



PRRIP – ED OFFICE MEMORANDUM

TO: GOVERNANCE COMMITTEE (GC)
FROM: EXECUTIVE DIRECTOR'S OFFICE (EDO)
SUBJECT: 2019 PRESCRIBED FIRE MANAGEMENT SERVICES
DATE: OCTOBER 23, 2018
CC:

Recommendation

The EDO recommends the GC execute a new one-year agreement with CHLOETA to procure a fourth year of Prescribed Fire Management Services during 2019. A draft contract is attached to this memorandum as **Exhibit A**.

Background

In early 2016, the Program procured three years of prescribed fire management services through a competitive selection process. CHLOETA was selected to perform these services and has provided responsive, effective and cost-efficient service during the past three fire seasons. The current CHOLETA contract expired in May of 2018. Given CHOLETA's effectiveness the single remaining year in the First Increment, the EDO explored the option of extending the CHOLETA contract for one year at current contract unit prices with the intent to conduct another multi-year procurement following First Increment Extension authorization. Conversations with NCF indicated the need to develop a new contract for future fire services due to new Federal contracting standards that were adopted after the existing contract was executed. Given the willingness of CHOLETA to perform 2019 fire services at existing contract rates, the EDO recommends extending the CHOLETA procurement term to include 2019 fire management services followed by a multi-year competitive selection for 2020-2023 services. This will require the execution of a new one-year agreement.

Budget Implications

CHLOETA has agreed to implement the Program's Prescribed Fire Management Services during 2019 at the current rate schedule if the procurement is extended for one year. The FY 2019 budget of \$75,000 is sufficient to cover Prescribed Fire Management Services during 2019.

PRRIP – ED OFFICE MEMORANDUM



Exhibit A

DRAFT 2019 CONTRACT



CHLOETA
2501 Liberty Pkwy, Ste 176
Midwest City, OK 73110
TIN# 26-3474042
DUNS #828519012

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 CHOLETA

Prescribed Fire Management Services

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 CHLOETA (“**Contractor**”). The following persons are authorized to represent the parties through this Contract: Diane Wilson of the Foundation, Jason Farnsworth of the **Program**; and Mark D. Masters 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. Work performed under this Contract shall occur from April 1, 2019 through May 31, 2019, or until the work required is satisfactory completed, whichever occurs first. Any extension of work beyond May 31, 2019 must be in writing, signed by both Parties.

4. Payment.

A. Reimbursement of Expenses. The **Program** agrees to pay the **Contractor** an amount based on the approved hourly rate and reimbursable expenses price schedules depicted in Exhibit B, attached to and incorporated by reference as part of this Contract for the services described in Exhibit A, attached to and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed seventy-five thousand dollars (\$75,000).

B. Project Budget. The total budget for this contract is seventy-five thousand dollars (\$75,000).

The amounts for each task are estimates only, but 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. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

C. Billing and Payment Procedures. Payment for mobilization and demobilization shall be made as the work proceeds, after presentation of billing reports by the Contractor showing specific mobilization and demobilization costs. If the total sum of such payments is less than the lump sum contract price, the unpaid balance will be included in the final contract payment. Payments for mobilization will not exceed 60% of the lump sum contract price. A minimum of 40% of the contract price will be retained until such time that demobilization is complete. Payment of the lump sum contract price for mobilization and demobilization will constitute full compensation for the completion of the work.

Payment for prescribed fire administration shall be made as the work proceeds, after presentation of billing reports by the Contractor showing specific prescribed fire administration costs. If the total sum of such payments is less than the lump sum contract price, the unpaid balance will be included in the final contract payment. Payment of the lump sum contract price for prescribed fire administration will constitute full compensation for the completion of the work.

Payment for prescribed fire implementation shall be made as the work proceeds, after presentation of billing reports by the contractor showing specific prescribed fire implementation costs. Payment shall be based on the number of acres burned by the Contractor. Acres burned will be measured based on the total area within each burn unit as described in Exhibit A. The Contractor will not be penalized for incomplete ignition within burn units as long as the Contractor makes a good faith effort to reignite unburned interior areas with adequate fuels.

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):

Jason M. 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: kennyj@headwaterscorp.com

D. Withholding of Payment. 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.S. 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**.

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. Materials and Tools. Unless otherwise expressly provided herein, or unless such expenses are previously approved by the Program in writing prior to their expenditure, Contractor agrees to provide, at its sole expense, all the necessary labor, machinery, tools, equipment, supplies, materials and appliances required to perform the Work.

D. 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.

E. Subcontracts. No subcontracts are allowed under this agreement..

F. 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.

G. Maps, Plans and Documents. One (1) copy of maps, plans, worksheets, logs, field notes or other documents prepared under this Contract, shall be submitted to the Program

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. 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. 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.

C. Monitor Activities. The Program shall have the right to monitor all Contract-related activities of the Contractor. 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.

D. 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.

E. 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.

F. 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.

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. 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.

G. 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.

H. 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.

I. 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 insure 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 a adversarial proceeding against the Platte River Recovery Implementation Program, its signatories, boards, commissions, or the Foundation, or

initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or *quo warranto*.

