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**REQUEST FOR PROPOSAL**

**Platte River Recovery Implementation Program  
Grassland Vegetation Monitoring RFP**

**PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM**  
Office of the Executive Director  
4111 4<sup>th</sup> Avenue, Suite 6  
Kearney, Nebraska 68845

**February 24, 2022**



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Attachment 1 – PRRIP Vegetation Monitoring Protocol-2016 (2022).

Attachment 2 – List of Program owned or managed grassland areas to be surveyed.

Attachment 3 – Maps of Program owned or managed grassland areas to be surveyed.

Attachment 4 – Program’s Consultant Example Contract.



1                                   **PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM**  
2                                   **REQUEST FOR PROPOSALS**

3  
4   **SUBJECT:**                                   **Grassland Vegetation Monitoring**  
5  
6   **REQUEST DATE:**                                   March 11, 2022  
7   **PRE-PROPOSAL MEETING:**                                   March 25, 2022  
8   **CLOSING DATE:**                                   April 8, 2022  
9   **POINT OF CONTACT:**                                   Tim R. Tunnell  
10   Land Coordinator  
11   Headwaters Corporation  
12   *tunnellt@headwaterscorp.com*  
13

14   **I.       OVERVIEW**

15   The Platte River Recovery Implementation Program (Program) was initiated on January 1, 2007,  
16   between Nebraska, Wyoming, Colorado, and the Department of the Interior (DOI) to address  
17   endangered species issues in the central and lower Platte River basin. The species considered in  
18   the Program, referred to as “target species”, are the whooping crane, piping plover, interior least  
19   tern, and pallid sturgeon.  
20

21   A Governance Committee (GC) reviews, directs, and provides oversight for activities undertaken  
22   during the Program. The GC is comprised of one representative from each of the three states,  
23   three water user representatives, two representatives from environmental groups, and two  
24   members representing federal agencies. The GC has named Mr. Jason Farnsworth to serve as the  
25   Program Executive Director (ED). Program staff are in Nebraska and Colorado and are  
26   responsible for assisting in carrying out Program-related activities.  
27

28   The Program’s long-term goal is to improve and maintain the associated habitats. This goal  
29   includes: 1) improving and maintaining habitat for whooping cranes and reproductive habitat for  
30   least terns and piping plovers; 2) reducing the likelihood of future listings of other species found  
31   in this area; and 3) testing the assumption that managing flow in the central Platte River also  
32   improves the pallid sturgeon’s lower Platte River habitat. The DOI and states commit to  
33   achieving the following objectives by the end of the First Increment of the Program: protecting,  
34   restoring where appropriate, and maintaining at least 10,000 acres of habitat in the central Platte  
35   River area between Lexington and Chapman, Nebraska. The Program’s management objectives  
36   are to: 1) improve survival of whooping cranes during migration; 2) improve least tern and  
37   piping plover production; 3) avoid adverse impacts on pallid sturgeon in the Lower Platte River;  
38   and 4) within overall objectives 1-3, provide benefits to non-target listed species and non-listed  
39   species of concern and reduce likelihood of future listing.  
40

41   As outlined in the Program’s Land Plan, the initial focus of the acquisition process has been on  
42   obtaining interests in and protecting wet meadow and channel habitat between Lexington and  
43   Chapman, Nebraska which are suitable for development into “habitat complexes.” A “habitat  
44   complex” consists of wet meadows, channel areas, and buffers. “Channel area” is the portion of



45 the river that conducts flow and is bounded on either side by stable banks or permanent islands  
46 with vegetation that obstructs view. At low flows it includes interconnected small channels and  
47 exposed sand or gravel bars and non-permanent islands. “Wet meadows” are areas with a  
48 generally level or low-lying undulating surface consisting of a mosaic of swales with wetland  
49 soils and vegetation and ridges with upland native or restored grasslands. “Buffer” is used to  
50 shield wet meadow or channel habitat areas from potential disturbances and may include an  
51 extended wet meadow or channel area, upland grassland, pasture, hay land, cropland, palustrine  
52 wetland, woodland, managed sandpits, or a combination of these and other compatible land  
53 features. In developing parcel-specific management plans, the Program selects restoration,  
54 maintenance and other management measures believed to provide benefit to the target species or  
55 that do not harm or may benefit other Program “species of concern,” when such activities are  
56 consistent with the needs of the target species. Management activities conducted on Program  
57 owned or managed grassland or wet meadow habitat areas generally include, but are not limited  
58 to grazing, haying, prescribed burns, and tree and noxious weed removal.

59  
60 The GC submits this Request for Proposals (RFP) to solicit proposals from Consultants to  
61 provide technical services to implement a vegetation monitoring protocol on Program owned or  
62 managed grassland and wet meadow habitat areas. The scope of services includes  
63 implementation of a vegetation monitoring protocol that will provide the Program an inventory  
64 of the vegetation communities and plant species compositions on all Program owned or managed  
65 grassland and wet meadow habitat areas. The term Consultant shall be used throughout this  
66 document to describe both the RFP Respondent providing the proposal and Consultant (the  
67 successful Respondent) who would be performing the work upon award of the project.

68

## 69 **II. PROJECT DESCRIPTION**

70 In 2007, the Program began acquiring and securing land through management agreements  
71 along the central Platte River. Much of the 4,518 acres of grassland or wet meadow that  
72 will be monitored in 2022 was grassland when acquired; however, some parcels have  
73 recently been converted from agricultural cropland to grassland. Program owned and  
74 managed grasslands were acquired or secured to provide benefits to whooping cranes and  
75 increase whooping crane use along the central Platte River and as such, are managed to  
76 ensure a portion of these properties provide short- structured grassland vegetation during  
77 the spring (March-April) and fall (October-November) whooping crane migration  
78 seasons. Management for this purpose, however, is believed to have the potential to  
79 result a shift in vegetation communities and/or plant species composition over time.

80

81



82 **III. SCOPE OF WORK**

83 The Consultant will be responsible for the implementation of a vegetation monitoring  
84 protocol that will provide the Program an inventory of the vegetation communities and  
85 plant species compositions on Program owned or managed grassland habitat areas.  
86 General Consultant services to be completed for this RFP are as follows:  
87

88 1) Vegetation Monitoring

89 Implement the Vegetation Monitoring Protocol in Attachment 1 on Program owned or  
90 managed grassland habitat areas during 2022.

91 2) Reporting

92 Develop a summary report that includes detailed accounts of species occurrence and  
93 abundance within the areas sampled. Metrics of interest for each area sampled include  
94 plant species richness, abundance, dominance, and diversity; percent cover of each  
95 species at each site; comparison of coverage of cool-season species (exotic, native,  
96 sedges) and warm-season species (exotic, native); percent cover of grass-like species,  
97 exotic forbs, native forbs, litter, and bare ground; Floristic Quality Index (FQI); and  
98 weighted FQI. Report should include an overall assessment of the condition of each site  
99 based upon the metrics above.

100

101 This contract will be on a one-year basis, with the option to renew, re-compete, or cancel  
102 at the discretion of the Program.

103

104 Vegetation monitoring conducted within the scope of this project will be conducted on all  
105 Program owned or managed grassland or wet meadow habitat areas identified in Attachment 2  
106 and delineated in Attachment 3. The objectives for vegetation monitoring include:

107 Objective 1: Inventory natural vegetation communities and plant species composition on  
108 Program owned or managed grassland and wet meadow areas.

109 ○ Scale – All Program owned, or managed grassland areas specified in Attachment  
110 2 and delineated in Attachment 3.

111 ○ Focus – Vegetation communities and general plant species composition

112 ○ Timeline – 25 June – 15 July 2022

113 ○ Reference – Terrestrial Ecological Systems and Natural Communities of  
114 Nebraska (Version IV – March 9, 2010)

115 Objective 2: Identify invasive/noxious vegetation and Program species of concern on  
116 Program owned or managed grassland areas.

117 ○ Scale – All Program owned, or managed grassland areas specified in Attachment  
118 2 and identified in Attachment 3.

119 ○ Timeline – 25 June – 15 July 2022

120 ○ Reference – Nebraska state listed noxious weeds and Program species of concern  
121



122 **IV. PROJECT BUDGET**

123 An estimated project budget should be submitted in the proposal. Proposals will be evaluated  
124 based on project design and completeness, Consultant qualification, and cost. A final scope of  
125 work and project budget will be negotiated prior to commencement of work.

126

127 **V. CONTRACT TERMS**

128 The selected Consultant will be retained by:

129

130 Nebraska Community Foundation

131 PO Box 83107

132 Lincoln, NE 68501

133

134 Proposal should indicate whether the Consultant agrees to the contract terms as outlined in the  
135 attached Program's Consultant Contract (Attachment 4) or provide a clear description of any  
136 exceptions to the terms and conditions.

137

138 The term of the contract will be for a period beginning May 1, 2022, and terminating December  
139 1, 2022, with an option to renew at the sole discretion of the GC. Contracted services will be  
140 performed on a time and material not to exceed basis. Under the final contract, written Notice to  
141 Proceed from the Executive Director will be required before works begins. All work will be  
142 contingent on availability of Program funding.

143

144 **VI. SUBMISSION REQUIREMENTS**

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

147

148 *Instructions for Submitting Proposals*

149 One paper copy and one electronic (PDF) copy of your proposal must be submitted to Tim  
150 Tunnell at the Program office in Kearney Nebraska *no later than 5:00 p.m. Central time on April*  
151 *8, 2022.* Maximum allowable proposal PDF size is 8MB, and proposals are to be limited to a  
152 total of 50 pages or less. A proposal is late if received by the office any time after 5:00 p.m.  
153 Central time and will not be eligible for consideration.

