive vegetation survey of the Kite Camp Research Site on the Waggoner Ranch each spring, summer, and fall. While working at TAES, a Senior Agriculturalist position provided an opportunity to move to Stillwater in 1998. While at OSU, in addition to pursuing a MS degree, he was responsible for providing technical support for rangeland scientist conducting research in rangeland ecology and management. Responsible for field collection of livestock weight data, moving and handling, fecal nitrogen data, vaccination and health, and vegetation cover, structure, and biomass data collection on 3 long term research sites in the Cross Timbers, Mixed and Tall Grass Prairie Regions of Oklahoma. He assisted with the application of experimental treatments including prescribed burning, various herbicide, and grazing strategies on research sites. In the spring of 2002, he graduated with a MS in Rangeland Ecology and Management. His thesis was entitled "Effects of Patch burning on Livestock Performance and Wildlife Habitats on Oklahoma Rangelands." In January of that year, he joined The NE TNC chapter and was responsible for developing and coordinating a comprehensive community-based conservation effort (Platte River Habitat Partnership) on private lands. In collaboration with private and governmental partners, projects were developed on privately owned Platte River lands to improve native grasslands for livestock production and wildlife habitat. In January of 2009, he joined Headwaters Corporation. He has served as the Land Manager for the Platte Program and in 2021 he assumed the role of Land Coordinator. All his recent work has focused on the planning, coordinating and implementation of the restoration and management projects on over 13,500 acres of habitat lands acquired through the Platte River Recovery Implementation Program (PRRIP) located within and 80-mile stretch of the Big-bend Reach of the Platte River.

Skills/ Experience:

- Grassland Restoration and Grazing Management
- Rx Fire Planning and Implementation Oversight (RxB2, IC type 4)
- Land Management, Habitat Restoration, and Infrastructure Planning and Implementation
- Noxious Weed/ Invasive Species Control Planning and Implementation Oversight
- Request for Proposal/ Quote/ Bid Package Development
- Project Development and Construction Oversight
- Budget Development and Project Tracking
- Knowledge of GIS applications and Programs

Platte Program Role & Responsibilities:

Land Coordinator

Tim is responsible for overseeing day-to-day operations of the habitat lands acquired through the Platte Program. This includes directing staff and contractors that implement the land component of the Program. He is also responsible for oversight of activities with Program Land committee (LAC), communicating with the public and neighboring property owners, preparing management plans, ag. leases and property tax, land budget development and end of year reporting and RFP and RFQ development, overseeing staff and contractors, and providing recommendations to the ED and Governance Committee on land related items.



Justin Brei
Water Resources &
Engineering Manager

Certifications:

Professional Engineer (NE and CO)

Education:

Bachelor of Science (B.S.)

Biological Systems Engineering

May 2005

University of Nebraska – Lincoln

Career History:

Headwaters Corporation

Kearney, NE

2008 – Present

Rainwater Basin Joint Venture

Grand Island, NE

2006 – 2008

Professional Involvement:

American Society of Civil Engineers

Member

American Water Resources

Association – Colorado Section

Member

Colorado Riparian Association

Member

Biography:

Justin is a biological systems engineer and the water resources/engineering manager at Headwaters and has over fifteen years of experience with project management, endangered species habitat creation and maintenance, stream and wetland restoration/enhancement design, construction administration and oversight, project permitting and stakeholder engagement and coordination. Justin was born and raised in central Nebraska and graduated from the University of Nebraska – Lincoln. Justin has been around construction and construction planning/management since grade school and worked in estimating and contractor sales for a home improvement store during college. Justin joined Headwaters in 2008, primarily working on the Program's Land Plan and habitat restoration projects and keeping up PRRIP's extensive GIS portfolio. In 2020, Justin moved to Colorado to lead Headwaters' water resources team on both PRRIP and non-PRRIP natural resources science and engineering projects. In addition to PRRIP habitat projects, Justin has led design and construction of restoration projects on the Big Thompson River, South Platte River, and Boulder Creek in Colorado.

Skills:

Administration & Collaboration

- Project Management
- Stakeholder Coordination
- Contract Administration
- Interdisciplinary Team Coordination
- Bid Package Preparation and Process Oversight

Technical

- Wetland and Riverine Restoration Design & Construction
- Hydrology & Hydraulics
- Ecological Project Permitting
- Construction Oversight
- Grading & Plan Production
- ArcGIS, AutoCAD Civil3D

Platte Program Role & Responsibilities:

Colorado Office Leader

Justin is responsible for managing Colorado's water, science, and engineering staff in implementation of administrative and technical work for the Program associated with the Water Plan and geomorphology aspects of the Adaptive Management Plan implementation. Justin serves as the Program's lead engineer and oversees staff engineers and contractors during design and construction of Program habitat and engineering projects. Justin is responsible for administration of the Program's website & database, and the Program's remote sensing data acquisition program.

