TO: Governance Committee (GC)
FROM: Executive Director's Office (EDO)
SUBJECT: 2016 Vegetation Monitoring Project Sole-Source Justification
DATE: February 26, 2016

Recommendation

The EDO requests the GC approve a sole-source contract with Prairie Legacy to implement the Program's Grassland Vegetation Monitoring Protocol during 2016. Funding for this effort in FY2016 would be covered by GC-approved funds in Program line item IMRP-2. If approved, the Program would enter into a one-year contract (2016) with Prairie Legacy with a total Program cost not to exceed **$70,000**. The Scope of Work consists of implementing the Program's Vegetation Monitoring Protocol that is included with the draft contract, attached to this memo as Exhibit A.

The Technical Advisory Committee (TAC) discussed this item on February 9, 2016 and unanimously voted (electronically) on February 19, 2016 to recommend support for this sole-source request. The Finance Committee (FC) discussed this item on February 26, 2016 and unanimously voted to recommend support for this sole-source request.

Background

In 2013, the Program issued a RFP to identify contractors interested in developing and implementing a Grassland Vegetation Monitoring Protocol during 2013. Seven proposals were received and evaluated by the selection committee and Prairie Legacy was selected due to qualifications, an understanding of Program needs, and the fact their proposal was over $100,000 less than any other proposal received. Prairie Legacy was contracted in 2013 to develop and implement the Program's Grassland Vegetation Monitoring protocol on a vast majority of grasslands owned or managed by the Program. In 2014, Prairie Legacy also implemented the protocol on a few additional properties that were not surveyed in 2013.

The EDO believes the Program's Grassland Vegetation Monitoring Protocol would be best implemented by Prairie Legacy due to their understanding of the Program's monitoring protocol, vegetation monitoring needs, locations of all the sites, past data collection efforts and reporting, and the minimal cost they charge to implement the protocol. Prairie Legacy is fully qualified to implement the Program's Grassland Vegetation Monitoring Protocol and have proven to produce high quality work products for several projects they've conducted for the Program.

Exhibit A

DRAFT PRRIP 2016 Prairie Legacy Grassland Monitoring Contract

Prairie Legacy, Inc.
3910 S. 32 Place
Lincoln, NE
TIN# 26-4750352

Nebraska Community Foundation, Inc.
PO Box 83107
Lincoln, NE 68501-3107
TIN# 47-0769903

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

Contract between Nebraska Community Foundation, Inc., Platte River Recovery Implementation Program, and Prairie Legacy, Inc.

Grassland Vegetation Monitoring Protocol Implementation

1. **<u>Parties</u>.** This Contract is made and entered into by and between the Nebraska Community Foundation, Inc. ("Foundation") of Lincoln, Nebraska, representing all signatories to the Platte River Recovery Implementation Program ("Program") and Prairie Legacy, Inc. ("Consultant"). The following persons are authorized to represent the parties through this Contract: Diane Wilson of the Foundation, Dr. Jerry Kenny of the Program; and Kay Kottas of the Consultant.

2. **<u>Purpose of Contract</u>.** 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 Consultant 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.

<u>TERMS AND CONDITIONS</u>

3. **<u>Term of Contract and Required Approvals</u>.** This Contract is effective when all parties have executed it and all required approvals have been granted. The term of this Contract is from *the date of signing* through *31 December, 2016*. The services to be performed under this Contract will commence upon receipt of authorization to proceed. All services shall be completed during this term. If the Consultant 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 Consultant may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Program.

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

4. **<u>Payment</u>.**

A. **Reimbursement of Expenses.** The Program agrees to pay the Consultant an amount based on the approved budget and rates depicted in Exhibit B, attached to this Contract and incorporated by reference as part of this Contract, for the services described in Exhibit A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed sixty-seven thousand nine hundred eight dollars ($67,908.00).