154

155 Questions regarding the information contained in this RFP should be submitted to Tim Tunnell at  
156 [tunnelt@headwaterscorp.com](mailto:tunnelt@headwaterscorp.com). A list of compiled Consultant questions and responses will be  
157 maintained on the Program web site ([www.PlatteRiverProgram.org](http://www.PlatteRiverProgram.org)) in the same location as this  
158 RFP solicitation.

159

160

161 RFP Schedule

162 The ED Office expects to complete the selection process and award the work by approximately  
163 April 22, 2022. The following table represents the RFP schedule:  
164

Description	Date	Time (Central)
Issue RFP	March 11, 2022	NA
Pre-proposal meeting	March 25, 2022	2:00 PM
Last day for respondents to submit questions regarding the RFP	April 1, 2022	5:00 PM
Proposals due from respondents	April 8, 2022	5:00 PM
Evaluation of proposals	April 9, 2022, thru April 22, 2022	
Award of Work	On or before April 22, 2022	
Start of Work	On or before June 1, 2022	
Completion of Work	On or before December 1, 2022	

165

166 Pre-Proposal Meeting

167 A **mandatory** pre-proposal meeting of interested parties will be held on March 25, 2022, from  
168 2:00 to 3:00 p.m. Central Time via conference call/ virtual meeting for the purpose of  
169 familiarizing the respondents with the work scope and requirements included herein before  
170 submitting a response to this RFP. Please email Tim Tunnell at [tunnellt@headwaterscorp.com](mailto:tunnellt@headwaterscorp.com)  
171 for the conference call dial-in information or virtual meeting link, along with a list of people  
172 from your party expected to join in the pre-proposal conference call by 3:00 p.m. Central Time  
173 on March 18, 2022.

174

175 The meeting will include a brief overview by the ED Office regarding the objectives of the  
176 project, the scope of services, and the timeline. It is the respondent's responsibility, while at the  
177 pre-proposal meeting/conference call, to ask questions necessary to understand the RFP so the  
178 respondent can submit a proposal that is complete and according to the RFP requirements. No  
179 minutes will be distributed by the ED Office regarding the meeting.

180

181 Proposal Content

182 Proposals should respond to the following general topics:  
183

184

184 **1) Project understanding:** Discussion that demonstrates the Consultant's understanding of  
185 common vegetation sampling methods related to the Program's vegetation monitoring needs  
186 and complete understanding of the Programs vegetation monitoring protocol.  
187

188

188 **2) Project approach:** Discussion of the Consultant's approach to achieving the monitoring  
189 objectives of this project including critical issues, tasks, or considerations that may have  
190 shaped your approach. This section should not be a reiteration of the general scope of work  
191 presented in Section III of this RFP. That scope was provided as general guidance and  
192 original thinking and/or discussion of ways to meet Program objectives are welcome.  
193

193



- 194 **3) Qualifications and project experience:** Provide project team organization,  
195 resumes/qualifications, and responsibilities. Identify relevant project experience including the  
196 involvement/role of the proposed team in those projects.  
197
- 198 **4) Schedule:** Identify general schedule and critical issues for tasks in 2022. Given that the final  
199 scope will be developed following Consultant selection, the schedule discussion should focus  
200 on critical tasks such as timing of protocol development, data collection, and report writing.  
201 The Program will need a minimum of 30 days to review and approve the monitoring protocol  
202 prior to implementation as well as a minimum of 30 days to review the draft and final reports  
203 so plan the schedule accordingly.  
204
- 205 **5) Conflict of interest statement** addressing whether any potential conflict of interest exists  
206 between this project and other past or on-going projects, including any projects currently  
207 being conducted for the Program.  
208
- 209 **6) Description of insurance** shall be provided with the proposal. Proof of insurance will be  
210 required before a contract is issued. Minimum insurance requirements are described in the  
211 attached Program’s Consultant Contract (Attachment 4).  
212
- 213 **7) Acceptance of the terms and conditions** as outlined in the attached Program’s Consultant  
214 Contract, or clear description of any exceptions to the terms and conditions.  
215
- 216 **8) Affirmative statement** that neither the firm nor the principals of the firm are on the federal  
217 suspended and disbarred list. If the firm has a DUNS number, please provide to assist in  
218 verification.  
219

220  
221 Criteria for Evaluating Proposals

222 The Governance Committee appointed a Proposal Selection Panel that will evaluate all proposals  
223 and select a Consultant based on the following principal considerations:  
224

- 225 1. The Consultant’s understanding of the Program’s vegetation monitoring needs.  
226
- 227 2. The Consultant’s approach to meeting the objectives of this project including identification  
228 of and addressing critical project tasks and issues.  
229
- 230 3. Qualifications and the relevant experience of the proposed project team members and firm.  
231

232 Award Notice

233 After completing the evaluation of all proposals and, if deemed necessary, interviews, the  
234 Proposal Selection Panel will select a Consultant. That firm will negotiate with the ED Office to  
235 establish a fair and equitable contract. If an agreement cannot be reached, a second firm will be  
236 invited to negotiate and so on. If the Program is unable to negotiate a mutually satisfactory  
237 contract with a Consultant, it may, at its sole discretion, cancel and reissue a new RFP.



238 Program Perspective

239 The Governance Committee of the Program has the sole discretion and reserves the right to  
240 reject any and all proposals received in response to this RFP and to cancel this solicitation if it is  
241 deemed in the best interest of the Program to do so. Issuance of this RFP in no way constitutes a  
242 commitment by the Program to award a contract, or to pay Consultant’s costs incurred either in  
243 the preparation of a response to his RFP or during negotiations, if any, of a contract for services.  
244 The Program also reserves the right to make amendments to this RFP by giving written notice to  
245 Consultants, and to request clarification, supplements, and additions to the information provided  
246 by a Consultant.

247  
248 By submitting a proposal in response to this solicitation, Consultants understand and agree that  
249 any selection of a Consultant or any decision to reject any or all responses or to establish no  
250 contracts shall be at the sole discretion of the Program. To the extent authorized by law, the  
251 Consultant shall indemnify, save, and hold harmless the Nebraska Community Foundation, the  
252 states of Colorado, Wyoming, and Nebraska, the Department of the Interior, members of the  
253 Governance Committee, and the Executive Director’s Office, their employees, employers, and  
254 agents, against any and all claims, damages, liability, and court awards including costs, expenses,  
255 and attorney fees incurred as a result of any act or omission by the Consultant or its employees,  
256 agents, sub-Consultants, or assignees pursuant to the terms of this project. Additionally, by  
257 submitting a proposal, Consultants agree that they waive any claim for the recovery of any costs  
258 or expenses incurred in preparing and submitting a proposal.

259  
260 **VII. AVAILABLE INFORMATION**

261 The following pertinent Program-related documents can be accessed from the Program web site  
262 ([www.PlatteRiverProgram.org](http://www.PlatteRiverProgram.org)):

- 263
- 264 • *Platte River Recovery Implementation Program, Final Program Document.* October 24,  
265 2006.
  - 266 • *Platte River Recovery Implementation Program, Attachment 3, Adaptive Management Plan.*  
267 October 24, 2006.
  - 268 • *Platte River Recovery Implementation Program, Attachment 4, Land Plan.* December 7,  
269 2005.



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PRRIP – ED OFFICE FINAL

- 1 **Attachment 1** – PRRIP Vegetation Monitoring Protocol-2016 (2022).
- 2



## **PRRIP GRASSLAND VEGETATION MONITORING PROTOCOL**

### **I. INTRODUCTION**

The Platte River Recovery Implementation Program (PRRIP or Program) has acquired or secured management agreements for parcels of grassland along the Platte River Valley between Lexington and Chapman, Nebraska with the long-term goal of improvement and maintenance of migration and reproductive habitat for least terns, piping plovers, and whooping cranes. Vegetation surveys on native and restored grassland areas are necessary to monitor potential shifts in vegetation communities and/or plant species composition over time.

### **II. PURPOSE**

The grassland vegetation monitoring protocol describes the design, concepts and methods being used as repeatable measures to monitor potential changes in vegetation communities and/or plant species composition over time. Program grassland vegetation monitoring objectives include:

- 1) Provide an inventory of plant species composition on Program owned or managed grassland, wet meadow habitat and cropland areas that have been converted to grassland.
- 2) Identify and locate invasive and noxious plant species and program species of concern. Noxious plant species will be located in order to help with eradication and control. The locations of other species of concern including invasive species and rare or threatened and endangered species will be recorded to inform future management decisions.
- 3) Determine species composition in each sample area in order to track potential shifts in dominant species. Data collected will be used in comparative analyses to determine changes in vegetative communities and dominant species.

### **III. DESIGN CONSIDERATIONS**

#### **III.A. Area of Interest**

The area of interest consists of Program owned or managed grassland areas along the Platte River beginning at the junction of U.S. Highway 283 and Interstate 80 near Lexington, Nebraska and extending eastward to Chapman, Nebraska.

#### **III.B. Project Design**

Data plots will be used to collect density data. This protocol is designed to use subsamples of the vegetation population as a whole to make inferences about the density of desirable and undesirable species.



### III.C. Timing

Surveys will be conducted between June 25 and July 15.

## IV. METHODS

### IV.A. Definitions

Canopy Cover – Area covered by a plant species as one looks down upon an area of specified size.

Cool-season Species – Plant species characterized by flowering early in the season and sometimes additionally later in the fall. Many of the invasive and non-native species are cool season species.

