



**PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
INVITATION FOR BID**

SUBJECT: 2012 Elm Creek Complex River Island Construction
PROJECT NUMBER: P12-002
REQUEST DATE: July 2, 2012
PRE-BID SITE VISIT: July 17, 2012 – 3:00 pm central time
CLOSING DATE: July 27, 2012 – 2:00 pm central time
POINT OF CONTACT: Justin Brei
 Headwaters Corporation
 4111 4th Ave, Suite 6
 Kearney, NE 68845
breij@headwaterscorp.com

I. OVERVIEW

This document is written with the sole purpose of soliciting bids for the building of islands in the river channel in the Elm Creek Complex which is managed by the Platte River Recovery Implementation Program (Program). This Invitation for Bid (IFB) is comprised of eight (8) pages.

II. BIDDING INSTRUCTIONS

- A. **PROPOSALS:** The Program requests bid proposals for services outlined in these documents.
 - a. **FORM:** Each proposal shall be submitted in a sealed envelope bearing the words **Platte River Recovery Implementation Program Bid# P12-002**. The bid **MUST** be submitted on the form in this document. Bids submitted on other forms will be rejected.
 - b. **DISCREPANCIES:** In the case of a discrepancy in the extension of a line item, the unit price shall govern. In the case of a difference between the amount written in words and the amount written in figures, the written words shall govern.
 - c. **ENTRIES:** Entries shall be legibly written in ink or typed.
 - d. **ALTERATIONS:** Alterations of any kind on any page of the bid shall not be made.
 - e. **MODIFICATIONS:** Modifications to the documents or oral proposals shall not be considered. Alternate proposals shall not be considered unless specifically called for in the bid proposal. Inclusion of alternate proposals when not called for shall invalidate the entire bid.

- f. **SIGNATURES:** All proposals shall be signed by an authorized representative of the company, and have the full business address written in the appropriate spaces.
- g. **PROPOSAL DELIVERY:** Proposals must be delivered prior to the date stipulated above; otherwise, the proposal will be returned unopened. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope, properly addressed.
- h. **WITHDRAWAL:** Any proposal may be withdrawn any time prior to the scheduled closing time for receipt of proposals.
- i. **AWARD AND REJECTION:** The contract will be awarded to the lowest and/or best qualified responsible bidder. The Program reserves the right to reject any or all proposals or waive any informality or technicality in any proposal. All bids shall hold firm for a period of sixty (60) days after the date of opening.

Bids will not be considered complete and will therefore be rejected if all required Bid Documents are not returned and complete at the time of the bid opening.

- j. **ADDENDA:** All addenda shall become part of the bid document and be included in the bid at the time of bid opening.
 - k. **EQUIPMENT SPECIFICATIONS:** All specifications contained herein are meant to be descriptive and not restrictive.
- B. **PRE-BID MEETING/SITE VISIT:** A **mandatory** pre-bid meeting is scheduled for Tuesday, July 17, 2012 at 3:00 p.m. Bidders must be present at this site visit in order to submit a bid. Pre-bid meeting will occur at the “PRIMARY STAGING AREA” at the south end of Boxwood Rd. identified on Design Sheets 2 and 3. If more specific directions are needed, contact the primary point of contact on the first page of this solicitation.
- C. **OWNER’S RIGHT RESERVED:** The Platte River Recovery Implementation Program reserves the right to reject any or all bids for any reason whatsoever.
- D. **QUESTIONS:** Questions concerning information in the bid package should be directed to the point of contact on the first page of this solicitation.



BID PROPOSAL FORM

PROJECT: 2012 Elm Creek Complex River Island Construction (P12-002)
LOCATION: Elm Creek Complex
NEAR: Platte River near Elm Creek, NE

The Contractor is required to submit bids on all Bid Items included.

The undersigned, having examined the contract documents and investigated the local conditions affecting the project work, hereby proposes to perform the project in accordance with the contract documents for the following rates:

THIS BID SUBMITTED ON DATE: _____

NOTE: Bid prices requested are hourly rates for equipment and operators. The project is estimated to take 80 to 120 equipment hours. Payment will be made on actual hours worked, which may be more or less than the estimate.