B. Project Budget. The Project budget for each task included in Exhibit A is as follows:

Task	Estimated Cost
Phase I. Vegetation Monitoring and Mapping	$64,908.00
Phase II. Reporting and Shapefile Development	$3,000.00
Total Project Cost	**$67,908.00**

The amounts for each task are not to be exceeded unless authorized in writing by the Program. The Contract total amount is controlling. Payment shall be made directly to the Consultant. The Consultant shall maintain hourly records of time worked by its personnel to support any audits the Program may require. 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 Procedures. The Consultant 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 approve the bill and submit the bill for payment. The submittal for payment will then be reviewed by the Signatory Parties of the Program who will advise the Foundation of approval. The Foundation will make payment of these funds directly to the Consultant within 30 days of notice of approval by the Signatory Parties. Payments of bills are due within 60 days after the billing date of the Consultant.

Billing Point of Contact (Program):
Dr. Jerry F. Kenny, 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. Money Withheld. When the Program has reasonable grounds for believing that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Program may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate to protect the Program against such loss. These amounts may be withheld until the cause for the withholding is cured to the Program's satisfaction or this Contract is terminated pursuant to Section 8U. 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 by reason of the Program's failure or refusal to withhold monies. No interest shall be payable by the Program 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.

E. Withholding of Payment. If a work element has not been received by the Program 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.

F. Final Completion and Payment. The final payment shall be made upon acceptance of the final report and receipt of the final billing.

5. <u>Responsibilities of Consultant</u>.

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

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

C. Subcontracts.

(i) Approval Required for Subcontracts. Any subcontractors and outside associates or consultants required by the Consultant 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 Consultant 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 Consultant from any responsibilities outlined in this Contract. The Consultant 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 Consultant. Subcontract costs will be documented by attaching subcontractor billings to the Consultant's billing submittals.

(iii) Copies of Subcontracts. The Consultant shall provide to the Program copies of each subcontractor contract immediately following execution with the subcontractor. All subcontracts between the Consultant and 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 of any subcontract entered between the Consultant and a subcontractor.

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

E. Presentation of Data. The Consultant shall collect all data in a systematic and meaningful manner so as to contribute directly in meeting the objectives of the Project, and shall present this information clearly and concisely, in a professional manner.

F. Draft of Final Report. The Consultant shall present the Program a draft of the final report covering all work elements of the Project including maps, charts, conclusions and recommendations prior to the publication of any final report and no later than the date specified in Exhibit A. Draft Reports will be provided to the Program in Microsoft Word format for distribution and review. The Program will respond with written comments to the Consultant as soon as possible. The Consultant will address the comments of the Program in the final report. Final Reports will be provided to the Program in Microsoft Word and PDF format.

G. Project Completion Report. A final project completion report in the form described in Exhibit A shall be submitted to the Program by the date specified in Exhibit A.

H. Reports, Maps, Plans, Models and Documents. One (1) copy of maps, plans, worksheets, logs, field notes and other reference or source documents prepared for or gathered under this Contract, and one (1) copy of each unpublished report prepared under this Contract shall be submitted to the Program. If the Consultant writes or uses a computer program or spreadsheet as a part of this project, the Consultant 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 Program in written and digital forms with the final report. Digital media shall be labeled by the Consultant to provide sufficient detail to access the information on the media. All user manuals shall be submitted by the Consultant to Program providing complete documentation of computer programs developed under this Contract. The user manual shall also specify the source code language and the type of computer equipment necessary to operate the program(s). Any programs or computer software generated as a part of this Contract shall be the sole property of the Program.

I. Inspection and Acceptance. All deliverables furnished by the Consultant shall be subject to rigorous review by the Program's ED Office prior to acceptance.

6. <u>Responsibilities of the Program.</u>

A. Designated Representative. The Executive Director of the Program shall act as the Program's administrative representative with respect to the Consultant'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 Consultant. 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 Consultant without charge and the ED Office shall cooperate with the Consultant in the carrying out of the project.

C. Review Reports. The ED Office shall examine all studies, reports, sketches, opinions of the construction costs, and other documents presented by the Consultant 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. <u>Special Provisions</u>.

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

B. Publication. It is understood that the results of this work may be available to the Consultant for publication and use in connection with related work. Use of this work for publication and related work by the Consultant must be conducted with prior authorization from the Program's Technical Point of Contact.