J. Entirety of Contract. This Contract, consisting of ten (10) pages, Exhibit A, consisting of thirteen (13) pages, Exhibit B, consisting of one (1) page, and Exhibit C, consisting of one (1) page, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. Proof of Insurance. 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 One Million Dollars (\$1,000,000) per occurrence.

(ii) **Motor Vehicle 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) 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.

R. 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.

S. 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.

T. 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.

U. Time is of the Essence. Time is of the essence in all provisions of the Contract.

V. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

W. 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.

9. Contacts.

Administrative Point of Contact (Foundation):

Diane M. Wilson
Manager of Public/Private Partnerships
Nebraska Community Foundation
PO Box 83107
Lincoln, Nebraska 68501-3107
Phone: (402) 323-7330
Fax: (402) 323-7349
Email: dwilson@nebcommfound.org

Admin. Point of Contact (Program):

Jason M. 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 R. Tunnell, Senior Land Manager
Platte River Recovery Implementation Prog.
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Email: tunnellt@headwaterscorp.com

Media Point of Contact (Program):

Dr. Bridget Barron, Director of Outreach
Platte River Recovery Implementation Prog.
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Email: barronb@headwaterscorp.com

Technical Point of Contact (Contractor):

Chet W. Dodrill, CFO
CHLOETA
2501 Liberty Pkwy, Ste 176
Midwest City, OK 73110
Phone: (877) 245-6382

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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

Diane M. Wilson
Manager of Public/Private Partnerships

Date

CHLOETA

Mark D. Masters
CEO

Date

EXHIBIT “A” SCOPE OF SERVICES

A. PROJECT DESCRIPTION

1. Location: *Contractor will prescribed fire management services in the PRRIP Associated Habitat Reach (AHR) in central Nebraska.*
2. Purpose: This project includes prescribed fire planning and administrative services associated in the spring of 2019.
3. History: CHLOETA has provided prescribed fire services for the PRRIP during the past three years. This scope of services extends all tasks and associated unit prices to the 2019 fire season.

B. SCOPE OF SERVICES

The Contractor will provide prescribed fire management services during the spring of 2019. The performance period will begin on April 1 and will end on or around May 31. 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 sixty mile reach of the Platte River in central Nebraska.

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.

Habitat Complexes

Program lands are generally organized into approximately 1,000 to 3,000 acre blocks referred to as habitat complexes. There are six habitat complexes distributed across the project area, containing most of the land to be burned on an annual basis. We anticipate burning approximately 1,000 -2,000 acres. Burn unit boundaries will be identified and provided to Contractor during February 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 can be conducted but must be authorized by the PRRIP Land Manager.
- Smoke Management will be a priority concern for contractor. All units are located within 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.

Plum Creek Complex

Contractor 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.
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.

Cottonwood Ranch Complex

Contractor 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.
3. Tracts 2008002, 2010001, 2009006 and 2013001 are located in the Overton Volunteer Fire Department.

Elm Creek Complex

Contractor 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.

3. Tract 2009002, 2009005, 2012001 and 2012002 are located in the Elm Creek Volunteer Fire Department Jurisdiction.

Pawnee Complex

Contractor 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.

3. Tracts 2014002 and 2015002 are located in the Kearney Volunteer Fire Department Jurisdiction.

Fort Kearny Complex

Contractor 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.

3. Tracts 2008001, 2009001, 2009004, 2010003, 2012003, and 2015001 are located in the Kearney Volunteer Fire Department Jurisdiction.

Shoemaker Island Complex

Contractor 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 1,524 acres, contains 1 tract of land and is 3 miles long.

3. Tract 2010004 is located in the Wood River Volunteer Fire Department Jurisdiction.

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 Grand Island. 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.

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. 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 Manager. 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 Manager 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 the day of the burn and any other planning notes recorded before or during the burn.

Burn Managers will follow the PRRIP Weather Parameter Standards 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, Burn Managers 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 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 burn managers 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's Land Manager 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 8:30 AM the day of the burn, the Burn Manager responsible for conducting the burn will notify the PRRIP Land Manager 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*.

Fireline installation and plowing will follow guidelines identified in the PRRIP Fireline Standards.

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 Manager or the Land Specialist. In general, the PRRIP Land Manager or Land Specialist will lead all discussion 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 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 Manager 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 shall 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).

PRRIP 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 Manager 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. The Land Specialist and the PRRIP Receptionist will also be copied on this e-mail. 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 Manager or the Land Specialist. If the escape impacts private property, the landowner should be contacted by the Land Specialist. 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 Manager 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 Boss 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 Land Manager 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, Burn Managers 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 Manager. Fully completed, legible, burn plans will be delivered to the PRRIP Land Manager within one week following the completion of the burn. These plans must be signed by the Burn Manager. Burn Managers 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=TAEFWFTA&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 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 burn managers 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's Land Manager 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.

1. 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

PRRIP 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 plot. 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 fire 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 Manager.

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.

EXHIBIT “B”
HOURLY RATE AND REIMBURSABLE EXPENSES
PRICE SCHEDULE 2018

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
001	Mobilization and Demobilization	LS	\$5,931
002	Prescribed Fire Administration	LS	\$610
003	Prescribed Fire Implementation	AC	\$43.59

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.

CHLOETA (“CONTRACTOR”)

By: Mark Masters

Mark D. Masters, CEO

Date