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price
1	Mobilization/Demobilization	LS	1	\$_____
2	Dozer Hourly Rate	Hour	80-120	\$_____
3	Excavator Hourly Rate	Hour	80-120	\$_____
4	_____ Rate (optional)	Hour	_____	\$_____
5	_____ Rate (optional)	Hour	_____	\$_____
6	_____ Rate (optional)	Hour	_____	\$_____

PROJECT DURATION:

The Contractor, under this agreement, shall commence this work within 10 calendar days of the date of NOTICE TO PROCEED (anticipated around July 30, 2012). Work should be completed within 60 days.

EQUIPMENT LIST

Please list equipment that is expected to be deployed for this project:

THIS BID SUBMITTED BY:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

CONTACT INFORMATION:

Bidder's Business Address: _____

Phone: _____ Facsimile: _____



PROJECT SPECIFICATIONS

PART 01 GENERAL

1.1 SUMMARY

1.1.1 Description of Work: Furnish equipment, transportation, labor, supervision, supplies, and materials, to create small river islands/sandbars within the active river channel by dozing, excavating, or otherwise moving river sand.

1.1.2 Location: Work under this Contract is located in Buffalo County, Nebraska. The work site is located southeast of the city of Elm Creek on the Platte River. Sheet 1 identifies the project location.

1.1.3 Schedule of Work: The performance period of this Contract shall be 60 days from date of award.

1.2 LIABILITY/INSURANCE

1.2.1 The successful bidder agrees to carry appropriate Workers' Compensation, hazard and liability insurance coverage during the term of this contract. The successful bidder shall furnish the Program satisfactory proof of coverage of the applicable insurance required. Upon request from the Program, the Contractor shall have the Program and Nebraska Community Foundation named as an additional insured on the Contractor's policy and provide the Program with evidence that the appropriate insurance coverage is in effect. Any bidder being self-insured must submit complete documentation that shows the company has sufficient insurance coverage to cover the terms and conditions of the contract.

1.3 QUALITY ASSURANCE

1.3.1 Code and Standards: The work shall comply with the specification as written, and with codes and standards applicable to this type of work. This Contract may incorporate the use of specialized equipment to perform the required end product, with the same force and effect as if they were given in full text.

1.4 PROJECT/SITE CONDITIONS

1.4.1 Access to the Work: Public roads and unpaved access road on the property. Most of work takes place within the active channel of the Platte River, including working in shallow flowing water.

1.6 SEQUENCING AND SCHEDULING

1.6.1 Work Schedule: The Contractor shall submit a work schedule at a pre work conference. When requested, the Contractor shall submit an updated schedule within 5 calendar days. As a minimum, the estimated completion dates shall be shown in the estimate.

PART 02 ISLAND BUILDING

2.1 SUMMARY

2.1.1 Section Includes: Creation of small river islands/sandbars within the active river channel by dozing, excavating, or otherwise moving river sand.

Related Section: General Information and Requirement Section 01

2.2 PROJECT/ SITE CONDITIONS

2.2.1 Work limits generally within 200 feet of the Platte River channel in the Project Reach identified on Sheet 3.

PART 03 PRODUCTS

3.1 RIVER ISLANDS

3.1.1 River islands created through this project shall be to the specifications as defined by the project engineer during construction. The amount, size, and location of islands will be subject to the site conditions at the time of construction. Finished islands should be smooth and relatively free of live or dead vegetation. Approximate island and borrow locations are identified on Sheet 3.

3.2 EQUIPMENT

3.2.1 Equipment required under this contract should be capable of moving earth in active river channel conditions, including shallow flowing water. Bidders are required to submit the kind of equipment he/she will use.

PART 04 EXECUTION

4.1 MOBILIZATION

4.1.1 Requirements: Movement of personnel, equipment, supplies, and incidental to the Site.

4.2 ISLAND CREATION

4.2.1 Work will occur under the guidance of the project engineer. Project engineer will work with contractor to identify island locations and borrow areas, and will define parameters of islands (such as height and area) as work progresses.

PART 05 MEASUREMENT AND PAYMENT

5.1 MOBILIZATION/DEMOBILIZATION

5.1.1 Method of Measurement: Lump sum that includes preparatory Work for construction operations.

5.1.2 Basis of Payment: 100 percent of the Bid Price for Mobilization/Demobilization will be paid upon completion of project.