C. Publicity. Any publicity or media contact associated with the Consultant's services and the result of those services provided under this Contract shall be the sole responsibility of the Program. Media requests of the Consultant 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 Consultant 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 Consultant personnel in every phase of performance of Contract related work.

E. Kickbacks. The Consultant certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Consultant breaches or violates this warranty, the Program may, at its discretion, terminate this Contract without liability to the Program, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

F. Office Space, Equipment, and Supplies. The Consultant will supply its own office space, equipment, and supplies.

8. <u>General Provisions</u>.

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 Consultant shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Program.

D. Audit/Access to Records. The Program and any of its representatives shall have access to any books, documents, papers, and records of the Consultant which are pertinent to this Contract. The Consultant shall, immediately upon receiving written instruction from the Program, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by the Program.

E. Availability of Funds. Each payment obligation of the Program is conditioned upon the availability of funds and continuation of the Platte River Recovery Implementation Program. If funds are not allocated and available for the continuance of the services performed by the Consultant, the contract may be terminated by the Program at the end of the period for which the funds are available. The Program shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Program in the event this provision is exercised, and the

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

F. Award of Related Contracts. The Program may undertake or award supplemental or successor contracts for work related to this Contract. The Consultant shall cooperate fully with other contractors and the Program in all such cases.

G. Certificate of Good Standing. Consultant 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 Consultant shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

I. Confidentiality of Information. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Consultant in the performance of this Contract shall be kept confidential by the Consultant unless written permission is granted by the Program for its release.

J. Conflicts of Interest

(i) Consultant shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which results in a disadvantage to the Program or a disclosure which would adversely affect the interests of the Program. Consultant shall notify the Program of any potential or actual conflicts of interest arising during the course of the Consultant's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the Consultant shall take steps to insure that the file, evidence, evaluation and data are provided to the Program or its designee. This does not prohibit or affect the Consultant's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

(ii) A conflict of interest warranting termination of the Contract includes, but is not necessarily limited to, representing a client in an adversarial proceeding against the Platte River Recovery Implementation Program, its signatories, boards, commissions or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or *quo warranto.*

K. Entirety of Contract. This Contract, consisting of *ten* (*10*) pages, Exhibit A, consisting of *twenty* (*20*) pages, and Exhibit B, 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.

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 Consultant 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 Consultant's failure to perform any of Consultant's duties and obligations hereunder or in connection with the negligent performance of Consultant's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Consultant's malpractice.

N. Independent Contractor. The Consultant 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 Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Consultant or its agents and/or employees to act as an agent or representative for or on behalf of the Foundation or the Program, or to incur any obligation of any kind on the behalf of the Foundation or the Program. The Consultant agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits * to Foundation or Program employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.

O. Notices. All notices arising out of, or from, the provisions of this contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person.

P. Notice and Approval of Proposed Sale or Transfer of the Consultant. The Consultant shall provide the Program with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.

Q. Ownership of Documents/Work Product/Materials. All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Program.

R. Patent or Copyright Protection. The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction.

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

(i) Commercial General Liability Insurance. Consultant shall provide coverage during the entire term of the Contract against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per claimant and One Million Dollars ($1,000,000.00) per occurrence.

(ii) Business Automobile Liability Insurance. Consultant shall maintain, during the entire term of the Contract, automobile liability insurance in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage will include bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles

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

T. Taxes. The Consultant shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and 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 Consultant fails to perform in accordance with the terms of this Contract.

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.

9. Contacts.

Administrative Point of Contact (Foundation):
Diane M. Wilson
Chief Financial and Administrative Officer
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):
Dr. Jerry F. Kenny, 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

Technical Point of Contact (Program):
David Baasch, Wildlife Biologist
Platte River Recovery Implementation Program
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax: (308) 237-4651
Email: baaschd@headwaterscorp.com

Media Point of Contact (Program):
Dr. Bridget Barron, Director of Outreach
Platte River Recovery Implementation Program
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax: (308) 237-4651
Email: barronb@headwaterscorp.com

Administrative Point of Contact (Consultant):
Kay Kottas; President
Prairie Legacy, Inc.
3910 S. 32 Place
Lincoln, NE 68502
Phone: (402) 310-8167
Email: kaykottas@gmail.com

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

10. **<u>Signatures</u>.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

NEBRASKA COMMUNITY FOUNDATION

____________________________________ _______________
Diane M. Wilson Date
Chief Financial and Administrative Officer

PRAIRIE LEGACY, INC.

