



REQUEST FOR PROPOSALS (RFP)

Prescribed Fire Management Services 2023-2025

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

Office of the Executive Director
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
platteriverprogram.org

January ??, 2023



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PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- PROGRAM) REQUEST FOR PROPOSALS (RFP)

SUBJECT: Prescribed Fire Management Services- 2023-2025
REQUEST DATE: January ??, 2023
PRE-PROPOSAL MEETING: January ??, 2023
CLOSING DATE: January 31, 2023
POINT OF CONTACT: Tim R. Tunnell, Land Coordinator
Headwaters Corporation
tunnellt@headwaterscorp.com

I. OVERVIEW

The Platte River Recovery Implementation Program (“Program” or “PRRIP”) was initiated on January 1, 2007 between Nebraska, Wyoming, Colorado, and the Department of the Interior to address threatened and endangered species issues in the central and lower Platte River basin. The species considered in the Program, referred to as “target species”, are the whooping crane, piping plover, interior least tern, and pallid sturgeon.

A Governance Committee (GC) reviews, directs, and provides oversight for Program activities. The GC is comprised of one representative from each of the three states, three water user representatives, two representatives from environmental groups, and two members representing federal agencies. The GC has named Jason Farnsworth to serve as the Program Executive Director (ED). Headwaters Corporation serves as the staffing mechanism for the Program. Program staff are located in Nebraska and Colorado and are responsible for assisting in carrying out Program-related activities.

One of the major components of Program implementation is acquisition and management of 10,000 acres of habitat for the benefit of the target species. To date, approximately 13,759 acres have been acquired and are being managed by the Executive Director’s Office (EDO). Prescribed fire is an important tool used by the Program to manage grassland composition and structure. **The GC is requesting proposals from National Wildfire Coordinating Group (NWCG) qualified contractors for Calendar Years 2023, 2024, and 2025 turn-key prescribed fire management services.**

II. PROJECT DESCRIPTION & SCOPE OF WORK

Project Description

The Program is requesting a multi-year proposal for prescribed fire management services during 2023, 2024, and 2025. The performance period will begin on April 1 through May 15 during a spring prescribed fire detail for each year of the contract period. The contractor must have sufficient availability during the six (6) week period to fully utilize weather windows that meet prescriptions for burns at Program habitat complexes which are distributed along a ninety mile reach of the Platte River in central Nebraska. A Fall prescribed fire detail is contingent on weather conditions and contractor availability which will be coordinated between the EDO and contractor on an annual basis at the same rates as a spring detail.

The Contractor will be responsible for lodging and all labor, materials, equipment, tools, transportation, and supplies required to complete the work. Fire management services will include, but are not limited



to, prescribed fire planning and implementation, fire-line preparation, post burn mop-up and monitoring, and if needed, wildfire suppression. Contractors must be able to provide their own equipment. Contractors must also be available respond to any issues that may arise after each prescribed burn is complete. These issues could include: smoke management problems, mop-up concerns, post-burn monitoring needs, or escapes. This response must occur during the same day of contact by the Rural Fire Protection Districts local fire chief with jurisdiction over the burn unit or EDO staff and must include the appropriate personnel, equipment or contingency measures.

Scope of Work

Habitat Complexes

Program lands are generally organized into approximately 1,000 to 3,000 acre blocks referred to as habitat complexes. There are eight habitat complexes distributed across the project area, containing the majority of land to be burned on an annual basis (**Figure-1**). We anticipate burning approximately 1,000 -2,000 acres annually across all habitat complexes. Burn unit boundaries will be identified and provided to the contractor during February of each year for planning purposes. The following description generally apply to areas that will be burned:

- Most burn blocks on these tracts have been burned once over the last five to ten years; stand types are primarily lowland, tall grass prairie that have been heavily invaded with introduced cool-season grasses and often include natural riparian forest;
- Most burn units have a history of grazing and/or haying;
- Fire-lines are often limited to roads, ditches, mowed/hayed lines and river/ slough edges; contractors should be comfortable burning from these features; additional fire-line establishment must be authorized by the PRRIP Land Coordinator.
- Smoke Management will be a priority concern for the contractor. All units are located within close proximity to Interstate 80, communities and farmsteads. Contractors will be cautious in utilizing appropriate wind speed and directions to prevent conflicts/ accidents due to prescribed fire operations and smoke.

The following sections of the scope of work provide specific information about each habitat complex. ***Specific burn units are NOT identified on these maps and will be provided to contractor in February of each year.***

Plum Creek Complex

Contractors should be aware of the following points:

1. Plum Creek Complex is located less than 1 mile to the south of Interstate 80 between the towns of Lexington and Overton, NE.
2. Plum Creek Complex is approximately 722 acres, contains 2 tracts of land and is 2 miles long with the majority of the land located on the south side of the Platte river; mostly grassland fuels; There is 1 additional wetland tract, approximately 100 acres, located in close proximity to the southwest of the complex(**Figure-2**).
3. Tract 2012004 is located in the Lexington Volunteer Fire Department Jurisdiction and Tracts 2009003 and 2009007 are located in the Overton Volunteer Fire Department Jurisdiction. (**Figure-11**).



Cottonwood Ranch Complex

Contractors should be aware of the following points:

1. Cottonwood Ranch Complex is located less than 1 mile to the south of Interstate 80 between the towns of Overton and Elm Creek, NE.
2. Cottonwood Ranch Complex is approximately 3,528 acres, contains 3 tracts of land and is 4 miles long with the majority of the land located on the south side of the main channel of the Platte river; mostly grassland fuels; There is 1 additional wetland tract, approximately 153 acres, located in close proximity to the northwest of the complex (**Figure-3**).
3. Tracts 2008002, 2010001, 2009006 and 2013001 are located in the Overton Volunteer Fire Department. (**Figure-11**).

Elm Creek Complex

Contractors should be aware of the following points:

1. Elm Creek Complex is located less than 1/4 mile to the south of Interstate 80 between the towns of Elm Creek and Odessa, NE.
2. Elm Creek Complex is approximately 1,555 acres, contains 9 tracts of land and is 2 miles long with 4 tracts being located on the north side of the Platte river and the others are located on the south side of the Platte river. (**Figure-4**).
3. Tracts 2009002, 2009005, 2012001 and 2012002 are located in the Elm Creek Volunteer Fire Department Jurisdiction (**Figure-11**).

Pawnee Complex

Contractors should be aware of the following points:

1. The Pawnee Complex is located less than 1/4 mile to the south of Interstate 80 between the town of Odessa, NE and Kearney, NE.
2. The Pawnee Complex is approximately 467 acres, contains 2 tracts of land and is 2 miles long. Both tracts are located on the south side of the Platte river (**Figure-5**).
3. Tracts 2014002 and 2015002 are located in the Kearney Volunteer Fire Department Jurisdiction (**Figure-11**).

Fort Kearny Complex

Contractors should be aware of the following points:

1. The Fort Kearny Complex is located less than 1/4 mile to the south of Interstate 80 and is located between 2 channels of the Platte River near the town of Kearney, NE and Highway 10.
2. The Fort Kearny Complex is approximately 2,130 acres, contains 7 tracts of land and is 5 miles long. (**Figure-6**).
3. Tracts 2008001, 2009001, 2009004, 2010003, 2012003, and 2015001 are located in the Kearney Volunteer Fire Department Jurisdiction (**Figure-11**).



Clark Island Complex

Contractors should be aware of the following points:

1. The Clark Island Complex is located less than 1/4 mile to the south of Interstate 80 and is located between 2 channels of the Platte River near the town of Gibbon, NE and Shelton, NE.
2. The Clark Island Complex is approximately 771 acres, contains 1 tract of land and is 2 miles long. **(Figure-7).**
3. Tract 2018001 is located in the Gibbon Volunteer Fire Department Jurisdiction **(Figure-11).**

Shoemaker Island Complex

Contractors should be aware of the following points:

1. Shoemaker Island Complex is located less than 1/2 mile to the south of Interstate 80 between 2 channels of the Platte River near the towns of Wood River and Alda, NE.
2. Shoemaker Island Complex is approximately 1,063 acres, contains 1 tract of land and is 3 miles long **(Figure-8).**
3. Tract 2010004 is located in the Wood River Volunteer Fire Department Jurisdiction **(Figure-11).**

Chapman Complex

Contractors should be aware of the following points:

1. Chapman Complex is located 3 miles to the south of Highway 30 within the main channel of the Platte River near the towns of Chapman and Phillips, NE.
2. Chapman Island Complex is approximately 1,146 acres, contains 3 tracts of land and is 2.7 miles long **(Figure-9).**
3. These tracts are located in the Chapman, Marquette, and Phillips Volunteer Fire Department Jurisdictions **(Figure-11).**

Smoke Sensitive Areas:

The tracts are primarily located in rural landscape with scattered farmsteads however they are near interstates, major highway(s), and/or populated areas.

Communities at Risk:

Nine communities exist within the PRRIP project area which extends east from Lexington to Chapman **(Figure-10)**. Their proximity to PRRIP properties makes them vulnerable to smoke and other hazards related to wildfire and prescribed burning. Additional outlying communities that may also be affected by smoke include Bertrand, Loomis, Holdrege, Funk, Axtell, Minden, Heartwell, Kenesaw, Juniata, Hastings, Doniphan, Cairo, Riverdale, Amherst, and Miller **(Figure-10)**.

Wildfire Suppression and Escaped Prescribed Fires:

In the event of an escaped prescribed fire originally ignited by the contractor, contractors may be responsible for coordinating with and working under the direction of the Rural Fire Protection Districts local fire chief with jurisdiction over the area on containment, mop-up and monitoring issues until fire is called out by the appropriate agency **(Figure-11)**. During this process contractors may be responsible for paying suppression costs charged for fire suppression and may be required to conduct work or provide assistance without compensation by the PRRIP.



Long-Term Mop-Up, Smoke Management, and Re-Burn Situations:

Compliance with smoke management guidelines are voluntary in Nebraska, however, the Contractor shall make every effort to meet them. All prescribed fire plans shall address smoke management as a primary issue and prescription parameter. Contractors may be required to conduct long-term mop-up, monitoring and smoke management procedures without compensation. This may occur if PRRIP personnel determine a lack of due diligence and planning occurred before ignition began or if proper procedures were not taken to mop-up and secure fire after ignition was completed.

Submittals:

Prescribed Burn Plans - Burn plans must be developed by a NWCG qualified Rx Burn planner prior to the proposed burn date. Plans will be written on a NWCG approved burn form or an alternative form approved by the PRRIP Land Coordinator. The prescribed burn plan shall be in accordance with Nebraska Statutes subsection 81-520.01 and 81-520-02. **Fully completed, legible, plans with a copy of the open burn permit will be delivered to the PRRIP Land Coordinator within five business days following the completion of each burn.** These plans must be signed by the Burn Manager. Plans can be scanned and e-mailed, faxed or hand delivered. They must include all actual weather data recorded on the day of the burn and any other planning notes recorded before or during the burn.

The Burn Manager will follow the PRRIP Weather Parameter Standards (**APPENDIX–A**) when planning and implementing prescribed burns. Fire weather forecasts for the appropriate county containing the burn site will be used the day of the burn. These are available from the following National Weather Service online sources:

Hastings:

<http://www.crh.noaa.gov/gid/?n=firewx>

North Platte:

<http://www.crh.noaa.gov/lbf/forecasts/firewx/firewx.php>

A copy of these forecasts must accompany the burn plan when submitted to the PRRIP.

The PRRIP requires that contractors keep good records of all pre-burn planning and site evaluation measures as well as actual firing techniques used during prescribed burn implementation. This includes full documentation of information such as: burn purpose and objective, forecasted and actual weather conditions, spot weather forecasts, soil moisture conditions (including soil saturation and depth to water in wetlands), days since rain, amount of rain received on the actual burn block, Keetch-Byram drought index (KBDI), etc. This information should be included in the burn plan or as an attachment.