5.2 ISLAND CREATION

5.2.1 Method of Measurement: Measurement for payment will be by equipment hours spent on project. Island construction will occur according to specifications of the project engineer in the field during construction. Work logs showing daily summaries of equipment hours will be required for payment.

5.2.2 Basis of Payment: Payment will be made following completion of work and inspection of the site by the Program. Payment will be based on the hourly bid price for equipment used.

PART 06 SAMPLE CONTRACT

6.1 SUMMARY: A sample Contract for Construction Services follows. This contract is for reference only and is NOT to be filled out by contractor.



1 _____, President
2 Company
3 Address
4 Kearney, NE 68847
5

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

6 **PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM**
7 **Agreement for Construction Services between Nebraska Community Foundation, Inc.,**
8 **Platte River Recovery Implementation Program, and _____**
9

10 **1. Parties.**

11 This Agreement is made and entered into by and between the Nebraska Community
12 Foundation, Inc. (“Foundation”) of Lincoln, Nebraska, representing all signatories to the
13 Platte River Recovery Implementation Program (“Program”) and _____
14 (“Contractor”).
15

16 **2. Purpose.**

17 The purpose of this Agreement is to allow the Foundation, acting as the fiscal agent for the
18 Governance Committee (GC) of the Program, and the Contractor to enter into an Agreement
19 for creating river nesting islands in the Elm Creek Complex which is managed by the
20 Program. Plans and specifications attached as Exhibit A.
21

22 **3. Payments**

23 A. **Compensation:** For all of the services described above and all goods and materials
24 supplied by the Contractor, the Foundation shall pay the Contractor for hours worked at a
25 rate of:
26

- 27 Dozer: \$_____ / hr
- 28 Excavator: \$_____ / hr
- 29 Other Equip: \$_____ / hr
- 30 Mobilization \$_____ (lump sum)

31
32 Payments will be made according to the following schedule:
33

34 One payment will be issued, following the receipt of an invoice from the Contractor and
35 inspection of the property by the Program. Contractor will provide a work log with a daily
36 summary of equipment used and hours worked.
37

38 B. **Terms of Payment:** Invoices for services indicating the completed units for each bid
39 item under this contract must be presented to the Program’s Billing Point of Contact (contact
40 information follows). Invoices should be presented according to the payment schedule above.
41 Upon receiving a reimbursement request from the Contractor, the Program’s Billing Point of



42 Contact will advise the Foundation of approval. The Foundation will make payment of these
43 funds directly to the Contractor within 30 days. Bills are due within 60 days after the billing
44 date.

45
46 **Billing Point of Contact (Program):**
47 Dr. Jerry F. Kenny, Executive Director
48 Platte River Recovery Implementation Program
49 Headwaters Corporation
50 4111 4th Avenue, Suite 6
51 Kearney, Nebraska 68845
52 Phone: (308) 237-5728
53 Fax: (308) 237-4651
54 Email: kennyj@headwaterscorp.com

55
56 **4. Term of Contract**

57 This contract shall begin on _____, 2012 (“Commencement Date”) and shall remain in
58 effect until _____, 2012 (“Expiration Date”), or until the work required is satisfactorily
59 completed, whichever comes first. Any extension beyond the Expiration Date must be in
60 writing and signed by the Program.

61
62 **5. Performance of Work.**

63 The Contractor shall perform all work required under this contract in accordance with the
64 highest standards of the Contractor’s profession or craft and to the satisfaction of the
65 Program. The Contractor shall perform all work in accordance with all laws and regulations
66 and shall obtain any permits or licenses required. The Contractor shall not be paid for any
67 work found by the Program to be unsatisfactory.

68
69 **6. Liability Insurance**

70 The work to be performed under this contract shall be performed entirely at the Contractor’s
71 risk. The Contractor agrees to indemnify and hold the Foundation, Program and Executive
72 Director’s Office harmless for any and all liability or loss arising in any way out of the
73 performance of this contract. The Contractor shall carry appropriate workers’ compensation,
74 hazard and liability insurance coverage during the term of this contract. Upon request from
75 the Program, the Contractor shall have the Program and Foundation named as an additional
76 insured on the Contractor’s policy and provide the Program with evidence that the
77 appropriate insurance coverage is in effect.

