



REQUEST FOR BIDS (RFB)

Chemical Application Services 2023-2025

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

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

February X, 2023



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PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- PROGRAM) REQUEST FOR BIDS (RFB)

SUBJECT: 2023-2025 Chemical Application Services
REQUEST DATE: February X, 2023
PRE-BID MEETING: March X, 2023 – 1:00 pm CST
CLOSING DATE: March X, 2023 – 5:00 pm CST
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 Mr. Jason Farnsworth to serve as the Program Executive Director (ED). Headwaters Corporation 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 Program’s Executive Director’s Office (EDO) Staff.

The purpose of this RFB is to obtain qualified and licensed contractors to provide *Chemical Application Services* efficiently, effectively and in a timely manner to treat noxious and invasive vegetation & brush in Program owned and/or managed grasslands and/ or maintain bare ground at off-channel sand and water nesting areas (OCSW) and in-channel islands for target species. **As such, the GC is requesting bids for a three-year contract from qualified contractors for 2023- 2025 chemical application services to be performed starting April 1 and ending on or around November 15 of each year.**

II. WORK DESCRIPTION & SCOPE OF WORK

Work Description

The Program is requesting bids from experienced contractors for chemical application services in 2023, 2024 and 2025. All applicators must be certified with the Nebraska Department of Agriculture as a Commercial Applicator, categories needed are: General, Ag. Plant, and Aquatic. The performance period will begin on April 1 and will end on or around November 15.

- Bare ground treatments on OCSW and inchannel sites.
- Control of noxious weeds in Program owned and/or managed grassland sites.



- Control of invasive vegetation not listed as noxious weeds (small trees, brush, shrubs, Russian olives, Cattails, etc.) in Program owned and/or managed grassland sites.

Scope of Work

The Contractor must have sufficient availability to fully utilize weather windows for chemical applications at Program lands which are distributed along a 90-mile reach of the Platte River in central Nebraska. The Contractor will be responsible for all labor, materials, equipment, tools, transportation and supplies required to complete the work. All applicators must be certified with the Nebraska Department of Agriculture as a Commercial Applicator, categories needed are: General, Ag. Plant and Aquatic.

- Bare ground treatments on OCSW sites and inchannel island sites will require one application in late spring- typically April 1-April 15 prior to nest initiation of target species and a follow-up application in late summer after all chicks have fledged- typically August 15-September 1. Areas will require broadcast spraying to ensure full spray coverage to the water's edge with both spring and fall applications. Equipment and spraying operations shall minimize rutting and ground surface disturbance. Close communication between Program staff and contractors must occur in order to avoid conflicts with spraying and target species. It is the responsibility of the Contractor to coordinate with Program staff on the status of use of target species prior to mobilization to the site for spraying. Under no circumstance access within the controlled nesting peninsulas is allowable during the nesting period of April 1- September 1 without permission of an EDO representative.
- Noxious weed control will typically require 3-4 trips, as needed, through grassland sites during the year. Generally, trips will be in the early spring, early summer, late summer, and fall prior to first frost. Contractor will not access OCSW nesting areas during the time period of April 1 through September 1. However, noxious weed control is expected to be completed outside of the nesting areas located on these tracts. A list of state of Nebraska noxious weed can be found in Appendix A.
- Control of invasive vegetation not listed as noxious weeds (small trees, brush, shrubs, Russian olives, Cattails, etc.) will typically require 1-2 trips, as needed, in Program owned and/or managed grassland sites. Generally, trips will be in the early late summer and fall prior to first frost. A list of Watch list species can be found in Appendix B.

III. CHEMICAL APPLICATION TIMING AND PERFORMANCE

Contractor must be ready to begin work by April 1 of each year. Contractor will proceed to complete all the work as quickly and efficiently as possible while maintaining the quality standards listed in the Scope of Work. The Program Land Coordinator may stop work and order the removal and/or replacement of any equipment if the equipment is not working or calibrated properly. Contractor then has 48 hours to replace the equipment with an acceptable substitute and remove the inadequate equipment. The Program Land Coordinator may prohibit chemical application during adverse weather conditions (heat, cold, dry, wet, etc.). If adverse weather is a problem, Contractor must furnish additional personnel and equipment to make up for lost time and ensure timely completion.

For bare ground treatment areas, contractor must guarantee a minimum of 100% coverage of the treatment areas and at least 95% suppression vegetation within the treated areas. Contractors are required to use marking dye to help identify treated area. If coverage and/or mortality rates are not met,



the Program may require Contractor to retreat the areas after the nesting period is complete at Contractor's expense and at no additional cost to the Program.

Contractor is expected to minimize broadcast spraying and use spot-spraying as primary control method of noxious weeds and invasive weeds/ trees/ brush. However, broadcast spraying is allowable when infestations are larger than 0.25 acre. Contractor is expected to prevent overspray, drift, and/or nontarget damage to surrounding vegetation, open water, structures, and/or facilities.

No chemical herbicide applications will exceed the label rates on the herbicide containers. All requirements, including state and/or local requirements, listed on the herbicide label are to be followed. Failure to comply with label instructions is a violation of federal and/or state laws. Contractor is liable for any penalty, fines, or damages resulting from misuse of herbicides. Unless otherwise specified, Contractor will supply and apply all chemical herbicides, adjuvants, and other materials to ensure an effective kill of the target vegetation and will be reimbursed for the chemical used.

The Program is implementing a "Come Clean, Leave Clean" standard. All equipment used on Program lands, including tractors, ATVs, UTVs, trucks, trailers, and/or Argos need to be free of any plant material. The Program Land Manager will delineate a designated cleaning area on each tract for contractors to clean their equipment.

A Nebraska Department of Agriculture licensed supervisor shall be designated by Contractor as the field supervisor and remain onsite during all chemical application projects. The licensed supervisor is responsible to ensure the following:

- The licensed supervisor and all employees must be able to correctly identify the targeted species.
- Chemical pesticides must be kept in original containers until mixing. All mixtures should have temporary labels that list the trade name and rates of chemicals and any adjuvants within the spray container.
- The licensed supervisor must readily have available during application copies of all chemical pesticides labels and Material Safety Data Sheets (MSDS) that are being applied.
- During mixing and application, all recommended Personal Protective Equipment (PPE) will be properly worn to minimize applicator exposure to chemicals. All measuring cups should be rinsed and the effluent poured into the tank/bottle mixture.
- Chemicals and any rinse material from chemical containers will be applied to specific areas; run-off of any chemical substance is not acceptable.
- Herbicides that are mixed, transferred, or temporarily stored while on Program lands will be done so at designated staging areas. Any and all containers that contain pesticide or pesticide residues will be removed from Program lands once the chemical application is complete.
- Herbicides will not be applied during adverse or non-optimal weather conditions for the application method. Any weather condition, including heat, wind, or precipitation, that minimizes the effectiveness of the herbicide or increases the exposure and/or potential for drift to non-target vegetation, personnel, or objects will not be tolerated.
- Emphasis must be placed on ensuring the application will minimize exposure to people, facilities and the surrounding environment. Avoid any non-target exposure.



The Program's Land Coordinator will meet with the licensed supervisor at the beginning of each year to discuss treatment areas and prescriptions and any special restrictions. This meeting will also be used to develop objectives for control to measure success and/ or to demonstrate effectiveness.

Contractor is required to provide the Program with the following with each invoice submitted for payment or upon request by the Program Land Coordinator:

- List of chemical herbicide trade names and the rates used to produce all chemical mixtures applied. This list should also include any adjuvants or surfactants included in the mixture.
- A "PRRIP Chemical Management Form" (Appendix C) is required after completion of treatment on each individual infestation, local area, or workday depending on time spent at a particular area.
- A map depicting estimated spray coverage area and/or GPS data of coverage area for the invoice.

IV. PROGRAM LANDS

Program lands are generally organized into approximately 1,000 to 3,000 acre blocks referred to as habitat complexes. There are nine habitat complexes distributed across the project area, containing the majority of land (**Appendix D; Figure 1**). There are two non-complex wetland sites and two non complex OCSW sites that have been associated with a complex. Additionally, There are three stand-alone OCSW sites. For the purposes of this contracting process, the OCSW sites have been split in to east and west groupings.

The following sections of the scope of work provide specific information about each habitat complex:

Plum Creek Complex

Contractors should be aware of the following points:

1. Plum Creek Complex is located less than one 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 (**Figure 2**).
3. There is one wetland tract, approximately 100 acres, located in close proximity to the southwest of the complex.
4. There is a 21-acre OCSW site located in the middle of Tract 2009003.
5. There is a 100-acre OCSW site located to the SW of the Lexington I-80 interchange (Lex Pit).

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 with an additional 530 acres of water project property, contains 7 tracts of land and is 5 miles long with the majority of the land located on the south side of the main channel of the Platte River(**Figure 3**).
3. There is one wetland tract, approximately 153 acres, located in close proximity to the northwest of the complex.
4. There is a 16-acre OCSW site and a five-acre island with the main channel located in the middle of Tract 2008002.