Example Projects:

Interior Least Tern and Piping Plover Nesting Islands

Elm Creek Area, NE, 2012

Designed, bid, and oversaw construction of in-channel sandbar nesting island complexes created for the threatened and endangered interior least tern and piping plover at two sites on the Platte River in central Nebraska. Worked with PRRIP technical committees to develop constructable design criteria based on interior least tern and piping plover biological needs and designed habitat islands of appropriate size and elevations above various river stages in order to test PRRIP hypotheses about species use and success.

PRRIP Website & Species Database

2009-Present

Guided Program staff, stakeholders, and contractors through initial development of the Program's website in 2009, major support and revisions through full redevelopment in 2018. This website is the central repository for PRRIP documents, committee coordination, and houses the Program's species monitoring data, and is the primary tool for facilitating PRRIP financial transactions.



Ed Weschler

Water Resources Engineer

Certifications:

Engineer Intern, CO, #78064

CDOT Soil and Embankment
Inspector

OSHA 10-hour Construction Safety
and Health

Education:

B.S. Civil Engineering, 2021
Colorado State University

Career History:

Headwaters Corporation
Lakewood, CO
2021 – Present

Professional Involvement:

American Society of Civil Engineers
Active Member

Biography:

Ed is a water resources engineer with experience in off-channel and riverine wetland restoration/enhancement design, hydrologic data analysis and synthesis, implementation of groundwater recharge project, and construction administration on projects involving wetlands. Ed grew up north of Chicago but spent summers in Hebron, Nebraska, fishing and exploring the Little Blue River, sparking his fascination with water. As team lead for his undergraduate capstone project, he led the design process, utilizing Civil3D and ArcGIS pro throughout. Ed joined Headwaters Corporation shortly after graduating in 2021. He has been in a technical role as a design engineer for the Platte River Recovery Implementation Program.

Skills:

- ArcGIS Pro
- AutoCAD Civil3D
- Wetland Restoration Design
- Hydrologic Analyses
- Grading and plan Production
- Surveying
- Data Synthesis
- Earthwork Calculations
- Construction Administration

Platte Program Role & Responsibilities:

Junior Design Engineer

Ed is responsible for the design and construction administration of small- and large-scale projects on Platte Program Property. For example, he helped implement the 6th consecutive of full-scale sediment augmentation from initial drawings in Civil3D to final grade checks in the field. Additionally, Ed helps collect ECOG training data along the Associated Habitat Reach via Trimble survey equipment.

Example Projects:

Full-Scale Sediment Augmentation, Platte River Recovery Program, Lexington, Nebraska

Responsible for the design, bid selection, and implementation of a large-scale earthwork project downstream of the Johnson-2 hydropower clear-water return. This design augmented approximately 65,550 tons of sandy material into the south channel of the Platte near Jeffreys Island, with the intention of slowing incision. Tasks included intermittent grade checks, general construction administration, and performing final As-Built survey upon completion.

Lower Boulder Creek – Wetland Restoration, City of Boulder Open Space and Mountain Parks, Boulder, Colorado

Assisted with the design of a wetland restoration project that will reclaim 251 acres of land that was historically mined for sand and gravel. Tasks included attending stakeholder meetings, the collection and analysis of site-wide groundwater well monitoring data, data collection via survey of existing wetland elevations on-site, invasive vegetation mitigation research, creation of ESA species habitat and existing wetland figures in ArcGIS Pro, development of 60%, 90%, and 100% level designs in AutoCAD Civil3D, earthwork volume calculations, and production of sitewide grading plans.



Seth Turner

Senior Water Resources Engineer

Certifications:

Professional Engineer, CO, #41303

Education:

M.S., Civil Engineering, 2003
University of Colorado at Boulder
B.S., Agricultural Engineering, 2001
University of Illinois at Urbana-Champaign

Career History:

Headwaters Corporation
Lakewood, CO
2014 – Present
CDM Smith
Denver, CO
2009-2014
HDR
Denver, CO
2002-2003 and 2004-2009
Meurer & Associates
Lakewood, CO
2003-2004

Professional Involvement:

Colorado Riparian Association
Active Member
AWRA Colorado Section
Active Member
Colorado Foundation for Water
Education – Water Leaders Program
2011-2012

Biography:

