



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 Design and Implementation**

**1. Parties.** 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. 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 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.

#### **TERMS AND CONDITIONS**

**3. Term of Contract and Required Approvals.** 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, 2013*. 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. Payment.**

**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 Forty-three thousand, three-hundred and ten dollars (\$43,310.00).

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

| <b>Task</b>  | <b>Estimated Cost</b> |
|--|-----------------------|
| <b>Phase I.</b> Protocol Development                     | \$500.00              |
| <b>Phase II.</b> Protocol Implementation                 | \$40,810.00           |
| <b>Phase III.</b> Reporting and Geodatabase Construction | \$2,000.00            |

#### **Total Project Cost**

The amounts for each task are estimates only, but are not to be exceeded unless authorized in writing by the Program. The Contract total amount is controlling. 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 4<sup>th</sup> Avenue, Suite 6  
Kearney, Nebraska 68845  
Phone: (308) 237-5728  
Fax: (308) 237-4651  
Email: [kennyj@headwaterscorp.com](mailto: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. Responsibilities of Consultant.**

**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. 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 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. 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 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.

**D. 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.

**E. Office Space, Equipment, and Supplies.** The Consultant 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 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 twelve (12) pages, Exhibit A, consisting of fourteen (14) 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](mailto:dwilson@nebcommfound.org)

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

David Baasch, Wildlife Biologist  
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: [baaschd@headwaterscorp.com](mailto:baaschd@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](mailto:kaykottas@gmail.com)

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

Dr. Jerry F. Kenny, 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: [kennyj@headwaterscorp.com](mailto:kennyj@headwaterscorp.com)

### **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)

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**10.    Signatures.** 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  
Chief Financial and Administrative Officer

\_\_\_\_\_  
Date

**PRAIRIE LEGACY, INC.**

\_\_\_\_\_  
Kay Kottas  
President

\_\_\_\_\_  
Date

## **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 3,629 acres of grassland or wet meadow area that will be monitored in 2013 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: *Develop, Implement, and Report on a Grassland Vegetation Monitoring Protocol during 2013.*
3. History: *To date, no grassland vegetation surveys have been collected on program-owned 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 development and implementation of a vegetation monitoring protocol that will 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:

### **Protocol Development**

- *Task* – Develop a Vegetation Monitoring Protocol that will provide the Program an inventory of the vegetation communities (mapped) and plant species compositions on Program owned or managed grassland and wet meadow habitat areas. The Vegetation Monitoring Protocol should contain sufficient detail to allow suitably skilled ecologists to implement the protocol and obtain comparable results.
- *Timeline* – A draft of the Vegetation Monitoring Protocol must be submitted to the Program's Technical Point of Contact for Program review on or before 10 May, 2013. The Program will complete the review the draft Protocol on or before 1 June, 2013 at which point the Consultant will address Program comments and suggestions prior to implementation.

### **Vegetation Monitoring**

- *Task* – Implement the Grassland Vegetation Monitoring Protocol on Program owned or managed grassland habitat areas during 2013.
- *Timeline* – The Consultant will implement the Program's Grassland Vegetation Monitoring Protocol between the dates of 25 June and 15 July, 2013. Extending the sampling period until 22 July, 2013 may be allowed if approved by the Program; however, all areas scheduled to be hayed must be completed prior to 15 July, 2013.

### **Reporting and Shapefile Development**

- *Task* – Develop an annual summary report that includes parcel-specific maps of vegetation communities as well as detailed accounts of species occurrence and abundance within the areas sampled.
- *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, 2013. 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 1 and delineated in Attachment 2. 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 1 and delineated in Attachment 2.
  - Focus – Vegetation communities and general plant species composition
  - Timeline – 25 June – 15 July, 2013 (may extend to 22 July, 2013 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 1 and identified in Attachment 2.
  - Timeline – 25 June – 15 July, 2013 (may extend to 22 July, 2013 if needed)
  - Reference – Nebraska state listed noxious weeds and Program species of concern