The burn purpose and burn objective will be determined by PRRIP staff. This information will be conveyed to contractors before the burn is implemented to help with burn plan development. In general, the burn purpose will describe an overall goal such as site preparation or hazard reduction and the burn objective will identify a specific, measurable, parameter such as remove 75% of available fuels or top-kill 50% of trees less than three (3) inches diameter at breast height (DBH).

Prior to the burn, the Burn Manager will evaluate the site to determine the type of ignition methods, firing techniques and weather conditions needed to meet the pre-determined objective, safely conduct the



burn, and minimize negative effects such as duff ignition/soil damage, crown scorch, or smoke management problems. This information will be included in the burn plan.

A copy of the burn plan and a site map showing the burn area location, fire-lines, roads, and natural features shall be in the possession of the Burn Manager at the time of the burn. PRRIP staff will provide the Burn Manager with a map and/or ground location point of any areas personnel should avoid. PRRIP staff may instruct personnel to avoid disking, plowing or igniting fires in these areas. These sites may contain historical resources, threatened and endangered plant or animal locations, public use facilities or exotic plant infestations.

Contractors will notify the PRRIP Land Coordinator as soon as possible but at least within 24 hours if the following circumstances occur after the burn has been completed: 1) fire has escaped, 2) burn objectives were not met or 3) negative conditions or smoke management problems occurred.

Prescribed Burn Notification - By 5:00 PM one day prior to ignition or by 8:00 AM the day of the burn, the Burn Manager responsible for conducting the burn will notify the PRRIP Land Coordinator by **e-mail** indicating the location of the burn area (Section, Township, Range), the tract name/number, the county where the burn will be conducted, and the approximate acreage planned.

Implement Burn Plans – Prescribed fires on PRRIP lands are required to be conducted in compliance with Nebraska Statutes subsection 81-520.01 and 81-520-02 and any other applicable laws. The Contractor shall monitor all burn units and to determine when a unit is in prescription. All prescribed fires will also be conducted in compliance with all aspects of the PRRIP Prescribed Fire Standards (**APPENDIX-A**).

Fireline installation will follow guidelines identified in the PRRIP Fireline Standards (**APPENDIX-B**).

Escaped Prescribed Fires - In the event of an escaped prescribed fire, contractors shall initiate suppression actions, contact directly affected parties, Rural Fire Protection Districts local fire chief with jurisdiction over the area, and then notify the PRRIP Land Coordinator. In general, the PRRIP Land Coordinator will lead all discussions with affected parties. The Burn Manager responsible for conducting the burn should document the conditions of the escape using photos, GPS data, maps, and a written narrative describing the incident including any adverse results and any lessons learned or measures that could be taken in the future to prevent another incident. Any involvement from the local fire department with jurisdiction over the area to contain the escape should also be documented. Written or email communication outlining the general details of the incident should be sent to the PRRIP Land Coordinator within 48 hours. A full report documenting all the above information should be submitted to the PRRIP within one week following the incident.

Shapefiles – Before a burn is conducted, the PRRIP will provide contractors with GIS shapefiles of areas to be burned. After the burn is complete, contractors must submit a shapefile showing the areas that were actually burned. These shapefiles must be included with each invoice. To receive payment, the acreage identified in shapefiles must be identical to the acreage listed on the invoice to the nearest 1/10 acre. Shapefiles will be projected to: NAD 1983 Nebraska State Plane Feet. The PRRIP will field verify and pay based on this acreage.



Equipment Information:

Minimum Wildland Engine Specifications: Wildland engines used by contractors on PRRIP burns must meet or exceed all equipment specifications of the National Wildfire Coordinating Group (NWCG) for Type 6 engines, with the added requirements of four-wheel drive (4X4) and foam proportioner. Type 6 specifications include: minimum tank size of 150 gallons; a pump rated at 50 gallons per minute (GPM) @ 100 pounds per square inch (PSI); a hose and reel with a minimum of 50' of 1" hose; 300' feet of additional 1" hose; fire hydrant adapters and the ability to draft water.

On most burns, contractors will need to have a minimum of one engine and two UTV units on site.

Contractors are also required to provide all personal protective equipment (PPE) listed in the Program's Prescribed Fire Standard under Training and Safety Requirements (National Wildfire Coordinating Group (NWCG) Standard). (**APPENDIX – A**)

III. PROJECT BUDGET

Contractors will submit a mobilization/demobilization cost, administration cost and per-acre cost for prescribed fire services. Contractor compensation will be based on the number of acres burned during the performance period.

IV. FIELD AND OFFICE EQUIPMENT

Potential Contractors will own or acquire all field and office equipment and software required to provide prescribed fire management services.

V. CONTRACT TERMS

The selected Contractor will be retained by: Nebraska Community Foundation
PO Box 83107
Lincoln, NE 68501

The Contractor will be subject to (but not limited to) the following contract terms:

Certification/Training Requirements: See certification and training requirements in Appendix A.

Insurance Requirements: If awarded, contractor shall represent and guarantee that all employees, agents, servants or representatives of contractor, and all employees, agents, servants, or representatives of subconsultants are covered by insurance as required by Nebraska Statute. Prior to entering into contract with PRRIP, contractor shall furnish PRRIP with certificates of insurance, naming PRRIP as named or additional insured without waiving any defense of sovereign immunity or increasing the limits of PRRIP's liability in excess of Nebraska State Statute for item (3) below, providing evidence that contractor has in full force and effect the following minimum insurance with insurers authorized to do business in the State of Nebraska. The certificate of insurance shall also provide that PRRIP shall be notified in writing by the carrier at least 30 days prior to any cancellation of said insurance.

1. **Commercial General Liability Insurance** – Contractor insurance 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 \$2,000,000.00 aggregate and \$1,000,000.00 per occurrence.

2. **Business Automobile Liability Insurance** – Contractor shall maintain automobile liability insurance in an amount not less than \$1,000,000.00 per occurrence.
3. **Workers’ Compensation and Employers’ Liability Insurance** – Contractor insurance shall include “Stop Gap” coverage in an amount not less than \$500,000.00 per employee for each accident and disease.
4. **Professional Liability Insurance** – Contractor insurance shall cover damages arising out of negligent acts, errors, or missions committed by the Contractor in the performance of this Agreement, with a liability limit of not less than \$1,000,000 per claim.

Contractor Liability: If a wildfire occurs as the result of the Contractor’s failure to follow the approved Prescribed Fire Plan, the Contractor shall be liable for all damages and all costs for labor, subsistence, equipment, supplies, and transportation deemed necessary to control the escaped fire and repair/replace all PRRIP, personal and/or non-federal public property.

Open Burning Permits: A burning permit from the Rural Fire Protection Districts fire chief with jurisdiction over the area to be burned is required. Names and contact information of the local fire chief will be available and it will be the responsibility of the Burn Manager to make contact with the fire chief, present the written burn plan and obtain a signed copy of the “Open Burning Permit.” A copy of this burn permit must be provided to PRRIP with the final copy of the burn plan for each burn unit.

VI. SUBMISSION REQUIREMENTS

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

Instructions for Submitting Proposals

One original and two (2) copies of your proposal and supporting documentation must be submitted by mail to Tim Tunnell *no later than 12:00 PM Central Time Tuesday, January 31, 2023*. A proposal is late if received after that time and will not be considered. Proposals should be submitted to:

Platte River Recovery Implementation Program
Attention: Tim R. Tunnell, Land Coordinator
4111 4th Avenue, Suite 6
Kearney, NE 68845

Questions regarding the information contained in this RFP should be submitted to Tim Tunnell at tunnellt@headwaterscorp.com. A list of compiled Contractor questions and responses will be maintained on the Program web site (www.PlatteRiverProgram.org) in the same location as this RFP solicitation.



RFP Schedule

The EDO expects to complete the selection process and award the work by approximately February 10, 2023. The following table represents the RFP schedule:

Description	Date	Time (Central)
Issue RFP	January ??, 2023	NA
Pre-proposal meeting	January ??, 2023	1:00 PM
Last day for respondents to submit questions regarding the RFP	January ??, 2023	12:00 PM
Proposals due from respondents	January 31, 2023	12:00 PM
Evaluation of proposals	February 1, 2023 - February 8, 2023	
Award of Work	On February 10, 2023	
Start of Work	Approximately April 1 each year	
Completion of Work	Approximately May 15 each year	

Pre-Proposal Meeting

A **mandatory** pre-proposal meeting of interested parties will be held on January ??, 2023 from 1:00 to 2:00 p.m. Central Time via conference call for the purpose of familiarizing the respondents with the work scope and requirements included herein before submitting a response to this RFP. Please email Tim Tunnell (tunnellt@headwaterscorp.com) for the conference call dial-in information along with a list of people from your party expected to join in the pre-proposal conference call by 12:00 p.m. central time on January ??, 2023.

It is the Consultant's responsibility, while at the pre-proposal meeting/conference call, to ask questions necessary to understand the RFP so the respondent can submit a proposal that is complete and in accordance with RFP requirements. There shall be no minutes distributed by the EDO regarding the meeting.

Proposal Content

Proposals must include the following contents and documentation:

- 1) **Executive Summary** – presents a brief firm overview that condenses and highlights the contents of the proposal in such a way as to provide a broad understanding of the Contractor's qualifications and proposal.
- 2) **Project Understanding** – demonstrates the Contractor's understanding of project objectives and identifies issues critical to project success.
- 3) **Project Approach** – documents how the Contractor would organize and execute the scope of work detailed in this RFP and provides project team organization, certifications, and responsibilities and specifies which team members will work on each specific task.
- 4) **Equipment** – list that includes all equipment that would be mobilized for this project.



- 5) **Description of insurance** – Proof of insurance will be required before a contract is issued. Minimum insurance requirements are described in Section V.
- 6) **Affirmative Statement** – neither the firm nor the principals of the firm are on the federal suspended and disbarred list. A DUNS¹ and SAM² number are required to assist in verification.
- 7) **Cost Rate Per Acre for Prescribed Fire Implementation** – complete attached form.
- 8) **Qualifications and Project Experience** – relevant to this project including the involvement/role of the proposed team in those projects. Complete attached form.
- 9) **References** – complete attached form.

Criteria for Evaluating Proposals

The GC will appoint a Proposal Selection Panel that will evaluate all proposals and select a Consultant based on the following principal considerations:

1. Understanding of the overall objectives of the project and approach to meeting those objectives.
2. Qualifications and experience completing comparably sized prescribed burn projects safely and in a timely manner.
3. The number/type of qualified personnel/equipment proposed to be dedicated to the project.
4. Ability to provide turn-key prescribed burns services.
5. Price proposal.

The winning proposal will be selected to best meet overall project objectives. Should the successful Proposers be unable at any time to accomplish the work they have been contracted for or meet any of the requirements or standards listed in this Proposal, the next ranked Contractor may be contacted to provide the required work.

Award Notice

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

Program Perspective

The Program GC has the sole discretion and reserves the right to reject any and all proposals received in response to this RFP and to cancel this solicitation if it is deemed in the best interest of the Program to do so. Issuance of this RFP in no way constitutes a commitment by the Program to award a contract, or to pay Contractor's costs incurred either in the preparation of a response to his RFP or during negotiations, if any, of a contract for services. The Program also reserves the right to make amendments to this RFP by

¹ <https://www.dnb.com/duns-number.html>

² <https://federalcontractorregistry.com/>



giving written notice to Contractors, and to request clarification, supplements, and additions to the information provided by a Contractor.