____________________________________ _______________
Kay Kottas Date
President

EXHIBIT "A"
SCOPE OF SERVICES

A. PROJECT DESCRIPTION

In 2007, the Program began acquiring and securing land through management agreements along the central Platte River. Much of the 4,376 acres of grassland or wet meadow area that will be surveyed in 2016 was grassland when acquired; however, some parcels have recently been converted from agricultural cropland to grassland. Program owned and managed grasslands were acquired or secured to provide benefits to whooping cranes and increase whooping crane use along the central Platte River and as such, are managed to ensure a portion of these properties provide short-structured grassland vegetation during the spring (March-April) and fall (October-November) whooping crane migration seasons. Management for this purpose, however, is believed to have the potential to result a shift in vegetation communities and/or plant species composition over time.

1. Location: *Program owned and managed grasslands along the central Platte River*
2. Purpose: *Implement and Report on the Program's Grassland Vegetation Monitoring Protocol during 2016.*
3. History: *Grassland vegetation surveys have been collected on program-owned and managed grasslands during 2013 and 2014. Data collected during 2016 will be used to assess changes in species abundance and diversity within grassland communities, track changes in abundance and distribution of noxious weeds, and to document presence/absence of Program species of concern on Program owned and managed grasslands.*

B. PROJECT REQUIREMENTS

1. Monthly Progress Reports and Billing Statements

The Consultant 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 Consultant writes or uses a computer program or spreadsheet as a part of this project, the Consultant 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 Consultant to provide sufficient detail to access the information on the media. User manuals shall be submitted by the Consultant 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 Consultant's work product, computations, conclusions and recommendations, the Consultant shall:

* Include in the final report a section describing the assumptions and methodology used by the Consultant 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 Consultant 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 Consultant to reach conclusions, described in the draft final report. The project notebook shall be submitted with the draft final report.

3. Final Report

The Consultant shall use the Contract Scope of Services as the outline for draft and final reports so that Consultant 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

In addition to the paper submittal described in Section C.4 above, the Consultant shall also 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 contained on a CD(s) or DVD(s), and 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 Consultant for stand-by time charges for the Consultant's supervisory personnel.

SCOPE OF SERVICES

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

Vegetation Monitoring

- *Task* – Implement the Program's Grassland Vegetation Monitoring Protocol (Attachment 1) on Program owned or managed grassland habitat areas during 2016.

- *Timeline* – The Consultant will implement the Program's Grassland Vegetation Monitoring Protocol between the dates of 25 June and 15 July, 2016. Extending the sampling period until 22 July, 2016 may be allowed if approved by the Program; however, all areas scheduled to be hayed must be surveyed prior to 15 July, 2016.

Reporting and Shapefile Development

- *Task* – Develop an annual summary report that includes parcel-specific descriptions of vegetation communities, detailed accounts of species occurrence and abundance within sample areas, and a summary of changes in species abundance, diversity, and distribution since initial surveys were conducted in 2013 and 2014.

- *Timeline* – The Consultant will submit a draft Report and Geodatabase to the Program's Technical Point of Contact for Program review on or before 1 October, 2016. The Program will review the draft Report and Geodatabase within 30 days at which point the Consultant will address Program comments and suggestions prior to Final acceptance.