# **Attachment 1**

List of Program owned or managed grassland areas to be surveyed

| Map | Site                 | Acres | Tentative Management Plan for 2013   |
|-----|----------------------|-------|--|
| 1   | Cook Hay Meadow      | 61    | Hay after July 15  |
| 1   | Dyer Grassland       | 125   | Potential burn in spring 2013; no grazing tenant identified; evaluate success/failure of 2010 broadcast seeding  |
| 2   | CWR North 1 & 2      | 81    | Reduced stocking rate for 2013 (not yet set); grazing period is typically May 1 - October 15   |
| 2   | CWR East Loyd Island | 252   | Reduced stocking rate for 2013 (not yet set); grazing period is typically May 1 - October 15   |
| 2   | CWR East             | 92    | Grazing period is typically February - April   |
| 2   | Morse N              | 166   | 4-pasture rotation with CWR SW and Morse SW & Middle. Potential for Rx Fire in 1 of these 4 pastures spring 2013.  |
| 2   | Morse Hay N          | 12    | Hay after July 15  |
| 2   | Morse Middle         | 135   | 4-pasture rotation with CWR SW and Morse N & SW. Potential for Rx Fire in 1 of these 4 pastures spring 2013.   |
| 2   | Morse Hay S          | 44    | Hay after July 15; potential spring 2013 Rx Fire; potential late season haying   |
| 2   | Morse Crop           | 30    | Broadcast seeded in winter of 2011 with local ecotype mix; potential spring 2013 Rx Fire; potential late season haying; need to evaluate success/failure of 2011 broadcast seeding |
| 2   | Morse SW             | 153   | 4-pasture rotation with CWR SW and Morse N & Middle. Potential for Rx Fire in 1 of these 4 pastures spring 2013.   |
| 2   | CWR SW               | 128   | 4-pasture rotation with Morse N, SW, & Middle. Potential for Rx Fire in 1 of these 4 pastures spring 2013.   |
| 2   | CWR NW               | 145   | Season long grazing from April 15- August 15; 60 AU's?   |
| 2   | CWR NE               | 150   | Season long grazing from April 15- October 15; 30 AU's?  |