**Water Tracts**

Contractors should be aware of the following points:

1. Water tracts are located less than one mile to the south of Interstate 80 between the towns of Overton and Elm Creek, NE.
2. There are three tracts of land approximately 529 acres located on the south side of the Platte River (**Figure 4**).

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 1,124 acres, contains 5 tracts of land and is two miles long with three 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 5**).

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 towns of Odessa and Kearney, NE.
2. The Pawnee complex is approximately 682 acres, contains 4 tracts of land and is three miles long. Two tracts are located on the south side of the Platte River and one is on the north side (**Figure 6**).
3. There is a 17-acre OCSW site located at Tract 2010002.

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 2,353 acres, contains seven tracts of land and is seven miles long (**Figure 7**).
3. There is a 28-acre of OCSW site located at Tract 2009008.

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 near the towns of Gibbon, NE and Shelton, NE.
2. The Clark Island complex is approximately 771 acres, contains one tract of land and is two miles long (**Figure 8**).

**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 two channels of the Platte River near the towns of Wood River and Alda, NE.
2. Shoemaker Island complex is approximately 1,249 acres, contains 3 tracts of land and is seven miles long (**Figure 9**).
3. There is a 16 acre OCSW site located in the middle of East Tract 2011001 and a 6 acre OCSW site located on Tract 2011002.

Chapman Complex

Contractors should be aware of the following points:

1. Chapman Complex is located three miles south of Highway 30 within the main channel of the Platte River near the towns of Chapman and Phillips, NE.
2. Chapman Complex is approximately 1,146 acres, contains 3 tracts of land and is five miles long (**Figure 10**).

OCSW Bare Ground West

Contractors should be aware of the following points:

1. OCSW Bare Ground West tracts are located to the south of Interstate 80 between the towns of Lexington and Kearney, NE.
2. OCSW Bare Ground West contains 3 sites and is approximately 54 acres, approximately 14 acres of overbank spraying along channel, and the remaining areas are buildings and parking areas on various tracts (**Figure 11**).

OCSW Bare Ground East

Contractors should be aware of the following points:

1. OCSW Bare Ground East tracts are located to the south of Interstate 80 between Highway 10- I-80 interchange and the town of Alda, NE.
2. OCSW Bare Ground East contains 3 tracts of land is approximately 46 acres, **one** inchannel island approximately **nine** acres, and the remaining areas are buildings and parking areas on various tracts (**Figure 12**).

NOTE: DETAILED MAPS AND/OR SHAPEFILES WILL BE AVAILABLE AFTER ANNUAL PLANNING/REVIEW AT THE BEGINNING OF EACH YEAR.

V. BID ITEMS

Contractors will submit per-hour rate for labor and equipment and chemical cost mark up as a percentage. Contractor compensation will be based on the number of hours of labor and equipment used and the quantity of herbicides used to complete the work at each site.



VI. FIELD AND OFFICE EQUIPMENT

Potential Contractors will own or acquire all field and office equipment and software required to provide chemical application services.

VII. CONTRACT TERMS

The selected Contractor (s) 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: Meet or exceed Nebraska Department of Agriculture herbicide spraying certification and training requirements.

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 sub-contractors 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(s) 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. Insurance requirements include:

1. **General Liability Insurance** – Contractor's insurance shall include 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 aggregate and \$1,000,000 per occurrence.
2. **Business Automobile Liability Insurance** – Contractor shall maintain automobile liability insurance in an amount not less than \$1,000,000 per occurrence.
3. **Workers' Compensation and Employers' Liability Insurance** – Contractor's insurance shall include "Stop Gap" coverage in an amount not less than \$500,000 per employee for each accident and disease.
4. **Professional Liability Insurance** – Contractor's insurance shall include a liability limit of not less than \$1,000,000 per claim.

VIII. SUBMISSION REQUIREMENTS

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

Instructions for Submitting Bids

One original bid document supporting documentation must be submitted by mail or email to Tim Tunnell no later than 5:00 PM Central Time **Friday, March X, 2023**. A bid is late if received after that time and will not be considered. Bids should be submitted to:



Tim R. Tunnell, Land Coordinator
Platte River Recovery Implementation Program
4111 4th Avenue, Suite 6
Kearney, NE 68845
tunnellt@headwaterscorp.com

Questions regarding the information contained in this RFB should be submitted by **email only** (no phone calls) 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 RFB solicitation.

RFB Schedule

The ED Office expects to complete the selection process and award the work by approximately **March X, 2023**. The following table represents the RFB schedule:

Description	Date	Time (Central)
Issue RFB	February X, 2023	NA
Mandatory pre-bid meeting	March X, 2023	1:00 PM
Last day for respondents to submit questions regarding the RFB	March X, 2023	12:00 PM
Bids due from respondents	March X, 2023	5:00 PM
Evaluation of bids	March X, 2023 - March X, 2023	
Award of Work	On or around March X, 2023	
Start of Work	Approximately April 1	
Completion of Work	Approximately November 30	

Pre-Bid Meeting

A **mandatory** pre-bid meeting of interested parties will be held on **March X 2023** from 1:00 to 2:00 p.m. Central Time via conference call or in person at the PRRIP Conference room for the purpose of familiarizing the respondents with the work scope and requirements included herein before submitting a response to this RFB. The PRRIP conference room is located in the Eagle Nest Plaza at 4111 4th Avenue, Suite 6 in Kearney, NE 68845. Please email Tim Tunnell (tunnellt@headwaterscorp.com) for the conference call dial-in information and provide a list of people from your party expected to join in the pre-bid meeting by 12:00 p.m. central time on **February X, 2023**.

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

Bid Content

Bids must include the following forms and additional documentation:

- 1) **Part I: General Information** – complete attached form.
- 2) **Part II: Habitat Complex** – complete attached form.
- 3) **Part III: Labor/Equipment Cost Rate & Herbicide Markup** – complete attached form.



- 4) **Part IV: Equipment Available To Complete Work** – complete attached form.
- 5) **Part V: References** – complete attached form.
- 6) **Additional Documentation Required: Description of Insurance** – include with bid. Proof of insurance will be required before a contract is issued. Minimum insurance requirements are described in Section VII.
- 7) **Additional Documentation Required: Affirmative Statement** – certify that 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.

Criteria for Evaluating Bids

Bids will be evaluated and Contractors selected based on the following principal considerations:

1. Bid price.
2. Equipment availability.
3. References.
4. Insurance and affirmative statement.

The winning bid(s) will be selected to best meet overall project objectives. Should the successful Contractor(s) 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 Bid, the next ranked Contractor may be contacted to provide the required work.

Award Notice

After completing the evaluation of all bids, the Program will select a Contractor(s) based on bid selections for work. If the Program is unable to negotiate a mutually satisfactory contract with any Contractor for any portion of the scoped work, it may, at its sole discretion, award the work to another qualified Contractor cancel and/or reissue a new RFB for work not successfully under contract.

Program Perspective

The Program GC has the sole discretion and reserves the right to reject any and all bids received in response to this RFB and to cancel this solicitation if it is deemed in the best interest of the Program to do so. Issuance of this RFB 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 RFB or during negotiations, if any, of a contract for services. The Program also reserves the right to make amendments to this RFB by giving written notice to Contractors, and to request clarification, supplements, and additions to the information provided by a Contractor.

By submitting a bid in response to this solicitation, Contractors understand and agree that any selection of a Contractor or 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 ED Office, their employees, employers, and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and

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

² <https://federalcontractorregistry.com/>



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 bid, the Contractor agrees that they waive any claim for the recovery of any costs or expenses incurred in preparing and submitting a bid.

IX. BID RESPONSE FORMS

The following forms are required to be submitted as part of all Contractor bids, in addition to completing and including in the bid the additional documentation described above.

**PART I: GENERAL INFORMATION**

*Parts I-V below are required for a complete bid.