Daubenmire Frame – 20 x 50-centimeter frame placed on the ground to delineate the sampling area. Daubenmire frames are most often used to sample vegetative cover of vegetation or frequency of plant species.

Dominant Species – Most abundant species in a given geographic area.

Introduced Species – Plant species found outside their native range. Synonymous with Non-indigenous.

Macroplot – Large plot within a study area which may or may not include additional smaller plots. In this study the macroplot is 300 meters<sup>2</sup> and includes smaller plots.

Microplot – Small plot usually included within a larger macroplot. In this study the microplots are 100 cm<sup>2</sup> and are delineated using a Daubenmire frame.

Native Species – Plants species which are in a certain range as a result of natural processes excluding human introduction.

Parcel – Segment of sampled grasslands delineated by fence lines and/or property boundaries

Rare Species – Less abundant species as compared to other species in a particular area.

Transect – A line following the UTM northing or easting location along which macroplot centerlines will be located.

Vegetative Cover – Percent canopy cover within a plot area.

Warm-season Species – Plant species characterized by flowering in summer and fall. Many, though not all, native species are warm-season species.



Species of Concern – Plant species which are of conservation interest to the Program, threatened, endangered, or rare. Species of concern include, but are not limited to the following species:

Scientific Name	Common Name
<u>Cypripedium candidum</u>	Small white lady’s slipper
<u>Platanthera praeclara</u>	Western prairie fringed orchid
<u>Salicornia rubra</u>	Saltwort

Species of Interest – Plant species which may be indigenous or introduced and which may become invasive to the extent of limiting native species diversity. Species of interest include, but are not limited to the following invasive species:

Scientific Name	Common Name
<u>Elaeagnus angustifolia L.</u>	Russian olive
<u>Juniperus virginiana L.</u>	Eastern red cedar
<u>Phalaris arundinacea L.</u>	Reed canarygrass

And the following noxious weeds:

Scientific Name	Common Name
<u>Carduus acanthoides L.</u>	Plumeless thistle
<u>Carduus nutans L.</u>	Musk thistle
<u>Centaurea diffusa Lam.</u>	Diffuse knapweed
<u>Centaurea stoebe L. ssp. micranthos (Gugler) Hayek</u>	Spotted knapweed
<u>Cirsium arvense (L.) Scop.</u>	Canada thistle
<u>Euphorbia esula L.</u>	Leafy spurge
<u>Fallopia japonica (Houtt.) Ronse Decr.</u>	Japanese knotweed
<u>Lespedeza cuneata G. Don</u>	Sericea lespedeza
<u>Lythrum salicaria L.</u>	Purple loosestrife
<u>Phragmites australis (Cav.) Trin. Ex Steud.</u>	Common reed
<u>Tamarix ramosissima Ledeb.</u>	Saltcedar

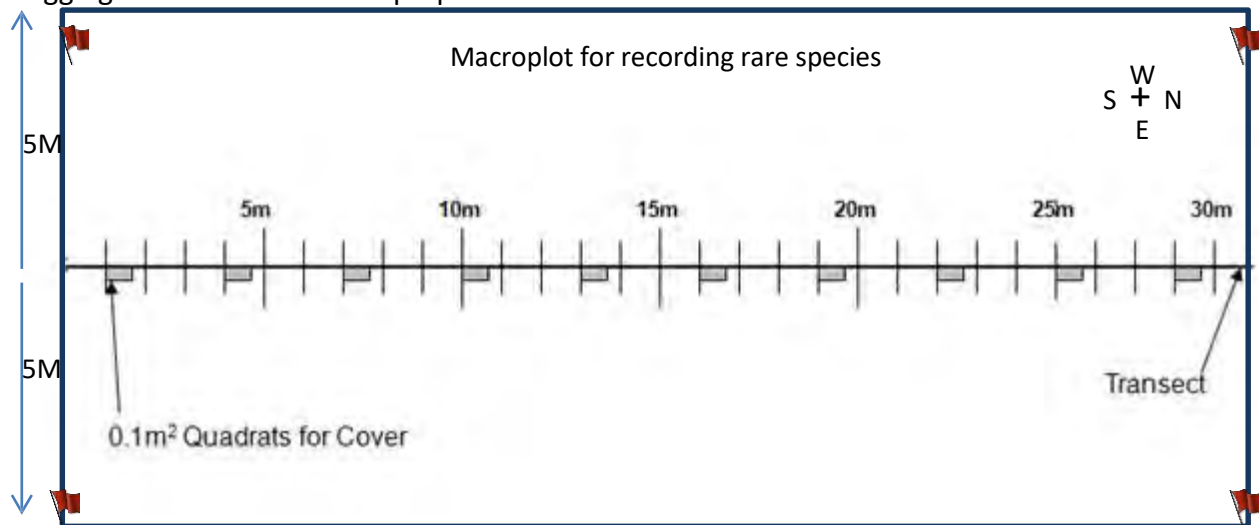


### IV.B. Vegetation Sampling

Each end of the centerline transect of previously sampled locations are marked with a 24-inch long rebar rod buried in the ground. Use of a GPS unit to navigate to the location of the rebar and a metal detector will be used to pinpoint the exact location of the ends of the centerline transect. The ends of each transect can be marked with a wooden lathe and/or fluorescent flag as to make locating each transect easy. Flags/ lathe will be removed when survey is completed. Shapefile of transect locations will be provided.

#### Plot Layout

- Locate the wood lathe and/or fluorescent flags that mark the centerline of the macroplot first and lay out a 30-meter tape from rebar to rebar. This will be the centerline of the sampling area, bisecting the macroplot.
- Stake the ends of the tape firmly in the ground and do not allow vegetation to deflect the alignment of the tape. The tape should be aligned as close to the ground as possible.
- After setting up the transect, use a second tape to establish the macroplot by temporarily flagging the corners 5 meters perpendicular from the transect centerline on either side.



Microplots will be spaced at 3-meter intervals. A total of ten microplots will be located lengthwise along the transect beginning 1 meter from the start (southern or eastern end) of each transect in order to ensure consistency among plots. In order to reposition microplots as closely as possible, relocate the base of previously identified perennial shrubs or forbs located along the centerline and position microplot sampling areas accordingly. The four corners of the macroplot will be located by following a line perpendicular to the centerline and measuring 5 meters to each corner.



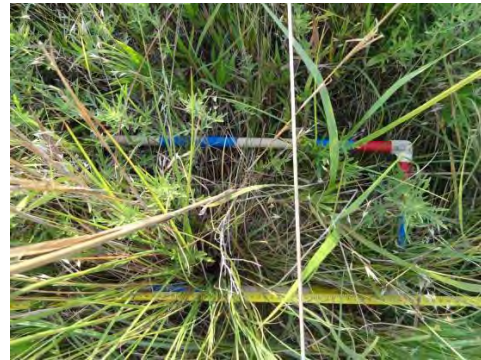
For sites not previously sampled, a minimum of one macroplot will be placed for every 30 acres of sampled grassland and a minimum of 3 plots will be sampled per site. If possible, plots will be located within each soil type of each parcel, but if not, the soil types with the largest area in the parcel will be sampled. Prior to field excursions, approximate locations of transects and macroplots will be marked on aerial maps in locations that appear to cover potential differences in vegetation communities within each parcel. Care will be taken to place each new plot in such a way to ensure the entire macroplot will lie within the same soil type and vegetation community type so as not to mix soil type or plant community type within any transect or macroplot. The Consultant will exercise professional judgement and if necessary, will relocate any plot that does not meet this criteria. If such changes are made, the Program's EDO staff will be notified on the same day that such changes are made. Each end of transects will be marked with a 24-inch-long rebar and a wood lathe and/or fluorescent flag and a GPS location will be recorded at both ends of the transect using a survey-grade RTK GPS unit. A total of ten microplots will be located lengthwise along the transect beginning 1 meter from the start of each transect to ensure consistency among plots. Microplots will be spaced at 3-meter intervals. Microplots will be located from south to north along easting lines or east to west along northing lines for consistency, ease of relocation, and to cover as many soil types as possible. The four corners of each macroplot will be located by following the easting line perpendicular to the midline and measuring 5 meters to each corner. The midline of each macroplot will be located along a 30 meter (approx. 100 ft.) transect running south to north. To ensure consistency in future resampling, the "starting end" of each transect should be the southern or eastern end of the transect and the "far end" of the transect should be the northern or western end. The orientation of each transect will be noted as indicated on the data form. Locate the base of 3 perennial forbs or shrubs located near the centerline (Preferably touching the centerline) of the plot and indicate their exact location. For example, *Amorpha canescens* located at the 9-meter mark touching centerline on the west side, *Vernonia baldwinii* touching centerline on the east side at 20.5 meters and *Solidago missouriensis* located 0.5 meters east of centerline at the 21.5-meter mark. The location of shrubs and forbs will serve as additional markers to relocate plots in the future.