Seth is a water resources engineer with more than 20 years of experience, primarily in water resources planning and management in Nebraska and Colorado. A native of rural central Illinois, Seth completed his undergraduate studies at the University of Illinois and promptly moved to Colorado for graduate school. Seth began his professional career with HDR in 2002, compiling diversion, seepage, and irrigation delivery data for Platte Basin canals for a groundwater model supporting Republican River Compact litigation. Starting in 2004 and continuing through both the Draft EIS (2008) and Supplemental Draft EIS (2015), Seth was part of the third-party EIS team for the Northern Integrated Supply Project (NISP) in Colorado. Associated tasks included the analysis and screening of water supply concepts, alternatives development, hydrologic modeling, surface water impacts analysis, and operations analysis. Seth was the lead author of numerous NISP EIS technical reports. During 2008-2009, Seth developed an early version of the STELLA surface water operations model for the Central Platte Conjunctive Management Project. While with CDM Smith, Seth worked extensively with the Colorado Water Conservation Board on the Statewide Water Supply Initiative 2010 and the initial round of Basin Implementation Plans, in particular completing the municipal & industrial gap analysis and work related to alternative agricultural water transfer methods (ATMs). Seth joined Headwaters Corporation in 2014 and has dedicated most of his efforts to implementation of the Platte Program's Water Action Plan (WAP). Over the course of 8 years with the Platte Program, Seth has been deeply involved in the development of new water projects such as broad-scale recharge and recapture wells, score analyses and operations accounting for water projects, periodic updates to the WAP, administrative duties associated with groundwater recharge projects and surface water leases, and efforts to improve flow capacity at the North Platte chokepoint.

Skills:

- Water Supply Planning
- Water Operations Planning, Coordination, and Analysis
- Hydrologic modeling
- Flow analyses/impacts assessment
- Data analysis and synthesis
- Technical writing/communication
- Project Management
- Budgeting
- Meeting planning and facilitation

Platte Program Role & Responsibilities:

Water Plan Coordinator

As the Water Plan Coordinator for the Platte Program, Seth oversees the operations and analysis of the projects developed under the Platte Program's Water Action Plan. These projects, mostly groundwater recharge and surface water leasing, provide increased streamflows for channel maintenance and habitat improvement for the benefit of threatened and endangered species that utilize the central Platte River. Seth is also responsible for coordinating the activities of the Water Advisory Committee and Scoring Sub-Committee, and he assists with the planning and coordination of releases from the Lake McConaughy Environmental Account.

Example Projects & Technical Publications:

Platte River Recovery Implementation Program

[*Water Action Plan Update Report: First Increment Progress, 2007-2019*](#)

Report traces the evolution of the WAP from the original 2000 version through 2009 and 2014 updates to the end of the Program's First Increment in 2019. Provides a status update on all projects considered under the WAP and documents progress towards fulfillment of the Program's First Increment Water Objective.

[*PRRIP Water Projects Accounting Update Memo*](#)

Documents Program water project operations and quantifies reductions to USFWS target flow deficits at Grand Island provided by Program water through the end of 2020.



Kristen Cognac
Hydrogeologist

Education:

Ph.D. Candidate, Hydrogeology
Expected May, 2023
Colorado State University

M.S. Hydrogeology, 2019
Colorado State University

B.S. Geology, 2012
Northeastern University

Career History:

Headwaters Corporation
Lakewood, CO
2021 – Present

Colorado State University
Fort Collins, CO
2016 – Present

Geosyntec Consultants
Acton, MA
2012-2016

Professional Involvement:

Colorado Groundwater Association
Active Member

Geological Society of America
Active Member

Biography:

Kristen is a hydrogeologist with 10+ years of experience conducting groundwater investigations and research to support environmental, ecological, and water supply projects. She has a strong background in data analysis, field investigations, groundwater flow and transport modeling, and geostatistics. Prior to graduate school, she spent 5 years in environmental consulting where she performed extensive fieldwork for groundwater, soil, and vadose zone remediation. Her work west of the Mississippi focuses primarily on water supply, conservation, and ecological restoration. She currently works part-time while finishing her Ph.D. in Hydrogeology at Colorado State University where her ongoing graduate research seeks to understand changing fluxes within the Denver Basin Aquifer System due to long-term pumping through groundwater flow and geostatistical modeling.

Skills:

- Hydrogeologic investigation
- Data visualization
- Technical writing
- Science communication
- Statistics / geostatistics
- GIS and geospatial analysis
- Coding (Python, MATLAB)
- Modeling (MODFLOW, VS2DH)

Platte Program Role & Responsibilities:

Kristen provides general hydrogeologic support for a range of ecological, habitat, and wetland restoration projects across Nebraska and Colorado. Tasks have included data and geospatial analysis, study design, hydrogeologic mapping, groundwater modeling, and report writing. She employs efficient workflows and reproducibility by incorporating python into data analysis and modeling tasks, including geospatial analysis and calibration.