Company Name:	Telephone Number:	Cell Number:
Mailing Address:	City, State, Zip Code:	
Physical Address:	City, State, Zip Code:	
Name of Contact:	Telephone Number:	E-mail Address:
Business Type: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Consolidated Company		
Status: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor	Federal Tax ID: _____ DUNS #: _____ SAM #: _____	
Number of Employees (at peak):	Age of Firm:	Insurance Limit:

DATE: _____

APPLICANT COMPANY: _____

APPLICANT NAME: _____

APPLICANT SIGNATURE: _____

**PART II: HABITAT COMPLEX**

Identify on which Habitat Complex & Chemical Application Service Contractor is bidding:

Habitat Complex	Noxious Weed Control	Brush/ Phragmites Control	Bare Ground-Veg Control
Plum Creek Complex			
Cottonwood Ranch Complex			
Water Tracts			
Elm Creek Complex			
Pawnee Complex			
Fort Kearny Complex			
Clark Island			
Shoemaker Island Complex			
Chapman Complex			
Non Complex Wetland:			
Tract 2012004- DeBoer (Plum Creek)			
Tract 2013001- Leihs (Cottonwood)			
Non Complex OCSW West:			
Tract 2020002- OSG Lex			
Tract 2009003- Dyer (Plum Creek)			
Tract 2008002- Mt. Cottonwood (Cottonwood)			
Tract 2010002- Broadfoot South (Pawnee)			
Non Complex OCSW East:			
Tract 2009008- Broadfoot Newark			
Tract 2011001- East Leaman			
Tract 2011002- Alda pit			



PART III: LABOR/ EQUIPMENT COST RATE & HERBICIDE MARKUP

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

Item No.	Labor & Equipment ³	Unit	Unit Price
001	Spray Truck Application	HR	\$ _____
002	ATV Applicaiton	HR	\$ _____
003	UTV/Argo Application	HR	\$ _____
004	Airboat Application	HR	\$ _____
005	other _____	HR	\$ _____
006	other _____	HR	\$ _____
007	other _____	HR	\$ _____
008	other _____	HR	\$ _____
009	Chemical Cost Markup ⁴ :	Yes/ No	_____ %

³ Per-hour rate for chemical application equipment, mobilization and labor required to complete the work.

⁴ Chemical will be reimbursed based on use and mark-up.

**PART IV: EQUIPMENT AVAILABLE TO COMPLETE WORK**

Quantity	Item (Description, Size, Capacity. Etc.)	Present Location

GPS Capability? Yes/No Brand of Unit _____

Preferred Chemical for Bare Ground:

Preferred Chemical for Noxious Weeds:

Preferred Chemical for Brush/ Phragmites/ Cattail:



PART V: REFERENCES

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

FIRM NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

FIRM NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

FIRM NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____



APPENDIX A

Nebraska Noxious Weeds

- Saltcedar (*Tamirix* spp.)
- Purple Loosetrife (*Lythrum salicaria* L.)
- Phragmites (*Phragmites australis*)
- Leafy Spurge (*Euphorbia esula* L.)
- Canada Thistle (*Cirsium arvense* L.)
- Musk Thistle (*Carduus nutans* L.)
- Plumless Thistle (*Carduus acanthoides*)
- Spotted (*Centaurea stoebe*) and Diffuse (*Centaurea diffusa*) Knapweed
- Japanese (*Fallopia japonica*), Giant (*Fallopia sachalinensis*) and Bohemian (*Fallopia bohemica*) Knotweed
- Sericea Lespedeza (*Lespedeza cuneata*)

**APPENDIX B**

Nebraska Invasive Weed Watch List

Invasive Plants Watch List: Mixedgrass Prairie Ecoregion (Adams, Boyd, Buffalo, Custer, Dawson, Franklin, Frontier, Furnas, Gosper, Greeley, Hall, Harlan, Hayes, Hitchcock, Howard, Kearney, Keya Paha, Nuckolls, Phelps, Red Willow, Sherman, Valley, Webster)

Future Invasive Species:

Giant reed	<i>Arundo donax L.</i>
Oriental bittersweet	<i>Celastrus orbiculatus</i>
Water hyacinth	<i>Eichhornia crassipes</i>
Hydrilla	<i>Hydrilla verticillata</i>
Brittle naiad	<i>Najas minor</i>
Giant salvinia	<i>Salvinia molesta</i>

Priority Species:

Amur maple	<i>Acer ginnala</i>
Russian knapweed	<i>Acroptilon repens</i>
Garlic mustard	<i>Allaria petiolata</i>
Australian beardgrass (Caucasian bluestem)	<i>Bothriochloa bladhii</i> (<i>Andropogon bladhii</i>)
Cutleaf teasel	<i>Dipsacus laciniatus</i>
European alder-buckthorn	<i>Frangula alnus</i>
Japanese honeysuckle	<i>Lonicera japonica</i> , <i>morrowii</i> , <i>morrowii</i> x <i>tatarica</i> (also Morrow, Showy Fly)
Eurasian water-milfoil	<i>Myriophyllum spicatum</i>
Sulphur cinquefoil	<i>Potentilla recta L.</i>
Yellow-flag Iris	<i>Iris pseudacorus</i>



APPENDIX C
PRRIP Chemical Management Form
(Must Accompany Invoice for Payment)

Date _____

Complex _____ Tract _____ Start Time _____ End Time _____

Contract Company Name _____ Licensed Supervisor Name _____

Weather Conditions:

Wind Speed: _____ mph Wind Direction: _____ Temperature: _____ °F

Weather (Circle)

Sunny Partly Cloudy Cloudy Rain Cloud Cover: _____ %

Control Target (s) (Circle)

Bare Ground Thistle Leafy Spurge Phragmites Purple Loosetrife Tree/Brush _____

Other _____ Other _____ Other _____ Other _____ Other _____

App Date	App Hrs	Equip Used	Target Spp.	Herbicide	Rate	Adjuvant/Oil	Mix	Gallons Herbicide	Adj	

Comments: _____

Follow-up

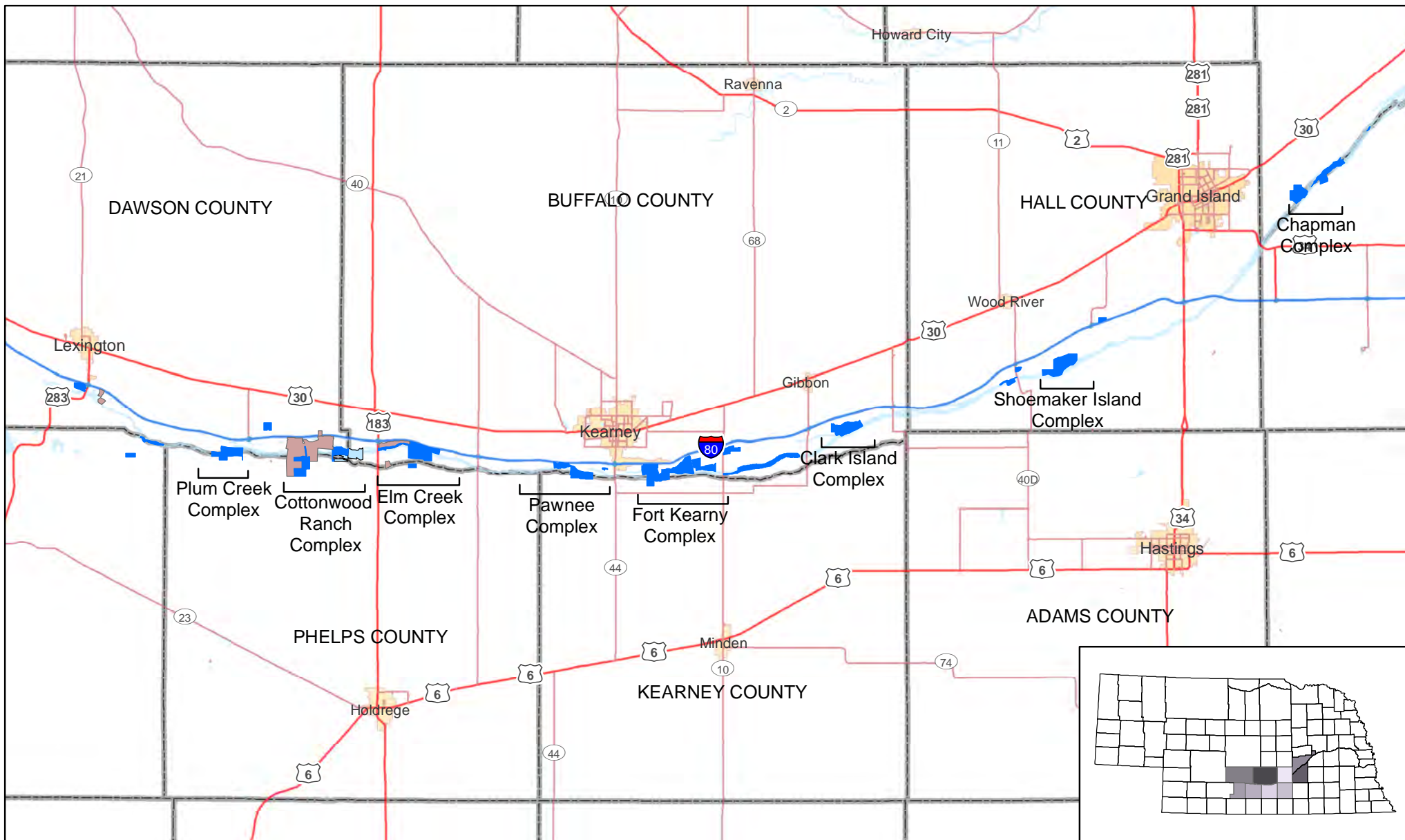
Comments _____

Identify Coverage Area on Map/ Provide GPS data:



1
2

APPENDIX D
Figures 1-12 (12 pages)