### Photographs

- One photograph should be taken looking in the direction of the transect line showing the starting-point marker and the tape.
- The second photograph should be taken looking down on a representative quadrat from above.
- When the photographs are downloaded, label them with parcel, date, and transect or quadrat. If sampling plot 1, the photos would be labeled (ParcelName13\_001\_T; ParcelName13\_001\_Q) 13=year, T=Transect, Q=Quadrat



Example Transect Photo

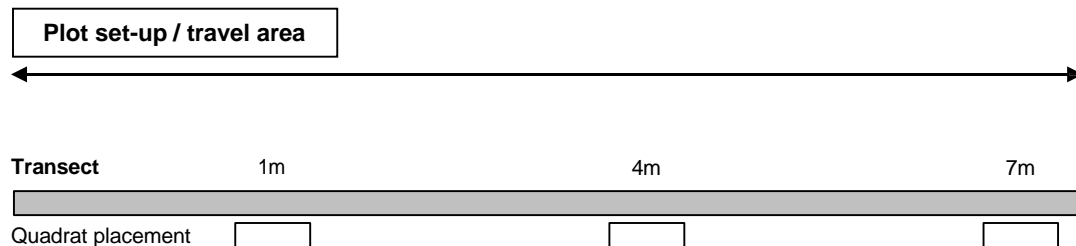


Example Quadrat or Microplot Photo

\*Take additional photographs of the site or site conditions if you believe the photograph will add valuable information. Label additional photos by parcel, year, and plot number (e.g., ParcelName\_13\_001).

### Sampling Along Transects

- Beginning at 1 m from the start of the transect, place 0.1m<sup>2</sup> quadrats (20 cm x 50 cm) every 3 m (i.e., 1m, 4m, 7m, etc.) along the transect for a total of 10 samples. Reduce disturbance (i.e., trampling) to the area that you are going to sample by walking along one side of the transect when setting up the initial plot and placing quadrats on the opposite side (see below).



### Canopy Cover (Daubenmire Method) Microplot Sampling Protocol

As the Daubenmire frame is placed along the tape at the specified intervals, estimate the canopy coverage of each plant species. Record the data by microplot and species using the cover classes listed below. Vegetative cover will be estimated using canopy cover for all species within each microplot.

- Observe the microplot frame from directly above and estimate the cover class for all individuals of a plant species in the microplot as a unit. All other kinds of plants are ignored as each plant species is considered separately.
- Imagine a line drawn about the leaf tips of undisturbed canopies and project these polygonal

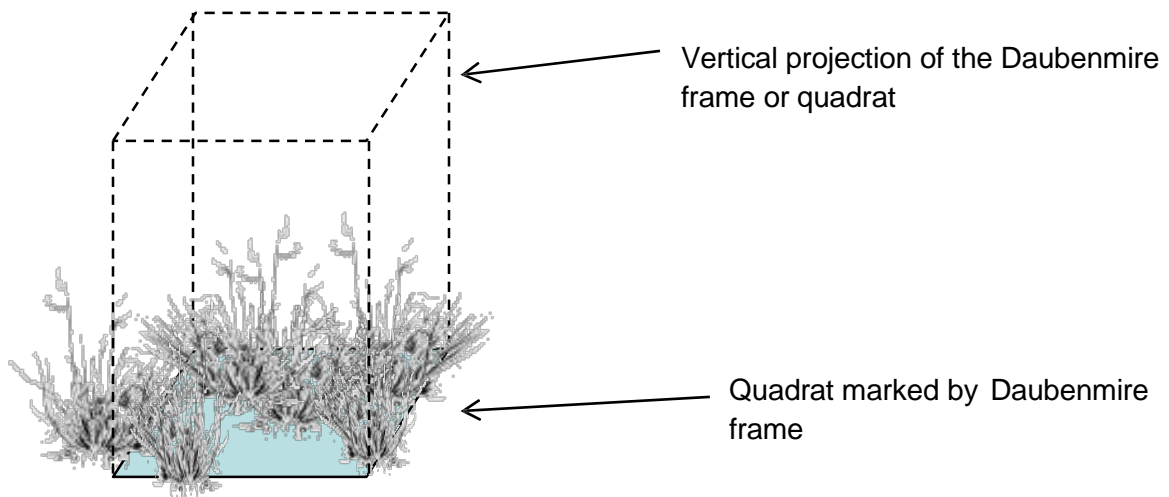




images onto the ground. This projection is considered “canopy coverage”. Decide which Cover Class the species falls into and record it on the form.

- Canopies extending over the microplot are estimated even if the plants are not rooted in the microplot.
- Overlapping canopy cover is included in the cover estimates by species therefore, total cover may exceed 100 percent. Total cover will not reflect actual ground cover.

Cover Class	Cover Range	Cover Midpoint
1	<5%	2.5%
2	5-25%	15%
3	25-50%	37.5%
4	50-75%	62.5%
5	75-95%	85%
6	95-100%	97.5%



**Other Cover Estimates (to include when measuring Daubenmire plots)**

As the microplot frame is placed along the tape at the specified intervals, estimate the ground coverage of bare ground, litter, rocks, woody debris (dead), lichen, and moss. Bare ground and litter are often difficult to estimate because they are generally interspersed with live vegetation. With all cover estimates, be as consistent as possible.



### Rare Species – Microplot Sampling

Using a 300 m<sup>2</sup> rectangular macroplot (10 x 30 m), record the presence of additional species and cover not identified in the microplots. Find and estimate the cover of additional plant species by systematically proceeding through the macroplot in 1-meter-wide swaths looking for species not identified in the microplots. For each species found, estimate how much cover it occupies in the macroplot: <1%, 1-5%, or >5%. All species found while sampling and traveling from 1 sample area to the next will be included in a complete species list.

### IV.C. Data Collection

In addition to sampling data, the following information will be recorded at each microplot:

Surveyor(s) Name – Name or initials of the surveyor(s) who collect data within the macroplot.

Date (Month/Day/Year) – Date of the observations, e.g., XX/XX/2022.

GPS Waypoint – Geographical location of the point of interest. UTM's are preferred (record easting and northing – e.g., 0309161 and 5226923). Points will be located in UTM Zone 14.

Parcel Id – Name of the parcel in which the plot is located.

Plot # – Number of plot in the parcel

Transect Heading – The compass direction the transect is oriented. Transects will all be oriented north to south unless conditions on the ground indicate that an east to west orientation is more appropriate.

Soil Type – Soil type where the plot is located

Forb Species Markers – Location of the base of 3 perennial shrubs or forbs along the centerline (preferably touching the centerline) of the plot and indicate their exact location. For example, *Amorpha canescens* located at the 9 meter mark touching centerline on the west side, *Vernonia baldwinii* touching centerline on the east side at 20.5 meters and *Solidago missouriensis* located 0.5 meters east of centerline at the 21.5 meter mark.

### V. ANALYSIS

Basic data analysis will be performed and reported for data collected. A summary of the Daubenmire cover data will include percent cover by species for each parcel and the percent frequency for each plant species. A summary will be provided that indicates increases or decreases in species of concern and noxious weeds, and potential changes in vegetation community for all parcels previously surveyed.



## **VI. QUALITY ASSUARANCE**

All observers will be trained in the sampling procedures and in identification of species expected within the sampling areas prior to beginning sampling. Data forms will be completed and inspected by the recorder and the location team leader each day. The team leader will insure completeness and consistency among forms.

## **VII. REPORTS**

Deliverables for this project include:

- Data sheets
- Data analysis
- Plant species list
- Table of plot locations
- Table of waypoints
- Shapefiles of plot locations
- Summary report



**VIII. DATA SHEETS Macroplot sheet**

Date: \_\_\_\_\_ Plot #: \_\_\_\_\_ Observers: \_\_\_\_\_

GIS ID: \_\_\_\_\_ Parcel Name: \_\_\_\_\_ County: \_\_\_\_\_

Easting: \_\_\_\_\_ Soil Type: \_\_\_\_\_ Transect Heading: \_\_\_\_\_

Northing: \_\_\_\_\_ Shrub/Forb 1: \_\_\_\_\_ S/F 1 location: \_\_\_\_\_

\_\_\_\_\_ Shrub/Forb 2: \_\_\_\_\_ S/F 2 location: \_\_\_\_\_

\_\_\_\_\_ Shrub/Forb 3: \_\_\_\_\_ S/F 3 location: \_\_\_\_\_

\_\_\_\_\_

**Macroplot  
Cover**

**Species Codes**

<1%	
1-5%	
>5%	



Microplot sheet

Cover Classes: 1 (0-5%), 2 (6-25%), 3 (26-50%), 4 (51-75%), 5 (76-95%), 6 (96-100%)

SPECIES CODE	Quadrat Number									
	1	2	3	4	5	6	7	8	9	10
Litter										
Bare Ground										
Other										



3 **Attachment 2** – List of Program owned or managed grassland areas to be surveyed.