Example Projects and Technical Publications:

Platte River Valley wet meadow hydrologic study. *Headwaters Corporation, 2022* - Kristen is leading an ongoing hydrologic study to evaluate controls, constraints, and associated management implications for wet meadows throughout the CPRV.

Upper Laramie Aquifer Water Rights Cases, Northern Colorado. *KC Hydrogeology, 2020* – Kristen conducted a hydrogeologic investigation that led to non-tributary water rights determination for a property overlying the Upper Laramie aquifer in Northern Colorado. She developed cross-sections, groundwater maps, and conceptual model to support the case.

Cognac, K. E., and Ronayne, M. J., 2020. Changes to inter-aquifer exchange resulting from long-term pumping: implications for bedrock groundwater recharge. *Hydrogeology Journal*, 28(4), 1359-1370.

McConnell, L., Karimi Askarani, K., **Cognac, K. E.**, Mack, E. E., Bartlett, C., Ronayne, M. J., & Blotvogel, J., 2022. Forecasting Groundwater Contaminant Plume Development Using Statistical and Machine Learning Methods. *Groundwater Monitoring & Remediation*.



Malinda Henry
Science Lead

Certifications:

MSHA Certification, 2021-2023

Education:

B.S. Biology, 1992
Doane College, NE
M.S. Zoology, 1998
Miami University, OH
Ph.D. Behavior, Ecology, Evolution, and Systematics, 2011
University of Maryland, MD

Post-doctoral Research:

Eppley Institute for Research in Cancer and Allied Diseases, University of Nebraska Medical Center, NE, 2011-13

Graduate Program in Ecology and Natural Resources, North Fluminense State University (UENF), RJ, Brazil, 2014-2016

Career History:

Headwaters Corporation

Kearney, NE

2020 – Present

Institute of Biodiversity and Sustainability, Federal University of Rio de Janeiro (NUPEM/UFRJ)

Macaé, RJ, Brazil

2016-2020

Professional Involvement:

Golden Lion Tamarin Association

Associação Mico-Leão-Dourado (AMLD)

Scientific Advisory Board Member

Biography:

Malinda is an ecologist working to evaluate the response of plants and animals to environmental change. She brings a diverse skill set with her to evaluate mechanisms behind species response, adaptability, and limits of tolerance. Malinda is a Nebraska native who began her career with native tall-grass prairie restoration and comparing forest communities from East to West Germany. She has worked for over twenty years with endangered primates occupying highly anthropomorphic landscapes to identify the cascade of effects that habitat loss and fragmentation have upon these species, mechanisms by which species adapt, and the effectiveness of efforts to improve habitat connectivity. Malinda has used what she has learned to teach Ecology and Conservation Biology at the Federal University of Rio de Janeiro; but also as a Scientific Advisory Board member of the Golden Lion Tamarin Association, using adaptive management to improve population viability of golden lion tamarins in the São João River Basin of Rio de Janeiro state. Malinda joined Headwaters Corporation in 2020, focusing her efforts on reviewing Platte Program science and developing new ways to document response of terns, plovers, and whooping cranes to Program land and water management. Malinda coordinated a technical work group to develop a Science Plan for the Platte Program that provides a roadmap for Program science implementation through 2032.

Skills:

Administration & Collaboration

- Team Leadership
- Project Management
- Adaptive Management
- Collaborative Research
- Budgeting

Technical

- Ecology, Animal Behavior, Endocrinology, & Genetics
- Species Monitoring & Mngmt
- Experimental Design & Analysis
- Scientific Writing/Communication

Platte Program Role & Responsibilities:

Science Lead

Malinda coordinates a multi-disciplinary team that implements the Program's Science Plan. She works with staff, research collaborators, and contractors to plan, implement, evaluate, and report Program science. Malinda is responsible for the communication of Program science to stakeholders and the public. She organizes and facilitates Technical Advisory Committee meetings, prepares collaborative research and data sharing agreements between the Program and external scientists, and develops the annual science budget.

Example Projects & Technical Publications:

Platte River Recovery Implementation Program

[First Increment Extension Science Plan](#)

Approved by PRRIP Governance Committee, 2022

Led adaptive management working group meetings to develop priority questions and hypotheses. Revision of conceptual ecological models. Development of monitoring protocols, implementation, and evaluation plans.

Connect Project, Petrobras, RJ, Brazil

Evaluation of the effect of gas ducts on landscape connectivity for arboreal mammals and analysis of effectiveness of canopy bridges as mitigation.

UFRJ/ AMLD 2018 - 2020

Collaborative project development, implementation, analyses, and reporting. Collection of vegetation and capture/recapture field data. Determination of locations for installation of canopy bridges based upon capture/recapture data.