Legend

Property Boundary

- PRRIP
- NPPD
- Water Tracts

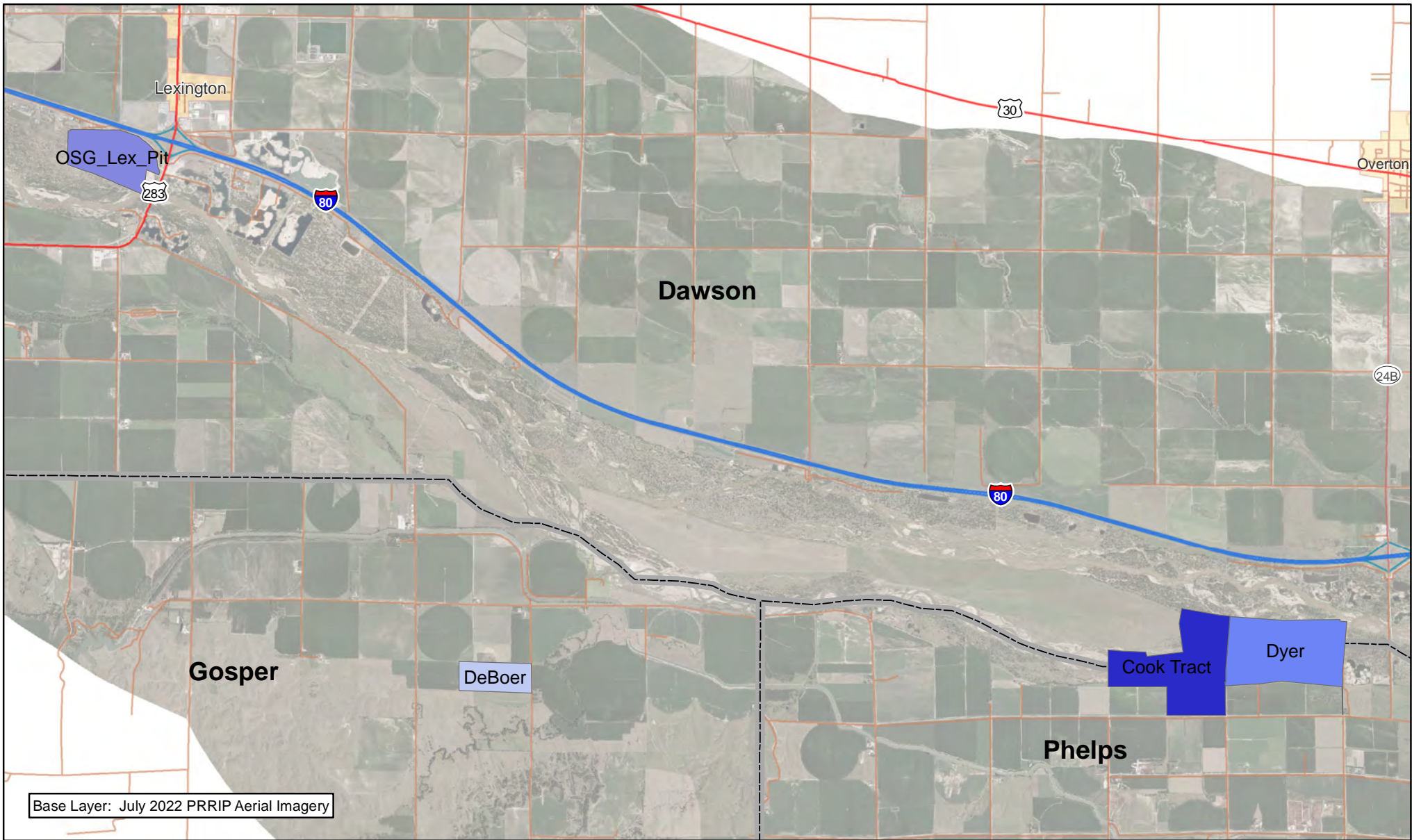


Miles

10

**PRRIP
HABITAT
COMPLEXES**

Figure 1




Legend

 County

PRRIPTractNum

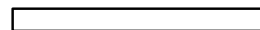
 2009003

 2009007

 2012004

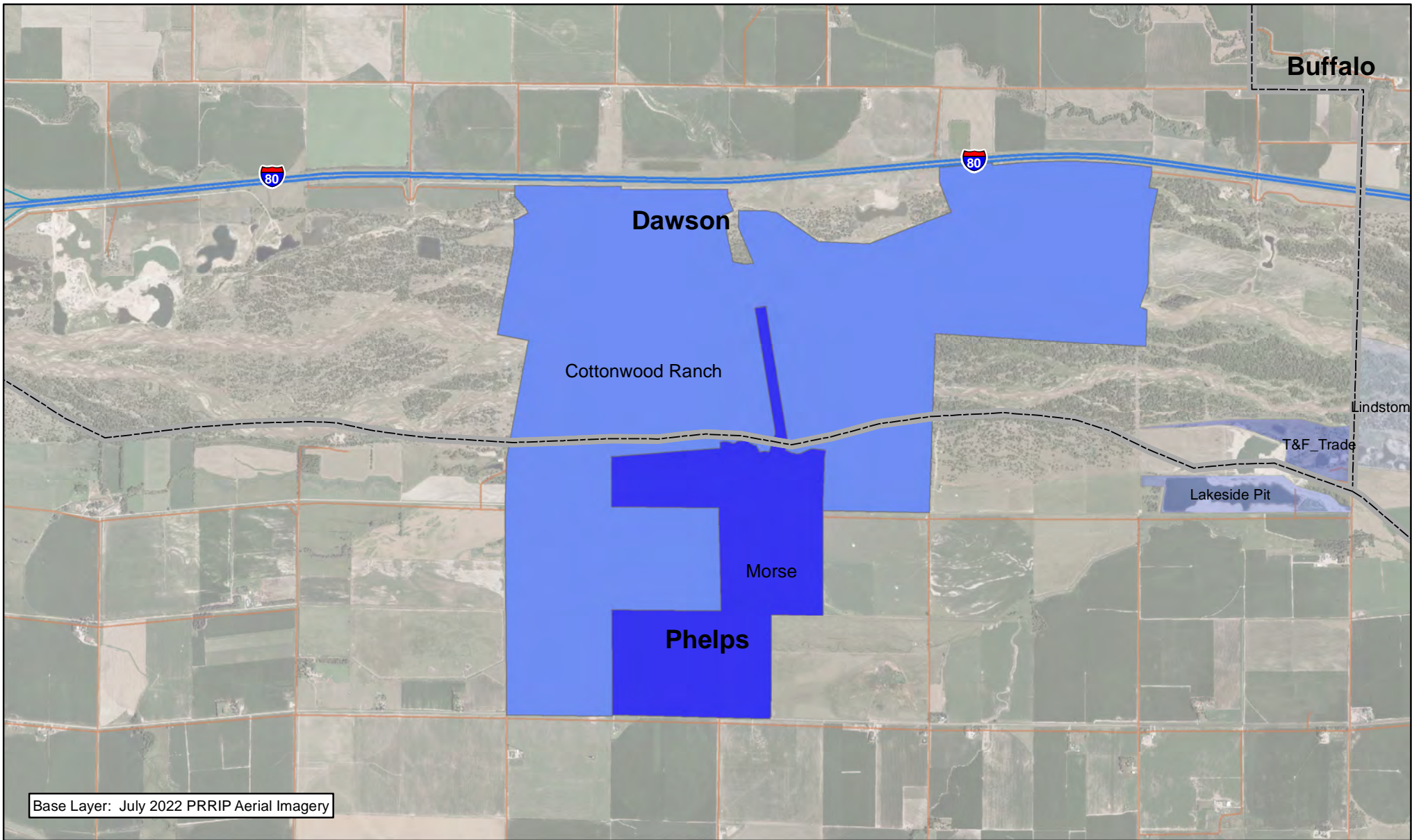
 2020002



 1.5 Miles

PLUM CREEK COMPLEX

Figure 2



Legend

Conservation_lands Water_Plan_Tracts

PRRIPTractNum

- 2008002
- 2010001

Name