By submitting a proposal in response to this solicitation, Contractors understand and agree that any selection of a Contractor any decision to reject any or all responses or to establish no contracts shall be at the sole discretion of the Program. To the extent authorized by law, the Contractor shall indemnify, save, and hold harmless the Nebraska Community Foundation, the states of Colorado, Wyoming, and Nebraska, the Department of the Interior, members of the GC, and the EDO, their employees, employers, and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor or its employees, agents, sub-Contractors, or assignees pursuant to the terms of this project. Additionally, by submitting a proposal, Contractors agree that they waive any claim for the recovery of any costs or expenses incurred in preparing and submitting a proposal.

VII. PROPOSAL RESPONSE FORMS

The following forms are to be submitted as part of Contractor proposals:



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
2023-2025 Prescribed Fire Management Services Cost Rate

Lump sum rates will include all pre-burn planning (burn unit reconnaissance, burn plan development, obtaining burn permit from appropriate fire department, neighbor notifications), fire-line preparation, and mobilization. Per-acre rates will include ignition and stand-by time, mop-up and monitoring time (within the first 24 hours after ignition is complete) as well as all other labor, materials, equipment, tools, transportation, equipment mobilization, and supplies required to complete the work.

The Contractor is required to submit unit prices for all work Items below.

Item No.	Description	Unit	Unit Price
001	Mobilization ³	LS	\$ _____
002	Prescribed Fire Administration ⁴	LS	\$ _____
003	Prescribed Fire Implementation ⁵	AC	\$ _____

³ Item includes costs to mobilize all personnel and equipment needed to complete the work from contractor's base of operations to NE at the termination of the performance period.

⁴ Item includes burn unit reconnaissance, burn plan development, obtaining burn permit from appropriate fire department, and neighbor notifications for each unit.

⁵ Item includes cost of labor for fully equipped NWCG crew for a prescribed burning detail within PRRIP project area. This includes ignition and stand by time, mop up and monitoring time within the first 24 hours after ignition is complete on each unit. Item also includes all materials, equipment, tools, transportation, fuel and supplies to complete the work for a prescribed burning detail.



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
Qualifications and Project Experience

COMPLETED PROJECT: _____

AGENCY/COMPANY: _____

CONTACT: _____ TELEPHONE: _____

START DATE: _____ COMPLETION DATE: _____
(month/year) (month/year)

NUMBER OF ACRES RESPONSIBLE FOR BURNING/YEAR: _____

DESCRIPTION OF STAND TYPE(S)/FUEL LEVEL(S) BURNED: _____

IGNITION METHOD(S) USED: _____

TOTAL ACRES BURNED: _____

CERTIFIED PRESCRIBED BURN MANAGER(S) ASSIGNED TO PROJECT: _____

COMPLETED PROJECT: _____

AGENCY/COMPANY: _____

CONTACT: _____ TELEPHONE: _____

START DATE: _____ COMPLETION DATE: _____
(month/year) (month/year)

NUMBER OF ACRES RESPONSIBLE FOR BURNING/YEAR: _____

DESCRIPTION OF STAND TYPE(S)/FUEL LEVEL(S) BURNED: _____

IGNITION METHOD(S) USED: _____

TOTAL ACRES BURNED: _____



CERTIFIED PRESCRIBED BURN MANAGER(S) ASSIGNED TO PROJECT: _____

COMPLETED PROJECT: _____

AGENCY/COMPANY: _____

CONTACT: _____ TELEPHONE: _____

START DATE: _____ COMPLETION DATE: _____
(month/year) (month/year)

NUMBER OF ACRES RESPONSIBLE FOR BURNING/YEAR: _____

DESCRIPTION OF STAND TYPE(S)/FUEL LEVEL(S) BURNED: _____

IGNITION METHOD(S) USED: _____

TOTAL ACRES BURNED: _____

CERTIFIED PRESCRIBED BURN MANAGER(S) ASSIGNED TO PROJECT: _____

COMPLETED PROJECT: _____

AGENCY/COMPANY: _____

CONTACT: _____ TELEPHONE: _____

START DATE: _____ COMPLETION DATE: _____
(month/year) (month/year)

NUMBER OF ACRES RESPONSIBLE FOR BURNING/YEAR: _____

DESCRIPTION OF STAND TYPE(S)/FUEL LEVEL(S) BURNED: _____

IGNITION METHOD(S) USED: _____

TOTAL ACRES BURNED: _____



91 CERTIFIED PRESCRIBED BURN MANAGER(S) ASSIGNED TO PROJECT: _____
92 _____
93 _____



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
References

(Names/address/telephone of three clients who can attest to your experience as it relates to the services you are proposing.)

FIRM NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____

EMAIL: _____

FIRM NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____

EMAIL: _____

FIRM NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____

EMAIL: _____



APPENDIX A

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

PRESCRIBED FIRE STANDARDS

INTRODUCTION

These Standards are designed to define procedures to be used by personnel involved in the planning, reviewing, approving and implementing of prescribed fire on Platte River Recovery Implementation Program (PRRIP) property.

GUIDELINES

1. Prescribed Fire Implementation

Prescribed fires on PRRIP lands are required to be conducted in compliance with Nebraska Statutes subsection 81-520.01 and 81-520-02 and any other applicable laws.

Fireline installation and plowing will follow guidelines identified in the PRRIP Fireline Standards document (Appendix B).

By 5:00 PM one day prior to ignition or by 8:30 AM the day of the burn, the Burn Manager responsible for conducting the burn will notify the PRRIP Land Coordinator by **e-mail** indicating the location of the burn area (Section, Township, Range), the tract name, the county where the burn will be conducted, and the approximate acreage planned. In the event of an escaped prescribed fire, contractors should initiate suppression actions, contact local fire chief with jurisdiction over the area, and then notify the PRRIP Land Coordinator. If the escape impacts private property, the landowner should be contacted by the PRRIP Land Coordinator. The Burn Manager responsible for conducting the burn should document the results of the escape using photos, GPS, maps, and a written narrative describing the incident including any adverse results; any involvement from local fire department with jurisdiction over the area to contain the escape should also be documented. Written communication outlining the general details of the incident should be sent to the PRRIP Land Coordinator within 48 hours. A full report documenting the all the above information should be submitted within one week following the incident.

2. Prescribed Burn Manager Requirements

All prescribed fires on PRRIP land will be managed by a NWCG Certified Prescribed Burn Manager as defined in the Wildland Fire and Prescribed Fire Qualification System Guide published by the National Wildfire Coordinating Group (NWCG), Publication Numbers PMS 310-1 and NFES 1414 (January 2009) and shall have detailed functional knowledge and specialized experience with prescribed burning in grassland fuels. The certified Burn Manager must be present on site at all times during burn operations. An updated copy of the Burn Manager's current certification status card must be provided to the PRRIP Land Coordinator prior to ignition. All required personnel, equipment, firebreaks and permits as established by law must also be accounted for prior to ignition.

3. Training/Safety Criteria

Due to the inherent dangers of working with fire, minimum requirements must be implemented to ensure that personnel are adequately trained and equipped to participate in a prescribed fire. These minimum requirements apply to all participants involved in prescribed fire on PRRIP lands including PRRIP personnel, burn contractors, cooperators from other agencies and students. The Contractor shall



ensure that all of his personnel are qualified to perform the duties of ignition, holding, patrol and mop-up as defined in the Wildland Fire and Prescribed Fire Qualification System Guide published by NWCG, Publication Numbers PMS 310-1 and NFES 1414 (January 2009).

Personal Protection Equipment:

The Contractor shall ensure that all crew members arrive at the work site with required personal protective clothing and equipment, including: a serviceable National Fire Protection Association (NFPA) approved fire shelter; a NFPA approved hardhat; eye protection; hearing protection; NFPA approved flame resistant shirt and pants; NFPA approved leather gloves; and heavy-duty, leather, laced boots with non-skid soles and tops at least eight inches high. The Contractor shall ensure the personal protective clothing and equipment is operable and maintained in good repair. All personnel shall wear personal protective clothing and equipment during all burning and mop-up operations. All personnel on a burn site must have two-way radio communications with the Burn Manager and required suppression equipment. Contractors are also encouraged to obtain radios that are programmable.

4. Prescribed Burn Purpose/Objectives

The burn purpose and objective for each prescribed burn will be determined by PRRIP staff. This information will be conveyed to contractors before the burn is implemented to help with burn plan development. In general, the burn purpose will describe an overall goal such as site preparation or hazard reduction and the burn objective will identify a specific, measurable, parameter such as remove 75% of available fuels. Prior to the burn, the Burn Manager will evaluate the site to determine the type of ignition methods, firing techniques and weather conditions needed to meet the pre-determined objective, safely conduct the burn, and minimize negative effects such as duff ignition/soil damage, crown scorch, or smoke management problems. This information will be included in the burn plan.

5. Prescribed Burn Plans

Burn plans will be written on a NWCG approved burn form or an alternative form approved by the PRRIP Land Coordinator. Fully completed, legible, burn plans will be delivered to the PRRIP Land Coordinator within one week following the completion of the burn. These plans must be signed by the Burn Manager. The Burn Manager will follow the PRRIP's Weather Parameter Standards (Appendix-A) when planning and implementing prescribed burns. Fire weather forecasts for the appropriate county containing the burn site will be used the day of the burn. These are available from the following National Weather Service online sources:

Hastings:

<http://www.srh.noaa.gov/jax/text.php?sid=JAX&pil=FWF>

North Platte:

<http://www.srh.noaa.gov/productview.php?pil=TAEFWFTAE&version=0>

A copy of these forecasts must accompany the burn plan when submitted to the PRRIP.

The PRRIP requires that contractors keep good records of all pre-burn planning and site evaluation measures as well as actual firing techniques used during prescribed burn implementation. This will include full documentation of information such as: burn purpose and objective, Forecasted and actual weather conditions, soil moisture conditions (including soil saturation and depth to water in wetlands), the location of heavy duff layers, days since rain, and amount of rain received on the actual burn block, Keetch-Byram drought index (KBDI), etc. This information should be included in the burn plan or as an



attachment. A copy of the burn plan and a site map showing the burn area location, firelines, roads, and natural features shall be in the possession of the Burn Manager at the time of the burn. PRRIP staff will provide the Burn Manager with a map and/or ground location point of any areas personnel should avoid. PRRIP staff may ask personnel to avoid disking, plowing or igniting fires in these areas. These sites may contain historical resources, threatened and endangered plant or animal locations, public use facilities or exotic plant infestations. Contractors will notify the PRRIP Land Coordinator within 24 hours if the following circumstances occur after the burn has been completed: 1) fire has escaped, 2) burn objectives were not met or 3) negative publicity or smoke management problems occurred.

6. GIS Requirements

Contractors must submit a shapefile showing acres burned with each invoice. To receive payment, the acreage identified in shapefile must be identical to the acreage listed on the invoice to the nearest 1/10 acre. PRRIP staff will field verify and make payment based on this acreage. Shapefiles will be projected to: NAD 1983 Nebraska State Plane Feet.

WEATHER PARAMETER STANDARDS

Relative Humidity	<ul style="list-style-type: none">• > or = 25%
Fine Dead Fuel Moisture	<ul style="list-style-type: none">• 6% Minimum• Based on predicted fine fuel moisture (from tables) or direct measurement
Wind Speed	<ul style="list-style-type: none">• Maximum mid-flame wind speed is 15 mph• Maximum forecast 20 ft wind speed is 18 mph
Category Day	<ul style="list-style-type: none">• Category II in rural areas unaffected by smoke• Category III when there are smoke sensitive areas downwind
KBDI	<ul style="list-style-type: none">• = or < 400
Palmer Drought Index	<ul style="list-style-type: none">• At least -1
Temperature	<ul style="list-style-type: none">• 90°F Maximum.
Smoke Management	<ul style="list-style-type: none">• 9 mph Minimum transport wind speed• 2,000 ft Minimum Mixing Height



APPENDIX B

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

FIRELINE STANDARDS

INTRODUCTION:

These Standards are designed to be used by contractors, cooperators and Platte River Recovery Implementation Program (PRRIP) employees in the planning, reviewing, approving and construction of firelines.