Recent Publications

Gonçalves, PR, Di Dario, F, Petry, AC, Martins, RL **Henry, M.D., et al.** 2020. [Brazil undermines parks by relocating staff](#). *Science*, 12 Jun 2020: 1199.

Dietz, JM, Hankerson, SJ, Alexandre, BR, **Henry, M.D., et al.** 2019. [Yellow fever in Brazil threatens successful recovery of endangered golden lion tamarins](#). *Scientific Reports*, 9:12926.



Jason Bruggeman

Endangered Species
Monitoring Coordinator

Education:

Ph.D. Fish and Wildlife Biology, 2006

Montana State University, MT

**B.S. Biology—Fish and Wildlife
Management, 2002**

Montana State University, MT

M.E. Chemical Engineering, 1999

University of Delaware, DE

B.S. Chemical Engineering, 1998

University of Minnesota, MN

Post-doctoral Research:

University of Minnesota

2007 – 2009

Montana State University

2006 – 2007

Career History:

Headwaters Corporation

Kearney, NE

2023 – Present

Beartooth Wildlife Research

Savage, MN

2008 – 2022

University of Minnesota

St. Paul, MN

2007 – 2022

Professional Involvement:

American Ornithological Society

Active Member

Biography:

Jason is a wildlife research biologist and biometrician that has worked in both the private consulting and academic arenas. He has extensive experience with spatial and population data of avian and mammalian species. Through his own consulting business, Beartooth Wildlife Research, Jason led and designed studies involving pikas, grassland specialist birds, and Northern Goshawks. As a researcher at the University of Minnesota, Jason worked with existing data from Arctic Peregrine Falcons to assess occupancy and population dynamics; Bald Eagles to assess lead concentrations in nestlings; and black-tailed prairie dogs to assess colony areal dynamics. He also served as coordinator for a Northern Goshawk monitoring effort in the western Great Lakes region. Jason has experience with collaborative research and monitoring studies involving state, federal, and non-government partners. Jason obtained his Ph.D. at Montana State University with dissertation research on bison spatial dynamics in Yellowstone National Park during winter.

Skills:

Administration & Collaboration

- Collaborative Research
- Project Management
- Team Leadership
- Project Budgeting

Technical

- Study Design for Species Monitoring and Research
- Statistical Analyses of Wildlife Population and Spatial Data
- GIS Data Analysis & Visualization
- Scientific Writing/Communication

Platte Program Role & Responsibilities:

Endangered Species Monitoring Coordinator

Jason will be joining Headwaters in 2023 to coordinate field work, monitoring, and research for piping plovers, interior least terns, and whooping cranes under the Platte River Recovery Implementation Program. Jason will be responsible for supervising field crews, analyzing and interpreting data, designing new studies, writing reports and publications, and presenting results to stakeholders.

Example Projects & Technical Publications:

Principal Investigator / Biometrician

Evaluation of Northern Goshawk nest-site habitat suitability in the Black Hills

Beartooth Wildlife Research, 2019 – 2021

Led retrospective analyses of >50 years of Northern Goshawk nest location data from the Black Hills National Forest. The efforts included evaluating factors affecting Goshawk nest-site habitat suitability, assessing changes in forest attributes related to nest-site use over time, and using a predictive model for nest-site habitat suitability to design a sampling protocol for future monitoring. Partners included South Dakota Game, Fish & Parks and the U.S. Forest Service.

Principal Investigator / Wildlife Research Biologist

Factors affecting pika populations in North Cascades National Park

Beartooth Wildlife Research, 2009 – 2013

Designed and led a five-year study to evaluate abiotic and biotic factors affecting pika populations in North Cascades National Park. The research provided novel insights into the role of winter weather variability on pika populations at high latitudes and the beginning of a pika monitoring program for the park.

Recent Publications and Reports

Bruggeman, J.E., and P.L. Kennedy. 2021. Evaluation of Northern Goshawk nest-site data and population status in the Black Hills National Forest of South Dakota and Wyoming: changes in nest-site habitat suitability and related forest attributes. Unpublished report. Beartooth Wildlife Research, Savage, MN.

Bruggeman, J.E., T. Swem, D.E. Andersen, P.L. Kennedy, and D. Nigro. 2015. Dynamics of a recovering Arctic bird population: the importance of climate, density dependence, and site quality. *Ecological Applications* 25:1932-1943.