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

- Objective 1: Inventory natural vegetation communities and plant species composition on Program owned or managed grassland and wet meadow areas.
    - Scale – All Program owned or managed grassland areas specified in Attachment 2 and delineated in Attachment 3.
    - Focus – Vegetation communities and general plant species composition
    - Timeline – 25 June – 15 July, 2016 (may extend to 22 July, 2016 upon approval)
    - Reference – Terrestrial Ecological Systems and Natural Communities of Nebraska (Version IV – March 9, 2010)
- Objective 2: Identify invasive/noxious vegetation and Program species of concern on Program owned or managed grassland areas.
    - Scale – All Program owned or managed grassland areas specified in Attachment 2 and identified in Attachment 3.
    - Timeline – 25 June – 15 July, 2016 (may extend to 22 July, 2016 if needed)
    - Reference – Nebraska state listed noxious weeds and Program species of concern

Attachment 1

Platte River Recovery Implementation Program

Grassland Vegetation Monitoring Protocol

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

<u>Canopy Cover</u> – 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^2 and includes smaller plots.

Microplot – Small plot usually included within a larger macroplot. In this study the microplots are 100 cm^2 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.

Species of Concern – Plant species which are of conservation interest to the Program that include the following rare and/or threatened plant species:

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 threatened, endangered, or rare. Species of concern include, but are not limited to the following species:

Scientific Name	**Common Name**
Cypripedium candidum	Small white lady’s slipper
Platanthera praeclara	Western prairie fringed orchid
Salicornia rubra	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
Elaeagnus angustifolia L.	Russian olive
Juniperus virginiana L.	Eastern red cedar
Phalaris arundinacea L.	Reed canarygrass

And the following noxious weeds:

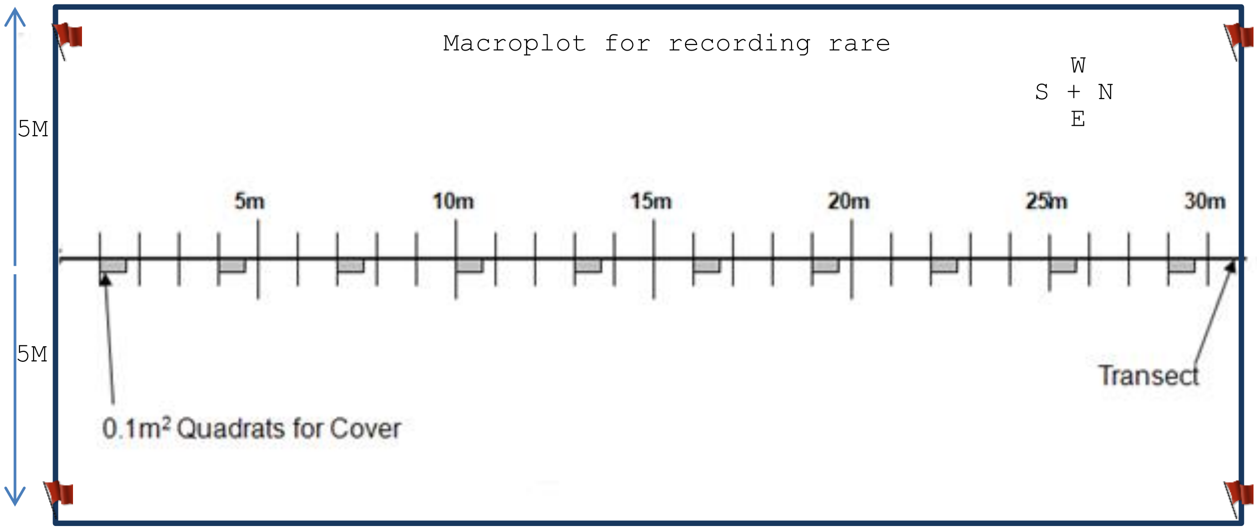
Scientific Name	Common Name
Carduus acanthoides L.	Plumeless thistle
Carduus nutans L.	Musk thistle
Centaurea diffusa Lam.	Diffuse knapweed
Centaurea stoebe L. ssp. *micranthos* (Gugler) Hayek	Spotted knapweed
Cirsium arvense (L.) Scop.	Canada thistle
Euphorbia esula L.	Leafy spurge
Fallopia japonica (Houtt.) Ronse Decr.	Japanese knotweed
Lespedeza cuneata G. Don	Sericea lespedeza
Lythrum salicaria L.	Purple loosestrife
Phragmites australis (Cav.) Trin. Ex Steud.	Common reed
Tamarix ramosissima Ledeb.	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. The Program's Executive Director Office staff will use 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 will be marked with a wooden lathe and/or fluorescent flag as to make locating each transect easy.