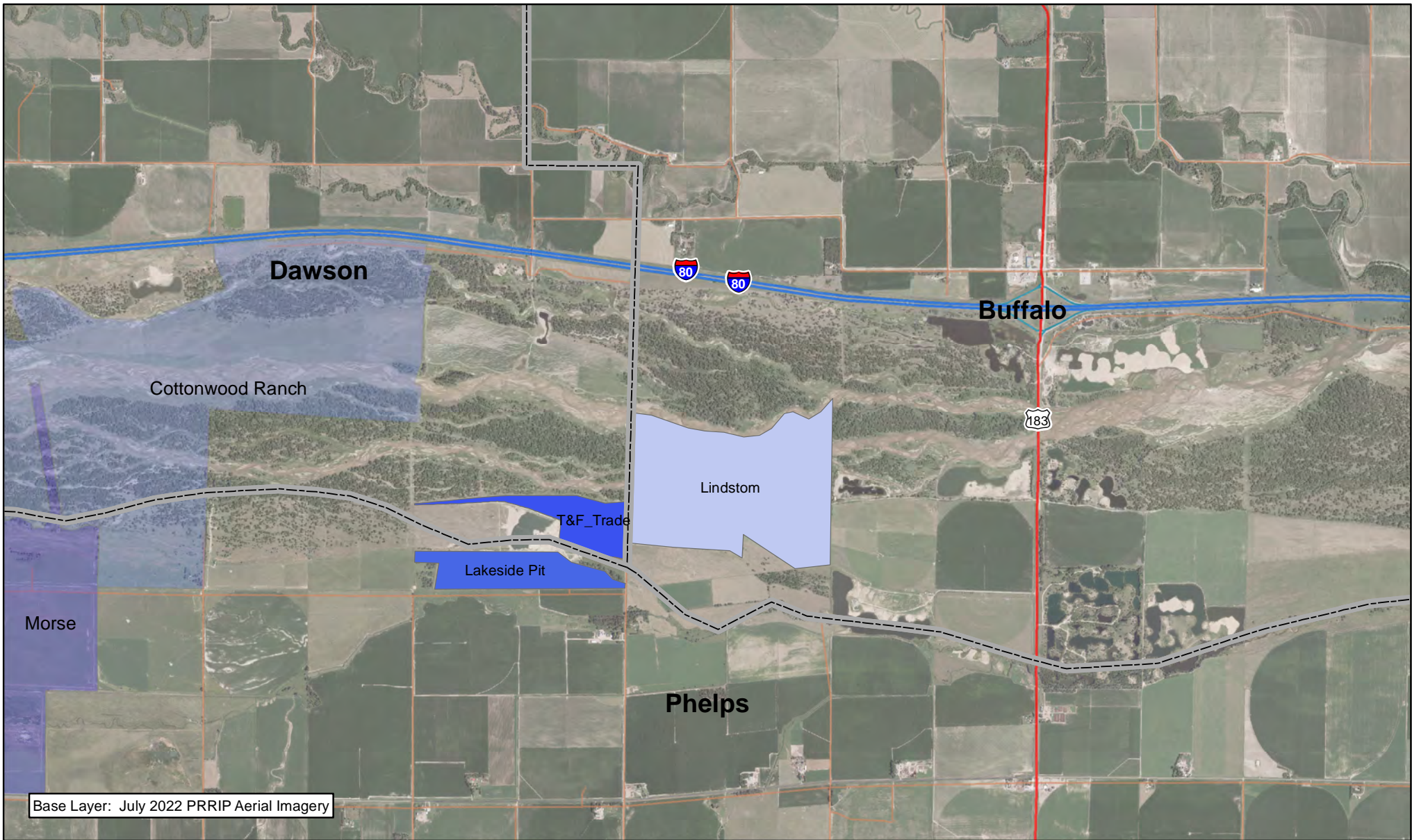
- Lakeside Pit
- Lindstom
- T&F_Trade



Miles
1

COTTONWOOD RANCH COMPLEX

Figure 3



Legend

Conservation_lands Water_Plan_Tracts

PRRIPTractNum

- 2008002
- 2010001

Name

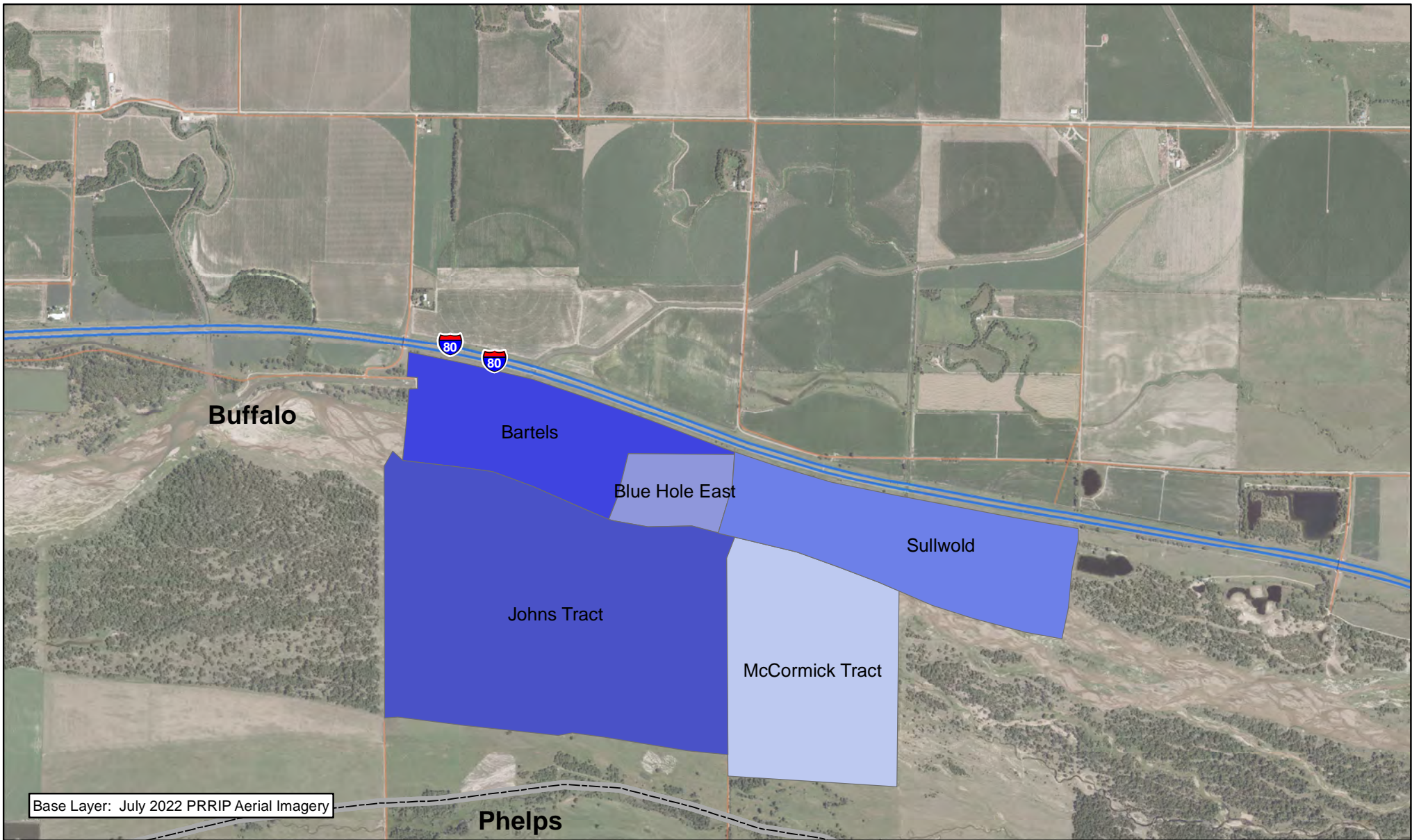
- Lakeside Pit
- Lindstom
- T&F_Trade



Miles
1

Water Tracts

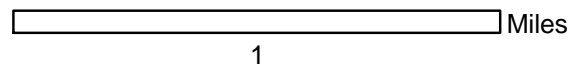
Figure 4



Legend

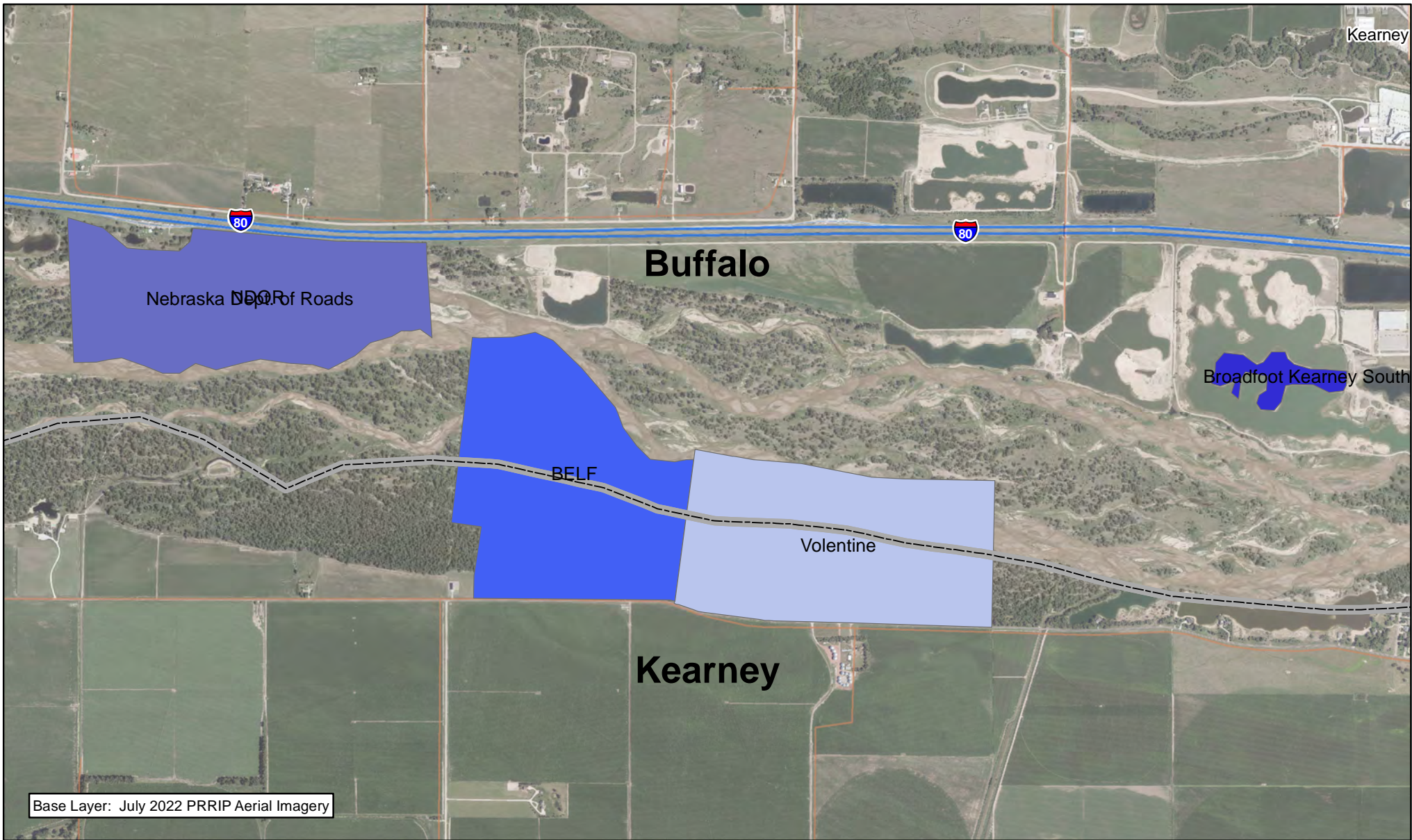
PRRIPTractNum

- 2009002
- 2009005
- 2012001
- 2012002