Patrick Farrell
Statistical Ecologist

Certifications:

Associated Wildlife Biologist, 2018, The Wildlife Society

Data Analysis, Colorado State University Graduate Program, 2017

Education:

M.S. Wildlife Sciences, 2015
Auburn University

B.S. Biology, 2012
Central Michigan University

Career History:

Headwaters Corporation
Kearney, NE
2015 – Present

Auburn University, Auburn, AL
2013 - 2015

Central Michigan University, Mt Pleasant, MI
2010-2012

Professional Involvement:

The Wildlife Society
Active Member

Biography:

Patrick is a Statistical Ecologist for Headwaters Corporation with over ten years of experience in applied scientific research to support natural resource management including large-scale habitat prioritization, riparian habitat restoration, and management action trade-offs. Patrick grew up in Michigan and worked as a researcher during his time at Central Michigan University studying avian migration and shorebird reproduction on Lake Michigan. Patrick then joined the Alabama Cooperative Fish and Wildlife Research Unit and developed grassland bird habitat relationships to understand landscape suitability and habitat connectivity for these birds in the Southeastern U.S. to aid large-scale grassland conservation efforts. Patrick then joined Headwaters Corporation in 2015 in his current position.

Skills:

Administration & Collaboration

- Project Management
- Collaborative Research Planning and Evaluation
- Adaptive Management
- Structured Decision Making

Technical

- Generalized Linear Regression
- Machine Learning
- Geospatial Modeling
- Avian Ecology
- Fluvial Geomorphology
- Study Design
- Scientific Writing/Communication

Platte Program Role & Responsibilities:

Statistical Ecologist

Patrick works together with a multi-disciplinary team to provide statistical input shaping experimental design, implementation, and geospatial modeling. He develops and conducts statistical analyses for geomorphic, hydrologic, and endangered species monitoring projects. Patrick is responsible for developing relevant and robust analyses to reduce uncertainties around target species response to land and water management to inform decision-making.

Example Projects & Technical Publications:

Lead Researcher - Interior Least Tern and Piping Plover Nest Site Selection

Peer Reviewed Publication (<https://doi.org/10.1111/jofo.12206>), 2019

Directed data compilation effort of tern and plover nest locations at central Platte River off-channel sites from 2001-2015. Quantified characteristics associated with nest locations and compared those with random available locations with discrete-choice modeling to identify patterns of nest placement within off-channel sites. This research was published in the scientific literature and future Platte Program off-channel nest site designs incorporated results to increase the availability of suitable nesting conditions at newly managed sites.

Researcher – Whooping Crane Riverine Habitat Selection

Peer Reviewed Publication (<https://doi.org/10.1371/journal.pone.0209612>), 2018

Led analysis of Platte Program whooping crane monitoring data and satellite telemetry data to identify and quantify habitat characteristics important to explain patterns of riverine use on the central Platte River and other Great Plains river systems. This research was published in the scientific literature and results were used to amend Program land management plans to include established minimum unforested corridor width and unobstructed channel width to promote whooping crane use along Program managed riverine areas.



Mallory Jaymes
Wildlife Biologist

Certifications:

Wetland Delineation, 2022
MSHA, 2022
Nebraska Forest Service Wildland
Fire Academy: S-215, S-290, S-219,
S131, S-212, S-130, S-190, L-180

Education:

M.S. Organizational Management in
Natural Resources, 2015
Chadron State College

B.S. Rangeland and Wildlife
Management, 2013
Chadron State College

Career History:

Headwaters Corporation
Kearney, NE
2018–Present

Pheasants Forever Inc.
Red Cloud, NE
2016–2018

Nebraska Game and Parks
Crawford, NE
2014–2016

Biography:

Mallory is a wildlife biologist with over ten years of experience in wildlife and land management including coordinating and implementing endangered species monitoring efforts, collecting monitoring data, wetland delineation, managing farm bill program contracts for wildlife benefits, big game aging and trapping, wildfire and prescribed burning, and equipment operating. Mallory was born and raised on a family farm near Ravenna, Nebraska. During college, she worked as a technician for U.S. Forest Service and as a tech for U.S. Fish and Wildlife Service. While getting her masters at Chadron State College, she worked for Nebraska Game and Parks gaining experience in big game management and large-scale land management overseeing forest thinning, grazing, and weed spraying contracts. She farmed food plots, sprayed weeds, fenced, cut trees, planned/performed prescribed burns, and restored native grasslands. At Pheasants Forever Inc. Mallory worked directly with the Farm Service Agency and the Natural Resources Conservation Service helping producers select governmental programs such as the Conservation Reserve Program, brush management, and/or prescribed fire to best fit their needs and provide benefits to wildlife. Mallory joined Headwaters Corporation in 2018. She serves as the Platte River Recovery Implementation Program's lead biologist coordinating efforts to monitor whooping crane use of the central Platte River. In addition, she assists with monitoring of interior least terns and piping plovers during the nesting season. She also conducts the Program's wetland mitigation monitoring.