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. The Program's Executive Director Office staff will make visual judgments when placing and orienting transects in the field to ensure sampling captures the vegetative diversity within each parcel. 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 in order 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

Before sampling begins, take 2 photographs, minimum, at each sample location, using the following criteria:

- 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

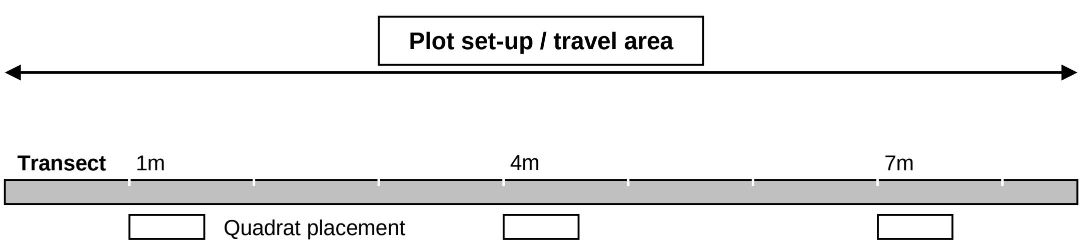
Example Transect Photo

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 $0.1m^2$ 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 sample by walking along one side of the transect when setting up the initial plot and placing quadrats on the opposite side (see below).

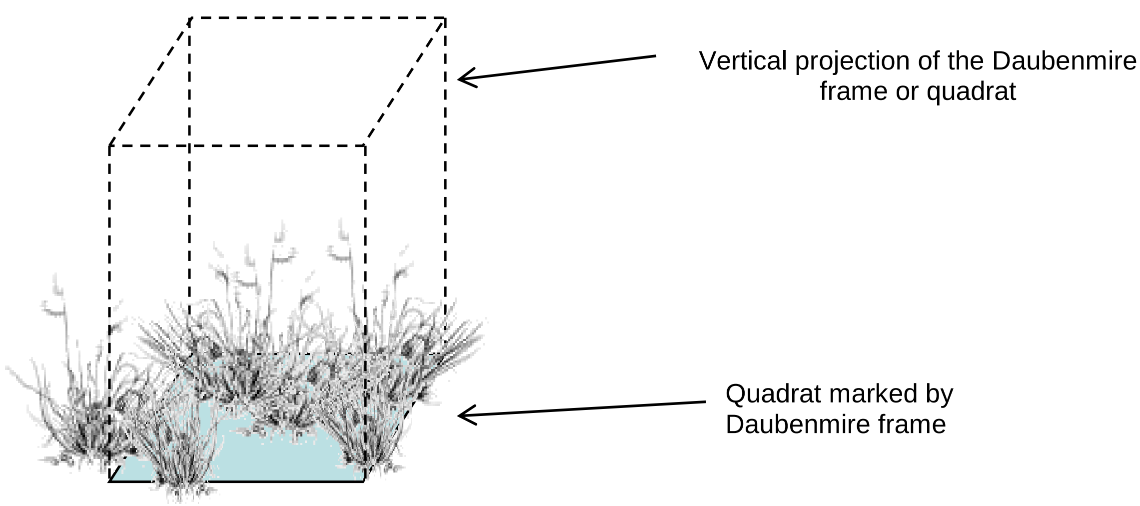


Canopy Cover (Daubenmire Method) Microplot Sampling Protocol

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^2 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. The boundary of areas dominated by reed canarygrass will be delineated and other species of interest and species of concern will be marked with GPS waypoints as they are located.

IV.C. Data Collection

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

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

<u>Date (Month/Day/Year)</u> – Date of the observations, e.g. 06/24/2013.

<u>GPS Waypoint</u> – Geographical location of the point of interest. UTMs are preferred (record easting and northing – e.g. 0309161 and 5226923). Points will be located in UTM Zone 14.