GUIDELINES:

A prescribed burn will not be conducted without adequate firebreaks surrounding the burn unit. The installation and maintenance of firelines along PRRIP ownership boundaries and main public use roads is primary while minimizing interior lines whenever possible. Natural and artificial firebreaks should be utilized before installing new lines. This will help minimize soil erosion, hydrologic alterations, and impacts on natural plant communities and historic or prehistoric resources. Types of natural firebreaks include: rivers, lakes, streams, wetlands, etc. Artificial firebreaks are existing disturbances, facilities or cleared areas that may include: firelines, roads, ditches, trails, utility easements, blacklines and foam.

PRRIP personnel must approve the establishment of new firelines prior to construction. This approval will consider justification of need and route of firelines. Consideration will be given to the effect of the proposed fireline route on hydrology. Fireline routes will also be assessed for threatened and endangered species, archeological sites, public access facilities and exotic plants to avoid disturbing or spreading these. The addition of new firelines should be considered only if necessary for accomplishing safe prescribed burning. When possible, firelines should be coupled with other types of firebreaks (natural/artificial) to minimize ground disturbance.

Prescribed fires that escape or become out-of-prescription are often subject to emergency plowing. On PRRIP land, the preferred method for controlling such a fire is with a brush truck or other water delivery vehicle or to let the fire burn to the nearest firebreak. If these methods cannot be safely and effectively implemented, a tractor and plow should be used for suppression purposes.

PROCEDURES:

Fireline Installation and Maintenance:

a) Fireline installation should not adversely impact listed plant or animal species, archeological resources, public use facilities such as bike or hiking trails, or enable the spread of exotic plant infestations. PRRIP staff will provide maps and/or ground location points of any areas to be avoided. These sites may contain historical resources, threatened and endangered plant or animal locations, public use facilities or exotic plant infestations.

b) The PRRIP requires that all fireline installation and maintenance work produce a flat line that does not contain berms that may block or channel water flow. Root mats or heavy vegetation should be spread out within the block to avoid fuel build-up along the edges.



The PRRIP prefers that firelines be reworked and maintained using a heavy duty (forestry) harrow. Firelines installed with a dozer blade or fire plow will be reworked to yield a flat line. The use of a fireplow or dozer blade to install a fireline must be approved by the PRRIP Land Coordinator.

c) If a fire plow is used to install a fireline, or control an escaped or out of prescription fire, the burn contractor must rework the plowed lines before demobilizing from site.

d) If a fireplow is used to control an escaped or out of prescription fire, plow depth should be no greater than required to expose mineral soil and stop the fire. A map of existing firebreaks, roads, natural features and avoidance areas should be in the possession of the plow operator and crew members at all times.

e) Firelines will not be constructed so that they create new travel corridors or paths through or around areas that are cabled, gated, or fenced. If a fire line is being installed along a public use road, disking must be off to one side of the road, but not in the ditch, to allow vehicles to continue to use the road.

f) Firelines should follow the contour of the land when possible, to avoid downslope erosion. Lines should be stabilized if subject to water flow by the use of water bars or turnouts.

g) Plow and harrow depth should be kept at the minimum possible at all times.

h) Width of exposed mineral soil should be 6 to 8 feet for interior lines after reworking.

i) Perimeter lines are critical to ensure that fires do not leave PRRIP lands and impact private property. They should be wider than interior lines and should be cleared 12 to 16 feet of trees and overhanging vegetation. Wider lines may be required because of adjacent property with heavy fuels or residential structures. Width of exposed soil should be 8 to 10 feet and the line must be reworked if newly plowed.

j) Wetlands should be avoided when installing firelines. A line running up to a wetland incorporating it as a fire break is the best method providing it does not act as a drain to channel water out of, or cause erosion into the wetland. Wetlands should be burned when it is possible to mimic the historical fire frequency and when it can be done without risk of an organic peat layer (duff) fire.



k) When connecting firelines to wetlands and other hydrologic features such as intermittent/perennial streams, rivers, lakes, sinkholes, etc., firelines should stop a minimum of 75 feet from the edge of these features. A wetline or handline can be used to tie in the remaining distance.

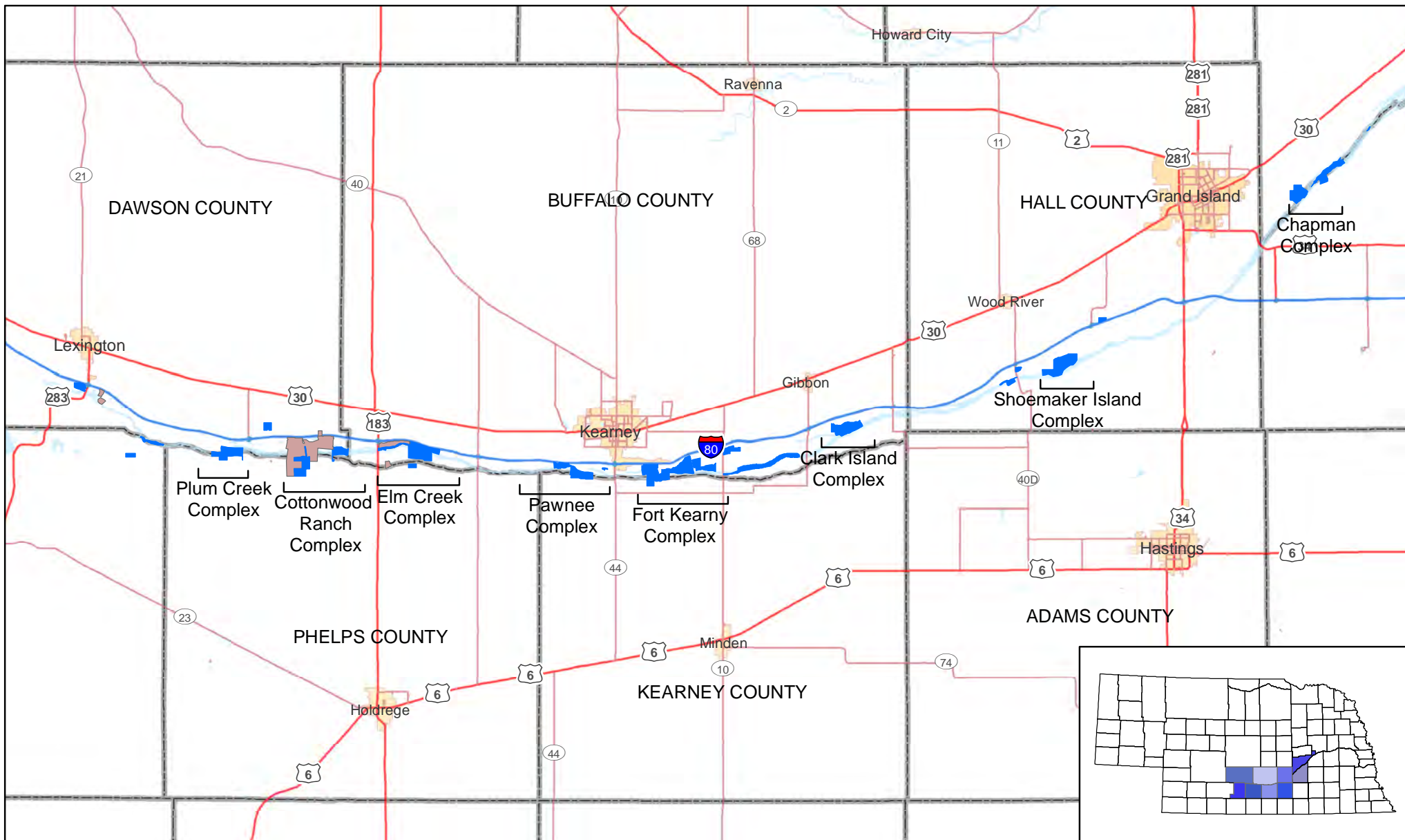
l) Firelines should not follow the edge of a natural plant community because it may disturb the ecotone and destroy rare plants that often occupy this zone.

m) Primary firelines such as tract boundaries should be maintained at least once a year by disking if needed. Adjacent areas may require mowing. When possible, fireline maintenance should occur during early growing season.



1
2

APPENDIX - C
FIGURES 1-11 (11 pages)



Legend

Property Boundary

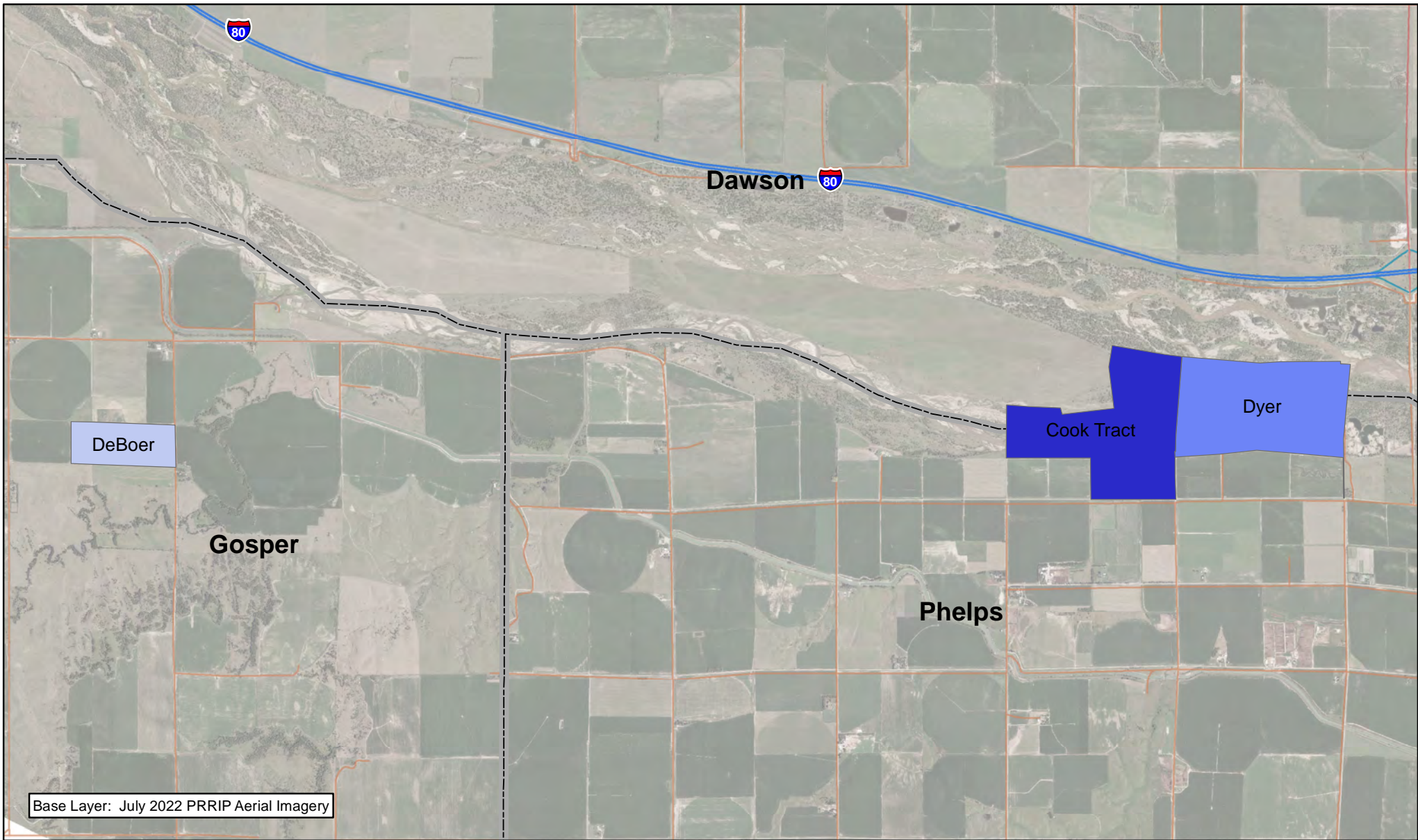
- PRRIP
- NPPD



0 20 Miles

HABITAT COMPLEXES

Figure 1




Legend

 County

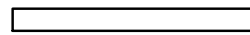
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 2009007