\* Maps of each property are included in Attachment 2

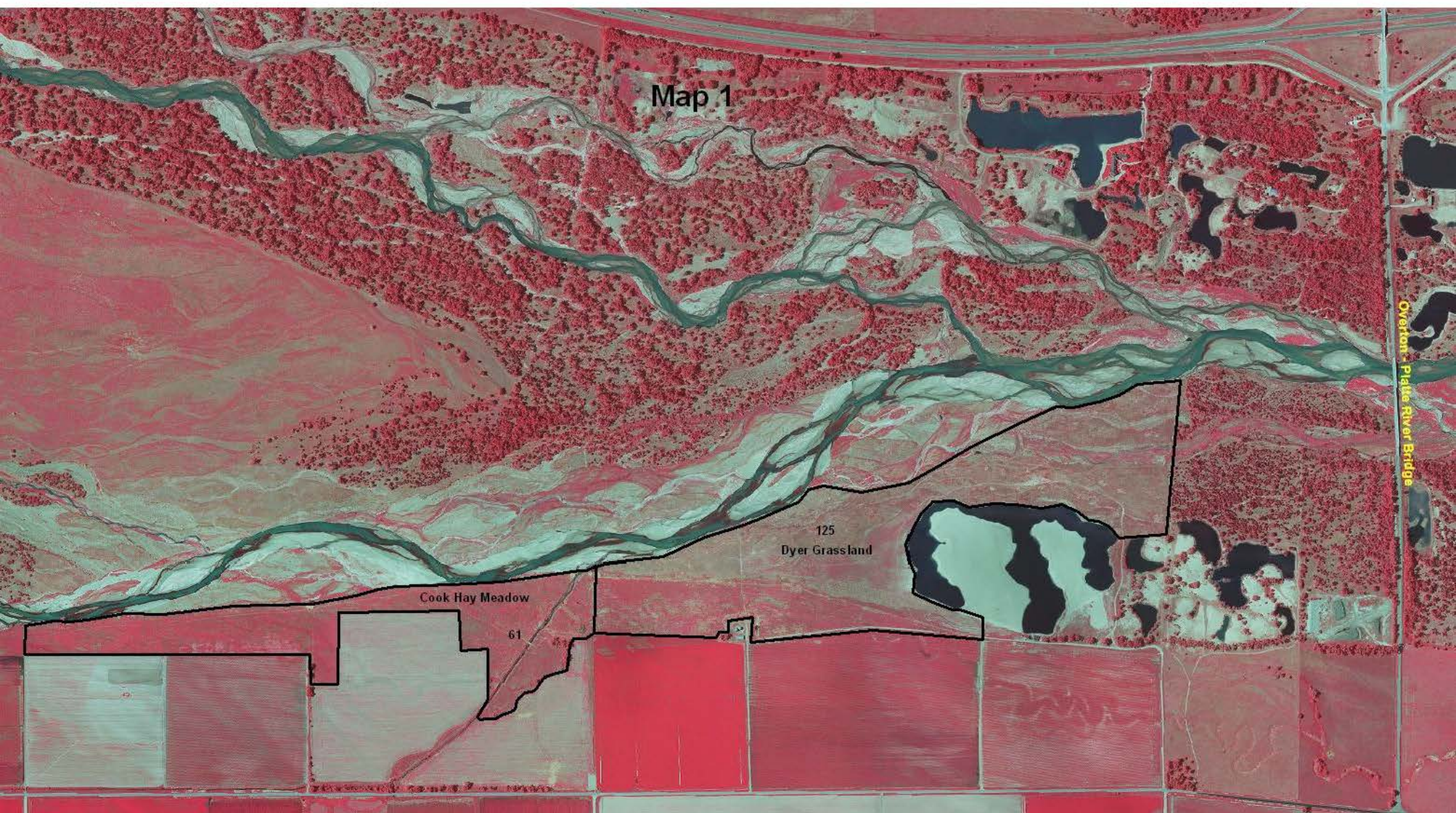
| Map | Site                      | Acres | Tentative Management Plan for 2013  |
|-----|---------------------------|-------|---|
| 3   | Johns North Wet Meadow    | 381   | Continue with May 1- September 30 grazing; potential to reduce stocking rate; potential burn in spring 2013   |
| 3   | Johns South Wet Meadow    | 182   | Continue with May 1 - September 30 grazing; potential to reduce stocking rate; potential burn in spring 2013  |
| 3   | Sullwald Hay meadow       | 36    | Hay after July 15; potential burn in spring 2013  |
| 3   | McCormick North Island    | 34    | Defer late spring and summer. Graze 1 month- heavy (Sep 15- Oct 15) or spilt into 2, 2 week grazing periods in early spring and late fall.  |
| 3   | McCormick South Meadow    | 42    | Defer late spring and summer. Graze 1 month- heavy (Sep 15- Oct 15) or spilt into 2, 2 week grazing periods in early spring and late fall.  |
| 4   | WY South Meadow           | 118   | Season-long grazing May 1 - September 30  |
| 4   | Hostetler Crop            | 222   | Broadcast seeded in winter of 2011 with commercial mix; hayed in late Fall of 2012; potential spring 2013 Rx Fire; potential late season haying; evaluate success/failure of 2011 broadcast seeding |
| 5   | Binfield North Meadow     | 223   | Season long grazing from May 1- October 15; Reduced stocking from 2012 not yet set  |
| 5   | Binfield North Hay Meadow | 66    | Hay after July 15   |
| 5   | Binfield South Hay Meadow | 30    | Hay after July 15   |
| 5   | Binfield South Meadow     | 57    | Season long grazing from May 1- October 15; Potentially reduce stocking from 2012   |
| 5   | Binfield East Meadow      | 179   | Season long grazing from May 1- October 15; Potentially reduce stocking from 2012; Potential burn in spring 2013  |
| 5   | Binfield West Meadow      | 361   | Season long grazing from May 1- October 15; Reduced stocking from 2012 not yet set; potential burn in spring 2013   |
| 5   | Binfield West Hay Meadow  | 124   | Hay after July 15   |