- 2015003



ELM CREEK
COMPLEX

Figure 5



Base Layer: July 2022 PRRIP Aerial Imagery




Legend


 County

PRRIPTractNum

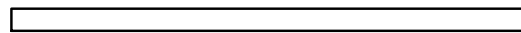
 NE DOR

 2010002

 2014002

 2015002

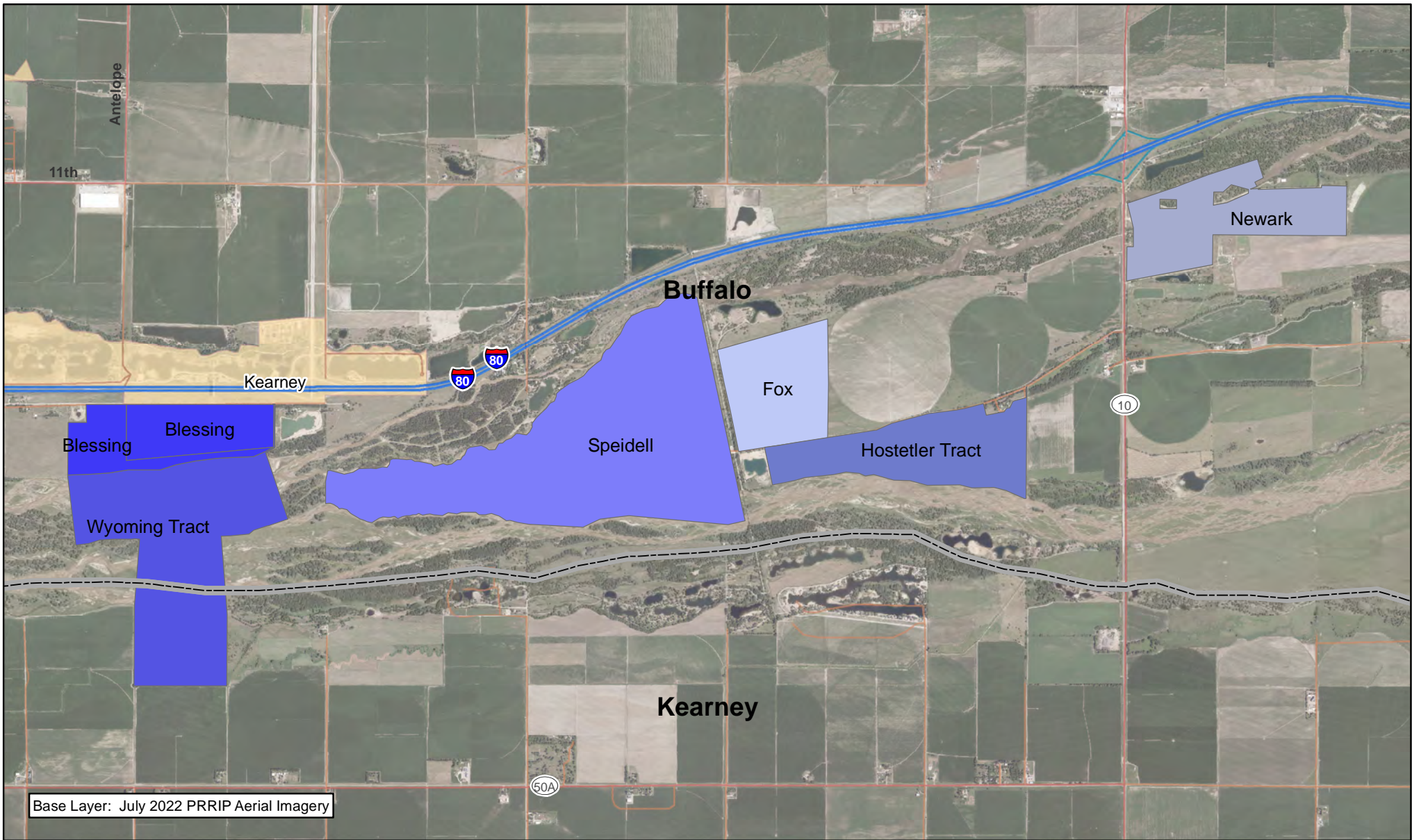


 Miles

1

PAWNEE
COMPLEX

Figure 6



Base Layer: July 2022 PRRIP Aerial Imagery



Legend

PRRIPTractNum

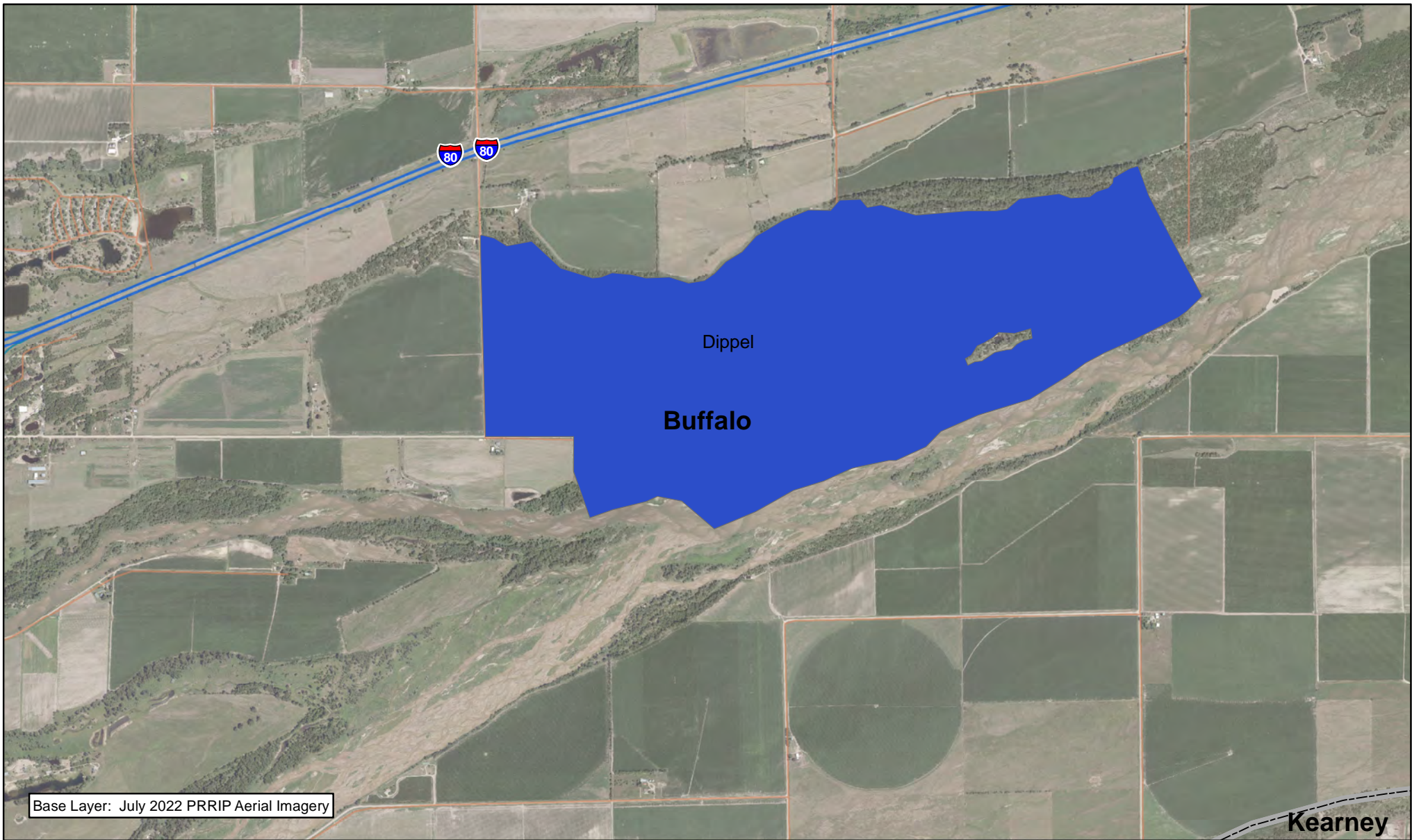
- 2008001
- 2009001
- 2009004
- 2009008
- 2012003
- 2015001