<u>Parcel Id</u> – Name of the parcel in which the plot is located.

<u>Plot #</u> – Number of plot in the parcel

<u>Transect Heading</u> – 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.

<u>Soil Type</u> – Soil type where the plot is located

<u>Forb Species Markers</u> – Location of the <u>base</u> 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 brief 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. QUALTITY ASSURANCE

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

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 Class	**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%)

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

Attachment 2

List of Program owned or managed grassland areas to be surveyed

EXISTING Sites	Acres	Plots	Tentative Management Plan for 2016	Location ID
Cook Hay Meadow	61	3	Hay after July 15	1
Dyer Grassland	125	6	Graze	1
Cottonwood Ranch North 1 & 2	81	6	Graze	2
Cottonwood Ranch East Loyd Island	252	9	Rest	2
Cottonwood Ranch East	92	3	Graze	2
Morse N	166	6	Graze	2
Morse Hay N	12	3	Hay after July 15	2
Morse Middle	135	5	Graze	2
Morse Hay S	44	3	Hay after July 15	2
Morse Crop	30	3	Rest	2
Morse SW	153	6	Graze	2
Cottonwood Ranch SW	128	5	Graze	2
Cottonwood Ranch NW	145	5	Graze	2
Cottonwood Ranch NE	150	5	Graze	2
Johns North Wet Meadow	381	13	Graze	3
Johns South Wet Meadow	182	6	Rest	3
Sullwald Hay meadow	36	3	Hay after July 15	3
McCormick North Island	34	3	Graze	3
McCormick South Meadow	42	4	Graze	3

EXISTING Sites	Acres	Plots	Tentative Management Plan for 2016	Location ID
Wyoming South Meadow	118	4	Graze	4
Blessing	68	3	Rest	4
Hostetler Crop	222	8	Graze	5
Fox Crop	181	6	Graze	5
Binfield North Meadow	223	8	Graze	6
Binfield North Hay Meadow	66	6	Rest	6
Binfield South Hay Meadow	30	3	Hay after July 15	6
Binfield South Meadow	57	3	Rest	6
Binfield East Meadow	179	6	Graze	6
Binfield West Meadow	361	13	Graze	6
Binfield West Hay Meadow	124	5	Hay after July 15	6

30 Properties – 3,871 Acres – 162 Plots

NEW Sites	Acres	Plots	Tentative Management Plan for 2016	Location ID
Cottonwood Ranch North 3	59	3	Graze	2
Spiedell North	298	10	Graze	5
Spiedell South	148	5	Graze	5