**28 Properties – 3629 Acres**

## **Attachment 2**

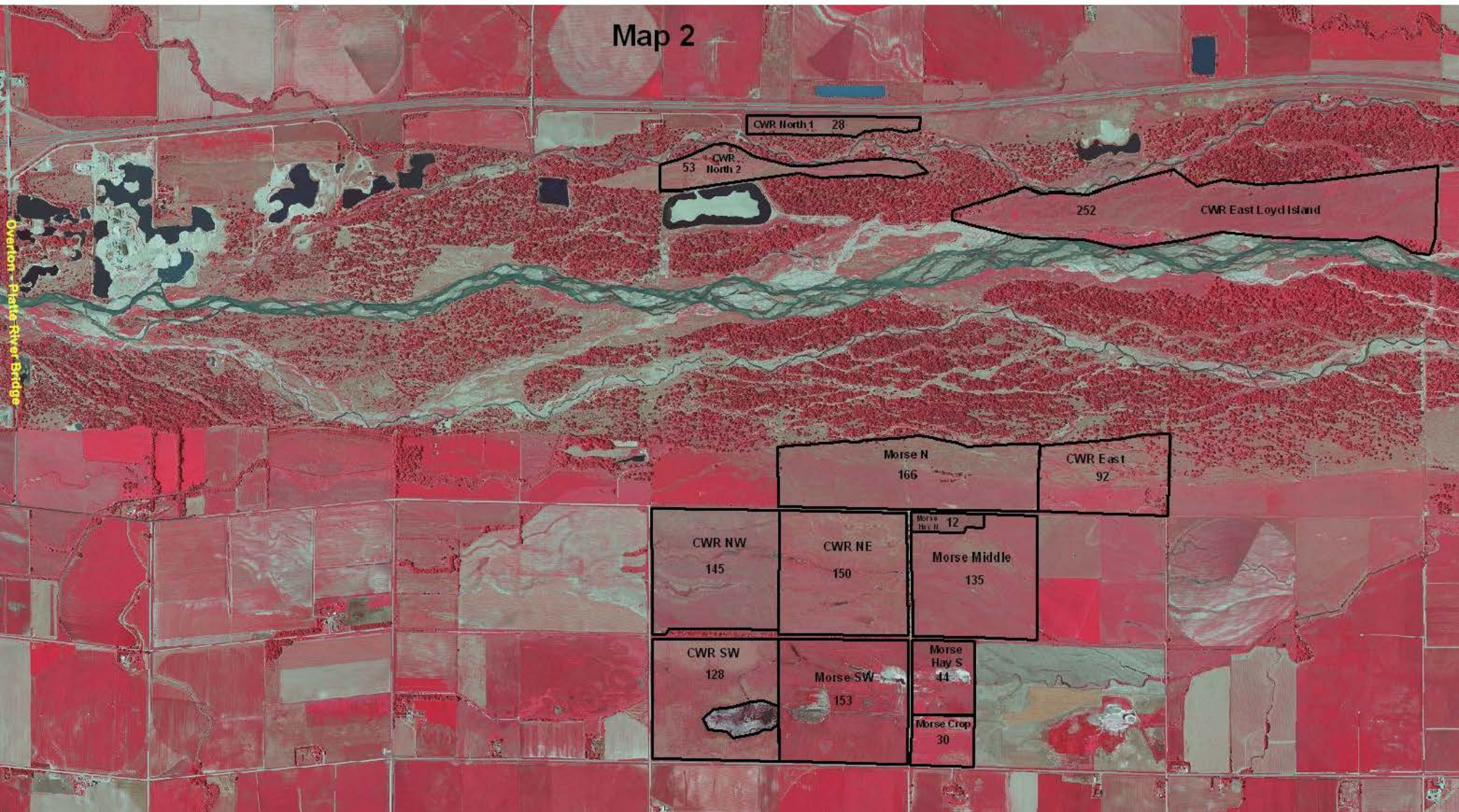
Maps of Program owned or managed grassland areas to be surveyed