Skills:

Administration & Collaboration

- Project Management
- Field Crew Management
- Request for Bids and Contract Development
- Project Budgeting

Technical

- Land Management
- Herbicide Application
- Grazing/Fire Ecology
- Vegetation Sampling
- Wetland Delineation
- Wildlife Population Surveying
- Database Management
- Big Game Aging/Trapping
- Equipment Maintenance and Operation

Platte Program Role & Responsibilities:

Wildlife Biologist

Mallory is responsible for overseeing whooping crane monitoring each spring and fall for the Platte Program. This includes directing temporary staff and contracted pilots along with organizing the collected data, report writing, and communicating results. She is also responsible for assisting with least tern and piping plover data collection and conducting wetland mitigation monitoring and report writing. Additionally, Mallory works together with the Program's land manager, providing her insights on grazing, prescribed fire, grassland restoration, fencing, and forestry.

Example Projects & Technical Publications:

Implementation of the Whooping Crane Monitoring Protocol

[PRRIP Whooping Crane Monitoring Report, Fall 2019-Fall 2022](#)

Responsible for budgeting, contracting, training, and overseeing temporary employees and contractors while implementing the whooping crane monitoring protocol each spring and fall. Responsible for database management as well as reporting each season's monitoring results.

Speidel Wetland Mitigation monitoring

Responsible for annual wetland delineation and results reporting for Program wetland mitigation monitoring.



Jonathan Wentz
Biological Technician

Certifications:

MSHA Certification, 2022

Education

B.S. Biology, 2022
University of Nebraska at Kearney

Career History:

Headwaters Corporation
Kearney, NE
2020 – Present

University of Nebraska
Kearney, NE
2018-2022

Biography:

Jonathan is a biologist with an emphasis in wildlife. He has five years of experience collecting biological data in the field, especially on birds, reptiles, and fish. Jonathan was born and raised along the Big Bend region of the Platte River. Early in his career Jonathan published a natural history note expanding the known range of Cope's gray treefrog to include Nebraska. As an undergraduate research assistant at the University of Nebraska Jonathan counted and identified waterbird species for a waterfowl survey, banded birds for a site fidelity study, and participated in fish surveys of canals, rivers, and ponds. Jonathan joined Headwaters in 2020 as a summer technician assisting with turtle trapping for a capture/recapture study at piping plover and interior least tern nesting sites. Following graduation, Jonathan was hired as a full-time biological technician. He works with a team of biologists to monitor whooping crane, piping plover, and interior least tern use of the central Platte. Jonathan also contributes by performing land management tasks, collecting groundwater monitoring data, and maintaining equipment.

Skills:

- Implementation of Endangered Species Monitoring Protocols
- Wetland Bird Surveys
- Bird Banding
- Mark-Recapture of Turtles using Hoop Traps
- Fish Surveys: Seining, Hoop Netting, Electroshocking (Boat and Backpack)
- Track Surveys
- Bird/Mammal/Fish Identification
- Remote Camera/Video Monitoring
- Data Collection, Entry, QA/QC, Descriptive Statistics
- Zoology, Plant Taxonomy, Ecology, Range & Wildlife Management
- Off-Road Vehicle Operation and Maintenance

Platte Program Role & Responsibilities:

Biological Technician

Jonathan is part of the team that monitors piping plover and interior least tern nesting activities on the central Platte River. He conducts weekly track surveys to document potential predators at nesting sites. Jonathan also participates in aerial surveys to document whooping crane presence during the spring and fall migratory seasons. He assists with land management tasks, collecting groundwater monitoring data, and equipment maintenance.

Example Projects & Technical Publications:

Species Geographic Distribution

Jonathan contributed to expanding the documented range of Cope's gray tree frog to include Buffalo and Burt counties in Nebraska. He was also part of the research team that documented the first record of glass lizards reproducing in Nebraska.

Wentz, J. and Geluso, K. (2022) *Hyla chrysoscelis* Geographic Distribution. Herpetological Review 53(1), pg. 71.

Geluso, K. *et al.* (2022) "First reproductive evidence for the Slender Glass Lizard (*Ophisaurus attenuatus*) in Nebraska." Transactions of the Nebraska Academy of Sciences and Affiliated Societies. <https://digitalcommons.unl.edu/tnas/537/>

Wentz, J. and Geluso, K. (2017) *Hyla chrysoscelis* Geographic Distribution. Herpetological Review 48(3), pg. 584.