4

<b>Site</b>	<b>Habitat Complex</b>	<b>County</b>	<b>Tract Number</b>	<b>Pasture Name</b>	<b>Acres</b>	<b># of Transects</b>
1	Plum Creek	Phelps	2009003	Dyer Grazing	125	6
2	Plum Creek	Phelps	2009007	Cook Hay	61	3
3	Cottonwood Ranch	Dawson	2008002	CWR-North-1	28	3
4	Cottonwood Ranch	Dawson	2008002	CWR-North-2	53	3
5	Cottonwood Ranch	Dawson	2008002	CWR-North-3	59	3
6	Cottonwood Ranch	Dawson	2008002	CWR East Lloyd Island	252	9
7	Cottonwood Ranch	Phelps	2008002	CWR Marshall Calving	92	3
8	Cottonwood Ranch	Phelps	2008002	CWR-NW	145	5
9	Cottonwood Ranch	Phelps	2008002	CWR-SW	128	5
10	Cottonwood Ranch	Phelps	2008002	CWR-NE	150	5
11	Cottonwood Ranch	Phelps	2010001	Morse-N	166	6
12	Cottonwood Ranch	Phelps	2010001	Morse-hay-N	12	3
13	Cottonwood Ranch	Phelps	2010001	Morse Crop	30	3
14	Cottonwood Ranch	Phelps	2010001	Morse-SW	153	6
15	Cottonwood Ranch	Phelps	2010001	Morse -Middle	135	5
16	Cottonwood Ranch	Phelps	2010001	Morse-hay-S	44	3
17	Elm Creek	Buffalo	2009005	McCormick South	42	4
18	Elm Creek	Buffalo	2009005	McCormick North Island	34	3
19	Elm Creek	Buffalo	2012001	Sullwald-Hay meadow	36	3
20	Elm Creek	Buffalo	2012002	John-North wet meadow	381	13
21	Elm Creek	Buffalo	2015003	NGPC	11	3
22	Fort Kearny	Kearney	2008001	WY-S	118	4
23	Fort Kearny	Buffalo	2009001	Fox	181	5
24	Fort Kearny	Buffalo	2009004	Hostetler-crop	222	8
25	Fort Kearny	Buffalo	2012003	Blessing	68	3
26	Fort Kearny	Buffalo	2015001	Speidell-NE_Grazing Unit	298	10
27	Fort Kearny	Buffalo	2015001	Speidell-SW_Grazing Unit	148	7
28	Clark Island	Buffalo	2018001	Dippel Grazing Unit	376	14
29	Shoemaker Island	Hall	2010004	Binfield West Pasture	361	13
30	Shoemaker Island	Hall	2010004	Binfield South Hay Meadow	30	3
31	Shoemaker Island	Hall	2010004	Binfield East Pasture	179	4
32	Shoemaker Island	Hall	2010004	Binfield West Hay Meadow	124	5
33	Shoemaker Island	Hall	2010004	Binfield South Meadow	57	3
34	Chapman	Hamilton	2019001	Bergren Meadow	70	3
35	Chapman	Hamilton	2019001	Bergren Accreation	63	3
36	Chapman	Merrick	2021001	Meyers Trust Meadow	86	3
<b>TOTAL</b>					<b>4,518</b>	<b>185</b>

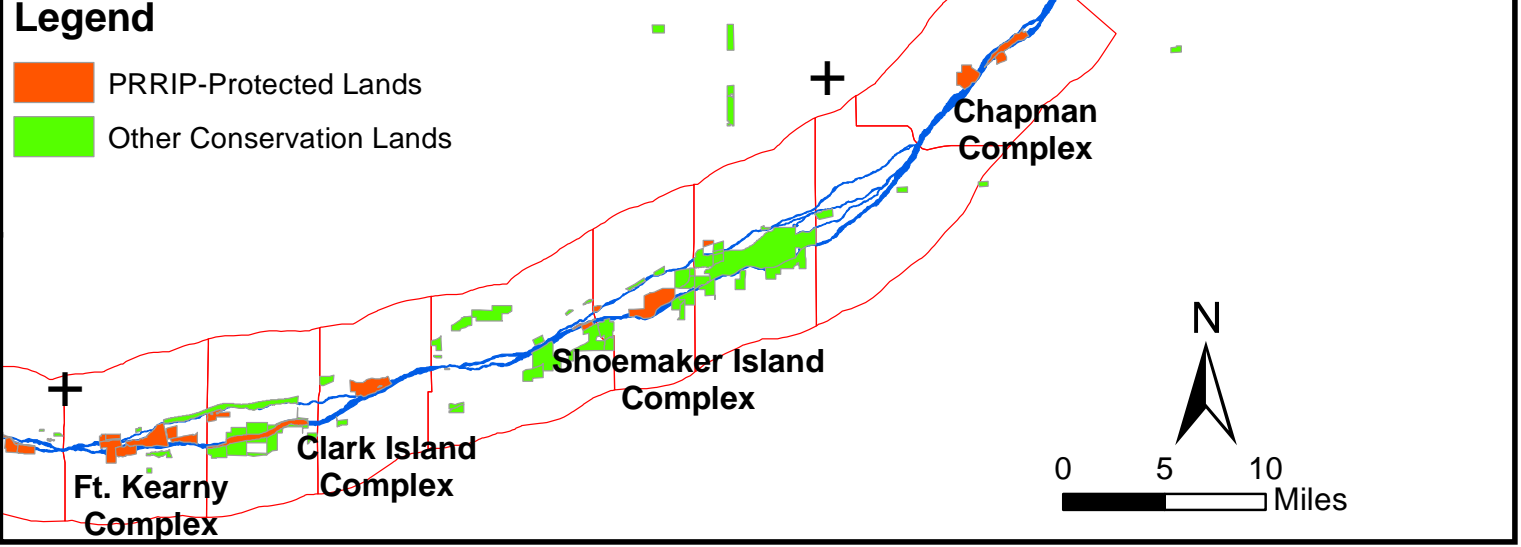
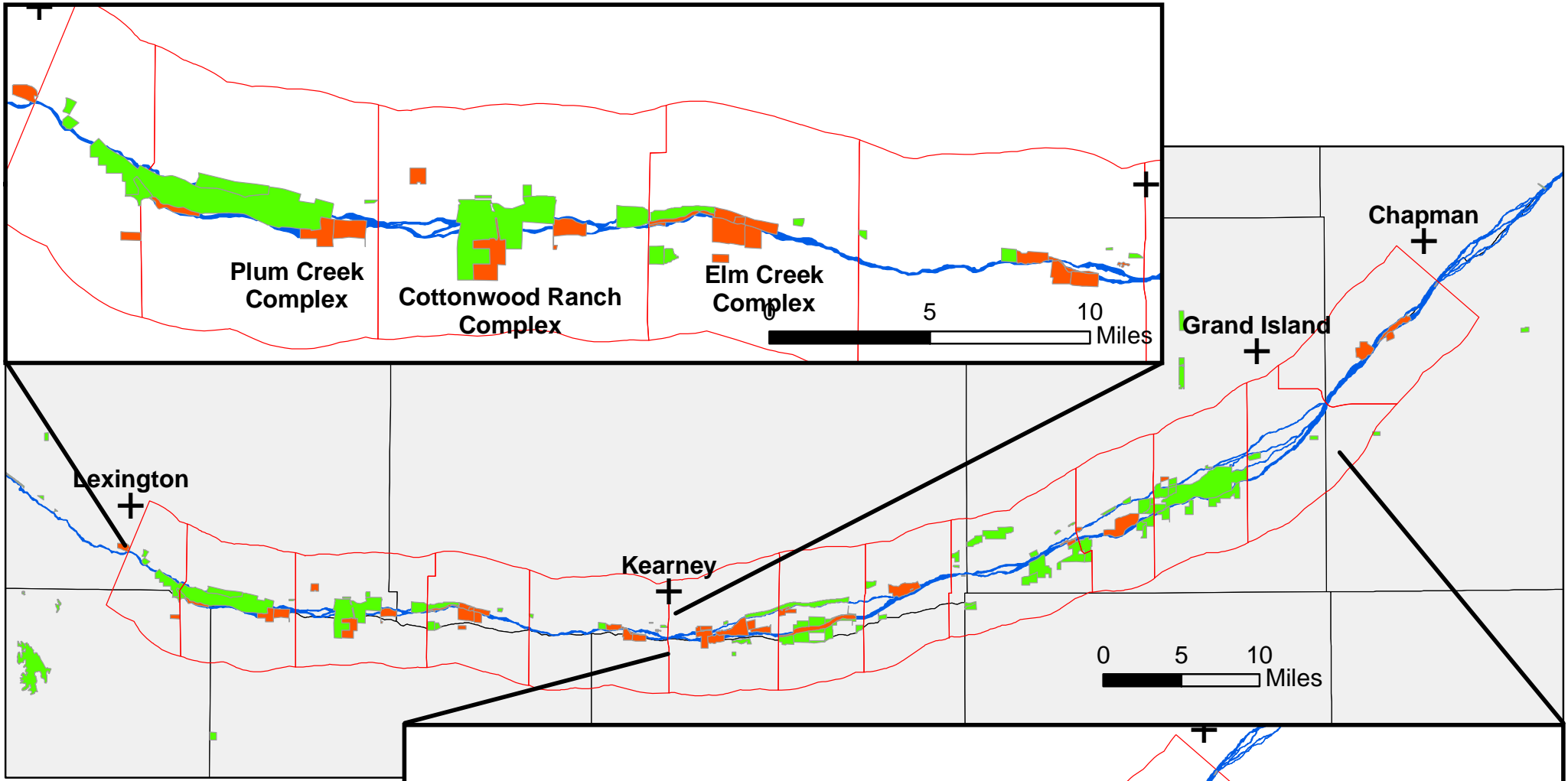