78
79 **7. Termination and Remedies**

80 The Program may cancel this contract at any time upon two weeks written notice. Should
81 this occur, payment for work satisfactorily completed will be adjusted accordingly. In
82 addition, if the Contractor defaults in performance of the Contractor’s duties under this



83 contract, whether for circumstances within or beyond the control of the Contractor, the
84 Program and Foundation may immediately terminate this contract by written notice to
85 Contractor. Should termination occur as a result of Contractor's default, the Foundation shall
86 be entitled to damages from Contractor resulting from Contractor's default and shall be
87 entitled to offset any amounts payable to Contractor for work satisfactorily completed against
88 such damages. The balance of amounts payable to Contractor for work satisfactorily
89 completed, if any, shall be paid to Contractor.

90
91 **8. Independent Contractor**

92 The parties intend that an independent contractor-client relationship will be created by this
93 contract. The conduct and control of the work will lie solely within the purview of the
94 Contractor. The Contractor is not to be considered an agent or employee of the Foundation
95 or Program for any purpose, and no joint venture or principal-agent relationship exists. The
96 Contractor and employees of the Contractor are not entitled to any of the benefits that the
97 Foundation or Program provides for its employees. If appropriate, the Foundation will report
98 all fees paid to the Contractor to the IRS on Form 1099. Neither the Foundation, Program
99 nor the Contractor shall have any right, power, or authority to create any obligation,
100 expressed or implied on behalf of the other.

101
102 **9. Assignment/Subcontract**

103 The Contractor may not assign or transfer this contract or subcontract for the work to be
104 performed without the prior written consent of the Program.

105
106 **10. Ownership of Documents and Data**

107 Any reports, studies, photographs (and negatives), computer programs, drawings, writings or
108 other similar works or documents, along with all supporting data and material, produced
109 under this contract are the exclusive property of the Program and are to be delivered to the
110 Program at the end of this contract. These materials and data may be used by the Contractor
111 only with the prior written consent of the Program; and any use of these materials or data will
112 include an acknowledgment that the materials or data are the property of the Platte River
113 Recovery Implementation Program. Contractor hereby assigns to the Program any and all
114 copyrights, trademarks, patents, inventions, trade secrets or other intellectual property rights
115 that Contractor may acquire in any of the materials described above or otherwise as products
116 of the performance of this contract. Contractor warrants to the Program that Contractor will
117 not infringe the intellectual property rights of others in the performance of this contract.

118
119 **11. Publicity.**

120 Any publicity or media contact associated with the Contractor's services and the result of
121 those services provided under this Agreement shall be the sole property and responsibility of
122 the Program. Media requests of the Contractor should be directed to the Program's Media
123 Point of Contact.



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12. Notices

Any notice required by this contract shall be sent certified mail, return receipt requested, to the parties at the addresses set out above.

13. Binding Effects/Amendments

This contract shall become binding when signed by the parties. This contract contains the entire agreement of the parties and no amendment shall be effective except in writing signed by both parties.

14. 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 Prog.
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):

Justin Brei, P.E., Biosystems Engineer
Headwaters Corporation
Phone: (308) 237-5728
Email: breij@headwaterscorp.com

Administrative and Technical Point of Contact (Contractor):