Libby Casavant

Water Resources Engineer

Certifications:

EIT

Rosgen II Stream Restoration

Education:

M.S. Civil and Environmental Engineering, University of Iowa, 2022

B.S.E Environmental Hydrology, University of Arizona, 2012

Career History:

Headwaters Corporation
Lakewood, CO
2022 – Present

University of Iowa
Iowa City, IA
2019 – 2022

Michael Baker International
Alexandria, VA
2016 - 2019

Professional Involvement:

AWRA

Active Member

Biography:

Libby recently joined the Headwaters team after finishing her graduate work at the University of Iowa and moving to Colorado. She is a water resources engineer with a background in hydrology, hydrodynamic modeling, sediment transport, and flood mitigation. She has professional experience in the assessment and design of stream restoration, constructed wetlands, and stormwater improvement projects intended to decrease pollution in the Chesapeake Bay. While earning her master's as an NSF fellow, she collaborated with Dutch researchers to investigate the feasibility of diverting excess sediment from a braided channel system in India. She enjoys the complexity and dynamism of these systems and the unique challenges they present.

Skills:

- Hydrology
- Hydrodynamic Modeling
- Scour Analysis
- Stream Restoration
- Scientific Writing/Communication
- Field data collection/survey
- Green infrastructure design
- Stormwater Design

Platte Program Role & Responsibilities:

Libby leads hydraulic and sediment transport modeling efforts for water supply conveyance and geomorphology aspects of Program research and monitoring. She also assists with evaluation and design of the sediment augmentation project, manuscript preparation, review, and publication.

Example Projects & Technical Publications:

Casavant, E. Evaluating Diversion Channels for Mitigating Super-Elevation on the Middle Kosi River Using Delft 3D. May 2022.

Prince George County, MD Stream Restoration

Project Engineer, 2018

Assisted in design and construction monitoring of an urban stream restoration project near Washington D.C. The stream was re-routed away from an endangered house and reconnected with its floodplain.

Naval Station Newport Stormwater Investigation

Authored technical memorandum, 2018

Field investigation and modeling of a storm sewer system that drains over 500 acres in Newport, Rhode Island was required to discover the causes of manhole blow-outs and severe coastal scour. Authored a technical memorandum defining the issues and proposed solutions.

Tennessee River, Montgomery County, Alabama FEMA floodplain mapping

Project Engineer, 2018

Completed HEC-RAS modeling to establish updated floodplain maps for a 60-acre site north of the Tennessee River. Coordinated with FEMA to revise maps based on recent construction.

VDOT Multi-Barrel Culvert Replacement

Lead Design, 2018

Completed design and authored the H&H report for replacement of substandard culverts at a county road crossing.



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

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

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

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

FOR THE CONSULTANT:

 Chadwin B. Smith, Ph.D.
 President

 Date



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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Headwaters Corporation

is a

Corporation

formed or registered on 05/23/2007 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20071248078 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/17/2023 that have been posted, and by documents delivered to this office electronically through 10/18/2023 @ 11:10:24 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/18/2023 @ 11:10:24 in accordance with applicable law. This certificate is assigned Confirmation Number 15411083 .



Jena Griswold

Secretary of State of the State of Colorado

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

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



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2023

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

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

PRODUCER FNIC P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME: April Chaney PHONE (A/C, No, Ext): 402-861-7093 FAX (A/C, No): E-MAIL ADDRESS: april.chaney@fnicgroup.com												
INSURED Headwaters Corp 4111 4th Ave #6 Kearney NE 68845	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Sentinel Insurance Company Ltd</td><td>NAIC # 11000</td></tr><tr><td>INSURER B: Everest Indemnity Insurance Company</td><td>10851</td></tr><tr><td>INSURER C: Hartford Casualty Ins Co</td><td>29424</td></tr><tr><td>INSURER D: Travelers Property Casualty of America</td><td>25674</td></tr><tr><td>INSURER E: BITCO General Insurance Corp</td><td>20095</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Sentinel Insurance Company Ltd	NAIC # 11000	INSURER B: Everest Indemnity Insurance Company	10851	INSURER C: Hartford Casualty Ins Co	29424	INSURER D: Travelers Property Casualty of America	25674	INSURER E: BITCO General Insurance Corp	20095	INSURER F:	
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INSURER C: Hartford Casualty Ins Co	29424												
INSURER D: Travelers Property Casualty of America	25674												
INSURER E: BITCO General Insurance Corp	20095												
INSURER F:													

COVERAGES**CERTIFICATE NUMBER:** 74354848**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			91SBAUF9136	1/28/2023	1/28/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			91UECNG6763	1/28/2023	1/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			91SBAUF9136	1/28/2023	1/28/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	6JUB4N59818823 WC3724355	10/9/2023 1/28/2023	10/9/2024 1/28/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Claims Made			EF4ML06370231	1/1/2023	1/1/2024	Aggregate Each Incident 2,000,000 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Platte River Recovery Implement Program
4111 4th Ave Ste 6
Kearney NE 68845

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

AUTHORIZED REPRESENTATIVE

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