PRRIP – ED OFFICE FINAL

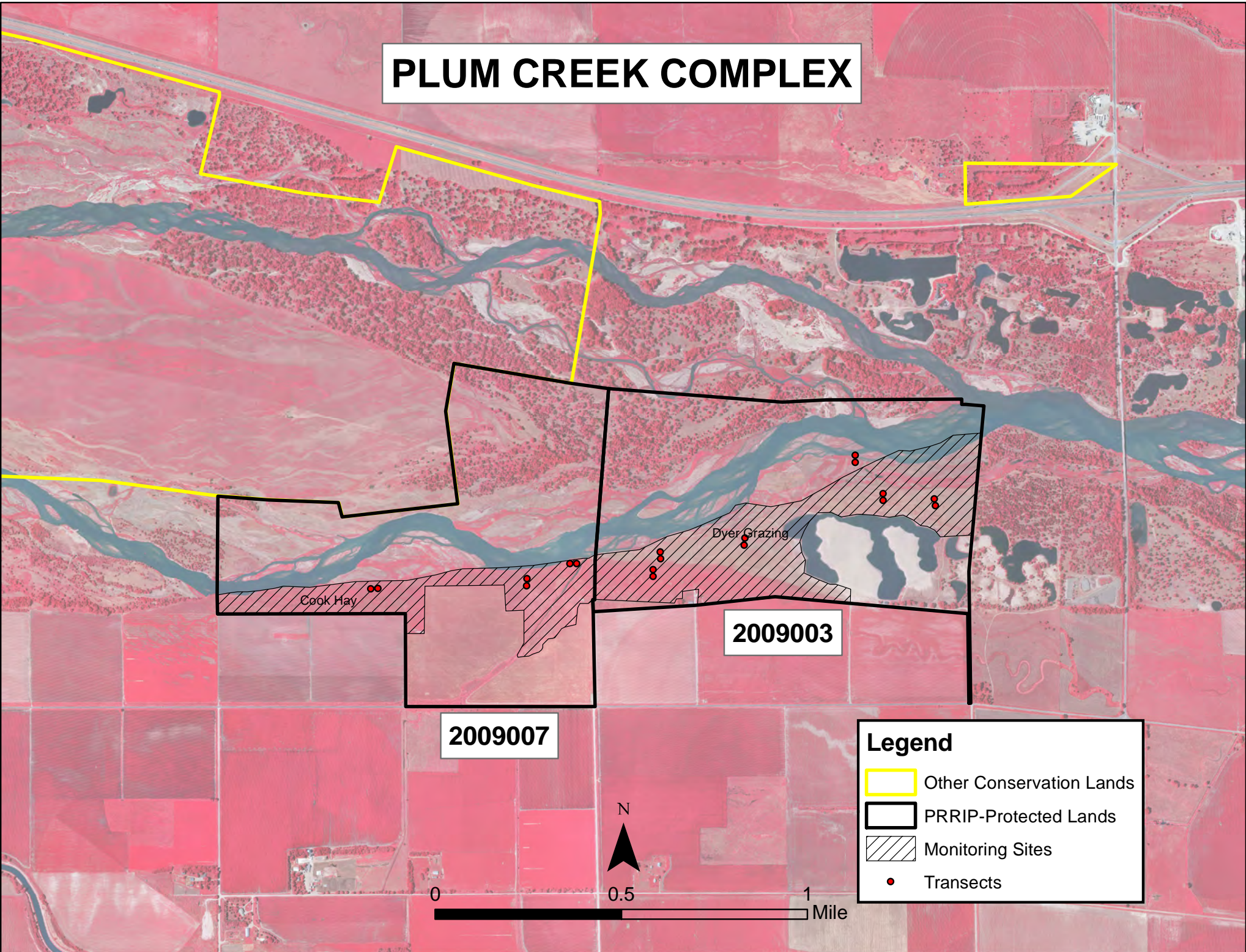
5 **Attachment 3** – Maps of Program owned or managed grassland areas to be surveyed.

6





# PLUM CREEK COMPLEX



Cook Hay

Dyer Grazing

2009007

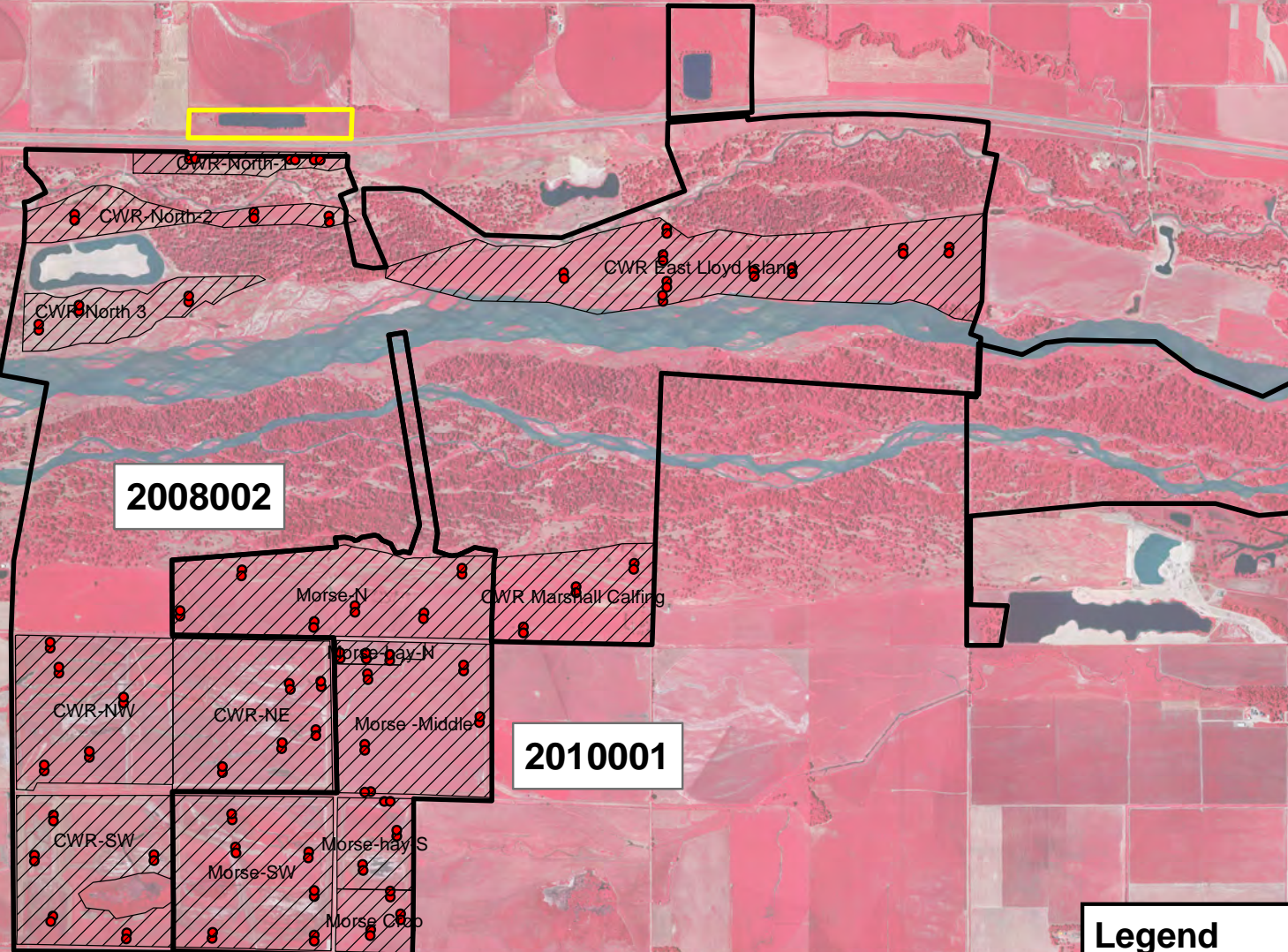
2009003

**Legend**

- Other Conservation Lands
- PRRIP-Protected Lands
- Monitoring Sites
- Transects