1.5 Miles

**FORT KEARNY
COMPLEX**

Figure 7

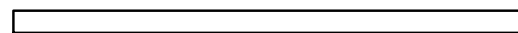


Base Layer: July 2022 PRRIP Aerial Imagery



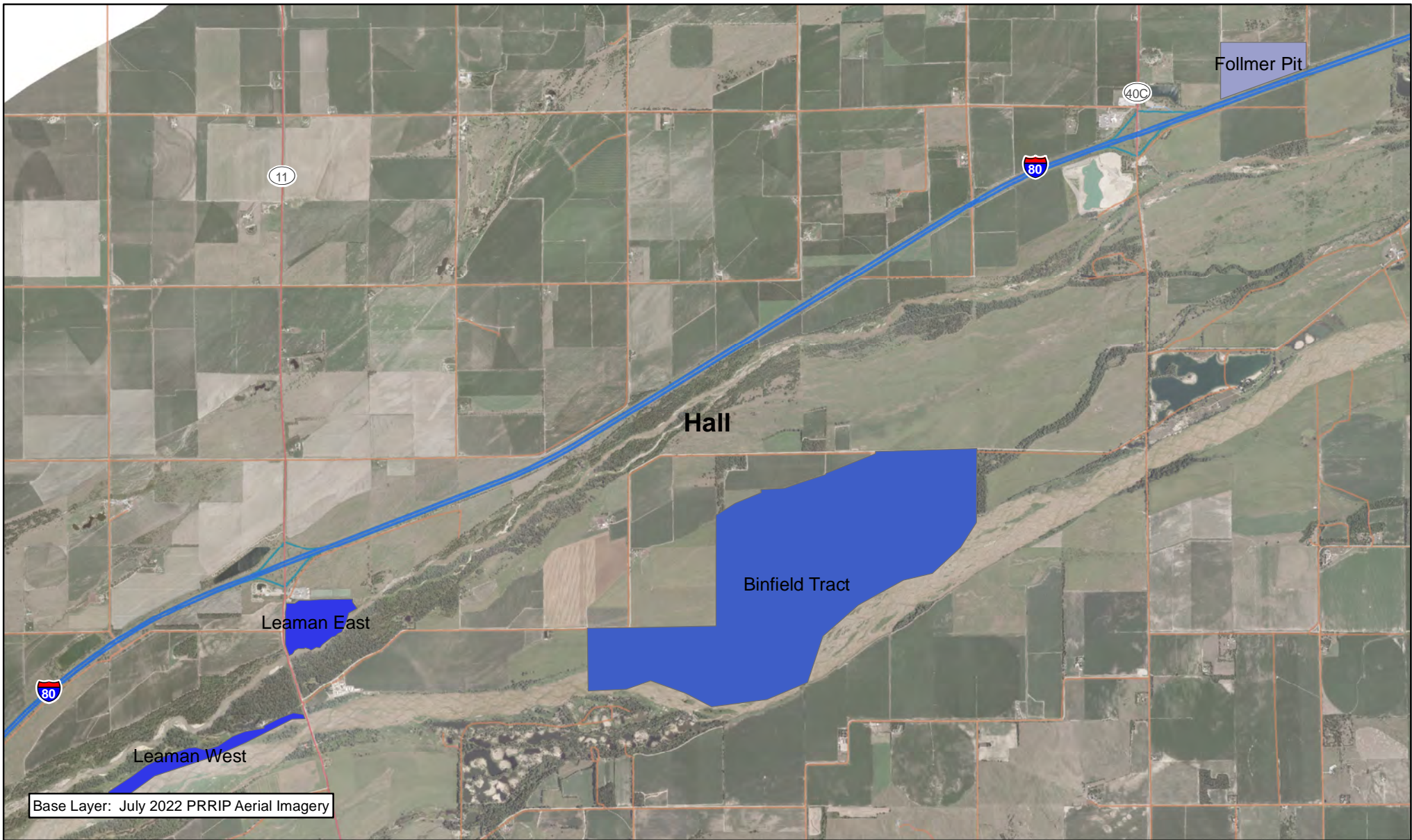
Legend
 County
PRRIPTractNum
 2018001







 Miles
1


CLARK ISLAND
COMPLEX

Figure 8



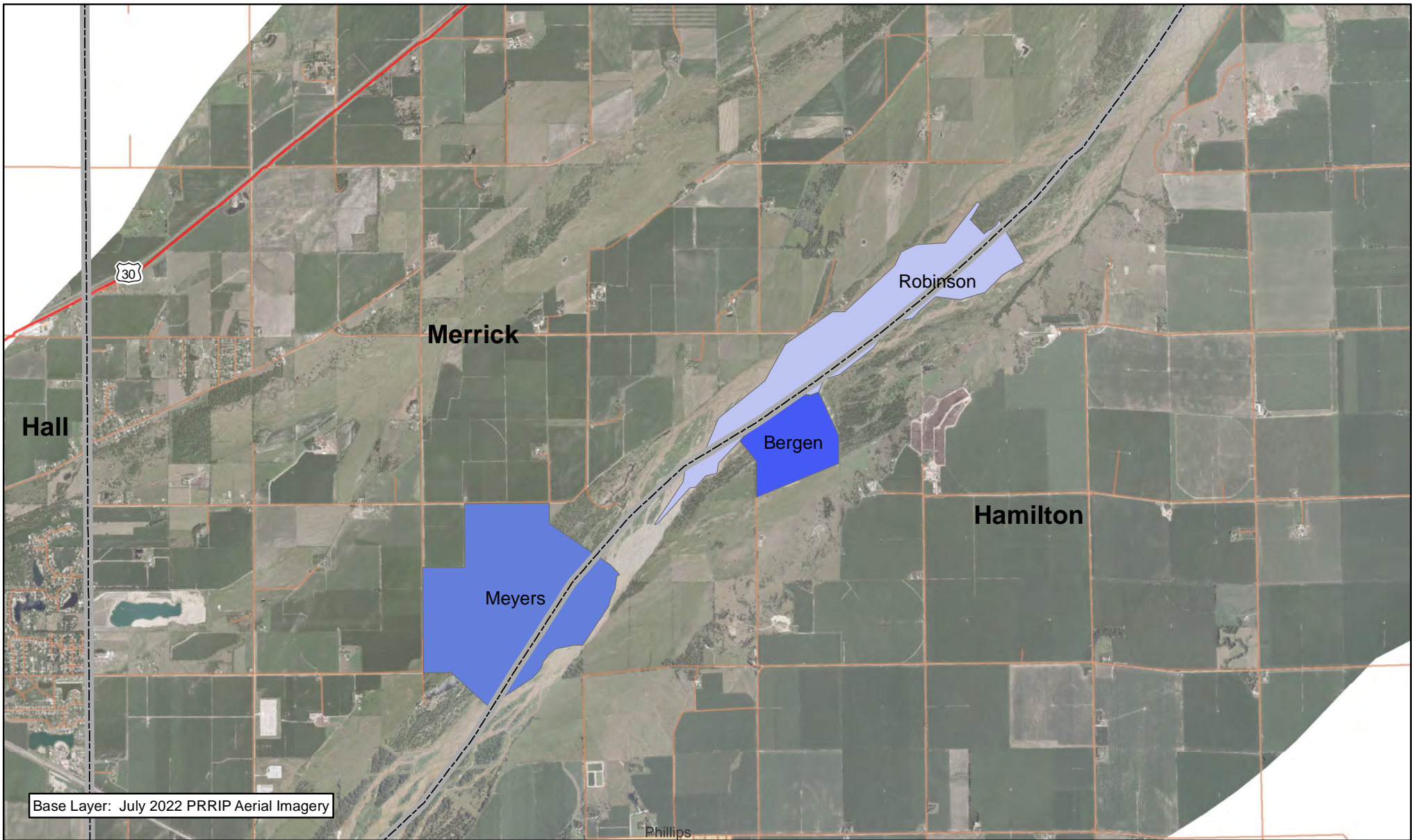
- Legend**
-  County
 - Conservation_lands**
 - PRRIPTractNum**
 -  2010004
 -  2011001
 -  2011002