_____, President
Company
Address
Kearney, NE 68847
Phone:



160 IN WITNESS WHEREOF, the Parties have executed this Agreement.

161

162 Nebraska Community Foundation

Company Name

163

164

165

166 By _____

By _____

167 DIANE M. WILSON, Chief Financial and
168 Administrative Officer

_____, President

169

170 Date: _____

Date: _____

171

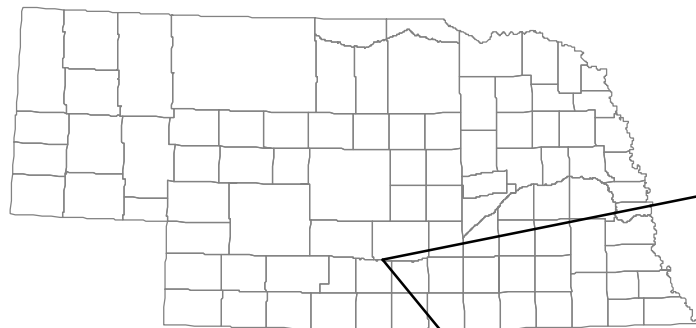


Exhibit A: PROJECT PLANS AND SPECIFICATIONS

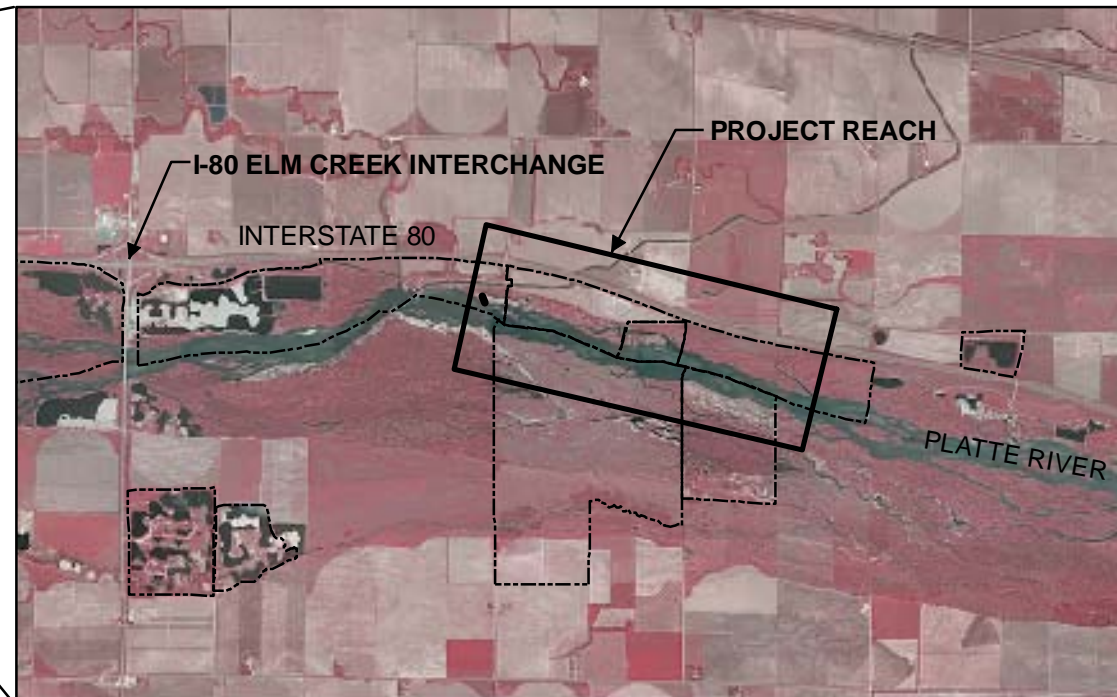
PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

2012 ELM CREEK COMPLEX RIVER ISLAND CONSTRUCTION

IN BUFFALO COUNTY, NE



**PROJECT
LOCATION**



INDEX

- 1 COVER SHEET
- 2 SITE LAYOUT
- 3 ISLAND CONSTRUCTION

CAUTION

The Platte River Recovery Implementation Program will not be responsible for, or liable for, unauthorized changes to, or uses of these plans. All changes to the plans must be in writing and must be approved by the Program.



PROJECT NO. P12-002

2012 ELM CREEK COMPLEX
RIVER ISLAND CONSTRUCTION

COVER SHEET

SHEET NO:

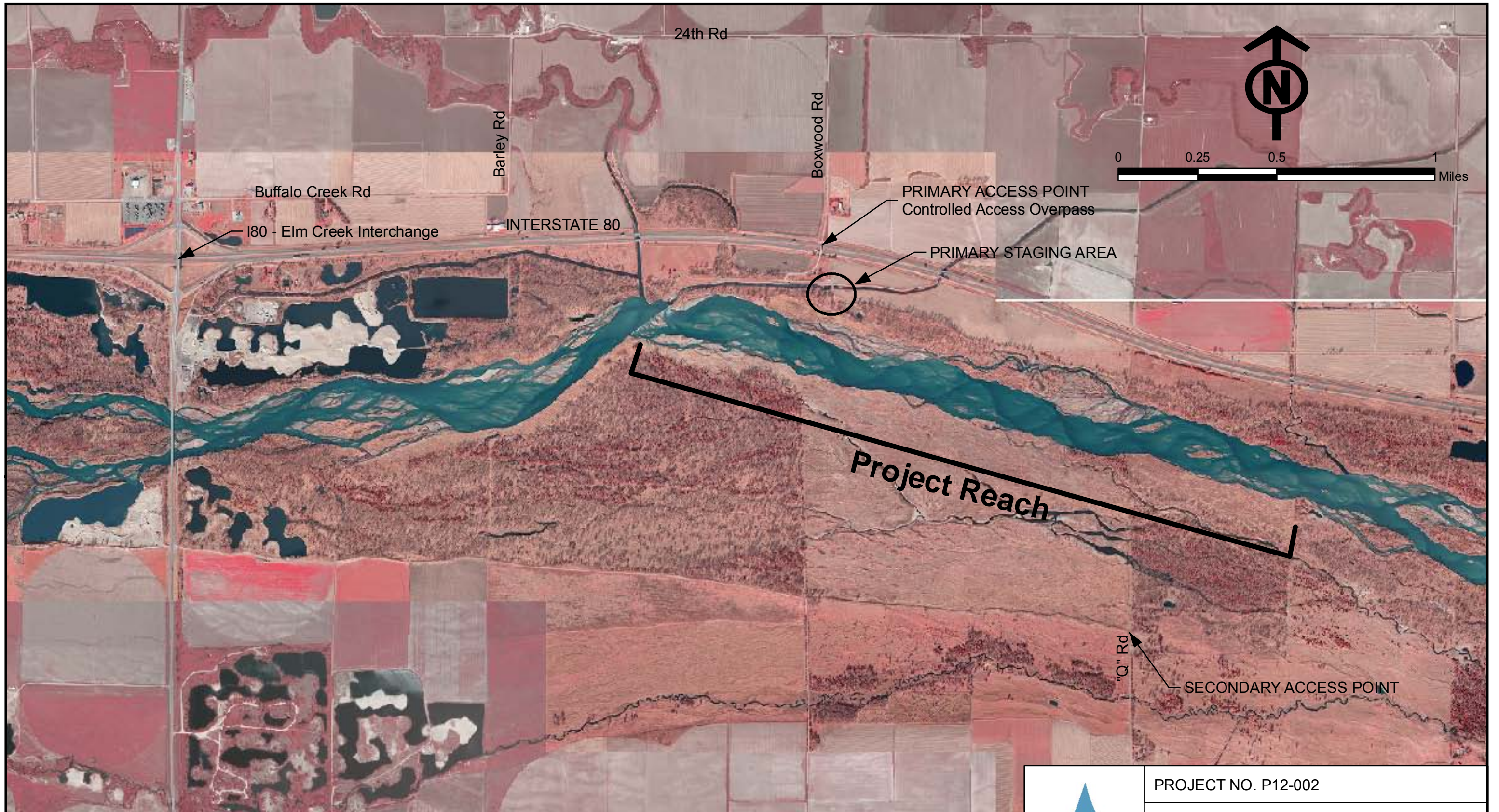
1 of 3

DATE:

06/20/12

DRAWN BY:

JDB



NOTES:

It is the contractor's responsibility to call the "Diggers Hotline" number to verify any conflicting utilities prior to beginning any work.

Access for river island construction shall be from the north via Boxwood Rd. If necessary, secondary access may be provided from the south via Q Rd.



PLATTE RIVER
RECOVERY IMPLEMENTATION PROGRAM

PROJECT NO. P12-002

2012 ELM CREEK COMPLEX
RIVER ISLAND CONSTRUCTION

SITE LAYOUT

SHEET NO: 2 of 3	DATE: 06/20/12	DRAWN BY: JDB
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INTERSTATE 80

PRIMARY ACCESS POINT
Controlled Access Overpass
from Boxwood Rd

PRIMARY STAGING AREA



0 500 1,000 2,000 Feet

Project Reach

NOTES:

Potential Island Locations are shown with diagonal hatch. Cross-hatched areas are potential borrow locations.

Work will occur under the guidance of project engineer - island and borrow locations will vary depending on the site condition at the time of construction, and may occur anywhere in the identified project reach.

Islands will be built to an elevation specified on-site by project engineer - typically 2-3 feet above low flow condition.

Flows shown in photograph are much higher than current flow conditions.

Payment is based on hours worked, not quantity of material moved.



PROJECT NO. P12-002

2012 ELM CREEK COMPLEX
RIVER ISLAND CONSTRUCTION

ISLAND CONSTRUCTION

SHEET NO:
3 of 3

DATE:
06/20/12

DRAWN BY:
JDB