# COTTONWOOD RANCH COMPLEX



2008002

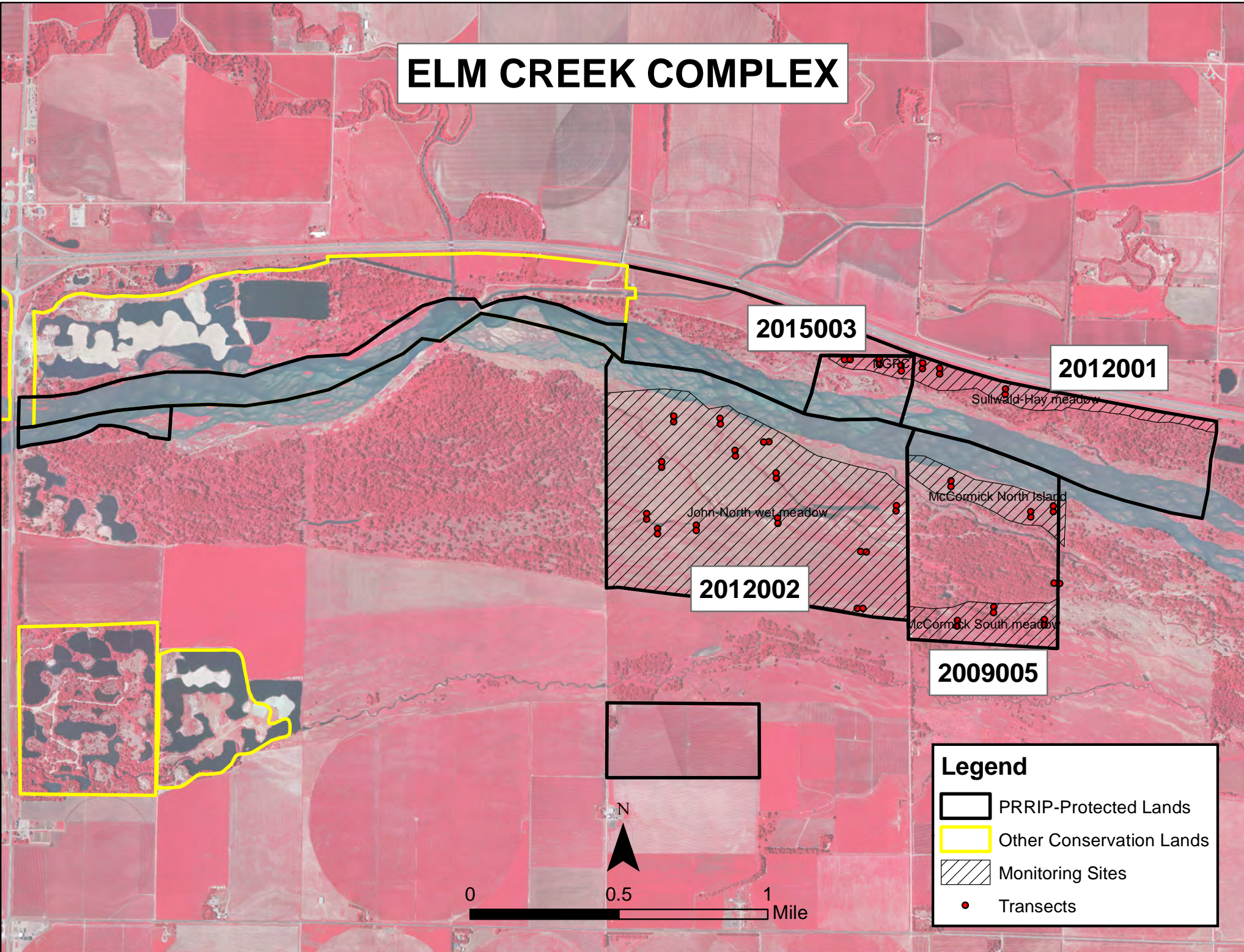
2010001

**Legend**

-  Other Conservation Lands
-  PRRIP-Protected Lands
-  Monitoring Sites
-  Transects



# ELM CREEK COMPLEX



2015003

2012001

2012002

2009005

## Legend

- PRRIP-Protected Lands
- Other Conservation Lands
- Monitoring Sites
- Transects

0 0.5 1 Mile

# FORT KEARNY COMPLEX

2012003

2009001

2009004

2015001

2008001

Blessing

Speidell-NE\_Grazing Unit





Fox

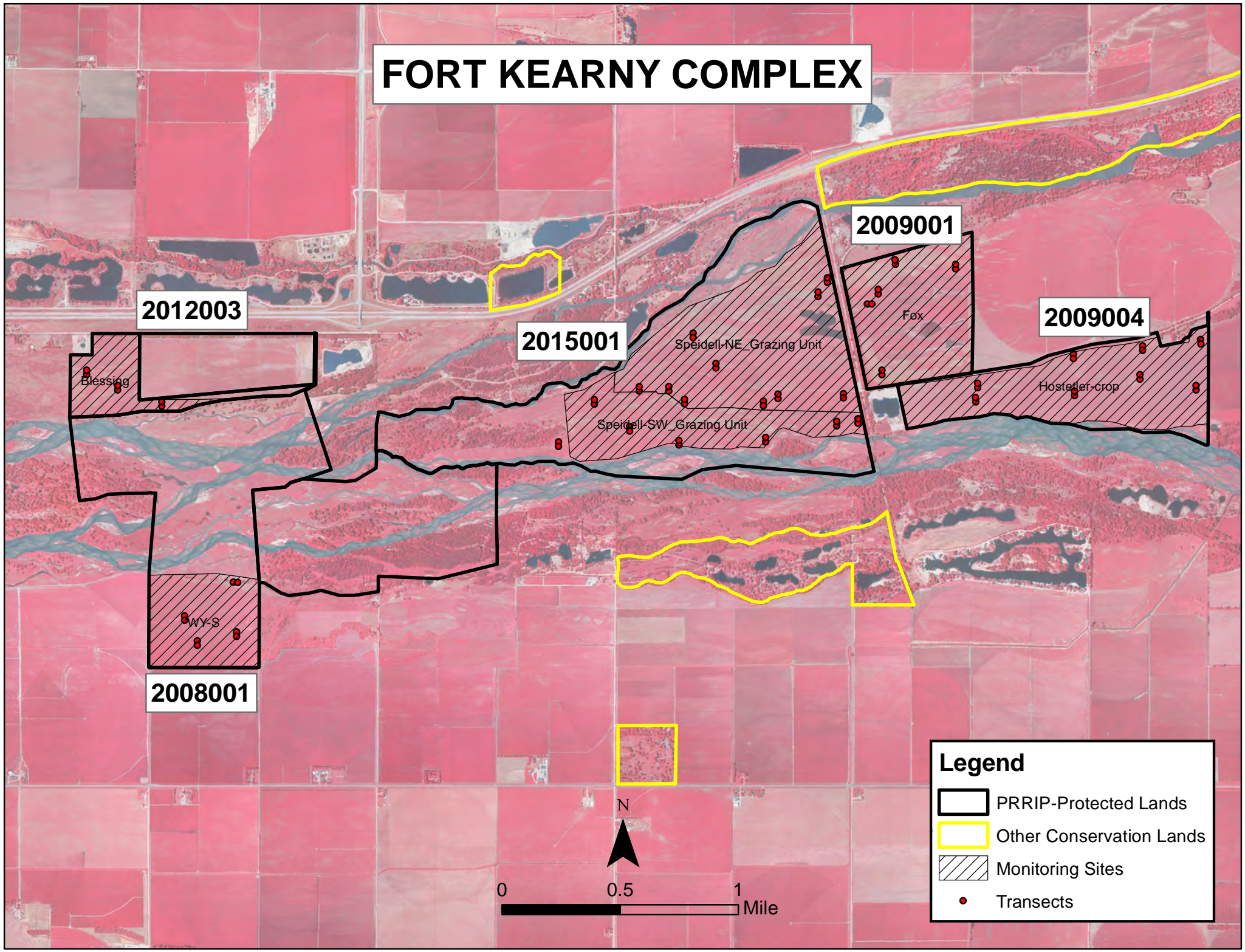
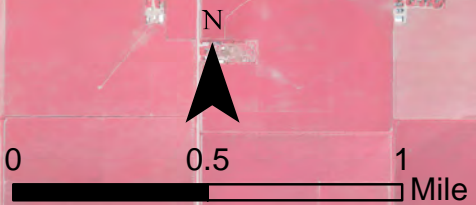
Hostetter-crop

Speidell-SW\_Grazing Unit

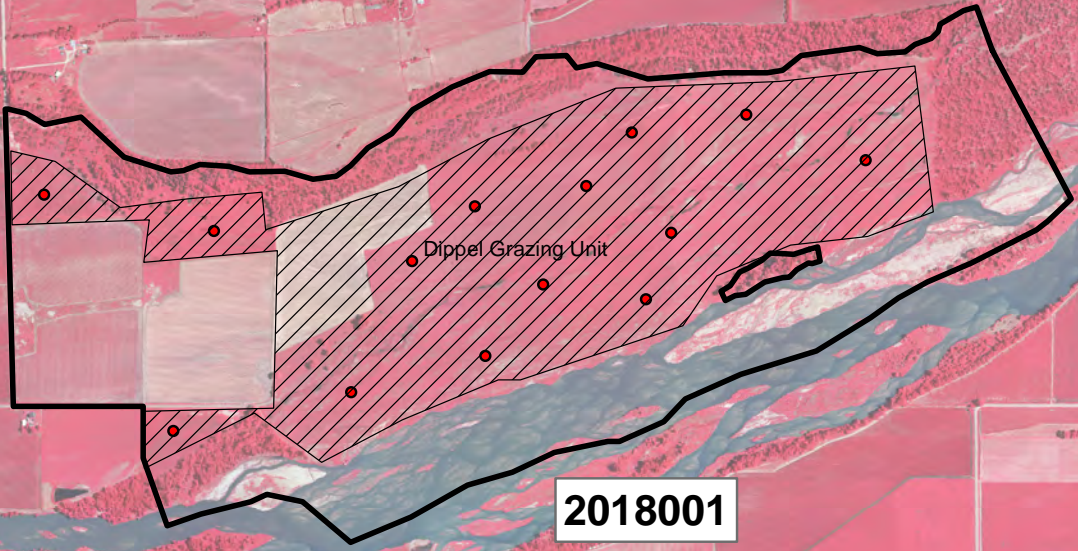
WY-S

**Legend**

-  PRRIP-Protected Lands
-  Other Conservation Lands
-  Monitoring Sites
-  Transects