 2012004

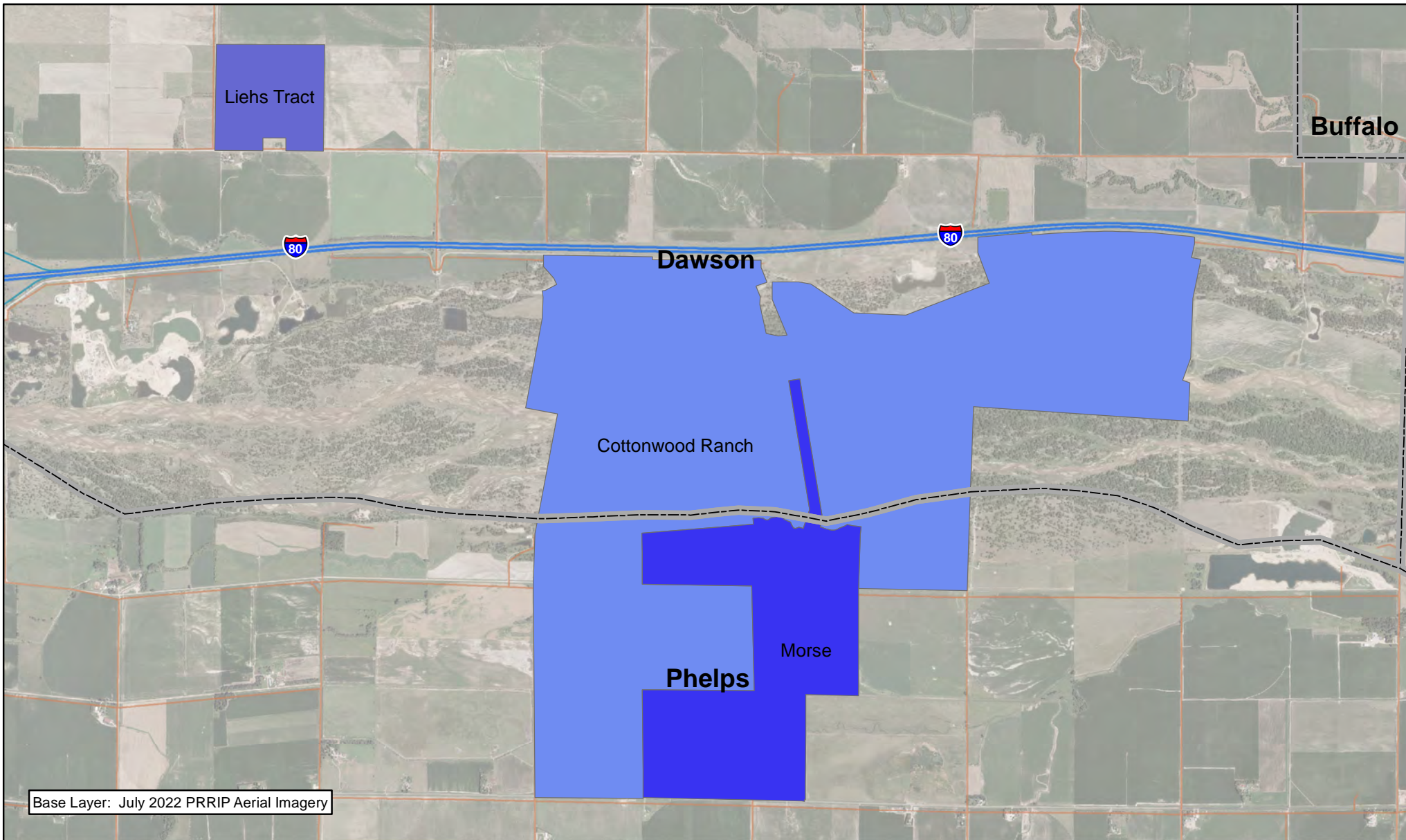


 Miles

1

PLUM CREEK
COMPLEX

Figure 2



Base Layer: July 2022 PRRIP Aerial Imagery



Legend



County

PRRIPTractNum



2008002



2010001



2013001

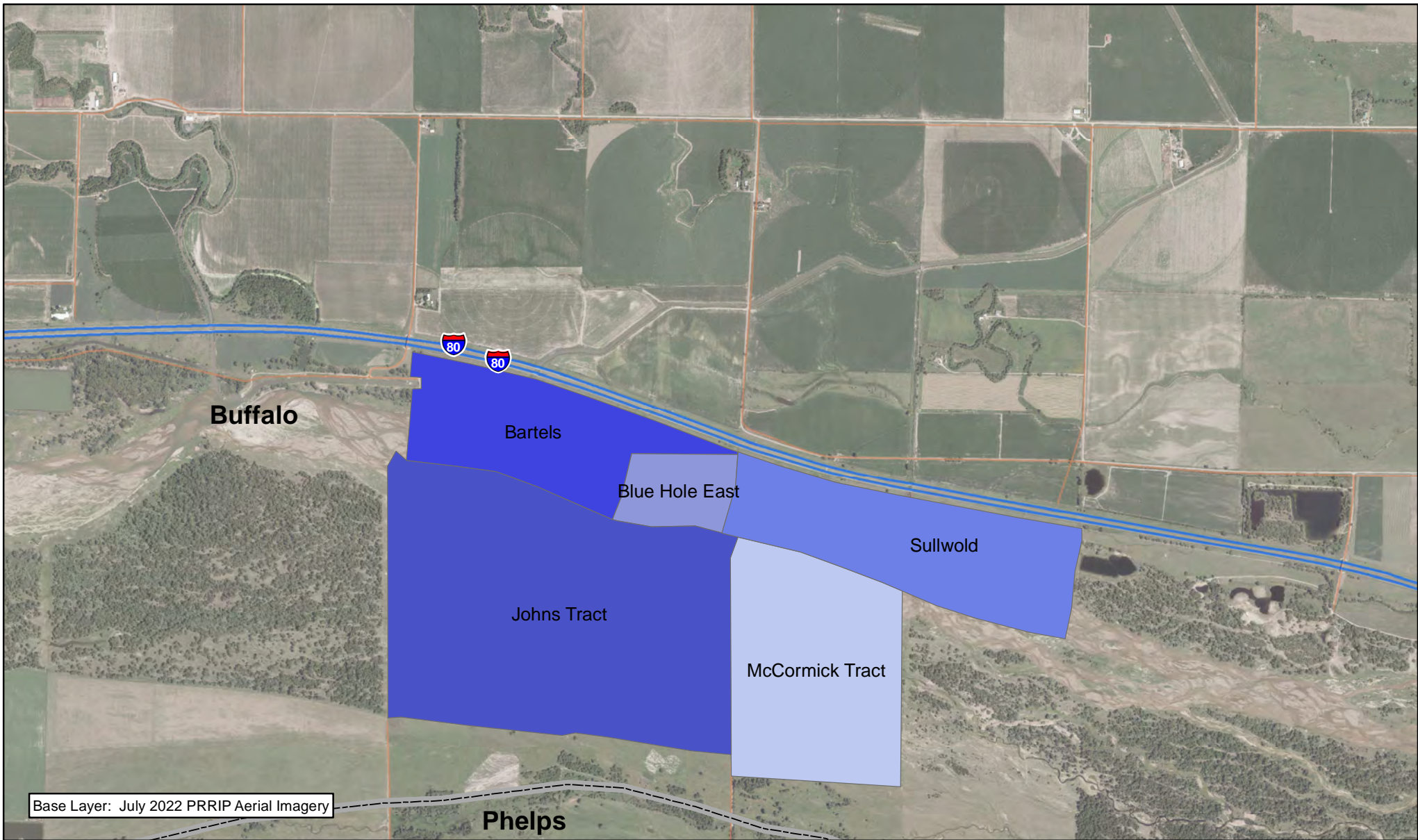


1 Miles

1

COTTONWOOD RANCH
COMPLEX

Figure 3








Base Layer: July 2022 PRRIP Aerial Imagery



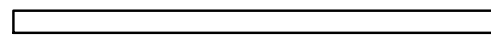
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PRRIPTractNum

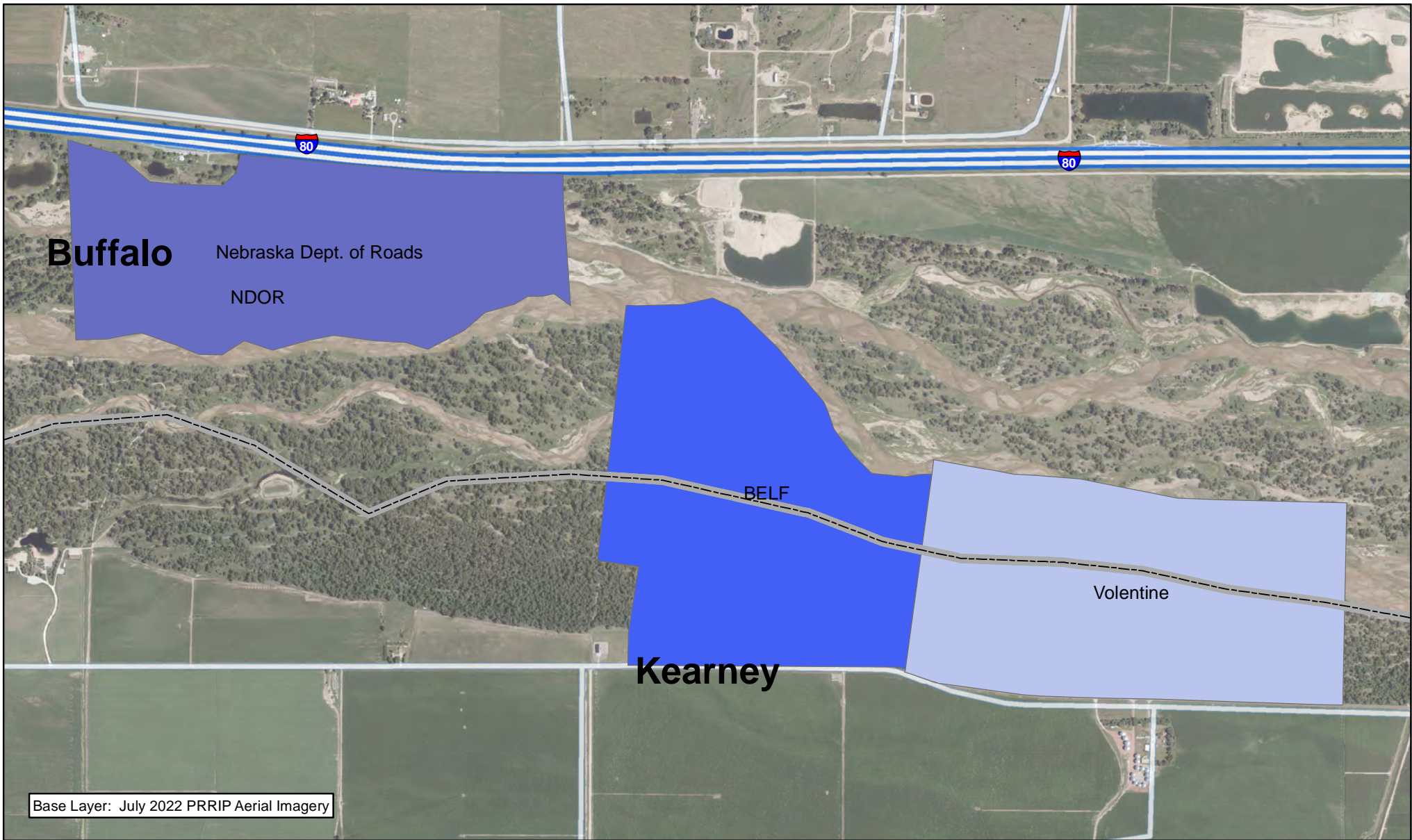
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-  2009005
-  2012001
-  2012002
-  2015003