3 New Properties – 505 Acres – 18 Plots

Attachment 3

Distribution of Program owned or managed grasslands to be surveyed

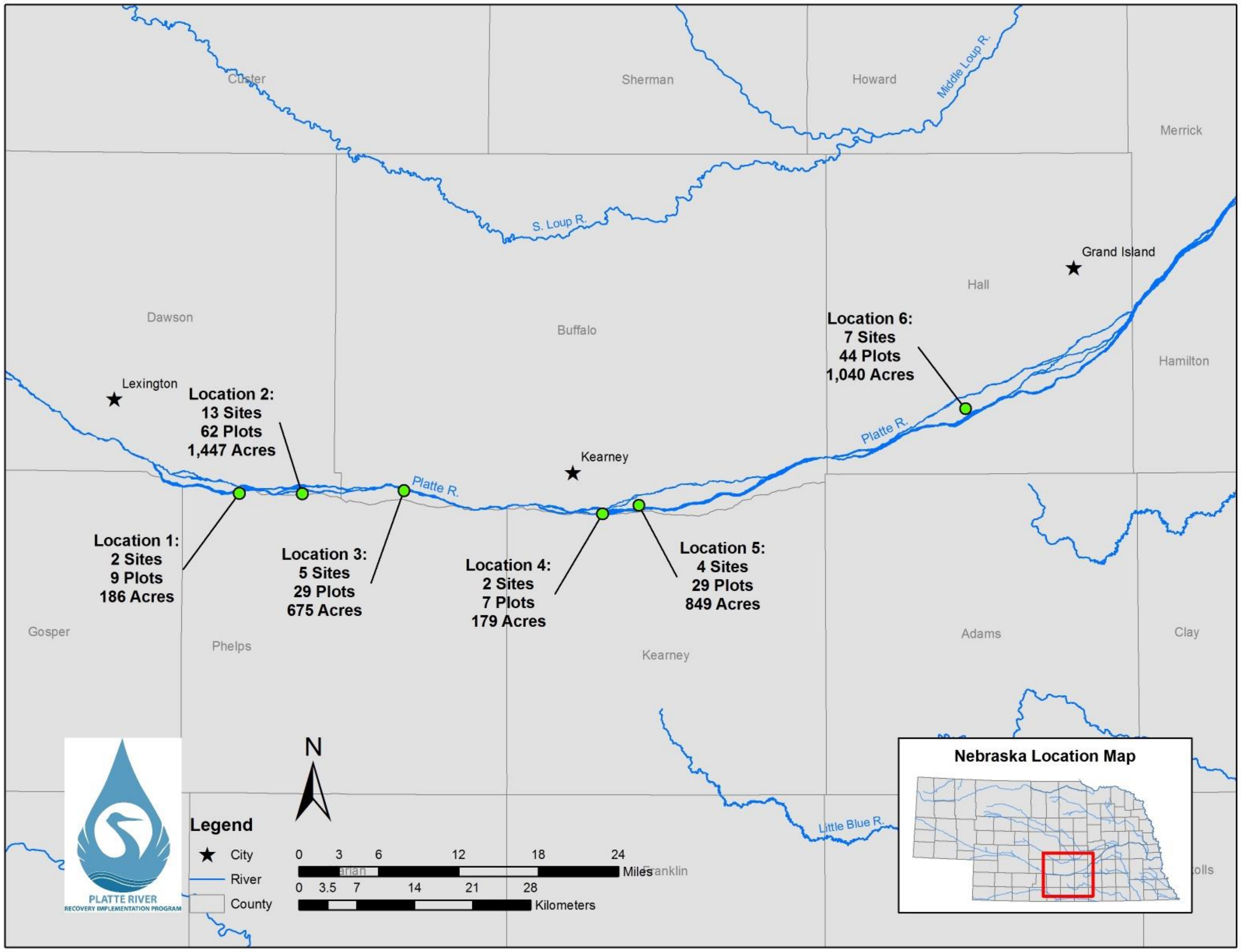

Custer
Sherman
Howard
Middle Loup R.
Merrick
S. Loup R.
Grand Island
Hall
Dawson
Buffalo
Location 6:
7 Sites
44 Plots
1,040 Acres
Hamilton
Lexington
Location 2:
13 Sites
62 Plots
1,447 Acres
Platte R.
Kearney
Platte R.
Location 1:
2 Sites
9 Plots
186 Acres
Location 3:
5 Sites
29 Plots
675 Acres
Location 4:
2 Sites
7 Plots
179 Acres
Location 5:
4 Sites
29 Plots
849 Acres
Gosper
Phelps
Kearney
Adams
Clay
N
Legend
City
River
County
0 3 6 12 18 24 Miles
0 3.5 7 14 21 28 Kilometers
Little Blue R.
Franklin
Nebraska Location Map
PLATTE RIVER
RECOVERY IMPLEMENTATION PROGRAM

EXHIBIT "B"
BUDGET

PHASE I	**Vegetation Surveys & Mapping**	
	data collection (three, 2-person crews @ $140/hr./crew)	$50,400.00
	per diem ($2,775/week)	$8,325.00
	drive time (1/2 rate/person, 3 trips, 4 hours/trip)	$2,340.00
	estimated direct costs (printing, batteries, etc.)	$750.00
	mileage (estimated miles at federal per mile rate)	$3,093.00
Phase I Subtotal		***$64,908.00***
PHASE II	**Reporting & Shapefile Development** (40 hours @ $75/hour)	$3,000.00
TOTAL		**$67,908.00**