 1.5 Miles

SHOEMAKER ISLAND
COMPLEX

Figure 9



Legend



County

Conservation_lands

PRRIPTractNum

2019001

2020001

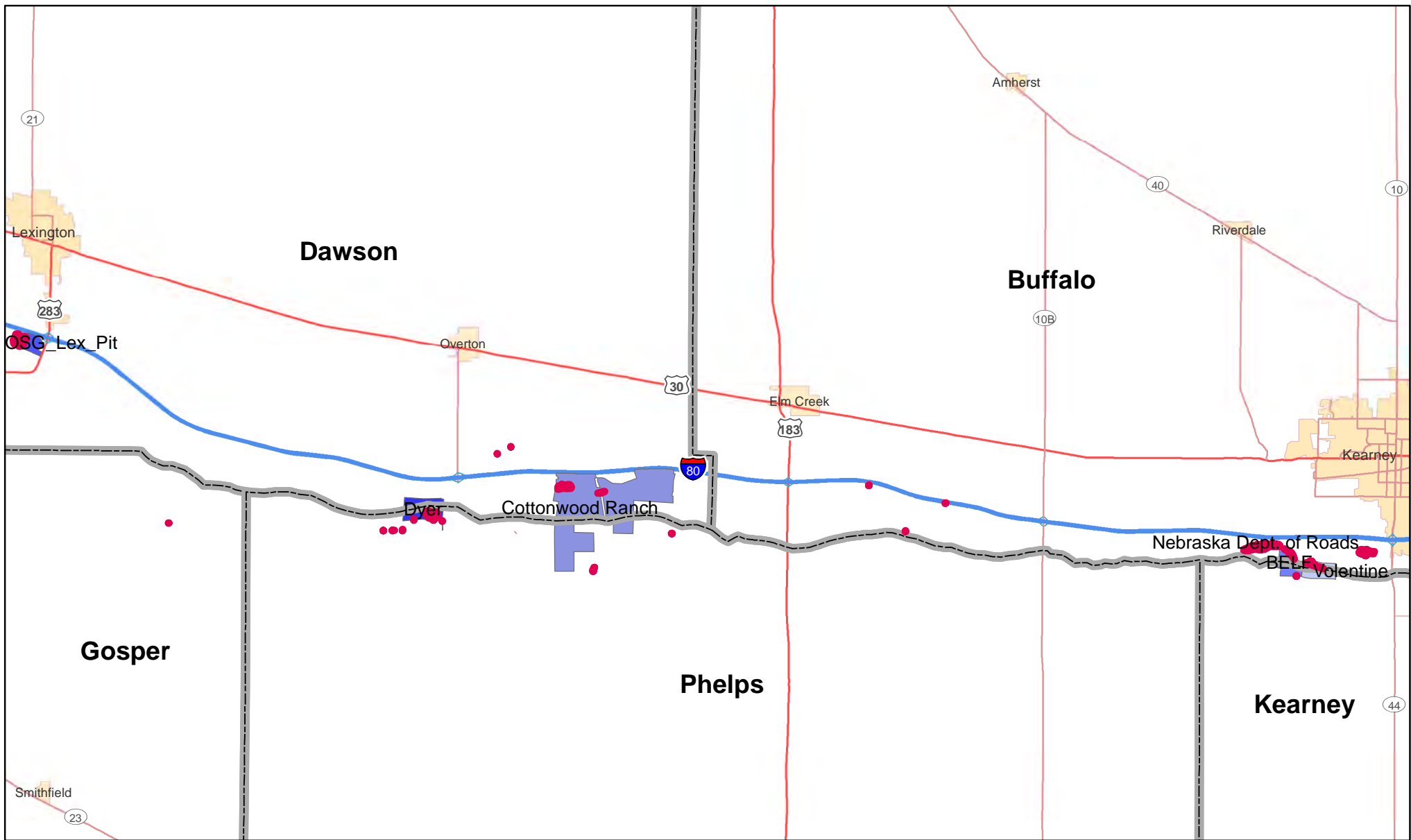
2021001



1.5 Miles

CHAPMAN
COMPLEX

Figure 10



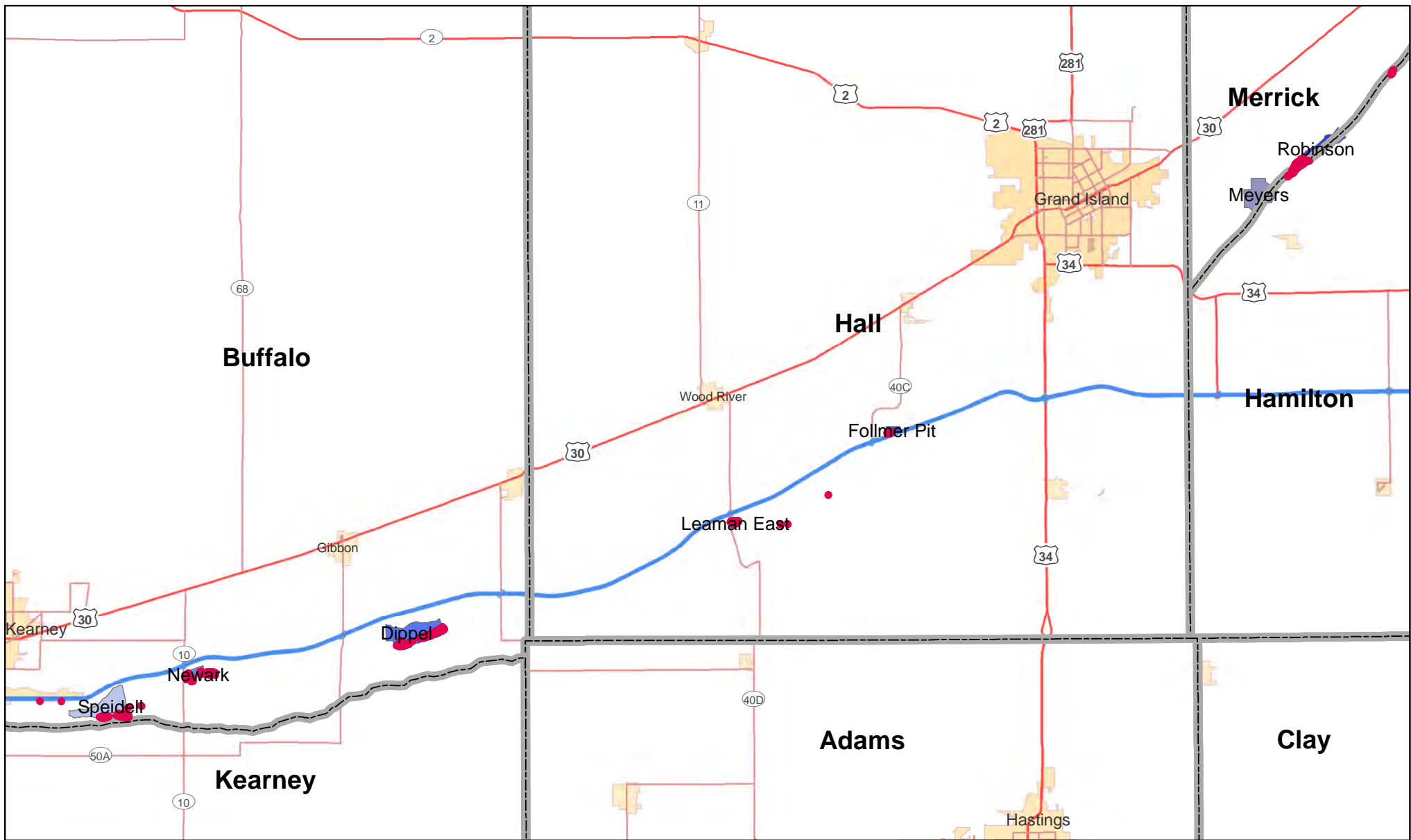
- Legend**
- County
 - Conservation_lands**
 - PRRIPTractNum**
 - 2008002
 - 2009003
 - 2010002
 - 2014002
 - 2015002
 - 2020002



10 Miles

OCSW BARE GROUND
WEST

Figure 11



Legend

County

Conservation_Lands

PRRIPTractNum

- 2009008
- 2011001
- 2011002
- 2015001
- 2018001
- 2020001
- 2021001



10 Miles

OCSW BARE GROUND
EAST

Figure 12

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

Chemical Application 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 November 15, 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 for it 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 of 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 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 **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 subcontractors, 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.

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 missions 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. The 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, the 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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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 work 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 in 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