 Miles
1

ELM CREEK
COMPLEX

Figure 4



Legend

 County

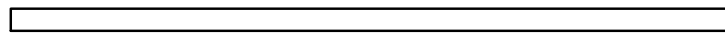
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 NE DOR

 2014002

 2015002

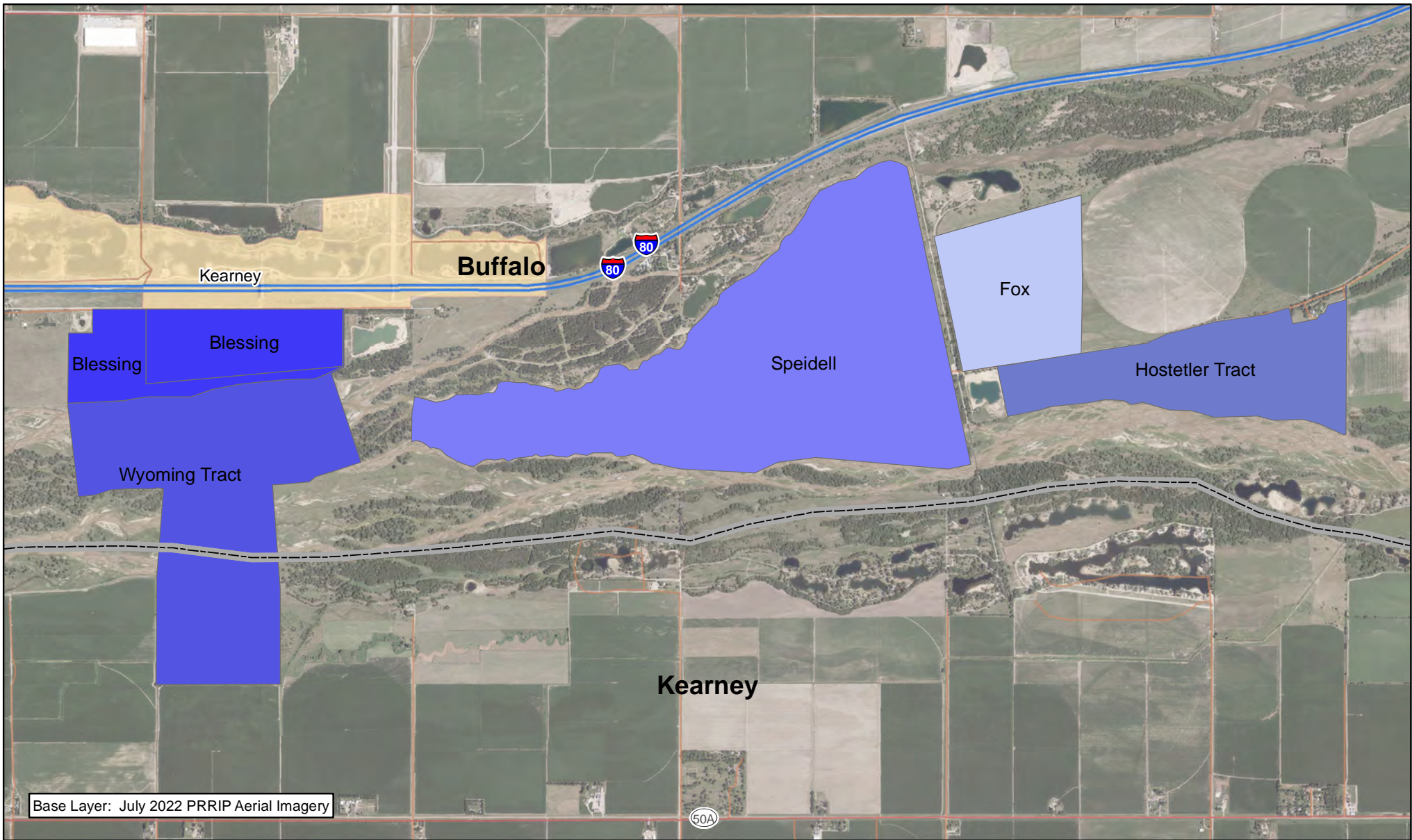


 Miles

1

PAWNEE
COMPLEX

Figure 5




Legend

 County

PRRIPTractNum

 2008001

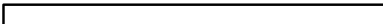
 2009001

 2009004

 2012003

 2015001

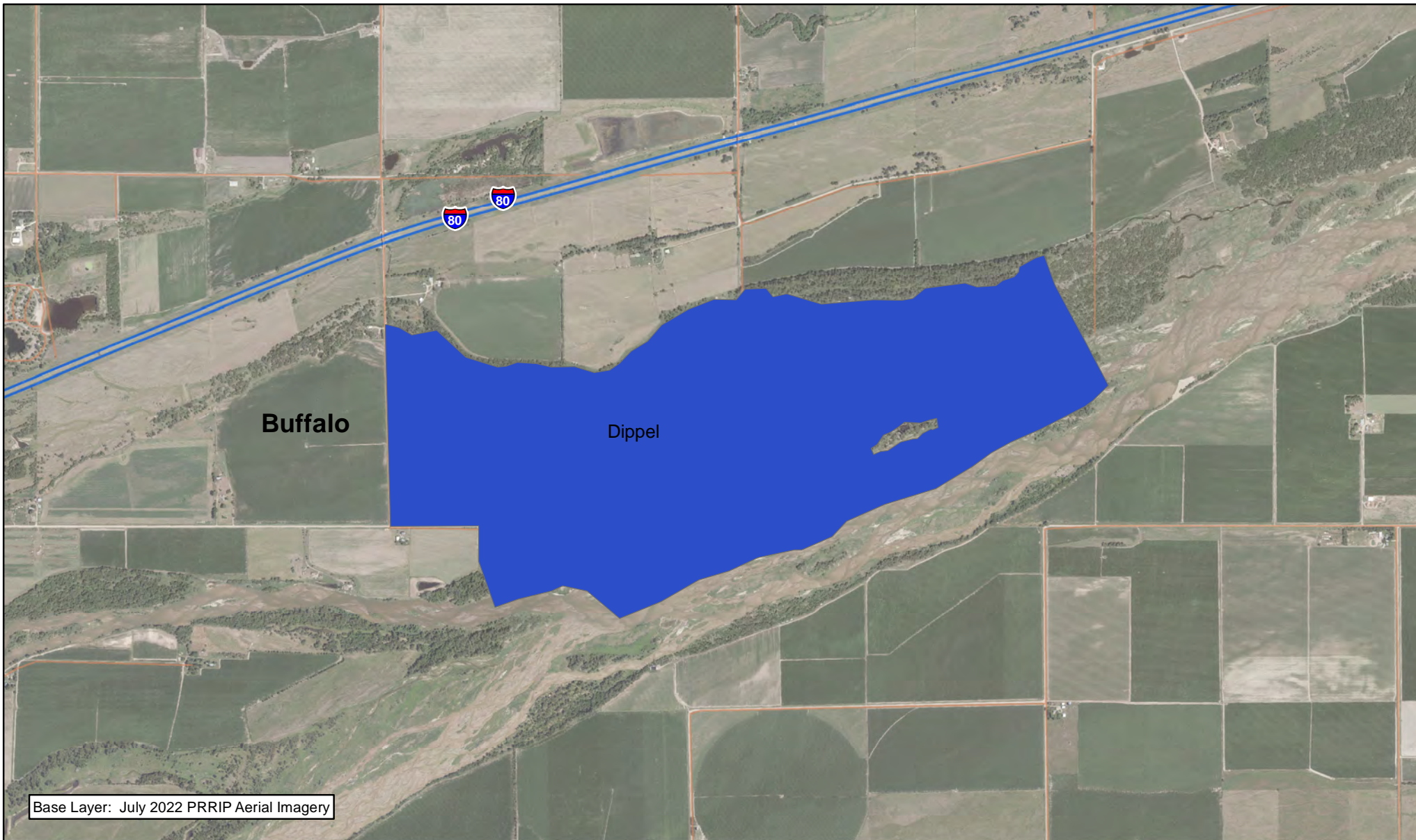


 Miles

1

FORT KEARNY
COMPLEX

Figure 6



Legend



County

PRRIPTractNum



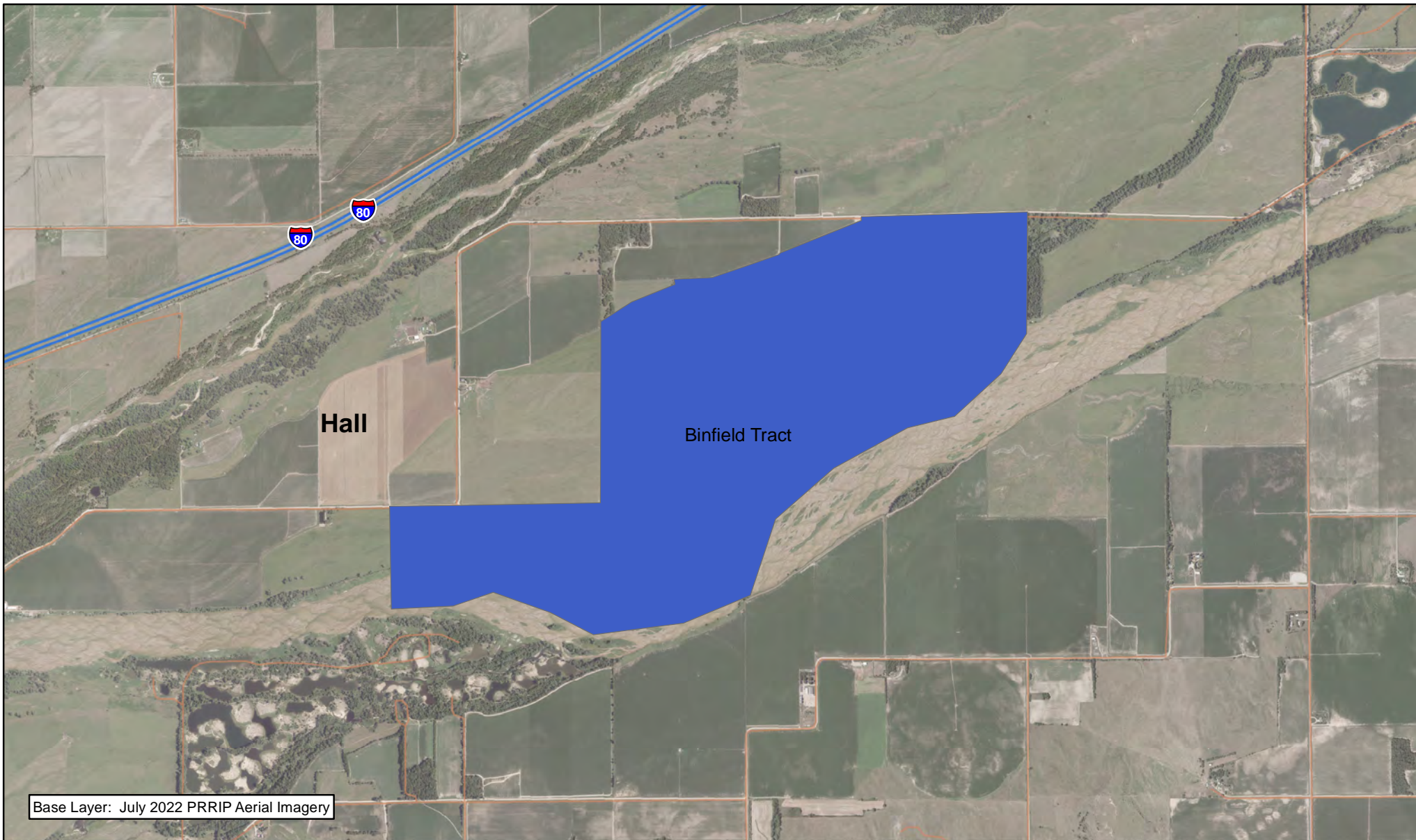
2018001



1 Miles

CLARK ISLAND
COMPLEX