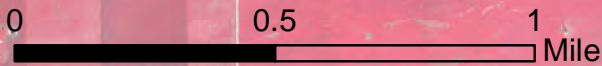
# CLARK ISLAND COMPLEX



2018001

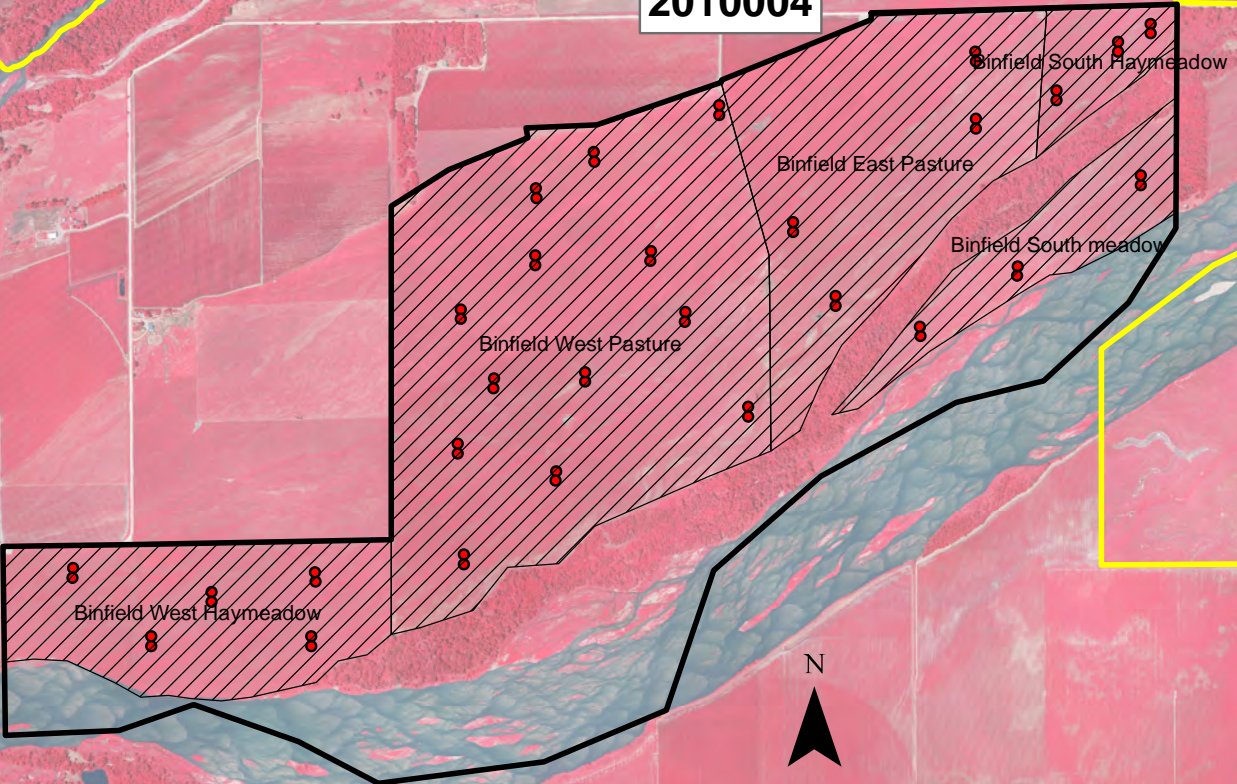
**Legend**

-  PRRIP-Protected Lands
-  Other Conservation Lands
-  Monitoring Sites
-  Transects



# SHOEMAKER ISLAND COMPLEX

2010004



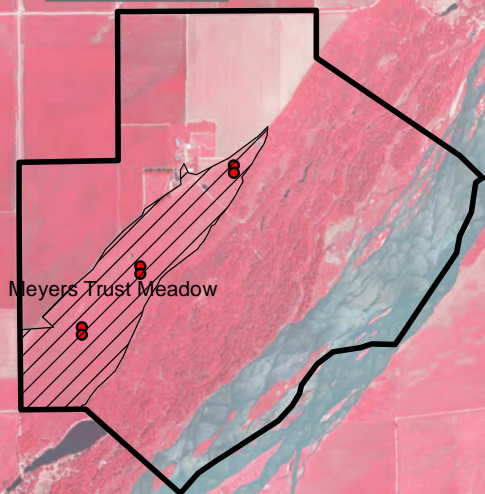
**Legend**

- PRRIP-Protected Lands
- Other Conservation Lands
- Monitoring Sites
- Transects

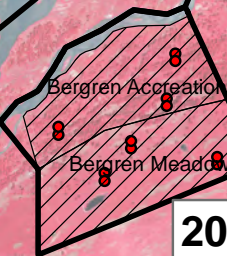
# CHAPMAN COMPLEX

**NOTE: Transects in this complex have not been established.**

**2021001**






**2019001**



N

0 0.5 1 Mile

## Legend

-  PRRIP-Protected Lands
-  Other Conservation Lands
-  Monitoring Sites
-  Transects





PRRIP – ED OFFICE FINAL

7 **Attachment 4** – Standard Consultant Contract

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

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

#### **PURPOSE OF CONTRACT CONTRACT YEAR RANGE**

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: Diane Wilson 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 **Month Day, Year** through **Month Day, Year**. All services shall be completed during this term. The services to be performed under this Contract will commence upon receipt of authorization to proceed.

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

4. **Payment.**

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

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

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

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

**Billing Point of Contact (Program):**

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

**D. Withholding of Payment.**

(i) When the Program has reasonable grounds for believing that the Contractor will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Program may withhold payment of such portion of any amount otherwise due and payable to the Contractor reasonably deemed appropriate to protect the Program against such loss. These amounts may be withheld until the cause for the withholding is cured to the Program's satisfaction or this Contract is terminated pursuant to Section 8.U. Any amount so withheld may be retained by the Program for such period as it may deem advisable to protect the Program against any loss. This provision is intended solely for the benefit of the Program and no person shall have any right against the Program or Foundation by reason of the Program's failure or refusal to withhold monies. No interest shall be payable by the Program or Foundation on any

amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the **Program** or **Foundation**.

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

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

## **5. Responsibilities of Contractor.**

**A. Scope of Services.** The **Contractor** shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in **Exhibit A**. If there is any conflict between this Contract and the provisions of the specific requirements of **Exhibit A**, the specific requirements shall prevail.

**B. Personnel.** All of the services required hereunder will be performed by the **Contractor** or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services, if state law requires such authorization, license, or permit.

### **C. Subcontracts.**

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

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

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

(iv) **Contracts for Subcontractors.** All subcontracts that Contractor enters into shall include any applicable provisions and certifications required by 2 CFR Part 200, including Appendix II thereto, and any other federal, state or local laws or regulations.

(v) **Debarment and Suspension.** Contractor shall not enter into subcontracts with any entity or individual that is suspended, debarred or otherwise excluded from participation in the transaction covered by this Contract.

**D. Requests from the Program.** The Contractor shall be responsible and responsive to the Program and the ED Office in their requests and requirements related to this Contract.

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

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

## **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 (\$500,000.00)** per occurrence. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury.

(ii) **Business Automobile Liability Insurance.** Contractor shall maintain, during the entire term of the Contract, automobile liability insurance in an amount not less than **One Million Dollars (\$1,000,000.00)** per occurrence. Coverage will include bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles.

(iii) **Workers' Compensation and Employers' Liability Insurance.** The Contractor shall provide proof of workers' compensation coverage. Contractor's insurance shall include "Stop Gap" coverage in an amount not less than **Five Hundred Thousand Dollars (\$500,000.00)** per employee for each accident and disease.

(iv) **Professional Liability Insurance.** The Contractor shall provide proof of Professional Liability insurance covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Agreement, with a liability limit of not less than **One Million Dollars (\$1,000,000)** per claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two-year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent or trade secret) of the Contractor.

**T. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and state income taxes, social security taxes, workers' compensation, unemployment insurance and sales taxes.

**U. Termination of Contract.** This Contract may be terminated, without cause, by the Program upon fifteen (15) days written notice. This Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract. In the event of a termination, Program shall pay Contractor for all reasonable work performed up to the effective date of the termination. In the event the contract is terminated under this provision, the Contractor shall take steps to ensure that the file, evidence, evaluation, and data are provided to the Program or its designee.

**V. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in

determining and performing their obligations under this Contract.

**W. Time is of the Essence.** Time is of the essence in all provisions of the Contract.

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

**Y. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

**Z. Survival.** The parties' obligations under sections 8.D. (Audit/Access to Records), 8.S. (Insurance Coverage), and 8.U. (Termination of Contract) will survive the termination of this Contract.

## **9. Contacts.**

### **Administrative Point of Contact (Foundation):**

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](mailto:dwilson@nebcommfound.org)

### **Admin. Point of Contact (Program):**

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

### **Technical Point of Contact (Program):**

**Name, Title**  
Platte River Recovery Implementation Prog.  
Headwaters Corporation  
4111 4<sup>th</sup> Avenue, Suite 6  
Kearney, Nebraska 68845  
Phone: (308) 237-5728  
Fax: (308) 237-4651  
Email: **xxxxxxx**

### **Media Point of Contact (Program):**

Dr. Bridget Barron, Director of Outreach  
Platte River Recovery Implementation Prog.  
Headwaters Corporation  
4111 4<sup>th</sup> Avenue, Suite 6  
Kearney, Nebraska 68845  
Phone: (308) 237-5728  
Fax: (308) 237-4651  
Email: [barronb@headwaterscorp.com](mailto:barronb@headwaterscorp.com)

### **Administrative Point of Contact (Contractor):**

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

### **Technical Point of Contact (Contractor):**

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

Email: xxxxxx

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**

\_\_\_\_\_  
Diane M. Wilson  
Manager of Public/Private Partnerships

\_\_\_\_\_  
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 Farnsworth  
Executive Director

\_\_\_\_\_  
Date

**EXHIBIT “A”  
SCOPE OF SERVICES**

**A. PROJECT DESCRIPTION**

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

**B. PROJECT REQUIREMENTS**

1. Monthly Progress Reports and Billing Statements

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

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

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

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

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

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

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

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

### 3. Final Report

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

### 4. Final Report - Digital Format

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

assembled into one file, in a complete “internet ready” digital format to facilitate their distribution via the Office website.

5. Project Access

The **ED Office** shall be responsible for obtaining access as required for project tasks.

6. Stand-By Time

The **Program** will not reimburse the **Contractor** for stand-by time charges for the **Contractor's** supervisory personnel.

**C. TASKS AND SCHEDULE**

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



**EXHIBIT “B”  
HOURLY RATE AND REIMBURSABLE EXPENSE  
PRICE SCHEDULE**

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

**EXHIBIT “C”  
Certification Regarding Lobbying**

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

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

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

**COMPANY (“CONTRACTOR”)**

**By:**

\_\_\_\_\_

**Name, Title**

\_\_\_\_\_

Date