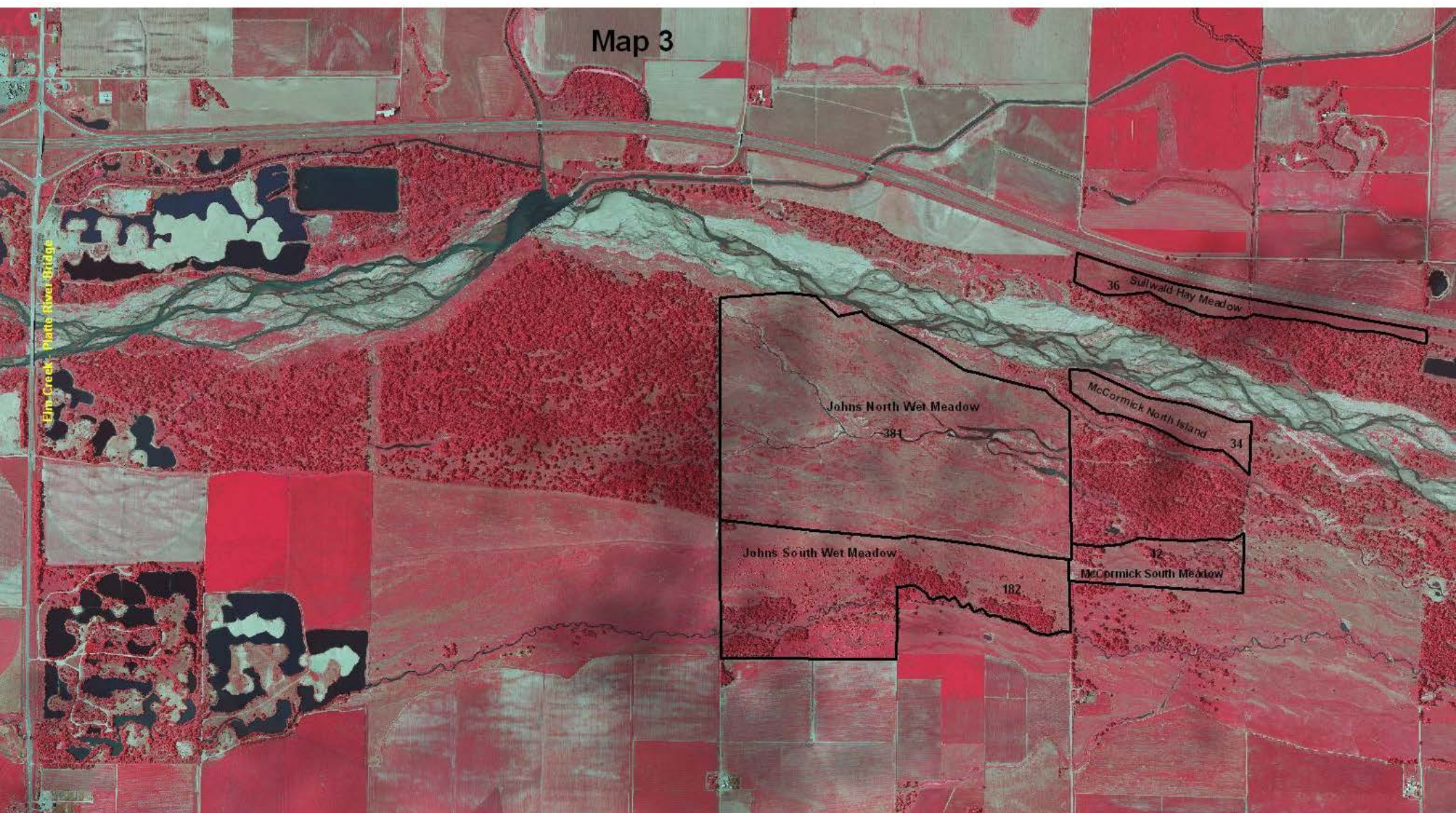


Map 2





Map 3







## Map 4

Hostetter Cropland Conversion  
222

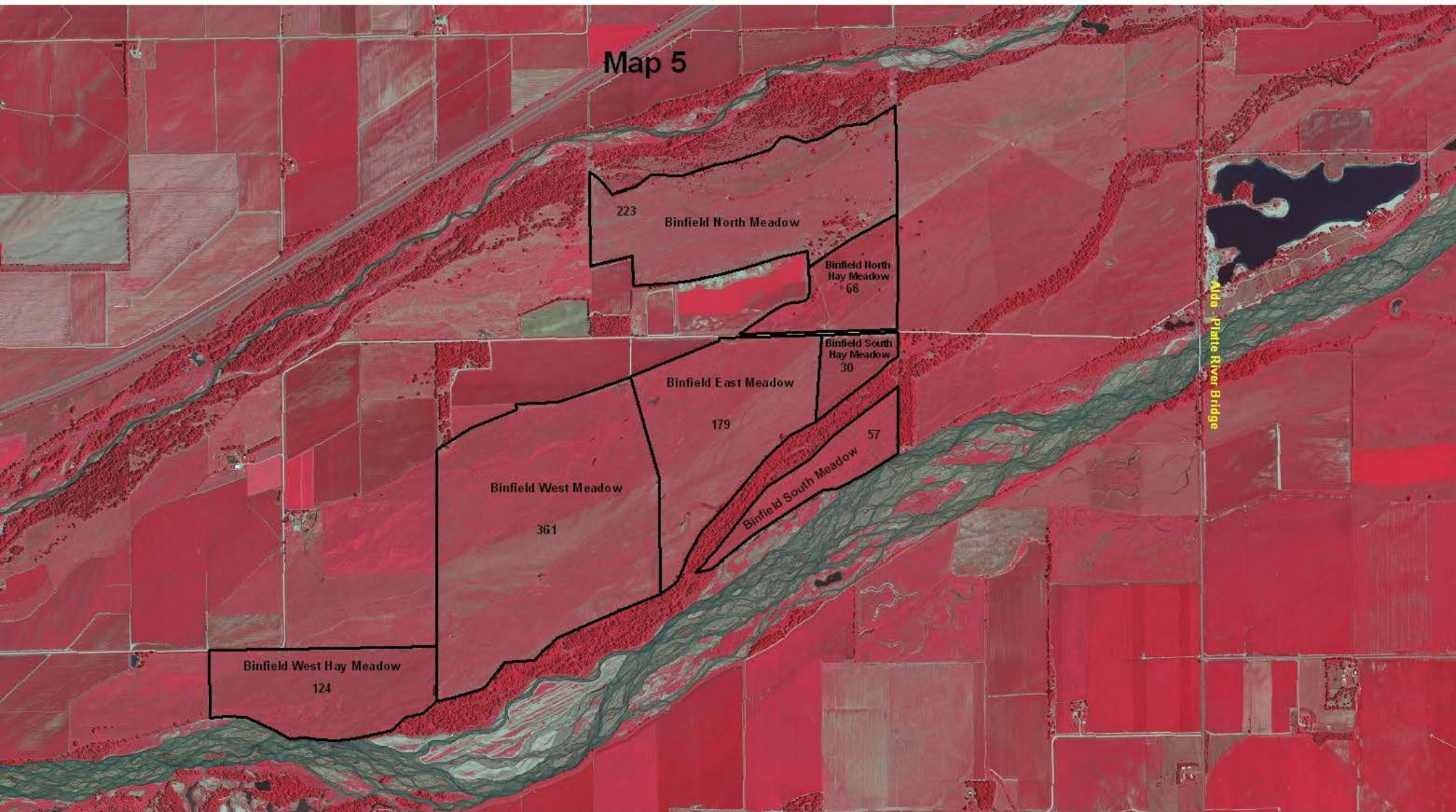
Wyoming  
South Meadow  
118

HWY 10 - Platte River Bridge

Kearney - Platte River Bridge



# Map 5



**EXHIBIT “B”  
BUDGET**

|                  |   |                    |
|------------------|---|--------------------|
| <b>PHASE I</b>   | <b>Protocol development</b> (10 hours @ \$50/hour)                  | <b>\$500.00</b>    |
| <b>PHASE II</b>  | <b>Vegetation Surveys &amp; Mapping</b>                             |                    |
|                  | data collection (two, 2-person crews @ \$130/hr./crew)              | \$31,200.00        |
|                  | per diem (1850/week)  | \$5,550.00         |
|                  | drive time (1/2 rate/person, 3 trips, 4 hours/trip)                 | \$1,560.00         |
|                  | estimated direct costs (printing, batteries, etc.)                  | \$500.00           |
|                  | mileage (estimated miles at federal per mile rate)                  | \$2,000.00         |
| <b>PHASE III</b> | <b>Reporting &amp; Shapefile Development</b> (40 hours @ \$50/hour) | <b>\$2,000.00</b>  |
| <b>Total</b>     |   | <b>\$43,310.00</b> |