Figure 7



Legend



County

PRRIPTractNum



2010004

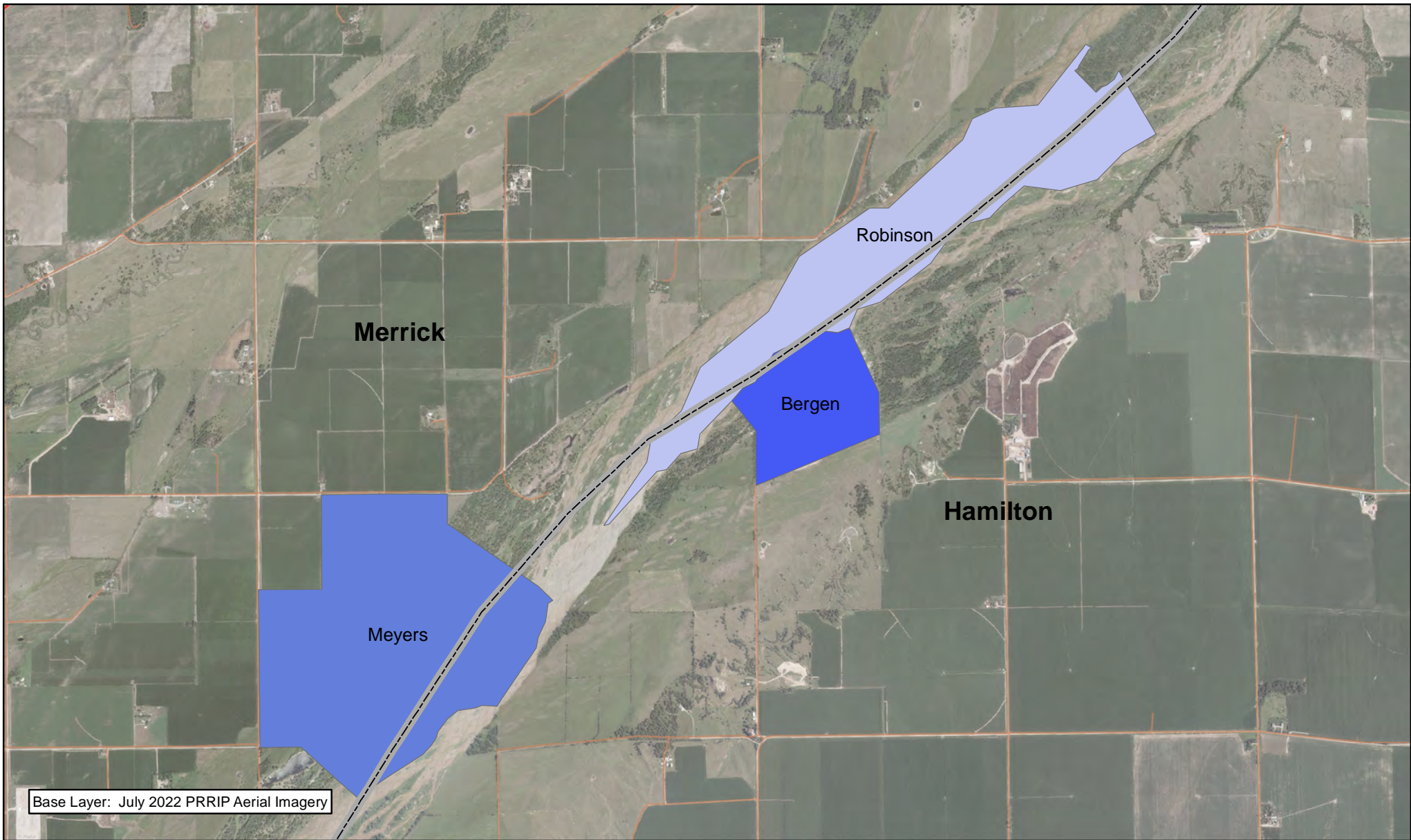


1 Miles

1

SHOEMAKER ISLAND
COMPLEX

Figure 8



Legend



County

PRRIPTractNum



2019001



2020001



2021001

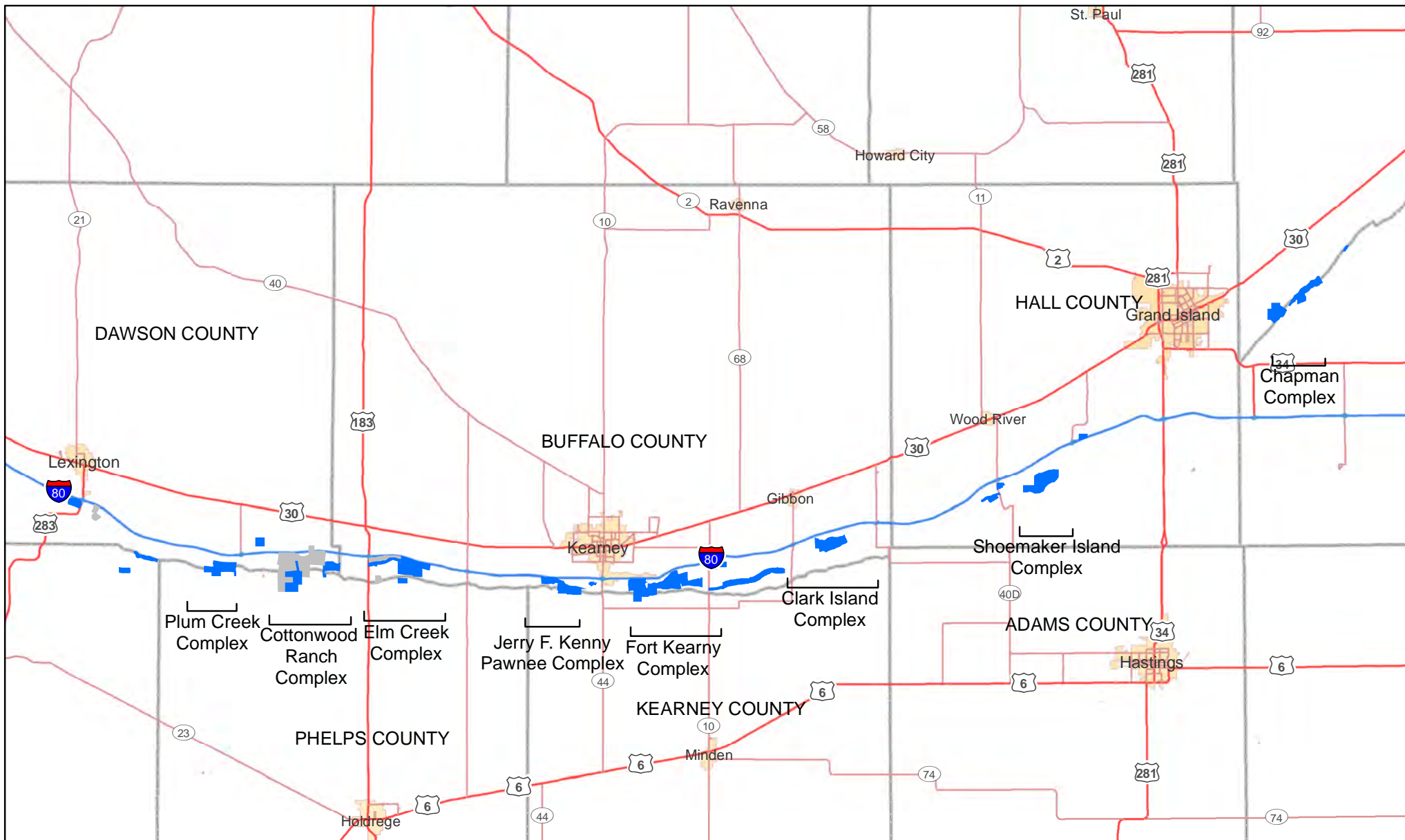


1 Miles

1

CHAPMAN
COMPLEX

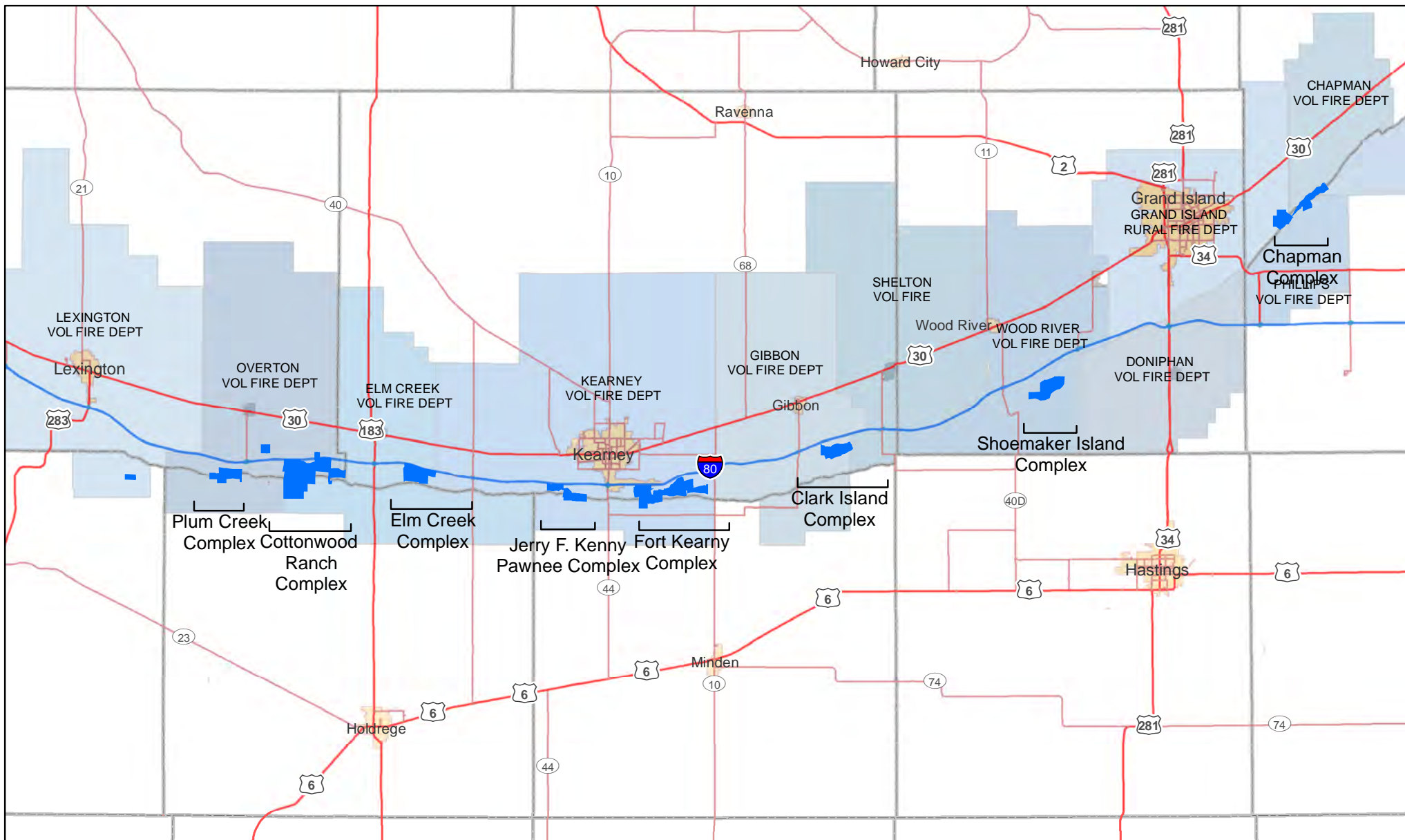
Figure 9



20 Miles

COMMUNITIES AT
RISK OF SMOKE

Figure 10



20 Miles

CENTRAL PLATTE
VOLUNTEER
FIRE DISTRICTS

Figure 11

Company Name
Address 1
Address 2
FEIN ??-??????
DUNS #
SAM #

Nebraska Community Foundation
PO Box 83107
Lincoln, NE 68501-3107
FEIN 47-0769903

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

Contract between Nebraska Community Foundation, Platte River Recovery Implementation Program,
and Company Name

Prescribed Fire Management Services 2023-2025

1. **Parties.** This Contract is made and entered into by and between Nebraska Community Foundation ("Foundation") of Lincoln, Nebraska, representing all signatories to the Platte River Recovery Implementation Program ("Program") and Company Name ("Contractor"). The following persons are authorized to represent the parties through this Contract: Jason Kennedy of the Foundation; Jason Farnsworth of the Program; and NAME of the Contractor.

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

3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it all required approvals have been granted. The term of this Contract is from April 1, 2023, through October 31, 2025. All services shall be completed during this term. The services to be performed under this Contract will commence upon receipt of authorization to proceed.

If the Contractor has been delayed and as a result will be unable, in the opinion of the Program, to complete performance fully and satisfactorily within this Contract period, the Contractor may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Program. An extension of the contract term must be in writing, signed by both Parties in order to be valid.

4. **Payment.**

A. **Reimbursement of Expenses.** The Program agrees to pay the Contractor an amount based on the approved hourly rate and reimbursable expenses depicted in Exhibit B, attached to and incorporated by reference as part of this Contract, for the services described in Exhibit A, both attached to and incorporated by reference as part of this Contract. Total Payment under this contract shall not exceed \$XXX,XXX each year of the contract period.

B. Cost Rates. The labor and equipment cost rates for each task included in **Exhibit A** are as set forth on **Exhibit B**.

These unit prices are not to be exceeded unless authorized in writing by the **Program**. The contract total amount is controlling and is a ceiling price that contractor exceeds at its own risk. Payment shall be made directly to the **Contractor**. The **Contractor** shall maintain hourly records of time worked by its personnel to support any audits the **Program** may require. Billing reports shall be submitted no more often than monthly for activities and costs accrued since the last billing report.

C. Billing Procedures. The **Contractor** shall send billing reports for services performed for the various tasks outlined in **Exhibit A** to the **ED Office** (address included below). The Program's Executive Director, upon receiving the billing report, will review the bill and advance the invoice to the Bureau of Reclamation who will advise the **Foundation** of approval. The **Foundation** will make payment of these funds directly to the **Contractor** within 30 days of receiving notice of approval. Payments are due within 60 days after the billing date.

Billing Point of Contact (Program):

Mr. Jason Farnsworth, Executive Director
Platte River Recovery Implementation Program
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax: (308) 237-4651
Email: farnsworthj@headwaterscorp.com

D. Withholding of Payment.

(i) When the **Program** has reasonable grounds for believing that the **Contractor** 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 **Contractor** 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.U. Any amount so withheld may be retained by the **Program** for such period as it may deem advisable to protect the **Program** against any loss. This provision is intended solely for the benefit of the **Program** and no person shall have any right against the **Program** or **Foundation** by reason of the **Program's** failure or refusal to withhold monies. No interest shall be payable by the **Program** or **Foundation** 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 **Foundation**.

(ii) If a work element has not been completed by the dates established in **Exhibit A**, the **Program** may withhold all payments beginning with the month following that date until such deficiency has been corrected.

E. Final Completion and Payment. The final payment shall be made upon acceptance of the final report, receipt of the final billing, and if applicable, execution of the final contract amendment documenting the final contract amount.

5. Responsibilities of Contractor.

A. Scope of Services. The Contractor 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 Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services, if state law requires such authorization, license, or permit.

C. Subcontracts.

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

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

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

(iv) Contracts for Subcontractors. All subcontracts that Contractor 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. Contractor 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 Contractor shall be responsible and responsive to the Program and the ED Office in their requests and requirements related to this Contract.

E. Reports, Maps, Plans, Models and Documents. One (1) copy of maps, plans, worksheets, logs, field notes or other documents prepared under this Contract, and one (1) copy of each unpublished report prepared under this Contract shall be submitted to the **Program**.

F. Inspection and Acceptance. All deliverables furnished by the **Contractor** shall be subject to rigorous review by the ED Office prior to acceptance.

G. Contractor Wildfire Liability. If a wildfire occurs as the result of the Contractor's failure to follow the approved Prescribed Fire Plan, the Contractor shall be liable for all damages and all costs for labor, subsistence, equipment, supplies, and transportation deemed necessary to control the escaped fire and repair/replace all Program, personal, and/or public property.

6. Responsibilities of the Program.

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

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

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

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

7. Special Provisions.

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

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

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

D. Monitor Activities. The **Program** shall have the right to monitor all Contract-related

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

E. Kickbacks. The **Contractor** 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 **Contractor** 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. Contractor certifies by signing this Contract that neither Contractor 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. Contractor makes the representations set forth on the Certification Regarding Lobbying, which is attached as **Exhibit C** and incorporated by reference as part of this Contract. Contractor shall execute such Certification at the time of executing this Contract.

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

8. General Provisions.

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

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

C. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The **Contractor** 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 **Foundation** and any of their representatives shall have access to any books, documents, papers, and records of the Contractor which are pertinent to this Contract. The **Contractor** shall, immediately upon receiving written instruction from the **Program** or the **Foundation**, provide to the Foundation or any governmental entity, independent auditor, accountant, or accounting firm, all books, documents, papers and records of the **Contractor** which are pertinent to this Contract. The **Contractor** shall cooperate fully with the **Foundation** 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 **Contractor**, 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 **Contractor** 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 **Contractor** shall cooperate fully with other contractors and the **Program** in all such cases.

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

H. Compliance with Law. The **Contractor** 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 **Contractor** in the performance of this Contract shall be kept confidential by the **Contractor** unless written permission is granted by the **Program** for its release.

J. Conflicts of Interest

(i) **Contractor** shall not engage in providing consultation to or representation of clients, agencies or firms which 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**. **Contractor** shall notify the **Program** of any potential or actual conflicts of interest arising during the course of the **Contractor'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 **Contractor** 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 **Contractor'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 Foundation, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or *quo warranto*.

K. Entirety of Contract. This Contract, consisting of **number (XX)** pages, **Exhibit A**, consisting of **number (XX)** pages, **Exhibit B**, consisting of **number (XX)** pages, and **Exhibit C**, consisting of **number (XX)** pages, represents the entire and integrated Contract between the parties and supersedes all

prior negotiations, representations, and agreements, whether written or oral.

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

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

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

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

(i) Commercial General Liability Insurance. Contractor 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. Contractor 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 Contractor shall provide proof of workers' compensation coverage. Contractor'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 Contractor shall provide proof of Professional Liability insurance covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Agreement, with a liability limit of not less than One Million Dollars (\$1,000,000) per claim. Contractor 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 intent 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 Contractor.

T. Taxes. The Contractor 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 the Program upon fifteen (15) days written notice. This Contract may be terminated immediately for cause if the Contractor 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 the termination. In the event the contract is terminated under this provision, the Contractor shall take steps to ensure that the file, evidence, evaluation, and data are provided to the Program or its designee.

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.S. (Insurance Coverage), and 8.U. (Termination of Contract) will survive the termination of this Contract.

9. Contacts.

Administrative Point of Contact (Foundation): Admin. Point of Contact (Program):

Jason Kennedy, Chief Financial & Admin Officer
Nebraska Community Foundation
PO Box 83107
Lincoln, Nebraska 68501-3107
Phone: (402) 323-7330
Fax : (402) 323-7349
Email : jkennedy@nebcommfound.org

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

Technical Point of Contact (Program):

Tim Tunnell, Land Coordinator
Platte River Recovery Implementation Prog.
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax : (308) 237-4651
Email : tunnellt@headwaterscorp.com

Media Point of Contact (Program):

Alicia Uribe, Executive Office Manager
Platte River Recovery Implementation Prog.
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax : (308) 237-4651
Email : uribea@headwaterscorp.com

Administrative Point of Contact (Contractor):

Name, Title
Company
Address 1
Address 2
Phone: (000) 000-0000
Fax: (000) 000-0000
Email: xxxxxx

Technical Point of Contact (Contractor):

Name, Title
Company
Address 1
Address 2
Phone: (000) 000-0000
Fax: (000) 000-0000
Email: xxxxxx

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.

NEBRASKA COMMUNITY FOUNDATION

Jason D. Kennedy
Chief Financial and Administrative Officer

Date

CONTRACTOR

Name
Title

Date

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM ACKNOWLEDGEMENT

I hereby certify that the Governance Committee of the Platte Program has authorized the Nebraska Community Foundation, acting as contracting agent of the Governance Committee of the Platte Program, to enter into this agreement.

Jason M. Farnsworth
Executive Director

Date

EXHIBIT "A"
SCOPE OF SERVICES

A. PROJECT DESCRIPTION

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

B. PROJECT REQUIREMENTS

1. Monthly Progress Reports and Billing Statements

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

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

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

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

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

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

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

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

3. Final Report

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

4. Final Report - Digital Format

The [Contractor](#) shall provide the final documents and related materials in a digital format. This digital report shall, to the extent feasible, be assembled into one file rather than separate files for text, tables, graphics, etc. This digital report shall be in both Word and Adobe Acrobat format. Any plates, figures, etc. not suitable for Word shall be in AutoCAD, ArcGIS, Adobe Acrobat, or compatible format. Other formats may be used if approved in advance by the [ED Office](#). The final documents will also be provided fully assembled into one file, in a complete "internet ready" digital format to facilitate their distribution via the Office website.

5. Project Access

The [ED Office](#) shall be responsible for obtaining access as required for project tasks.

6. Stand-By Time

The [Program](#) will not reimburse the [Contractor](#) for stand-by time charges for the [Contractor's](#) supervisory personnel.

C. TASKS AND SCHEDULE

Detailed list of tasks, work products, and schedule of completion.

EXHIBIT "B"
HOURLY RATE AND REIMBURSABLE EXPENSE
PRICE SCHEDULE

<u>Task</u>	<u>Unit</u>	<u>Cost Rate</u>
001 Management/ Consulting	HR	\$XX
002 Clerical Support	HR	\$XX
003 Mileage Reimbursement	MILE	\$XX

EXHIBIT "C"
Certification Regarding Lobbying

The undersigned certifies, on behalf of Contractor, 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 Contractor, 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 Contractor with respect to the federal grant or cooperative agreement under which the Contractor 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.

COMPANY ("CONTRACTOR")

By:

Name
Title

Date